## **COLLECTIVE BARGAINING AGREEMENT**

- between -

## THE NEW YORK CITY TRANSIT AUTHORITY, MANHATTAN AND BRONX SURFACE TRANSIT OPERATING AUTHORITY

- and -

## TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO, LOCAL 100

December 16, 2002 Memorandum of Understanding, Effective December 16, 2002 through December 15, 2005, Wage Tables and Implementation Agreements

-and-

Integrated Collective Bargaining Agreement Effective December 15, 1999 to December 15, 2002

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#### MEMORANDUM OF UNDERSTANDING

#### between the

#### NEW YORK CITY TRANSIT AUTHORITY, MANHATTAN AND BRONX SURFACE TRANSIT OPERATING AUTHORITY

and

#### TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO, LOCAL 100

#### Effective December 16, 2002 through December 15, 2005

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## **DECEMBER 16, 2002 MEMORANDUM OF UNDERSTANDING**

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#### MEMORANDUM OF UNDERSTANDING

AGREEMENT made between the NEW YORK CITY TRANSIT AUTHORITY (hereinafter referred to as "NEW YORK CITY TRANSIT" or the "AUTHORITY) and the MANHATTAN AND BRONX SURFACE TRANSIT OPERATING AUTHORITY (hereinafter referred to as the "OPERATING AUTHORITY") (both of which hereinafter jointly referred to as the "Authorities") and the TRANSPORT WORKERS UNION OF AMERICA, Local 100, AFL-CIO (hereinafter jointly referred to as the "Union").

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

#### 1. <u>TERM</u>

This agreement shall continue in effect through December 15, 2005. This agreement is subject to ratification by the MTA Board and by the Executive Board and members of the union.

#### 2. <u>GENERAL WAGE INCREASES</u>

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

(a) Effective December 16, 2003, the rates of pay that were in effect on December 15, 2003 shall be increased by three (3) percent.

(b) Effective December 16, 2004, the rates of pay that were in effect on December 15, 2004 shall be increased by three (3) percent.

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

#### 3. <u>LUMP SUM PAYMENT</u>

(a) In recognition of substantial past productivity of the work force since the advent of Metro-Card and the dramatic increase in ridership, in July, 2003 the Authorities shall pay a one-time, nonrecurring, lump sum payment of \$1,000 to each employee who meets the eligibility requirements specified herein. (b) In order to be eligible to receive the above referenced lump sum payment the employee must be on the payroll on June 1, 2002 and June 1, 2003. However, if an employee is hired before June 1, 2002 and retires or is injured on duty prior to June 1, 2003 the employee will be entitled to a pro-rata share of the lump sum.

#### 4. <u>HEALTH BENEFITS</u>

MTA NYCT will assume the obligations of the HBT and maintain the current level of benefits subject to the following plan adjustments:

- i. Domestic partner coverage shall be added under the same rules applicable to non-represented employees of MTA NYCT.
- ii. A Hi-Option rider will be offered to plan participants in the GHI network
- iii. GHI/CBP co-pays shall be increased from \$10/\$30 to \$15/\$45.
- iv. Prescription drugs shall be pursuant to a three tier formulary system with \$0/\$10/\$15 (2x mail order) co-pays.
- v. A prescription drug plan for pre-Medicare retirees shall be instituted at the level consistent with a first year cost of \$10 million dollars. That level of benefits shall be maintained in the same fashion as the remainder of the plan.
- vi. Mental health visits shall be increased to sixty (60) visits.
- vii. Regular part time traffic checkers will receive the same health care benefits as provided to regular full time employees.

Effective upon full and final ratification and approval of this agreement by the parties all applicable agreements shall be amended to provide that the health benefits currently provided by the Health Benefit Trust, as amended above, shall be provided directly by the Authority.

The Union will be informed of and have input into any administrative changes that may impact upon those receiving benefits.

5. MISCELLANEOUS PROVISIONS

The parties have agreed to nineteen (19) miscellaneous provisions, which are attached as Attachment A.

#### 6. DISCIPLINARY PROCEDURES

Changes in the disciplinary rules and procedures are as outlined in Attachment B to this agreement.

7. SICK LEAVE RULES

Changes in the sick leave rules and procedures are as outlined in Attachment C to this agreement.

#### 8. <u>CHILD CARE</u>

The parties will establish a jointly administered trust for the express purpose of devising and implementing strategies and programs to assist employees with issues related to childcare. The Employer will make an initial contribution of \$100,000 upon full and final ratification. Commencing six months thereafter and on a monthly basis, the Employer will make additional \$200,000 contributions. Additional related issues are attached as Attachment D.

#### 9. TRAINING/UPGRADE FUND

The parties will establish a jointly administered trust for the express purpose of devising and implementing strategies and programs designed to increase the skills of employees including areas of new technology. The fund will not be utilized to substitute for existing training programs. The Employer will make an initial contribution of \$100,000 upon full and final ratification. Commencing six months thereafter and on a monthly basis, the Employer will make additional \$300,000 contributions. The structure of the Trust shall be the same as the structure for Child Care as outlined in Section 1 of the Child Care attachment to this Agreement.

#### 10. EQUITY FUND

An equity fund will be established for purposes of salary adjustments for certain titles. The Union will designate such adjustments subject to the approval of the Authority; up to a maximum annualized amount of \$3.5 million.

#### 11. SURFACE CONSOLIDATION

The agreement on Surface Consolidation is outlined in Attachment E.

#### 12. <u>PREVENTABLE ACCIDENTS</u>

The parties agree to the establishment of new procedures for dealing with preventable accidents as outlined in Attachment F.

#### 13. <u>SAFETY</u>

The parties agree to the establishment of new safety practices as outlined in Attachment G.

#### 14. <u>APPRENTICESHIPS</u>

The parties agree to establish an Apprenticeship Program as outlined in Attachment H to this document.

#### 15. <u>NEW TECHNOLOGY</u>

The parties agree to establish new technology procedures as outlined in Attachment I.

#### 16. JOB SECURITY

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

#### 17. MEDICAL APPEAL PROCEDURES

The parties agree to the establishment of new medical review procedures as outlined in Attachment J.

#### 18. BARGAINING UNIT PROTECTION

The parties agree to the establishment of new farming out practices as outlined in Attachment K.

#### 19. <u>RELEASE TIME</u>

The Authorities agree to release seven (7) additional employees on a compensated basis.

Members who are released from nights and weekend tours will continue to receive their applicable differential payments.

#### 20. DEPARTMENTALS

The parties' agreements concerning the departmental issues are attached hereto

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of 16th day of December.

New York, New York

APPROVED AS TO FORM: AUTHORITY NEW YORK CITY TRANSIT

Kathering N. Lapp Executive Director, Metropolitan Transportation Authority

50

Date

MARTIN SCHNABEL Acting General Counsel, New York City Transit Authority LAWRENCE REUTER President, New York City Transit Authority

Date

APPROVED AS TO FORM:

Counsel, TWU Local 100

Date

TRANSPORT WORKERS UNION, LOCAL 109, AFL-CIO

ROGER TOUSSAINT President, TWU Local 100

SONNY HALL International President, TWU

Counsel, TWU

Date

Date

## ATTACHMENT A Miscellaneous Provisions

#### 1) Differential Pay

The Authorities agree to provide an explanation of differential benefits to employees at the time the differential benefits are paid. Such an explanation will include the period of differential being paid and the after-tax pay base upon which the differential was calculated. The Union understands that the implementation of this provision will be accomplished as soon as practicable after the execution of this Agreement.

#### 2) Assault Bill

The parties agree to jointly support legislation that would amend the Assault Bill to include Station Agents and CTA.

#### 3) CTA Promotions

The parties shall make a joint application to DCAS to create Training and Experience requirements, reflective of CTA functions, for open competitive class positions into which CTA's could be promoted.

#### 4) C3 and C4 Forms (Workers Comp and Medical Forms)

Employees who have accidents will be provided with C-3 and C-4 forms as part of the accident report package.

#### 5) Death Benefit

There will be a \$50,000 death benefit to spouse or children in the event of an accidental death in the line of duty. This particular provision shall be considered to be effective as of November 15, 2002.

#### 6) <u>Release Time Supplement</u>

At the request of the Union, certain Authority paid release time employees, who are so designated by the Union, will be paid for 50 hours. The 10-hour difference will be reimbursed to the Authority by the Union.

#### 7) Notice of Investigations to Union

Extend the RTO language concerning notice to the Union of investigations to the entire bargaining unit.

#### 8) Publication of Collective Bargaining Agreement

As soon as practicable the parties shall execute an integrated collective bargaining agreement, and shall publish it expeditiously thereafter. The Authority shall bear the cost of printing sufficient copies and supplying them to the Union.

#### 9) Days of Payment/Sealed Envelopes

OA employees shall be paid bi-weekly on Wednesdays. TA employees shall be paid bi-weekly on Thursdays. As soon as practicable the Authority will provide checks/payment advices in sealed envelopes.

#### 10) Increase of Overtime Cap

All overtime caps will be increased by 150% of any general increase.

#### 11) Cap on Released Employees

The parties agree to eliminate the cap on the number of individuals on union paid full time release time.

#### 12) Picks – Provision of Information

NYC Transit agrees to provide TWU Local 100 with schedules, picks and bids and their results, farming out information and disciplinary information in computer readable format where available.

#### 13) Monthly Presidential Meetings

The President of the Authority and the President of Local 100 will meet on monthly basis; it is encouraged that other bilateral meeting will be held at all levels.

#### 14) FTA Report

The Authority will forward the Union the annual NYCT MIS drug and alcohol testing and compliance report to the FTA.

#### 15) EAP Study

A committee will be formed to review the operations and functions of the Employee Assistance Program.

#### 16) Thanksgiving Holiday Scheduling Exception

For employees whose tours of duty begin in the PM hours and finish in the AM hours and the majority of the hours of whose tours are in the AM hours, the Thanksgiving Holiday shall fall on the tour that starts in the PM of Thanksgiving Day.

#### 17) Holiday Recognition

When a celebrated holiday falls on a weekend, the employee will celebrate the holiday on that day, rather than the preceding Friday or subsequent Monday.

#### 18) Injury on Duty and use of Leave Balances

Employees with injury-on-duty claims pending shall be entitled to use their accrued sick and vacation leave balances on the first day following their injuries where practicable, and the amounts charged against such balances and entitlements shall be restored to the employee in the event NYC Transit does not contest the employee's Workers' Compensation claim or the claim is upheld by the Workers' Compensation Board. The waiver form will be made part of the accident package.

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#### 19) Vacation Scheduling

Where practicable, particularly in the operating departments, employees will be permitted to take vacation from RDO to RDO with the understanding that the

change must have minimal financial impact in the area or division where implementation is contemplated.

#### 20) Arbitration of Discrimination Complaints

All claims alleging illegal discrimination under the collective bargaining agreement or any federal, state or local statute shall be subject, upon the grievant's election, to the Agreement's grievance and arbitration procedure as the final, binding, sole and exclusive remedy for such violations, and employees who so elect to arbitrate their claims of discrimination shall not file suit or seek relief in any other forum. As a condition to arbitrating this claim, the grievant agrees to execute a wavier, in a form provided by the Authority, of the right to advance, litigate or prosecute the same issue in any other judicial or administrative proceeding. In the event the release is not executed or is deemed invalid, the arbitrator will have no authority to grant relief to the grievant. The arbitrators shall apply applicable law as it would be applied by the appropriate court in rendering decisions on discrimination claims.

#### 21) Elimination of Minimum Wage for Trainees

The minimum wage rate for training periods shall be eliminated and employees shall be paid at the first level of the applicable progression on the first day of work.

## ATTACHMENT <u><u>J</u> <u>Disciplinary Procedure</u></u>

#### <u>DEPARTMENTAL DISCIPLINE</u>

Departmental management/supervision can meet with an employee and his/her union representative and agree upon a penalty of a warning, reprimand or record only suspension up to 5-days for minor violations. No formal charges would be issued but any agreed upon penalty becomes part of the employee's disciplinary record, recorded as a warning, reprimand or suspension time. In addition, Departmental management may choose to limit the discipline to a verbal reprimand, which will not be recorded. The employee may reject the proposed penalty and follow the formal disciplinary process.

If an employee has only one Departmental discipline penalty, such penalty shall not be considered as part of the progressive disciplinary process.

A warning or reprimand shall be expunged after 12 months, if the employee has no other discipline.

#### • OTHER REVISIONS

- Disciplinary arbitration will be heard by a neutral arbitrator.
- In the event that the Union contends that a pre-disciplinary suspension has been improperly imposed the question of the propriety of the pre-disciplinary suspension shall be subject to immediate review by a disciplinary arbitrator. The Union may invoke the right to review by a written communication to the office of the Vice-President of Labor Relations, which may be transmitted by facsimile. The dispute as to the propriety of the pre-disciplinary suspension shall be scheduled and heard by a disciplinary arbitrator within two business days of the transmission of the Union's request for review or as soon thereafter as practical. That dispute shall have priority over any and all other matters on the arbitrator's calendar. In deciding the dispute, the arbitrator shall determine:
  - (a) Whether the offense charged is of the kind for which a predisciplinary suspension should be imposed, and;
  - (b) Whether there is a reasonable basis to believe that the grievant may be guilty of that offense. The arbitrator shall where practicable issue the decision from the bench.





The decision of the arbitrator shall be limited to the matter of the imposition of the predisciplinary suspension and may not be introduced by either party in a subsequent arbitration on the merits of the charge for which the pre-disciplinary suspension was imposed. Any arbitrator who hears a challenge to the imposition of a pre-disciplinary suspension shall not conduct any subsequent arbitration on the merits of the underlying dispute.

- Employees shall have 30 days to cure sick documentation violations.
- In so far as practicable, hearings shall be scheduled during work hours. Employees who are scheduled for work at the time of a scheduled hearing shall be released for the purposes of attendance at such hearing without loss of pay. In the event that the charges against the employee are sustained in whole or in part, the Company shall recoup the pay associated with such release from the employee, provided, however, that the employee may request the Arbitrator to modify or rescind such recoupment in the event that the sustained penalty is grossly dissimilar from the initial recommended penalty.
- Disciplinary calendars shall be realistic and shall reflect efforts to meet the needs of both parties. In addition, pre-disciplinary suspension hearings shall be scheduled at the start of the day's calendar.
- The Parties shall review the feasibility of scheduling Step I grievances at field locations where such is not current practice.
- To insure a constructive environment at the outset of the new mechanism for treatment of preventable accidents in the Department of Buses, all pending disciplines where the initial penalty is a warning shall be withdrawn.
- The Authority will amend the random testing procedures to allow employees who have verifiable child care/medical needs to be excluded from the last segment random testing (currently known as "D" segment tests). These procedures are subject to review and approval by the FTA.

## 

#### Reward those employees with judicious sick leave usage

It is the intent of the parties to exclude 70% of the TA employees from the following requirements:

- Not be required to "call in" and "call out" from the sick location
- Not be required to medically document any absence of three days or less
- Not be subject to "home visits" or sick leave location investigations
- This provision shall apply to all employees who have passed probation <u>and</u> worked through one full leave year

(To implement this, the parties shall determine the percentage, as of January 1, 2003 of this agreement, of days available (as a proportion of the maximum possible) in the sick leave banks of all TA employees, which 70% of the TA employees have. All employees whose sick leave banks meet or exceed that level shall be subject to currently applicable sick leave rules during the upcoming sick leave year with the following exceptions.)

If the employer believes that sick leave is being utilized for purposes of a job action, these exceptions will not apply.

The foregoing threshold shall be adjusted on an annual basis such that 70% of the employees will be subject to these exceptions.

In the event of consolidation, the parties shall devise a mechanism, which provides that upon consolidation, the same percentage of former OA employees as TA employees eligible to be excused from the above referenced monitoring mechanisms will also be excused.

#### Fresh Start

For employees whose sick leave balance is below the threshold on the date of implementation of this program, the percentage of their sick leave balance shall be measured after the completion of the first full year commencing upon the implementation date.

#### Sick Leave Control List

Employees will not be disciplined exclusively for remaining on the sick leave control list. However, the length of time on the list may be utilized as evidence to establish abuse.

#### **Excessive/Chronic Absenteeism**

In the event that the Authority determines that an employee's sick leave record indicates abuse for which a chronic absenteeism charge would, in the Authority's view, be warranted, before bringing such a charge, the Authority must afford the employee the opportunity to present evidence that his/her sick leave usage is the result of a verifiable chronic medical condition.

#### Sick Leave Cash Out

An employee who has no sick leave usage in a calendar year, may, at the employee's option, cash out up to two sick days. In the event an employee has used only one sick leave day the employee may, at the employee's option, cash out one sick day. Procedures will be implemented to allow payment for this option in the first paycheck in December.

#### 

#### If the parties agree to a childcare fund:

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4.

- a. The name of the fund shall be "The Transport Workers Union, Local 100 / MTA New York City Transit Authority ChildCare Fund".
- b. There shall be a total of four (4) trustees to act as fiduciaries of a joint trust fund. President of TWU Local 100 or his designee shall appoint two (2) trustees and the President of MTA New York City Transit or his designee shall appoint two (2) trustees. Each trustee shall have equal voting power. When necessary, the impartial contract interpretation arbitrator shall become the fifth trustee and break the deadlock by casting a tie-breaking vote.
- c. The purpose of fund will be to provide and or procure childcare services for active employees represented by TWU Local 100. The parameters of the fund shall include:
  - an emergency childcare pilot program,

a voucher day care program,

- a feasibility study of onsite and or offsite day care,
- and other appropriate childcare programs to address employee needs.
- d. TWU Local Local 100 shall select the Fund's Director, subject to the approval of the trustees appointed by MTA New York City Transit.
- e. The trustees shall jointly engage in efforts to secure additional funding through government grants or from other sources for the purposes stated in (c) above.
- 2. The Family Assistance Program shall now be the Family and Member Assistance Program. If the parties agree to establish a child care fund, the two employees released to the program shall coordinate and assist with the Trustees and Director of the fund.
- 3. Within a reasonable period of time not exceeding one year after ratification, management shall develop a pilot training and education program on the prevention of workplace violence and work related sexual harassment. Management shall meet with two (2) union representatives to preview and discuss the pilot prior to implementation. These representatives shall meet once per year to discuss relevant issues.
  - a. Should a TWU employee claim to be the victim of work related sexual harassment or workplace violence from another employee, management will conduct a prompt investigation into the claim. If management determines the claim to be valid, the victim will be reassigned, if feasible, to a shift, location, or job detached from the perpetrator upon request. If the victim does not request to be reassigned and if the harasser or victimizer is a TWU Local 100 employee, the perpetrator will be reassigned, where feasible, to a shift, location, or job detached from the complainant. Should the reassigned perpetrator pick future assignments resulting in close proximity with the complainant and, subject to the victim's request, the perpetrator will

be reassigned, where feasible, without a new investigation. Management will seek to implement similar reassignments related to sexual harassment and workplace violence for perpetrators from other employee groups where TWU Local 100 employees have been victimized.

- b. Employees reassigned as the result of committing work related sexual harassment or workplace violence shall forfeit any guarantees associated with the picked job or run from which reassignment was made and shall not be entitled to change of assignment penalties, tour change penalties, change of location penalties, shift change penalties or any other penalty payment related to the reassignment. An employee reassigned under this procedure shall be entitled to the full wages of the job to which he or she is assigned.
- c. This provision shall not limit management's right to discipline the perpetrator under the disciplinary procedure.
- 5. With due consideration for operational requirements, management will make a best effort attempt to relay emergency family related messages on a timely basis. At a reasonable time after ratification, management shall develop specific procedures for implementation at the operational level.
- 6. If the parties agree to health coverage for domestic partners, they shall be included in the definition of family for the purposes of bereavement under the same rules.
- 7. This agreement is subject to the approval of the principals and a fully executed Memorandum of Understanding for the Transport Workers Union Local 100.

Date

Lawrence Reuter President MTA New York City Transit Authority Roger Toussaint President Transport Workers Union, Local 100

Date:

## ATTACHMENT

#### SURFACE CONSOLIDATION

The Authority and the Union agree to the elimination of the artificial distinction between MaBSTOA and the Transit Authority. To that end, the parties agree as follows:

- Effective 90 days after final ratification all impediments to the free movement and commingling of equipment and personnel between MaBSTOA and Transit Authority shall be eliminated except as modified herein or by agreement of the parties.
- Effective that same day, all contractual pay and work practices at MaBSTOA shall be standardized at the Transit Authority level, provided, however, incumbents of MaBSTOA as of December 16, 2002 shall continue to accrue vacation and holiday pay under the rules in effect on December 15, 2002. Incumbent MaBSTOA employees covered by the MaBSTOA disability plan on December 16, 2002 shall continue such coverage until December 15, 2005 at which point such coverage shall terminate. Similarly, assault pay for incumbent MaBSTOA employees shall be continued but limited to the average use experience but in no event less than 18 months. This provision will terminate on December 15, 2005. Any MaBSTOA employee currently on assault or extended absence due to a work-related or non work-related injury or illness shall continue under the rules in effect on December 15, 2002.
   Employees hired after the effective date of this agreement will be hired in the
- same ratio as the prior three-year average (Civil Service/Non-Civil Service Ratio). The ratio shall be established for each covered title.

The parties recognize that the transition from the current system to a seamless bus system will require additional good faith discussions between them. These discussions will include important areas of concern to the Union such as comfort issues. The Employer will approach these issues with respect and appropriate flexibility. Current MaBSTOA pick practices will be continued. Maintenance division shapeup will apply in TA and OA. Employees in OA Surface may bank AVA's that fall on a RDO, holiday, birthday or vacation. The Union shall establish the seniority system to be used in picks. These discussions will conclude no later than 90 days after final ratification.

The foregoing provisions do not apply to the clerical unit.

Attachment

#### Department of Buses Transportation Division Accident Review System

In full settlement of all issues raised by the union and management, the following has been agreed to subject to the agreement of principals.

The purpose of this program is to establish a process for the review of accidents focusing more on improving bus operator performance as a means of accident avoidance and reduction. This procedure replaces the disciplinary procedure currently in place for preventable accidents and also replaces the OA safety committee as specified in section 6.2.F(1) of the collective bargaining agreement.

Commencing no later than ninety days after the ratification of the collective bargaining agreement between TWU Local 100 and the New York City Transit Authority/Manhattan and Bronx Surface Transit Operating Authority, the following process will be used to determine the appropriate actions to be taken in the event of a preventable accident (except for probationary employees). This system is applicable to the Transit Authority and the Operating Authority (hereinafter the Authority).

1.) All accidents will continue to be rated as preventable or non-preventable by the Department of Buses Safety and Training Division.

2.) For minor accidents, as defined by DOB Safety and Training Division, the following procedure will be utilized.

a) A DOB designated safety and training representative will rate the accident as preventable or non-preventable.

b) If the minor accident is rated preventable, the Safety and Training Representative will review the bus operator's driving record using a rolling 12-month period based upon the date of the current accident. If the operator has no other preventable accidents during this period, the current accident will be referred to the Division Safety and Training Superintendent.

c) The Division Safety and Training Superintendent for the operator's depot, in the presence of the employee's depot union Chairman of Transportation, will review the accident with the operator. The safety superintendent may change the original rating based upon information the operator and/or the union provides at these reviews. If this accident is deemed preventable at the conclusion of this review, no discipline will be attached to that minor accident.

d) Accident reviews will be conducted at the bus operator's home depot and will be conducted on the employee's own time. This review process replaces the OA safety committee as specified in section 6.2.F (1) of the collective bargaining agreement.

#### Page Two Accident Review System

e) If the operator has no other preventable accident in the 12-month rolling period preceding the instant accident, the superintendent will determine whether this review is sufficient to assist the operator in preventing future accidents.

f) If the safety superintendent determines that re-training is necessary, the operator will be sent for retraining. The Safety and Training Division will determine the extent of the retraining.

g) The rating of the safety superintendent for minor accidents not referred for discipline under this section is not subject to further review.

4.) If the operator has one or more preventable accidents in the 12-month period preceding the current accident, the current accident will be rated by the designated DOB Safety and Training Representative who will determine if the accident is preventable or non-preventable.

a) If the designated DOB Safety and Training Representative determines the accident is preventable, the accident will then be referred to the General Superintendent of Transportation (or his/her designee) at the Bus Operator's depot who will conduct a Step I hearing.

b) If the General Superintendent upholds the preventable accident, he/she will assess the appropriate discipline based upon the progressive disciplinary system in the safety track. (Again, the progressive system is only applicable to minor preventable accidents).

c) The bus operator and/or the union may accept this determination or appeal it directly to arbitration. Such appeal must be within five days of the close of the Step I hearing. Failure to appeal will be deemed as acceptance of the charge and penalty. All appeals must be in writing.

5) For major accidents, the designated DOB Safety and Training Representative will rate the accident as preventable or non-preventable.

a) If the accident is rated preventable, the accident will be referred to the General Superintendent of Transportation (or his/her designee) at the Bus Operator's depot who will conduct a Step I hearing.

#### Page Three Accident Review System

b) If the General Superintendent upholds the preventable accident, he/she will assess the appropriate discipline in the safety track based upon the specific facts of the case.

c) The bus operator and/or the union may accept this determination or appeal it directly to arbitration. Such appeal must be within five days of the close of the Step I hearing. Failure to appeal will be deemed as acceptance of the charge and penalty. All appeals must be in writing.

6) The following arbitration procedure will be utilized for preventable accidents.

a) The arbitrator for a particular date will be selected from a rotating panel of arbitrators mutually selected and paid for equally by the parties. The arbitrators who serve on this panel must attend training in preventable accidents at the Department of Buses Training Center. The Authority will determine the length of this training. The Union may have a representative present during this training.

b) Arbitration will be held with sufficient regularity so that no case pending arbitration can remain unheard for a period greater than 90 days from the date of rating of the accident. Cases involving pre-disciplinary suspension will be scheduled within 20 days from the date the Authority receives the step one appeal. Where cases consistently take a longer time, the parties agree to meet to try to resolve the delays.

c) The Arbitrator will render his/her decision as expeditiously as possible and in no case later than 15 days after the conclusion of the hearing. In cases involving predisciplinary suspension, the panel must render a decision within five days.

d) Cases with penalties of ten (10) days or less will follow an expedited process. In this procedure, each side has  $\frac{1}{2}$  hour to present their case with an extra  $\frac{1}{2}$  hour permitted for an additional witness.

e) If a Bus Operator is pre-disciplinary suspended, the B/O will be permitted to work in a non-passenger service capacity until the 1<sup>st</sup> adjourned date unless the Authority adjourns the case.

f) All other rules regarding Arbitration which are outlined in section 2.1 of the collective bargaining agreement will apply.

Nº N

#### Page Four Accident Review System

7) Minor accidents described in paragraph two (2) above which have been deemed preventable, have no discipline attached, and fall outside of the 12-month rolling period commencing on the date of the current accident being reviewed will not be considered towards discipline nor will they effect any promotional opportunity or ERP safe driving awards.

8) As soon as is practicable after the ratification of the collective bargaining agreement, the Department of Buses Safety and Training Division will review all the outstanding preventable accident disciplinary cases using the criteria outline in this review system. The Authority will incur no hearing pay liability for accident cases for which discipline is withdrawn as a result of the review based upon this system.

9) a) Major Accidents include, but are not limited to, accidents involving fatalities, knockdowns of pedestrians or dragging a pedestrian, gross negligence, property damage greater than \$15,000, resulted from reckless driving etc.

b) Minor Accidents include, but are not limited to, accidents involving damage to property of \$15,000 or less, minor injury, minor damage to bus or property.

c) The parties will meet to discuss the definition of the terms minor accident and major accident. Unless otherwise agreed, the Authority's definition of major and minor will apply. The determination by the Authority that an accident is major or minor is reviewable by the arbitrator.

10) The parties will meet to discuss the guide to preventability utilized by the Authority in rating accidents. These discussions will not in any way abrogate the Authority's right to determine the manner in which accidents are rated preventable or non-preventable.

11.) Discussions concerning the accident prevention pilot program, specified in the 1999 MOU, will continue.

Page Five Accident Review System

This divisional package is subject to an entire agreement on a successor agreement for the Transport Workers Union, Local 100.

This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2002.

For MTA NYC Transit

For Transport Workers Union, Local 100

Millard L. Seay Date Sr. Vice President, Buses Amin KhanDateVice President, TA Surface

Ralph J. Agritelley Date Vice President, Labor Relations Connie Friel Date Vice President, MaBSTOA

Roger Toussaint Date President, TWU, Local 100

## ATTACHMENT Safety Procedures Memorandum of Understanding

In full settlement of all issues raised by Union and Management, the following has been agreed to by the parties subject to the approval of the principals:

- 1. Management agrees that departmental safety representatives will not implement or publish new safety policies without prior approval of the Office of System Safety.
- 2. The Union may request its own safety expert be present on Transit property to review a safety issue. In order to do so, the Union must give sufficient notice and demonstrate that the consultant is qualified as a safety expert in the appropriate field. Management agrees that access will not be unreasonably withheld with the Unions understanding that the request or the presence of the expert on the property cannot be utilized to stop or interfere with the work that has been deemed by Management to be safe. This provision shall not be applicable in those situations where an outside agency, such as the Department of Labor, PTSB, or NTSB, is or will be performing an independent investigation.
- 3. TWU Local 100 will receive the same telephonic call-in data which has been provided to NYC Transit's Department of Law, which includes the name of the employee, pass number, the Responsibility Center number, and a brief description of the accident.
- 4. NYC Transit will provide the following reports to TWU Local 100 Safety Department when issued:
  - Board of Inquiry Reports / Notice of Hearing
  - TA Committee Reports
  - COLDER (Collision Department)
  - Annual Summary of lost time accidents
  - Quarterly Near Miss Reports
  - Monthly fire report
  - DOSH 900
  - Exposure Assessment Surveys
  - Outreach Program Report
  - Product Evaluations
  - Asbestos and Lead Placards
  - Monthly Loss Time statistic book
  - Hazard Assessments
  - Timely Notification of accidents by Command or Control Center or Reporting Desk
- 5. The Union will be provided with an opportunity to review and comment on new and revised policy instructions prior to their issuance. The Union will be permitted to preview and comment on newly proposed safety training program content. The Union

agrees to provide its comments within a reasonable time period. This paragraph is not intended as a waiver of the Union's legal or other rights.

- 6. Safety issues related to substantial new projects in the Department/Division can be reviewed at the request of the Union at the monthly divisional safety committee meetings or as required. Management will give notice of such projects.
- 7. Section 1.9A shall be written to read: "The Authorities agree to continue to provide adequate, clean, safe and sanitary working conditions, in conformance with the standards of applicable law."
- 8. For the term of this contract, the following pilot program will be implemented:
  - a) An employee/gang that believes that he/she is being asked to perform a task that is in violation of the departmental or applicable Authority-wide safety rules or applicable law has the right to challenge the decision of the immediate supervisor. The challenge must be in writing on a form provided by NYC Transit and must identify the rule or standard that was violated. NYC Transit supervisors will carry such forms.
  - b) The supervisors must respond/resolve the issue in writing on the form. If the response/resolution is acceptable, the issue is resolved and both must sign the resolution.
  - c) If an employee/gang does not agree with the supervisor's response/resolution a manager must be contacted to review the issue and determine who is correct. The Union will also be notified. If the employee/gang refuses the manager's decision, appropriate action may be taken against the employee(s).
  - d) If the supervisor/manager fails to correct a valid safety condition, appropriate action will be taken against the supervisor/manager.
  - e) The form must be turned into a departmental review team and the TWU Safety Department for quarterly evaluation.
- 9. The parties agree to work together to ensure that the monthly safety walk arounds and/or meetings take place in accord with Section 1.19. It is the intent of the parties to achieve at all levels interface and cooperation between Union and Management concerning safety related issues.

This Divisional package is subject to an entire agreement on a successor agreement for the Transport Workers Union, Local 100.

For Transport Workers Union, Local 100

For MTA NYC Transit

Roger Toussaint, President Date

Lawrence G. Reuter, President Date

## ATTACHMENT H

#### Apprenticeship/Training/New Technology Committee Apprenticeship Program

1. Expand the current apprenticeship pilot as follows:

DCE	20
Lighting	10
Carpentry	8
Plumbing	6
E&E	10
V&D	6
HVAC	6
Power	10
Signals	· •
	96 total per year by the end of agreement**

\*\*This does not include the 10 yearly apprenticeship positions agreed upon in the Metrocard working conditions.

- 2. The number of apprentices or the ratio of apprentices to maintainers within each craft may be modified by mutual agreement of the parties.
- 3. Apprentices may come from the following sources:
  - a. Priority will be given to existing employees (especially Helpers, Cleaners, and Traffic Checkers) with appropriate education, skills or trade background
  - b. Area trade school graduates (if existing employees under (a) have not filled . the available slots).
  - c. Where skill and ability are relatively equal, seniority will prevail in the selection of apprentices.
- 4. In order to be considered, existing employees must have good work records. Those who are not chosen due to their work records will be given additional opportunities to participate in future years if their records improve. The Joint Apprenticeship Committee shall, among other things, establish criteria for determining acceptable work records.
- 5. The apprenticeship program shall be three years.
- 6. The following practices which currently exist in the pilot shall continue: Apprentices will be rotated through different work assignments within the craft to gain experience in as wide a range of duties as possible. In order to accomplish this they may be assigned to different shifts. The training may include classroom work and working

The parties agree that apprentices in signals shall be introduced as follows: 10 in the first year, 15 in the second year, 20 in the third year, and 20 per year thereafter.

2002 Agreement - Apprenticeship/Training/New Technology Committee Page 1

side-by-side with maintainers assisting with and performing regular work assignments.

- 7. Those employees who participate in the program but do not pass the training will be eligible to return to their previously held title.
- 8. The parties agree to petition one or more local trade schools to establish programs for less skilled employees at NYC transit to help them to become eligible to participate in the apprenticeship program. The employees will participate in such a program on their own time and at their own expense, subject to the agency proposal on the training fund.
- 9. The contents of the apprenticeship program will be reviewed and discussed in the Joint Apprenticeship Committee.
- 10. The Joint Apprenticeship Committee will determine the qualifications (i.e., training, education and experience) for entry into the Program.
- 11. Employees who enter into the program will retain their current rate of pay, if greater than the entry level apprenticeship rate, and will be entitled to the general wage and progression increases of their former title until such time as the apprenticeship rate becomes higher than such rate or they move into the higher title.

This agreement is subject to an entire agreement on a successor contract for the Transport Workers Union, Local 100.

For MTA NYC Transit

For Transport Workers Union, Local 100

Ralph J. Agritelley, Vice President, OLR

Roger Toussaint, President, TWU Local 100

2002 Agreement - Apprenticeship/Training/New Technology Committee

Page 2

# ATTACHMENT

# **NEW TECHNOLOGY**

On a semi-annual basis the President of Local 100, the President of the Authority, and appropriate Executive Staff will meet to discuss issues of significant technological importance. Issues of significant technological importance include, but are not limited to, projects such as CBTC, hybrid buses and second generation Automatic Fare Collection. This meeting shall be held exclusively for these purposes. It is the intent of the parties to engage each other on the impact of such technology on the workforce such that employees may enjoy the benefits of any advancements as well as be appropriately prepared and trained.

The Authority will provide the union with appropriate documentation and information sufficient to permit the Union to adequately understand the parameters of the changes or significant technological advancements the Authority is considering. It is also intended that the notification will be given sufficiently in advance of such meetings in order to provide the Union the opportunity to review and analyze the technological issues being considered by the Authority

# **Medical Appeal Procedures**

ATTACHMEN

In full settlement of all the issues raised by the Union and Management, the following has been agreed to subject to the approval of the principals.

For all cases not involving injury-on-duty (IOD) conditions, Sections 2.1D and 6.2D (MaBSTOA) provisions of the Collective bargaining agreement will be replaced with the following:

An employee who disagrees with an Occupational Health Services (OHS) work status determination based upon a non-IOD medical condition may appeal such determination by filing a notice of appeal on a form provided by the Authority. The completed form, with doctor's statement, must be transmitted to the Medical Director, Occupational Health Services. An appeal must be received by OHS while the disputed work status is still in effect in order for it to be processed for Tripartite Panel Review. The appeal will be reviewed by the Medical Director. A work status issue that is resolved in the employee's favor without the necessity for Tripartite Review will entitle the employee to restoration of sick leave used during the period of the disputed work status, provided that the employee took reasonable steps to timely provide medical information necessary for OHS to resolve the issue in the employee's favor and it is reasonable to conclude that the employee's medical condition did not change in the interim. The determination of whether an employee took such reasonable steps and whether or not the employee's medical condition changed in the interim shall be decided via the expedited arbitration procedures in Section 2.1B of the collective bargaining agreement used to resolve shortage, differential and sick leave disputes). In no event shall an employee be entitled to any restoration of leave and/or pay for any period preceding ten (10) days from the date of receipt of the appeal form by OHS.

• Timely appeals that are unresolved as described above will be decided by a Tripartite Panel of Physicians (hereinafter, "the Panel").

- The panel shall be made up of 3 physicians, one chosen by the Union, one chosen by Management and a third chosen by those two physicians from a list of neutral physicians who are mutually selected by the parties. The panel will meet as frequently as necessary to ensure expeditious processing of appeals. The panel's review will include:
  - A medical record review, including each party's submission.
  - An oral presentation at either party's option.
  - The panel will have the authority to direct the employee to undergo additional examination(s) and order any diagnostic tests deemed necessary. The cost of such additional testing will be shared equally between the parties.
- Within five (5) business days of receipt of the appeal by OHS, the Union will be provided a copy of the employee's OHS medical record. The matter will be scheduled for review by the panel within two (2) weeks of transmission of the medical record to the Union. The location and time of the panel meeting will be mutually agreed upon between the Neutral Physician, the Authority's Physician and the Union's Physician. If at the panel meeting it is determined that the employee requires a physical examination by the neutral physician, another physician or that diagnostic or other tests are required, such examination or testing shall be promptly scheduled (contemplated as within a week of the determination of the need for such additional examination/testing). The panel meeting will be permitted to be conducted via conference call, if required in order to ensure a prompt scheduling, review and decision. Where additional medical evidence is gathered following the initial meeting, it will be received by the neutral physician and shared with the respective parties' members.

Page 1

- Within one week of the meeting described above, or where additional medical evidence was sought, within one week of its receipt by the panel, the panel shall make its determination by majority vote. The decision will be rendered in writing by the Neutral Physician.
- The decision of a majority of the panel will be final and binding and not subject to arbitral review. The majority decision must:
  - be consistent with NYC Transit's medical standards/job profiles
  - give a diagnosis and work status in the employee's title
  - not add to, delete from, or modify any of the provisions of the Agreement, written rules of NYC Transit, Policy/Instructions, relevant statutes or NYC Transit's medical standards
- All fees of the neutral physicians will continue to be divided evenly between NYC Transit and the Union. Fees of the physicians selected to represent the Union and NYC Transit will be the responsibility of the respective party.
- Where TWU identifies a Transit-promulgated medical standard (1) that it contends is unreasonable based upon current medical practices or procedures or (2) that does not contemplate a physician's discretion in making a fitness for duty determination in a particular title and the Union believes that the standard should be modified to permit discretion on a case-by-case basis, it will identify the particular standard, in writing, and give notice to NYC Transit. NYC Transit will meet with the Union to review its concern. If NYC Transit disagrees with the Union's position, the dispute will be submitted to a Tripartite Panel made up of a representative of Transit, one from the Union and an agreed upon neutral medical expert. The decision of the majority of the panel concerning that specific standard shall be binding on the parties. It is understood that the panel decision will not be retroactively applied to appeals decided prior to any modification of the applicable standards.
- When an employee has a medical appeal, the resolution of which could be affected by a pending appeal of a medical standard, the time frames set forth herein can be suspended.
- The parties agree to meet within twenty days of the execution of this agreement to determine whether the category of injury-on-duty cases that are currently subject to appeal can be appealed through this newly agreed upon process or will continue to be processed through current procedures.
- The parties shall make every effort to implement the terms of this agreement on or before April 3, 2003. In the interim, the existing procedures shall continue. Further, pending completion of the determination concerning IOD medical appeal cases, the existing procedures shall remain in effect.

This agreement is subject to an entire agreement on a successor agreement for the Transport Workers Union, Local 100.

For MTA NYC Transit

For Transport Workers Union, Local 100

# Notice of Medical Appeal to Tripartite Panel

Page 2

		•	
Name	Pass	Title	_
OHS/WCD Work Status as [RW=Restricted Work; NV		Medical Appeal	(RW, NW)
Date disputed work status f	first determined b	oy OHS:	
I bereby dispute the 🗌 mean bereby request that this dis determination. I bereby au	pute be submitted	l to a Tripartite Physic	
Employee Signature	Dated	Street Address	
Telephone Number	1. X	City, State, Zip Co	ode
To be completed by Employ [Please attach any relevant order to assist the Tripartit	medical evidence,	, including diagnostic to	nd Medical Condition] est results, medical history, etc.
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A28

# ATTACHMENT

## Bargaining Unit Protection Memorandum of Understanding

In full settlement of all issues raised by Union and Management, the following has been agreed to by the parties:

- 1. As part of an ongoing, joint, cooperative effort to evaluate TWU Local 100 proposals to have maintenance, repair, reconstruction or construction work performed by in house forces, the parties agree to convene, at least annually, a labor-management committee meeting. The parties recognize that in-house performance of certain projects has been demonstrated to be comparable to similar work that has been contracted out. The purpose of the committee is to study bringing more work in-house.
- 2. The parties agree to engage in this joint, cooperative effort to afford the TWU Local 100 the opportunity to present proposals to Transit for keeping or bringing work in-house. The parties agree that Transit will provide information reasonably necessary to the formulation of such proposals, such as Transit or market estimates of the cost of acquiring vehicles, equipment and facilities. Subject to funding requirements, the parties agree to use the incremental method for calculating overhead costs applied to TWU Local 100 proposals for utilizing inhouse forces.
- 3. The parties agree that Transit's acceptance or rejection of any TWU proposal shall not be subject to the grievance procedure and cannot be utilized in any subsequent grievance hearing or litigation. In agreeing to such a committee, both parties are reserving their full rights pursuant to the current collective bargaining agreement language.
- 4. All information concerning projects which the TA is considering farming out shall be provided to the Union at least 30 days in advance of a request to submit a Request For Proposals or other solicitation. Upon the request of the Union, the TA shall meet within one week to describe the project and answer questions that Union representatives may have about the project.

This package is subject to an entire agreement on a successor agreement.

For: Transport Workers Union, Local 100

For: MTA NYC Transit

Roger Toussaint, President

Date

Lawrence Reuter, President

Date

A29

This will confirm our understanding with respect to paragraph 4(a) on the Attachment concerning Child Care/Family Needs that it is the Authorities' intention to insure that determinations and investigations regarding sexual harassment are made by personnel appropriately trained in that field.

Roger Toussaint

Gary J. Dellaverson

This will confirm our understanding with respect to the December 16, 2002 Memorandum of Understanding:

In connection with the provision of the Miscellaneous Provisions entitled "Days of Payment/Sealed Envelopes" and the Attachment concerning "Surface Consolidation," the parties agree that if the Authorities wish to unify the pay date after Consolidation, the principals will discuss this issue further.

Roger Toussaint

Gary J. Dellaverson

This will confirm our understanding with respect to the December 16, 2002 Memorandum of Understanding:

- 1. In the event that ratification of the Agreement fails, none of the provisions of the Agreement or of the accompanying Departmental Agreements may be introduced in any interest arbitration proceedings on t he contract to be effective December 16, 2002.
- 2. The Preambles which appear in various places in the Agreement and the accompanying Departmental Agreements which read "in full settlement of all issues raised" are not intended to preclude further appropriate discussion in the subject areas to which they relate.

Roger Toussaint

Gary J. Dellaverson

This will confirm our understanding with respect to the Attachment concerning Apprenticeship Program it is the consensus of the parties that the existing structure of the Apprenticeship Program shall be re-invigorated to provide for mutuality and joint decision-making.

Roger Toussaint

Gary J. Dellaverson

# RTO Memorandum of Understanding

In full settlement of all issues raised by Union and Management the following has been agreed to by the parties subject to the approval of the principals:

# I. <u>RDO Swaps</u>

Management agrees to allow Train Operators, Conductors and Tower Operators to swap RDOs with the following Understanding:

- employees swap both RDO's for the week;
- the employee agreeing to the swap must already be qualified to cover the job of the employee requesting the swap;
- both employees involved in the swap must work the same tour of duty;
- both employees agree to accept the actual pay associated with the job worked one may have a penalty job and the other doesn't; one may have a yard job,
- no swapping RDO's on recognized NYCT holidays;
- each employee is allowed to initiate three (3) swaps per pick and each employee can be the recipient off three (3) swaps per pick;
- if an employee agrees to a swap and calls in sick on his assigned day, doctors' lines are required for payment of the sick day;
- requests for swapping are required in the Crew Assignment Section (CAS) at least 10 calendar days prior to the RDO swap request;
- subdivision "A" will allow 20 swaps per week 10 Conductors and 10 Train Operators;
- subdivision "B" will allow 30 swaps per week 10 Conductors and 20 Train Operators;
- subdivision "A" will allow 1 swap per week for Tower Operators;
- subdivision "B" will allow 2 swaps per week for Tower Operators;
- no" absentee codes (017, 020, etc.) win be granted for the agreed-upon swap days;
- both employees involved in the swap are responsible for submitting the form to the CAS by the 10-day deadline;
- employees must call the CAS at least seven (7) days prior to the swap to verify that the swap was approved.

Management's decision in allowing swaps is not subject to the grievance procedure.

# **II.** <u>Request for Days Off/Time clocks</u>

• It is understood that an employee must submit a written request for days off no more than 30 days and at least ten days prior to the desired day. Such requests

may be granted in accordance with operational need on a "'first come" basis.

- •Management will provide four (4) time clocks to accommodate the written request. One clock will be located in Manhattan; one in the Bronx; one in Brooklyn and one in Queens.
- Employees may continue to mail in requests, however a clocked in request will take precedence over a mail in request.
- It is understood that employees are not entitled to be paid for time used to request time off.
- It is understood that Management's determination in granting time off pursuant to this provision is not subject to the grievance procedure.

# III. Docket Number for Sick Leaves

Management agrees to provide docket numbers when RTO employees call in sick. This will prove time of call. The Docket Number will be used for sick calls and for calls in and out of the house.

It is understood that all other provisions of §2.6 of the collective bargaining agreement have full force and effect.

# IV. Jury Duty

Management agrees to amend §2.8 of the collective bargaining agreement for the Division of RTO only to allow employees who are on jury duty but are relieved from service to work their regular picked assignment while on any duty leave with the following conditions:

- employee must notify the CAS with sufficient time to have the CAS schedule the employee. It is understood that no employee is entitled to work a tour that provides insufficient rest or violates the Department's hour of service rules;
- employees must request to be placed in their regular picked assignment.

It is understood that all other provisions of §2.8 have full force and effect.

# V. <u>Creation of Committee to Study Recovery Time</u>

• The parties agree to establish a committee that will meet periodically to review and study issues involving terminal recovery time with the goal of reviewing the appropriateness of existing schedules.

It is understood that no additional release time will be utilized relating to this committee.

This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2002.

This Divisional package is subject to an entire agreement on a successor agreement for the Transport Workers Union, Local 100.

For MTA-NYC Transit Division of Subways

For Transport Workers Union, Local 100

Date merhorn 16/02

Nathaniel Ford Date Chrof Fransportation Officer, RTO

12/16/02 Date Labor Relations

Vice President, RTO

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#### **SECURITY - NYCTA**

In full settlement of all the issues raised by the Union and Management, the following has been agreed to subject to the approval of the principals:

- ? Management will ensure that TPPA's receive appropriate training regarding their duties during a heightened state of security.
- ? Current AVA maximum of six (6) days' accrual will be increased to eight (8) days for employees with fifty percent (50%) or greater of their potential sick leave balance as herein described. Commencing with the first full leave year following ratification of this agreement. Employees who have taken six (6) days of sick leave or fewer in the prior leave year will be permitted to accrue two (2) additional AVA days during the succeeding leave year. Thereafter, each year an employee uses six (6) or fewer sick leave days in the leave year, the employee will be permitted to accrue two additional AVA days in the succeeding leave year up to a total accrual limit of ten (10) AVAs. This provision shall not apply to any employee who did not accrue the full twelve (12) sick leave days in the leave year being reviewed. An employee who does not have the maximum number of AVAs in his/her bank will be allowed to replenish up to his/her maximum at any time.

This Divisional package is subject to an entire agreement on a successor agreement for the Transport Workers Union, Local 100.

This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2002.

For MTA-NYC Transit Division of Security

For Transport Workers Union, Local 100

John A Jimerson Date

Chuef of Security

Relations

12/16/02

Neil Persaud Date Vice President, Car Equipment

# SECURITY - MaBSTOA

In full settlement of all the issues raised by the Union and Management, the following has been agreed to subject to the approval of the principals.

- Each TPPA will be provided. Without cost to themselves approved safety work shoes. It is understood that these shoes are part of the uniform.
- The parties agree that the Division of Security will select and assign extra list employees.

This Divisional package is subject to an entire agreement on a successor agreement for the Transport Workers Union, Local 100.

This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2002.

For MTA-NYC Transit Division of Security

For Transport Workers Union, Local 100 MaBSTOA

Date

Connie Friel Vice President. MaBSTOA

12/15/02

John A. Jimerson Date Chief of Security 12/16/02 Date abor Relations

12/15/02

# Department of Buses Transportation Division

In full settlement of all issues raised by the union and management, the following has been agreed to subject to the agreement of principals.

1. The language in the contract concerning run and work scheduling procedures for bus operators shall be amended as follows:

When a new run or work schedule is prepared, a copy thereof shall be given to the Union as soon as possible, and in no event less than twenty (20) days prior to the date set forth as the date on which it will be posted for pick.

2. The number of AVA days which a Bus Operator in MaBSTOA may bank in any given year will be increased from three (3) to four (4).

3. The stand-time provision which applies to MaBSTOA bus operator schedules will be applied to Transit Authority bus operator schedules.

This divisional package is subject to an entire agreement on a successor agreement for the Transport Workers Union, Local 100.

This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective 16 December 2002.

For MTA NYC Transit

Milla Date Sr. 12/16/02 Date lations

For Transport Workers Union, Local 100 Amin Khap Date Vice President, P S -16-02 Date

Connie Friel Vice President.



December 16, 2002

Mr. Amin Khan Vice President, TA Surface 80 West End Avenue New York, NY 10023

Mr. Thomas McKeown Chairman TA Maintenance 80 West End Avenue New York, NY 10023

Re: Central Work Crew

Dear Messrs Khan and McKeown:

This letter confirms our agreement reached on 15 December 2002 relating to the Division of Facilities in the Transit Authority.

Prior to the next TA Plant and Equipment general pick, the DOB Division of Facilities will meet with the union to discuss the economic feasibility of creating a central work crew to perform S.O. functions on non-fixed equipment.

Sincerely,

William P. Reilly Chief Facilities

cc: L. Reuter

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Agreed:

Date: 12/17/02

Amin Khan

\_\_\_\_ Date: 12-16-02

Thomas McKeown

In fun settlement of and the issues raised by the Union and Management, the following been agreed. . To subject to the approval of the principals.

# MOW - Power Distribution

- Current AVA maximum of 6 days' accrual will be increased to 8 days for employees with 50% or greater of their potential sick leave balance as herein-described. Commencing with the first full leave year following ratification of this agreement, employees who have taken 6 days of sick leave or fewer in the prior kave year will be permitted to accrue two additional AVA days during the succeeding leave year. Thereafter, each year where an employee uses 6 or fewer sick leave days in the leave year, the employee will be permitted to accrue 2 additional AVA days in the succeeding leave year up to a total accrual limit of 10 AVAs. This provision shall not apply to any employee who did not accrue a full twelve (12) sick leave days in the leave year being reviewed.
- The provisions of §3.7L of the collective bargaining agreement shall be made applicable to employees in Power Distribution.
- Employees are required to call in to the field office 2 hours prior to the scheduled start time of RDO overtime to determine if it is cancelled. There shall be no entitlement to any minimum hour guarantee for employees who do not call in as described above.
- The parties agree to a one year pilot concerning overtime distribution practices. During the one year pilot, where employees are currently canvassed for overtime on the basis of strict rotation without regard to overall hours worked, such employees will during the life of the pilot be canvassed based on total accumulated overtime hours at the time of the canvass, with the employee with the least accumulated hours being first canvassed. At the end of the one year period of canvassing in the manner described herein, either party may opt to end the pilot and return to the prior method of canvassing.
- The parties will discuss the feasibility of introducing a Quarter Day Vacation Usage Program similar to the pilot program agreed to in Power Group, based upon the success of the pilot in Power Group.
- For Power Distribution employees, Section 3.5{Q)(l) is amended to read as follows: "The Chairman, Power Distribution, will be furnished with a departmental list of hourly employee overtime of total hours worked the previous week. This list will be provided on a weekly basis."

This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective December .6, 2002.

This Divisional package is subject to an entire **agreement on a successor** agreement for the Transport Workers Union, Local 100.

12/15/02 Tony Utano Tr insport Workers Union, Local 100 15/02 Workers Union, Local 100

In full settlement of all the issues raised by the Union and Management, the following has been agreed to subject to the approval of the principals.

# MOW - Power Group

- Current AVA maximum of 6 days' accrual will be increased to 8 days for employees with 50% or greater of their potential sick leave balance as herein described. Commencing with the first full leave year following ratification of this agreement, employees who have taken 6 days of sick leave or fewer in the prior leave year will be permitted to accrue two additional AVA days during the succeeding leave year. Thereafter, each year where an employee uses 6 or fewer sick leave days in the leave year, the employee will be permitted to accrue 2 additional AVA days in the succeeding leave year up to a total accrual limit of 10 AVAs. This provision shall not apply to any employee who did not accrue a full twelve (12) sick leave days in the leave year being reviewed.
- Quarter Day Vacation Usage Pilot Program: At the beginning of the leave year, each employee will be permitted to designate one (1) day of vacation to be broken up into quarter (1/4) days. Subject to a quota set by management, employees may, with a minimum of two days' written notice to management, elect to take such leave in quarter days during the last two hours of their regularly scheduled tour of duty. On any day, no more than two hours of leave will be approved. Employees who are approved to take such leave during the last two hours of the tour of duty will be permitted to leave directly from the worksite. The above described pilot will continue for one full calendar year following ratification of the entire agreement. At the conclusion of that one calendar year, if per employee sick leave usage is not at least one day lower than at the end of the last calendar year, either party may, at its option, terminate the pilot. Upon termination of the pilot, unused quarter day vacation time will be cashed out. In the System Operation group, this may only be used when employees rotate onto the day watch.
- The parties agree to establish a committee which will explore the feasibility of an alternate work week at Pitkin Yard. Such an alternate work week may consist of four days at ten hours per day. The labor management committee will identify issues and working conditions which may be affected by the alternate work week program. These include but are not limited to leave accrual and leave usage, overtime pay and regular days off. Prior to initiating such work program there must be a Stipulation of Agreement between New York City Transit and the Union.

This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2002.

This Divisional package is subject to an entire agreement on a successor agreement for the Transport

orkers Union Local 100. Transport Workers Union, Local 100/

12/16/02 ansit.

Transport Workers Union, Local 100

In full settlement of all the issues raised by the Union and Management, the following has been agreed to subject to the approval of the principals.

## **MOW - Track**

- Current AVA maximum of 6 days accrual will be increased to 8 days.
- **Rodenticide** : The Authority will create one (I) TKW specialist job (Rodenticide) at the TKW Specialist rate. Such job will be a distinct job on a pick. Transit will provide training for licensing examinations for individuals who pick such job. Individuals who do not pass the examination shall reimburse Transit for the cost of the training. Employees must be appropriately licensed to be eligible for these assignments. Individuals who successfully pick and are licensed shall be locked in to the job for three (3) years. Nothing in this agreement shall be construed to limit the Authority in assigning such work to other individuals as it has in the past.
- **RDO Swap Pilot Linden Shop Fabrication**: As soon as practicable based upon the Authority's ability to implement computer programming to ensure compliance with FLSA requirements, a pilot program will be established to permit RDO swaps among employees in Linden Shop Fabrication. It is understood that such swaps must be within the same Sunday Saturday payroll week; employees must be on the same tour of duty; each employee must sign off on form provided by Authority; employees must give at least one payroll week prior notice or 7 day pre-switch notice, whichever is greater; management will permit up to 2 swap events in one payroll week; failure to report for a swap assignment results in ban on future participation for one (1) year. It is expected that per employee sick leave usage at Linden Shop Fabrication will improve by one day over the year prior to the implementation of the pilot. The pilot shall continue for the term of the collective bargaining agreement.

This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2002.

This Divisional package is subject to an entire agreement on a successor agreement for the Transport Workers Union, Local 100.

John Samuelsen. Acting Vice President port Workers Union. Local 100

12.16.02

Alfonce Wojcik Acting Chief Trac 12/16/02 Vice President OLR itellev Tran hit

# REVENUE PROCESSING COORDINATORS MEMORANDUM OF UNDERSTANDING

In full settlement of all the issues raised by Union and Management, the following has been agreed to by the parties subject to the approval of the principals:

- 1. The workweek for Revenue Processing Coordinators will be increased from 35 to 40 hours with a commensurate increase in pay.
- 2. Revenue Processing Coordinators will be allowed two 10 minute breaks per day.

This Divisional package is subject to an entire agreement on a successor agreement for the Transport Workers Union, Local, 100.

This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2002.

For MTA New York City Transit

For Transport Workers Union, Local ) 100

mm friel 12-16-02

Thomas J. Savage Date Senior Vice President Department of MetroCard Operations

alph J. Aghitelley ice President, Labor Relations

Date

**Connie Friel** Vice President

Date

"

# DIVISION OF STATIONS MEMORANDUM OF UNDERSTANDING

In full settlement of all the issues raised by Union and Management, the following has been agreed to by the parties subject to the approval of the principals:

Cleaners:

- 1. Eliminate the \$50 annual shoe allowance. Management agrees to issue 2 pairs of shoes in 2003 and one pair a year each year thereafter.
- 2. Cleaners will be issued a total of 8 long sleeved shirts per year and may chose between any combination of the currently issued knit shirt and the turtleneck shirt currently available from the vendor.
- 3. All Cleaners will be issued knit caps
- 4. During snow emergencies, Cleaners must report on their first RDO at their selected reporting locations. Assignments during the first ROO are subject to the needs or the Division and may requite holding Cleaners over for a maximu m of 4 hours. Furthermore, Management reserves the right to require Cleaners report on their second RDO only with the approval of Senior Management after consulting with the Union Vice President.

Station Agents:

- I. The \$1.00 per hour AFC differential shall be rolled into the base rate for all positions, now and in the future, that currently receive the rate..
- 2. Station Agents who are prevented from having at least 2S minutes for lunch will be allowed one-half hour extra pay at their regular rate provided the loss of lunch time is proved to the satisfaction of the Superintendent.
- 3. Management agrees to change the designation "Railroad Clerk" to "Station Agent" wherever it appears in the contract. However, it is understood that such change will in no way change the current meaning of the contract with regard to that tide.

This Divisional package is subject to an entire agreement on a successor agreement for the Transport Workers Union, Local 100.

This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2002.

For MTA New York City Transit

For Transport Workers Union, Local 100

thony Gindice f Station Off Date

Darlyne Lawson12/16/02Darlyne LawsonDateVice PresidentDate

# The Consolidated Electronic Shop at Woodside

In full settlement of the issues raised by the Union and Management, the following has been agreed to subject to the approval of the principals:

The parties agree to amend the Agreement between the New York City Transit Authority/MaBSTOA and the Transport Workers Union, Local 100, dated December, 19917, to include the amount of \$1.90 per hour paid to maintainers (heretofore paid as a differential) to be paid as part of the base hourly rate effective upon full ratification of this agreement.

The parties also agree to amend the first paragraph of Section (7)(1) of the 1997 Agreement to have employees be able to pick their RDOs and shift. This amendment does not modify any other provisions of the 1997 agreement.

This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2002.

This Divisional amendment is subject to an entire agreement on a successor agreement for the Transport Workers Union, Local 100.

For MTA New York City Trans it

12/16/02 ident, TIS

Dated

For Transport Workers Union, Local 100

John Acting Vice President, MOW

#### Memorandum of Understanding Division of Supply Logistics Transit Authority

In full settlement of all issues by the Union and Management, the following has been agreed to subject to the approval of the principals. .

1) Coverage for holidays in Satellite Storerooms not selected at the vacation pick will be selected by seniority by the following:

Railroad Stock Workers Level II selecting either Bus, Subways North or Subways South will select their holidays by overall seniority within each of these three respective areas. Utility and Absentee Relief within these three areas will separately be used for coverage at no additional cost to Management. If all Utility and Absentee Relief are utilized the junior RRSWIIs within each location will be assigned to holiday coverage at no additional expense to Management.

- <sup>2)</sup> Employees shall be permitted to accrue up to eight (8) AVAs.
- <sup>3)</sup> The vacation schedule shall be changed to coincide with the calendar year.

This Divisional package is subject to an entire agreement on a successor agreement for the Transport Workers Union, Local 100.

This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2002.

For NYC Transit Division of Supply Logistics

•••

For Transport Workers Union. Local 100

12/16/02\_\_\_\_

Edward J. Spellman. Date Vice President Supply Logistics

12/16/02

Darlyne Lawson Vice President Date

12/15/02 4:49 PM



December 15, 2002

Mr. John Samuelson, Acting Vice President, MOW Transport Workers Union, Local 100 80 West End Avenue New York, NY 10023 Re: New Technology Titles

Dear Mr. Samuelson:

This letter will confirm that the parties agree that within two months of the full execution of the agreement they will establish a committee to review the development of different levels within the Telephone Maintainer and Signal Maintainer titles. The Committee will discuss the working conditions and wage rates for the levels. The Committee will also review the wage rates and working conditions of the EEMs. The Committee will meet for one month and seek to reach a mutually acceptable agreement.

Sincerely resident, T.I.S.

CC: L. Reuter

alphalu

Michael Lombardi Acting Sr. Vice President, Subways

Agreed to by:

John Samuelson

Acting Vice President, MOW TWU, Local 100



December 15, 2002

Ms. Darlyne Lawson, Vice President Mr. Connie Friel, Vice President Transport Workers Union, Local 100 80 West End Avenue New York, NY 10023

Re: Increase in Weapons Training

This is to confirm our conversation that Management will increase annual weapons training/firing range time for Collecting Agents from once a year to twice a year and will implement such training/range time increase as soon as practicable.

Si

ard Operations

Agreed to:

Agreed to:

12/16/02

12/16/02

**Darlyne Lawson** 

ConnieFriel

#### Department of Buses Maintenance Department

In full settlement of all issues raised by the Union and Management, the following has been agreed to subject to the approval of the principals..

1. The Authority agrees to expeditiously process proven employee payroll discrepancies.

2. In the event a maintenance employee is unable to be fitted with a wood shoe by the vendor providing shoes on Authority proper, the employee may purchase a pair of ANSI certified work shoes and will be reimbursed, upon the submission of proof satisfactory to the Authority, in an amount not greater than the average amount which the Authority pays for the shoe in that distribution year. The number of maintainers eligible for this exception will be capped at 10 percent of the total DOB maintenance employees. If the need for this exception reaches the 10 percent level, the Authority will review the matter to determine what problems, if any, which might exist and cause the high number of exceptions. The shoes distribution will take place during the third quarter.

3. The reimbursement for stolen tools in section 5.2.M (3) and 6.4.L (3) will be increased from \$300.00 to \$400.00.

4. The Authority will make a one-time payment to maintainers to purchase metric tools in the amount of \$200.00. This payment will be to maintenance employee incumbents required to purchase metric tools who are in title as of 1 January 2003. Section 5.2.M(5) and 6.4.L (5) will be eliminated from the contract.

5. The Authority will substitute the bib overalls and jacket specified in the 15 December 1999 MOU with a "Carhartt" Artic jacket or its equivalent. The jacket will have reflective markings and New York City Transit logos. The jackets will be distributed to DOB Maintenance employees on or before 1 October 2003.

6. Maintenance employees assigned to training at non-MTA locations will be paid at their regular rate and for the tour of duty assigned on those training dates. Employees will receive travel allowance pursuant to policy instruction 6.7.5.

7. The meal allowance will be increased to five dollars for the maintenance department of the Department of Buses only. The Union waives the right to grieve any and all past issues associated with emergency meal allowance in both the OA and TA.

8. The Authority will increase the permitted number or accrued AVA days for OA maintenance employees to four (4) per annum.

This Divisional package is subject to an entire agreement on a successor agreement for the Transport Workers Union, Local 100.

This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2002.

For MTA:-NYC Transit- Department of Buses	For Transport Workers Union Local 100
John P. Walsh, Chief Maintenance Officer	Amin Khen, Vice President, TA Surface
Joseph J, Smith, General Manager 12/16/07 Ralph J. Agniteller, Vice President, OLR	Connie Friel, Vice President MaBSTOA James Lynch, Director of Maintenance MaBSTOA Moment Lince 12/16/02 Thomas Lenane, Chairman, Mtce., MaBSTOA
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CURRENT TOOL LIST

	QTY.	UNIT	DESCRIPTION OF TOOLS	COST	REMARKS	٦u
	11	EA.	1/4" SQUARE DRIVE: STANDARD SOCKETS 5/32 TO 9/16"	\$18.99	CRAFTSMAN - 34434	
/	1	EA.	1/4" SQUARE DRIVE: REVERSIBLE RATCHET	\$14.99	CRAFTSMAN - 43187	
/	10	EA.	1/4" STANDARD DEEP 3/16 TO 9/16"		CRAFTSMAN - 34431	
/	5	EA.	3/8" SQUARE DRIVE 6 PT SOCKETS 1/4 TO 1/8"		SNAP ON ONLY F308, F310, F312, F314, F3156	
	8	EA.	3/8" SQUARE DRIVE 12 PT SOCKETS 2/8 TO 1/3 16 "		CRAFTSMAN - 34461	
	3	EA.	3/8" SQUARE DRIVE 3 EXTENSIONS 3, 6 AND 10"		CRAFTSMAN - 43365	
	1	EA.	3/8" SQUARE DRIVE 10" FLEX HANDLE		CRAFTSMAN - 44363	
	9	EA.	3/8" SQUARE DRIVE 6 PT DEEP SOCKETS 3/8 - 7/8"		CRAFTSMAN - 34439	_
	1	EA.	3/8" SQUARE DRIVE REVERSIBLE RATCHET		CRAFTSMAN - 44808	_
	1	EA.	3/8 SQUARE DRIVE UNIVERSAL JOIN		CRAFTSMAN - 4438	4
/	12	EA.	1/2" SQUARE DRIVE 12 PT SOCKETS 1/2 TO 1"	· · ·	CRAFTSMAN - NON SET	_
No /	9	EA.	1/2" SQUARE DRIVE SOCKETS 12 PT 1/2 - 1" DEEP	\$63.91	CRAFTSMAN - NON SET	_
Agreement	3	EA.	1/2" SQUARE DRIVE 3 EXTENSIONS 3, 6 10"	\$19.99	CRAFTSMAN - 43283	
on this	1	EA.	1/2" SQUARE DRIVE 18 FLEX HANDLE	\$23.99	CRAFTSMAN - 44201	
list	1	EA.	1/2" SQUARE DRIVE REVERSIBLE RATCHET	\$21.99	CRAFTSMAN - 44809	
AK	1	EA.	1/2" SQUARE DRIVE UNIVERSAL JOINT	\$11.99	CRAFTSMAN - 4425	
12/15/2002	20	EA.	STANDARD HEX KEY WRENCHES		CRAFTSMAN - 48813	
		EA.			CRAFTSMAN - 46989	-
2:20 AM	15 6	EA.	6 PT. COMBINATION WRENCH SET 1/2 - 1 1/4"		CRAFTSMAN - 46989 CRAFTSMAN - 43928, 43926, 43943, 43929, 43928, 43922	-
\ \	-	EA.	LONG BOX END WRENCHES 3/8 X 7/16 - 15/16 x 1"			-
\ \	<u>3</u> 5	EA. EA.	SHORT BOX END WRENCHES 3/8 x 7/16 - 5/8 x 3/4" 6 PIECE PUNCH AND CHISEL SET		CRAFTSMAN - 43666, 43661, 43665 CRAFTSMAN	-
		EA. EA.	SLOTTED SCREWDRIVERS	\$14.99	CRAFTSMAN CRAFTSMAN - 41583, 41584, 41576, 41585	
	1	EA.	16" ROLLOING WEDGE PRY BAR		CRAFTSMAN - 41303, 41304, 41370, 41303	-
	1	EA.	12 OZ. BALL PEIN HAMMER		CRAFTSMAN - 4265 CRAFTSMAN - 38464	-
	1	EA.	HACKSAW WITH EXTRA BLADES		CRAFTSMAN - 3557, 68852, 36131	-
\	1	EA.	6" LONG NOSE PLIERS		CRAFTSMAN - 45102	7
	1	EA.	9 1/2" ARC JOINT PLIERS		CRAFTSMAN - 45381	
\	1	EA.	SLIP JOINT PLIERS		CRAFTSMAN - 45378	
	1	EA.	HEAVY DUTY PLIERS		CRAFTSMAN - 45380	
\	1	EA.	DIAGNOL CUTTLING PLIERS		CRAFTSMAN - 45074	
N N	1	EA.	VISE GRIP 7"		CRAFTSMAN - 45626	-
\	4	EA.	FLARE NUT WRENCHES 1/8 X 7/16, 1/2 x 9/16, 5/8 x 11/16 AND 3/4		CRAFTSMAN - 44195	
	7	EA.	STANDARD NUT DRIVER SET 3/16 - 1/2"		CRAFTSMAN - 4196	
1	2	EA.	ADJUSTABLE WRENCH 8" AND 12"		CRAFTSMAN - 44603, 44606	
	2	EA.	PHILLIPS SCREWDRIVERS #1 AND #2		CRAFTSMAN - 41294, 41295	
1	1	EA.	2 LB. LUMP HAMMER		CRAFTSMAN - 38262	
1	1	EA.	TOOLBOX AND TRAY		CRAFTSMAN	
			TOTAL	\$803.27		
		-	METRIC TOOL INV	ENTORY	·	-
ок 🖊	1	SET	13 PC. METRIC COMBIN. WRENCH SET (8-20 MM)		CRAFTSMAN - 46932	
AK	1	SET	10 PC. 1/4" SQ. DR. METRIC 6 PT SOCKETS (5-14 MM)		CRAFTSMAN	
12/15/2002	1	SET	10 PC. 1/4" SQ. DR. METRIC 6 PT SOCKETS (3-14 MM)		CRAFTSMAN 34438	
						-
2:20 AM	1	SET	9 PC. 3/8" SQ. DR. METRIC 6 PT SOCKETS (10 - 18 MM)		CRAFTSMAN	-
$\backslash$	1	SET	10 PC. 3/8 SQ. DR. METRIC 6 PT DEEP SOCKETS (10-19 MM)		CRAFTSMAN	-
$\setminus$	1	SET	11 PC. 12" SQ DR. METRIC 6 PT SOCKETS (9-19 MM)		CRAFTSMAN 34456	-
λ.	1	SET	6 PC. 1/2" SQ DR. METRIC 6 PT DEEP SOCKETS (13-18 MM)		CRAFTSMAN 34459	-
$\lambda$	1	SET	METRIC HEX KEYS (1 5-10 MM)		CRAFTSMAN	-
1			TOTAL	\$192.92	CRAFTSMAN	
N N						

#### ATTACHMENT A

# EXPENSE LIMITS: MEALS, LODGING AND PERSONAL AUTOMOBILES

# MEALS WHILE IN TRAVEL STATUS: PER DIEM ALLOWANCES

#### **Domestic Travel**

A per diem meal allowance of \$40.00 is allowed for an entire day while in travel status. For less than a full day while in travel status, the per diem allowance is located as follows:

Per Diem Meal	<u>Amount</u>	Beginning of Trip	Conclusion of Trip
Breakfast	\$10.00	Prior to 6:00 AM	After 8:00 AM
Dinner	\$30.00	Prior to 6:00 PM	After 8:00 PM

It is the policy of the Authority that lunch expenses while in travel status shall remain the obligation of the employee. An. employee who has been included in a business meal for which reimbursement is sought under the employee expense policy is not eligible for a per diem allowance for the same meal.

#### Foreign Travel

A per diem allowance for a specific foreign destination as set by the U.S. State Department, is allowed for meals and incidentals. Rates are available from the MTA New York City Transit Controller's Division or from the website: http://www.state.gov/www/perdiems/

Receipts for per diem allowances are not required.

#### **BUSINESS MEALS**

Actual, but reasonable. (The cost of alcoholic beverages is not reimbursable.)

#### LODGING (Hotels and Motels)

All travel arrangements for lodging must be made through the Authority's travel agent. NYC Transit follows the U.S. State Department Per Diem allowance for lodging at all domestic and foreign locations. Exceptions require approval of the Controller.

#### OTHER

Valet Charges (laundry, dry cleaning)

Domestic Travel	Actual. after third day in travel status.
Foreign Travel	Included in foreign per diem allowance, not reimbursable separately.

CF RJA

# NEW YORK CITY TRANSIT AUTHORITY POLICY INSTRUCTION

Subject	Classification	Issued	Number	
Expense Policy	Finance	2/4/00	6.7.5	
	TABLE OF CONTENT	<u>S</u>		
			Page #	
1.0 OBJECTIVE			$2 \\ 2$	
2.0 PURPOSE.			2	
3.0 SCOPE			2-5	
4.0 DEFINITIONS	4.0 DEFINITIONS			
<b>5.0 RESPONSIBILITIES</b>	5.0 RESPONSIBILITIES			
6.4 Travel: General Poli 6.5 Business Meals	6.1 General6.8 Lodging6.2 Methods of payments6.9 Extended & Weekend Stays6.3 Documentation6.10 Te lephone and Similar Services6.4 Travel: General Policy6.11 Foreign Travel6.5 Business Meals6.12 Other Reimbursable Expenses6.8 Per Diem Meal Allowance6.13 Interview & Relocation Expenses			
Justifi Group Confe Traini	7.0 DISCUSSION - Justification to Attend - Conferences, Seminars or Training Justification to Travel - Project Management Group Travel Conferences Training Approval Schedule			
8.0 PROCEDURE - Prep. o	8.0 PROCEDURE - Prep. of the Authorization for Travel & Seminar Attendance Form 28-31			
9.0 PROCEDURE - Steps for	or Attending Conferences, S	Seminars or Training	g. 31-33	
Held C 10.0 PROCEDURE- Steps fo	<ul> <li>9.0 PROCEDURE - Steps for Attending Conferences, Seminars or Training. Held Outside the Authority</li> <li>10.0 PROCEDURE- Steps for Traveling on Project Management Business</li> </ul>			
11.0 PROCEDURE - Reporti	11.0 PROCEDURE - Reporting and Processing Travel & Business Expenses			
12.0 PROCEDURE - Exception	ons		37	

A Expense Limits – Meals/Lodging B Expense Limits - Automobiles

Issued By	Supersedes	Page	1
Lawrence G. Reuter	6.7.4	of	37

CF AK

RJA

# ATTACHMENT B

# **EXPENSE LIMITS: AUTOMOBILE**

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# MILEAGE ALLOWANCE

32.5 cents per mile

(This rate, as calculated, includes costs for depreciation gasoline, oil maintenance and repairs, and insurance).

# PARKING AND TOLLS

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Parking and tolls are reimbursable at actual cost.

AK

CF

RJA

# Department of Buses - Maintenance Department Pilot Program for Increasing Helper Maintainer Practical Skills

In furtherance of sound Labor Relations, either party can choose to terminate the program through notification in writing to the other. Such notice of termination must be done at least thirty (30) days prior to the end of the year. Termination of the pilot project will not take effect until the end of the period. Among the criteria to be considered in determining whether the pilot is continued are the impact on employee availability, overtime and increased productivity.

The program would be designed to allow HM's and MHB's to perform the functions of assisting maintainers to perform tire changes both in the depot and on the road, winter operations (fire watch) and fire-watch (welder).

Helpers performing these functions will be paid a premium of \$.50 per hour while performing these functions.

The individuals would be trained in the performance of these functions and any equipment needed for these functions will be provided by the Authority.

# and MHB's AL 12/16 CF RJA

It is understood that HMs ^ assigned regularly to the tire changing assignment will be eligible to participate in the existing Productivity Incentive Program.

The parties agree to meet and discuss expansion of this program to increase employee eligibility.

This Divisional package is subject to an entire agreement on a successor agreement for the Transport Workers Union, Local 100.

This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective December 16,2002.

For MTA-NYC Transit - Department of Buses	For Transport Workers Union, Local 100
John P. Walsh, Chief Maintenance Officer	Amin Rhan, Vice President, TA Surface
Joseph A. Smith/General Manager	Connie Ariel, Vice President, MaBSTOA
Ralphy. Agritelley Vice President, OLR	James Lynch, Director of Maintenance, MaBS

Thomas Lenane 12-16-02

Thomas Lenane, Chairman, Mtce., MaBSTOA

## TRAFFIC CHECKERS

#### 1. JOB DESCRIPTION

The Traffic Checker job assignments shall include additional duties such as guide-a-ride signage updates Subway customer information center updates, and other functions that the parties may determine.

#### 2. FULL-TIME TRAFFIC CHECKERS

a. As soon as practical after full ratification of this agreement a full-time Traffic Checker title will be established with a minimum guarantee of thirty-five (35) scheduled hours per week. The duties and responsibilities of the full-time title will be interchangeable with those of the part-time Traffic Checker title. The rate of pay will be the top rate of the part-time Traffic Checker title.

b. Sixty (60) full-time Traffic Checkers will be appointed. Appointments will be phased in at a minimum of twenty (20) in each year over the three (3) year period. Appointment to the full-time Traffic Checker title will follow the following procedures: Employees from the part-time Traffic Checker title will be given an opportunity to express a preference for a full-time position. From that preference expression, a seniority list will be created. In seniority order, management will make its selection based upon the employee's work record. If NYC Transit chooses not to select an individual, the unionmay ask for a review with management. To be eligible for appointment to the full time title, an employee must have completed one year of service as a part-time Traffic Checker. Date of appointment to the full-time position will be the hire date to the Authority.

c. An employee appointed to the full-time title may carryover unused vacation hours from the part-time title. Vacation pay will continue to be computed as 1/52nd of the prior year earnings. Future vacation and terminal leave will follow the provisions for other full-time MaBSTOA hourly employees.

d. The holiday provisions for full-time Traffic Checkers will be the same as other full-time hourly MaBSTOA employees with the following exceptions: When an employee is not assigned to work on an observed holiday, and is otherwise eligible for holiday pay, the payment shall be computed on seven (7) hours per day. If the employee is required to work on the observed holiday, the number of hours to be banked as AVA or paid as extra holiday pay shall be seven (7) hours.

e. An employee appointed to the full-time title may carry over from the part-time title unused sick leave time on an hour for hour basis. Sick leave for full-time Traffic Checkers will be accrued on a basis of seven (7) hours per day at the same number of days as other full-time MaBSTOA employees. The number of hours paid for a sick day shall be the smaller of the balance available or the number of scheduled work hours for

that day. All other sick leave provisions shall follow those of other full-time hourly MaBSTOA employees.

f. Full-time Traffic Checkers shall receive all other leave provisions of full-time hourly MaBSTOA employees except that the number of hours per day, where applicable, shall be seven (7) hours.

g. Full-time Traffic Checkers will receive the same health and pension benefits as other full-time hourly MaBSTOA employees.

h. Full-time Traffic Checkers shall be granted a paid lunch period of thirty (30) minutes on every day when actual work time exceeds six (6) hours.

i. Full-time Traffic Checkers required to work in excess of forty (40) hours in one payroll week will be entitled to pay at one and one-half times his/her regular rate o of pay.

## 3. WORK ASSIGNMENTS

a. Part-time Traffic Checkers shall be scheduled for no less than the following hours per quarter: First year of the agreement - no less than 100 hours per quarter; second year of the agreement - no less than 150 hours per quarter; third year of the agreement and thereafter - no less than 195 hours per quarter.

b. The frozen group provisions of the pick procedures shall be eliminated for all specialized groups. The PES Group side letter agreement dated September 14, 1996 shall be rescinded.

c. Within a reasonable period of time, the department will develop a pilot program to enable employees to pick up their work assignments on a biweekly basis. Management will make reasonable efforts to print landmarks and bathroom locations on the work assignments.

d. Management shall continue to research and test pilot programs which have a goal of ensuring a fair allocation of base assignments to those employees with the most seniority and which address an equitable distribution of extra work.

#### 4. PART-TIME TRAFFIC CHECKER WAGE RATES

Part-time Traffic Checkers appointed on or after ratification shall be subject to the following wage progression:

 Entrance
 85%

 19th Month
 90%

 31st Month
 100%

12/16/2002 2:11:43 PM

## 5. NYC TRANSIT PASSES

NYCT Employee Picture Identification Cards (EPIC) will be issued to Traffic Checkers on their first day of work.

.6. This departmental package is subject to an entire agreement on a successor agreement for the Transport Workers Union, Local 100.

7. This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective December 15, 2002

NEW YORK CITY TRANSIT

TRANSPORT WORKERS UNION, LOCAL 100

Barbara R. SpencerDate12/16/02Executive Vice President MT ANew York City Transit

**Roger** Toussaint

President Transport Workers Union Local 100

# Division of Car Equipment 2002 Divisional Agreement

In full settlement of all the issues raised by Union and Management, the following has been agreed to subject to the approval of the principals:

- 1. Swap of Regular Days Off. Institute three swaps per year per employee. Swaps are submitted on a form authorized by management. All swaps must be submitted with at lease seven (7) days notice and be approved by management. Swaps will only be permitted between employees in the same title, tour of duty and responsibility center. If an employee who agrees to a swap is incapacitated due to injury or illness they must submit medical documentation to substantiate the illness. Employees who fail to do so will lose sick pay and may be subject to disciplinary action.
- 2. AVA 's: Increase the number of AVAs an employee can bank by two (2) (from 8 to 10 days). No more than two (2) AVAs can be cashed in at any one time.
- 3. Pick: Section 3.4 G (1) paragraph two will be modified to read: "Car Equipment will conduct one annual system-wide pick by each title. The move will occur on or about the first full week of December. If a job is abolished between picks the employee(s) shall retain his/her location, RDO, and tour of duty. If Management does not wish the affected employee(s) to retain his/her location, RDO, or tour of duty, Management may, at its option, conduct an additional pick in the appropriate division."
- 4. Team Concept on Car Inspection Lines: Management will post on each pick the job descriptions for each of the teams designated for car inspection. Employees will exercise a preference by seniority in selecting positions on each team. Such selection shall not prevent the employee from performing any inspection duties or from assisting a team member or the entire team in performing any tasks.

#### Assignments

6-Person Team	5-Member Team*
2 Propulsion	Under Car
2 Car Body	Car Body
2 Under Car	Propulsion

\* Assignment for the five Person Team will vary based on location.

#### Page 2

5. Overhaul Shops: The parties have agreed to post on the pick for Car Repairs: scheduled work, unscheduled work and projects.

In addition, the parties have agreed to post on the pick for Truck Shop: scheduled work and unscheduled work.

6 This agreement in no way modifies the parties' rights as set forth in the December 15, 1999 Memorandum of Understanding, the Arbitration Award dated May 12, 2000 and the agreement dated October 5, 2000 as it refers to pneumatic shop and electric bench.

This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2002.

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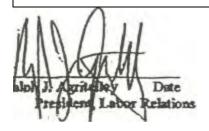
This Divisional package is subject to an entire agreement on a successor agreement for the Transport Workers Union, Local 100.

For MTA-NYC Transit

For Transport Workers Union, Local 100

Carlo Perciballi 12/18/02

Carlo Perciballi Date Chief Mechanical Officer Neil Persaud12/18/02Neil PersaudDateVice President, Car Equipment



#### **MOW -Infrastructure**

In full settlement of all the issues raised by the Union and Management, the following has been agreed to subject to the approval of the principals.

• Current AVA maximum of 6 days' accrual will be increased to 8 days.

#### • RDO Swap Pilot -

As soon as practicable based upon the Authority's ability to implement computer programming to ensure compliance with FLSA requirements, a pilot program will be established to permit RDO swaps among employees at West 4<sup>th</sup> Street (Infrastructure) and 14<sup>th</sup> Street (Station Maintenance – Lighting). It is understood that such swaps must be within the same Sunday - Saturday payroll week; at the 14" Street location, swaps must be within the same Responsibility Center; employees must be on the same tour of duty; each employee must sign off on a form provided by the Authority; employees must give at least one payroll week prior notice or 7 day pre-switch notice, whichever is greater; management will permit up to 2 swap events in one payroll week; failure to report for a swap assignment results in a ban on future participation for one year. It is expected that per employee sick leave use at each of the above locations will improve by one day over the year prior to the implementation of the pilot. The pilot shall continue for the term of the collective bargaining agreement.

This agreement shall not be offered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2002.

This Divisional package is subject to an entire agreement on a successor agreement for the Transport Workers Union, Local 100.

For MTA NYC Transit:

Michael A. Lombardi\_\_\_\_12/19/02

Michael A. Lombardi Acting Senior Vice President Department of Subways

# WAGE TABLES

# January 1, 2003 through December 15, 2005

Appendix A – Hourly Rates of Pay	A64
Appendix B - Annual Rates - Salaried Employees	A76
Appendix C - Night Differential Rates - Hourly Rated Employees	A78
Appendix D - Night Differential Rates - Salaried Employees	<b>A9</b> 0

		12/15/2001	01/30/2003	12/16/2003	12/16/2004
Title (code)		\$	\$	\$	\$
<b>Apprentices</b> Electrical (988), Mechanical (989), Structural (994)					
	Entrance	15.2450	15.2450	15.7025	16.1725
	2nd year	16.3300	16.3300	16.8200	17.3250
	3rd year	18.5075	18.5075	19.0625	19.6350
Bus Operator (141,325,326;266,608,609,684 Appointed Prior to 4/1/1980	4)				
for Provisionals	Entrance	20.5100	20.5100	21.1250	21.7600
	After 6 months	20.9900	20.9900	21.6200	22.2675
for Permanents	Entrance	20.9900	20.9900	21.6200	22.2675
	After 6 months	21.9000	21.9000	22.5575	23.2350
	After 12 months	22.8875	22.8875	23.5750	24.2825
Appointed on or After 4/1/1980 and Pri	or to 7/1/1985				
	Entrance	17.1650	17.1650	17.6825	18.2125
	7th month	18.3100	18.3100	18.8600	19.4250
	2nd year	19.4550	19.4550	20.0400	20.6400
	19th month	20.6000	20.6000	21.2175	21.8550
	3rd year	21.7425	21.7425	22.3975	23.0675
	31st month	22.8875	22.8875	23.5750	24.2825
Appointed on or After 7/1/1985 and Pri	or to 5/15/1992				
	Entrance	16.0225	16.0225	16,5025	16.9975
	2nd year	18.3100	18.3100	18.8600	19.4250
	3rd year	20.6000	20.6000	21.2175	21.8550
	4th year	22.8875	22.8875	23.5750	24.2825
	-				
Appointed on or After 5/15/1992	<b>-</b> <i>i</i>	10 0005	40.0005	40 5005	40.0075
	Entrance	16.0225	16.0225	16.5025	16.9975
	2nd year	17.1650	17.1650	17.6825	18.2125
	3rd year 4th year	19.4550 22.8875	19.4550 22.8875	20.0400 23.5750	20.6400 24.2825
	Hirycal	22.0070	22.0075	20.0700	24.2020
Cleaner (339,389;217,219) Appointed Prior to 4/1/1980					
for Provisionals	Entrance	18.4825	18.4825	19.0375	19.6075
for Permanents	Entrance	18.9750	18.9750	19.5450	20.1325
	2nd Year	19.3925	19.3925	19.9750	20.5750
Appointed on or After 4/1/1980 and Pri	or to 7/1/1985				
	Entrance	14.5450	14.5450	14.9825	15.4325
	7th month	15.5150	15.5150	15.9800	16.4600
	2nd year	16.4825	16.4825	16.9800	17.4900
	19th month	17.4525	17.4525	17.9775	18.5175
	3rd year	18.4225	18.4225	18.9775	19.5475
	31st month	19.3925	19.3925	19.9750	20.5750
Appointed on or after 7/1/85 and Prior	to 4/29/1988				
	Entrance	13.5750	13.5750	13.9825	14.4025
	2nd year	15.5150	15.5150	15.9800	16.4600
	3rd year	17.4525	17.4525	17.9775	18.5175
	4th year	19.3925	19.3925	19.9750	20.5750
Appointed on or after 4/29/1988	<b>-</b> <i>i</i>			44 000-	10 0
	Entrance	11.5725	11.5725	11.9200	12.2775

		12/15/2001	01/30/2003	12/16/2003	12/16/2004
Title (code)		\$	\$	\$	\$
	2nd year	13.2250	13.2250	13.6225	14.0300
	3rd year	14.8725	14.8725	15.3175	15.7775
	4th year	19.3925	19.3925	19.9750	20.5750
Collecting Agent - Excluding Mabstoa (236, Appointed Prior to 4/1/1980	405,967)				
	Entrance	20.8775	20.8775	21.5050	22.1500
	2nd Year	21.7650	21.7650	22.4175	23.0900
Appointed on or After 4/1/1980 and Price					
	Entrance	16.3250	16.3250	16.8125	17.3175
	7th month	17.4125	17.4125	17.9350	18.4725
	2nd year	18.5000	18.5000	19.0550	19.6275
	19th month	19.5875	19.5875	20.1750	20.7800
	3rd year 31st month	20.6775 21.7650	20.6775 21.7650	21.2975 22.4175	21.9350 23.0900
Appointed on or After 7/1/1985 and Price	Entrance	15.2350	15.2350	15.6925	16.1625
	2nd year	17.4125	17.4125	17.9350	18.4725
	3rd year	19.5875	19.5875	20.1750	20.7800
	4th year	21.7650	21.7650	22.4175	23.0900
	2				
Appointed on or after 5/15/1992 and Pr		15 0050	15 0050	15 6025	16 1605
	Entrance	15.2350	15.2350	15.6925	16.1625
	2nd year 3rd year	16.3250 18.5000	16.3250 18.5000	16.8125 19.0550	17.3175 19.6275
	4th year	21.7650	21.7650	22.4175	23.0900
	-till your	21.7000	21.7000	22.4110	20.0000
Appointed on or after 2/29/2000	Entropo	45 0050	45 0050	45 0005	40 4005
	Entrance	15.2350	15.2350	15.6925	16.1625
	2nd year 3rd year	15.5175 16.6625	15.5175 16.6625	15.9825 17.1625	16.4625 17.6775
	4th year	21.7650	21.7650	22.4175	23.0900
Collecting Agent-Mabstoa Only (258) Appointed Prior to 4/1/1980	·				
	Entrance	20.8775	20.8775	21.5050	22.1500
	2nd Year	21.7650	21.7650	22.4175	23.0900
Appointed on or After 4/1/1980 and Prio	or to 7/1/1985				
	Entrance	16.3250	16.3250	16.8125	17.3175
	7th month	17.4125	17.4125	17.9350	18.4725
	2nd year	18.5000	18.5000	19.0550	19.6275
	19th month	19.5875	19.5875	20.1750	20.7800
	3rd year	20.6775	20.6775	21.2975	21.9350
	31st month	21.7650	21.7650	22.4175	23.0900
Appointed on or After 7/1/1985 and Price					
	Entrance	15.2350	15.2350	15.6925	16.1625
	2nd year	17.4125	17.4125	17.9350	18.4725
	3rd year	19.5875	19.5875	20.1750	20.7800
	4th year	21.7650	21.7650	22.4175	23.0900
Appointed on or after 5/15/1992					
	Entrance	15.2350	15.2350	15.6925	16.1625
	2nd year	16.3250	16.3250	16.8125	17.3175

		12/15/2001	01/30/2003	12/16/2003	12/16/2004
Title (code)		\$	\$	\$	\$
		40 5000	40 5000	40.0550	40.0075
	3rd year 4th year	18.5000 21.7650	18.5000 21.7650	19.0550 22.4175	19.6275 23.0900
	Hill year	21.7050	21.7050	22.4175	23.0300
Conductor (412,413)					
Appointed Prior to 4/1/1980					
for Provisional Appointees	Entrance	19.3575	19.3575	19.9375	20.5350
for Permanents & Prov Promotees	Entrance 2nd Year	19.8300 21.2475	19.8300 21.2475	20.4250 21.8850	21.0375 22.5425
	2110 Teal	21.2475	21.2475	21.0050	22.0420
Appointed on or After 4/1/1980 and Pri	or to 7/1/1985				
	Entrance	15.9350	15.9350	16.4150	16.9075
	7th month	16.9975	16.9975	17.5075	18.0350
	2nd year	18.0600	18.0600	18.6025	19.1600
	19th month	19.1225	19.1225	19.6975	20.2875
	3rd year	20.1850	20.1850	20.7900	21.4150
	31st month	21.2475	21.2475	21.8850	22.5425
Appointed on or After 7/1/1985 and Pri	or to 5/15/1002				
Appointed on of After 7/1/1965 and Ph	Entrance	14.8725	14.8725	15.3200	15.7800
	2nd year	16.9975	16.9975	17.5075	18.0350
	3rd year	19.1225	19.1225	19.6975	20.2875
	4th year	21.2475	21.2475	21.8850	22.5425
	- <b>)</b>				
Appointed on or After 5/15/1992					
	Entrance	14.8725	14.8725	15.3200	15.7800
	2nd year	15.9350	15.9350	16.4150	16.9075
	3rd year	18.0600	18.0600	18.6025	19.1600
	4th year	21.2475	21.2475	21.8850	22.5425
Conductor-in-Charge, Freight Trains (411)					
	Entrance & Max	22.0850	22.0850	22.7475	23.4300
Electronic Specialist (270;372)	<b>F</b> ata and	00 0050	04 7050	05 4775	00.0405
for Provisionals	Entrance	22.8350	24.7350	25.4775	26.2425
for Permanents	Entrance	23.2825	25.1825	25.9375	26.7150
	2nd Year 3rd Year	23.8275 24.2975	25.7275	26.5000 26.9825	27.2950
	4th Year	24.2975	26.1975 27.1325	20.9825	27.7925 28.7850
	Hirrea	20.2020	27.1020	21.0470	20.7000
Helper, Maintainer OA (448)					
Appointed Prior to 4/1/1980					
	Entrance	20.1375	20.1375	20.7425	21.3650
	2nd Year	20.5975	20.5975	21.2150	21.8525
Appointed on or After 4/1/1980 and Pri	or to 7/1/1985				
-ppennee en et viter in root und i fr	Entrance	15.4475	15.4475	15.9125	16.3900
	7th month	16.4775	16.4775	16.9725	17.4825
	2nd year	17.5075	17.5075	18.0325	18.5750
	19th month	18.5375	18.5375	19.0925	19.6675
	3rd year	19.5675	19.5675	20.1550	20.7600
	31st month	20.5975	20.5975	21.2150	21.8525
Appointed on or After 7/1/1985 and Pri		11 1175	11 1175	1/ 0500	15 2075
	Entrance	14.4175 16.4775	14.4175 16.4775	14.8500 16.9725	15.2975 17.4825
	2nd year 3rd year	16.4775 18.5375	16.4775 18.5375	16.9725 19.0925	17.4825 19.6675
	4th year	20.5975	20.5975	21.2150	21.8525
	-tur yoar	20.0010	20.0010	21.2100	21.0020

		12/15/2001	01/30/2003	12/16/2003	12/16/2004
Title (code)		\$	\$	\$	\$
Appointed on or After 5/15/1992					
	Entrance	14.4175	14.4175	14.8500	15.2975
	2nd year	15.4475	15.4475	15.9125	16.3900
	3rd year	17.5075	17.5075	18.0325	18.5750
	4th year	20.5975	20.5975	21.2150	21.8525
Inspector, Car "A"(255),"B"(341)					
for Provisionals	Entrance	23.0950	23.0950	23.7875	24.5000
for Permanents	Entrance	23.5125	23.5125	24.2175	24.9450
	2nd Year	24.0200	24.0200	24.7400	25.4825
	3rd Year	24.4675	24.4675	25.2025	25.9575
	4th Year	25.4250	25.4250	26.1875	26.9725
Inspector, Road Car (734)					
Appointed Prior to 4/1/1980 for Provisional Appointees	Entrance	25.6075	25.6075	26.3750	27.1675
for Permanents & Prov Promotees	Entrance & Max		26.0850	26.8675	27.6725
for r emanents & r for r fomotees		20.0050	20.0000	20.0075	21.0125
Appointed on or After 4/1/1980					
	Entrance & Max	26.0850	26.0850	26.8675	27.6725
<b></b>					
Maintainer					
Bus "A" (320), "B" (321), "B" El Tech (323 Body (101), Chassis (100), Electro-Mech					
Electro-Mech HVAC(T27), Electro-Mech					
Farebox (102), Light (606), Mechanical "C					
Structure (657), "A" (815), "B" (816), "C" (		,			
"D" (818), "E" (819), "F" (820), "G" (821),	017),				
Telephone (906), Telephone Cable (904)					
Track Equipment (884), Turnstile (932)	,				
for Provisionals	Entrance	22.0250	22.0250	22.6850	23.3650
for Permanents	Entrance	22.4400	22.4400	23.1125	23.8050
	2nd Year	22.9475	22.9475	23.6350	24.3450
	3rd Year	23.3975	23.3975	24.1000	24.8225
	4th Year	24.3550	24.3550	25.0850	25.8375
Maintainer					
Car "B" (350), "C" (351), Machanical "C" (637) * Note A*					
Mechanical "C" (637) * Note A* for Provisionals	Entrance	23.0950	23.0950	23,7875	24.5000
for Permanents	Entrance	23.5125	23.5125	24.2175	24.9450
lor r emanenta	2nd Year	24.0200	24.0200	24.7400	25.4825
	3rd Year	24.4675	24.4675	25.2025	25.9575
	4th Year	25.4250	25.4250	26.1875	26.9725
Maintainer					
Plant & Equipment (106), P&E Electrical	. ,				
P&E Plumbing (119), P&E Carpentry (120	)),				
P&E Masonry (121)					
for Provisionals	Entrance	23.0250	23.0250	23.6850	24.3650
for Permanents	Entrance	23.4400	23.4400	24.1125	24.8050
	2nd Year	23.9475	23.9475	24.6350	25.3450
	3rd Year	24.3975	24.3975	25.1000	25.8225
	4th Year	25.3550	25.3550	26.0850	26.8375

Maintainer

		12/15/2001	01/30/2003	12/16/2003	12/16/2004
Title (code)		\$	\$	\$	\$
Dower "P" (697) Simpl (701)					
Power "B" (687), Signal (791) for Provisionals	Entrance	22.6500	22.6500	23.3300	24.0300
for Permanents	Entrance	23.1825	23.1825	23.8775	24.5950
	2nd Year	23.6375	23.6375	24.3475	25.0775
	3rd Year	24.0900	24.0900	24.8125	25.5575
	4th Year	24.5350	24.5350	25.2700	26.0275
Maintainer, Electronic Equip (441;103)					
	Entrance & Max	25.1450	25.1450	25.9000	26.6775
Maintainer, Power Cable (681) for Provisionals	Entranco	22 6500	22 6500	22 2200	24 0200
for Permanents	Entrance Entrance	22.6500 23.1825	22.6500 23.1825	23.3300 23.8775	24.0300 24.5950
loi Fernianenis	2nd Year	23.1825	23.1825	23.8775	25.0775
	3rd Year	23.0375	23.0375	24.8125	25.5575
	4th Year	24.0900	25.0150	25.7650	26.5375
	4011641	25.0150	23.0150	23.7030	20.5575
Maintainer, Power Distribution (683)					
for Provisionals	Entrance	22.2100	22.2100	22.8775	23.5650
for Permanents	Entrance	22.6500	22.6500	23.3300	24.0300
	2nd Year	23.1825	23.1825	23.8775	24.5950
	3rd Year	23.6375	23.6375	24.3475	25.0775
	4th Year	24.5350	24.5350	25.2700	26.0275
Maintainer, Power Electronic (686)					
for Provisionals	Entrance	22.8350	22.8350	23.5200	24.2250
for Permanents	Entrance	23.2825	23.2825	23.9800	24.7000
	2nd Year	23.8275	23.8275	24.5425	25.2800
	3rd Year	24.2975	24.2975	25.0275	25.7775
	4th Year	25.2325	25.2325	25.9900	26.7700
Maintainer, Revenue Equipment					
I (499;260), II (502;261)	Entrance & Max	25.1450	25.1450	25,9000	26.6775
		20.1400	20.1400	20.0000	20.0110
Maintainer Trainee					
Signal (996), Structure "A" (822), "B"(825)	),				
"C" (827), "D" (833),"E"(823)					
Appointed Prior to 4/1/1980		40 5000	40 5000	00 4050	00 7075
	Entrance	19.5200	19.5200	20.1050	20.7075
	After 4 months	20.3425	20.3425	20.9525	21.5800
	After 8 months	21.1775	21.1775	21.8125	22.4675
	After 1 year	21.7750	21.7750	22.4275	23.1000
Appointed on or After 4/1/1980 and Prio	or to 7/1/1985				
	Entrance	16.3325	16.3325	16.8200	17.3250
	7th month	17.4200	17.4200	17.9425	18.4800
	2nd year	18.5100	18.5100	19.0625	19.6350
	19th month	19.5975	19.5975	20.1850	20.7900
	3rd year	20.6875	20.6875	21.3050	21.9450
	31st month	21.7750	21.7750	22.4275	23.1000
Appointed on or After 7/1/1985 and Prio	or to 5/15/1992				
Appointed on of Alter In 1900 and File	Entrance	15.2425	15.2425	15.7000	16.1700
	2nd year	17.4200	17.4200	17.9425	18.4800
	3rd year	19.5975	19.5975	20.1850	20.7900
	4th year	21.7750	21.7750	22.4275	23.1000

		12/15/2001	01/30/2003	12/16/2003	12/16/2004
Title (code)		\$	\$	\$	\$
Appointed on or After 5/15/1992					
	Entrance	15.2425	15.2425	15.7000	16.1700
	2nd year	16.3325	16.3325	16.8200	17.3250
	3rd year	18.5100	18.5100	19.0625	19.6350
	4th year	21.7750	21.7750	22.4275	23.1000
Maintainer Trainee, Car (356)					
Appointed Prior to 4/1/1980					
1-year Training Period	Entrance	19.5200	19.5200	20.1050	20.7075
	After 4 months	20.3425	20.3425	20.9525	21.5800
	After 8 months	21.1775	21.1775	21.8125	22.4675
	After 1 year	21.7750	21.7750	22.4275	23.1000
18-month Training Period	Entrance	19.5200	19.5200	20.1050	20.7075
ro-monar training r enou	After 6 months	20.0625	20.0625	20.1050	21.2850
	After 12 months		20.6325	21.2525	21.8900
	After 16 months		21.1775	21.8125	21.0900
	After 18 months		21.7750	21.0125	22.4075
	Aller to months	21.7750	21.7750	22.4275	23.1000
2-year Training Period	Entrance	19.5200	19.5200	20.1050	20.7075
, ,	After 6 months	20.0625	20.0625	20.6650	21.2850
	After 12 months	20.6325	20.6325	21.2525	21.8900
	After 18 months		21.1775	21.8125	22.4675
	After 2 years	21.7750	21.7750	22.4275	23.1000
Appointed on or After 4/1/1980 and Pri	Entrance	16.3325	16.3325	16.8200	17.3250
	7th month	17.4200	17.4200	17.9425	18.4800
	2nd year	18.5100	18.5100	19.0625	19.6350
	19th month	19.5975	19.5975	20.1850	20.7900
	3rd year	20.6875	20.6875	20.1850	21.9450
	31st month	20.0075	20.0875	21.3030	23.1000
	o for month	21.1100	21.1700	22.4210	20.1000
Appointed on or After 7/1/1985 and Pri	or to 5/15/1992				
	Entrance	15.2425	15.2425	15.7000	16.1700
	2nd year	17.4200	17.4200	17.9425	18.4800
	3rd year	19.5975	19.5975	20.1850	20.7900
	4th year	21.7750	21.7750	22.4275	23.1000
Appointed on or After 5/15/1992					
· • • • • • • • • • • • • • • • • • • •	Entrance	15.2425	15.2425	15.7000	16.1700
	2nd year	16.3325	16.3325	16.8200	17.3250
	3rd year	18.5100	18.5100	19.0625	19.6350
	4th year	21.7750	21.7750	22.4275	23.1000
Maintainer's Helper "B" (616) Appointed Prior to 4/1/1980					
for Provisional Appointees	Entrance	19.6775	19.6775	20.2675	20.8750
for Permanents & Prov Promotees	Entrance	20.1375	20.1375	20.2675 20.7425	20.8750 21.3650
for remanents & row romotees	2nd Year	20.1375	20.1373	21.2150	21.8525
Appointed on or After 4/1/1980 and Pri					
	Entrance	15.4475	15.4475	15.9125	16.3900
	7th month	16.4775	16.4775	16.9725	17.4825
	2nd year	17.5075	17.5075	18.0325	18.5750
	19th month	18.5375	18.5375	19.0925	19.6675

		12/15/2001	01/30/2003	12/16/2003	12/16/2004
Title (code)		\$	\$	\$	\$
	3rd year	19.5675	19.5675	20.1550	20.7600
	31st month	20.5975	20.5975	21.2150	21.8525
Appointed on or After 7/1/1985 and P	rior to 5/15/1992				
	Entrance	14.4175	14.4175	14.8500	15.2975
	2nd year	16.4775	16.4775	16.9725	17.4825
	3rd year	18.5375	18.5375	19.0925	19.6675
	4th year	20.5975	20.5975	21.2150	21.8525
Appointed on or After 5/15/1992					
	Entrance	14.4175	14.4175	14.8500	15.2975
	2nd year	15.4475	15.4475	15.9125	16.3900
	3rd year	17.5075	17.5075	18.0325	18.5750
	4th year	20.5975	20.5975	21.2150	21.8525
Railroad Stock Worker I (442,728,976) Stock Worker's Assistant (105)					
Appointed Prior to 7/1/1985	Entranco	10 6225	10 6225	20.2100	20.8175
	Entrance 2nd Year	19.6225 20.1150	19.6225 20.1150	20.2100 20.7175	20.8175
	3rd Year	20.1150	20.1150	20.7175	21.8225
	4th Year	21.0500	21.0500	21.6825	22.3325
	5th Year	21.4775	21.0300	22.1225	22.7850
*Note C*	Spec Assign	22.4325	22.4325	23.1050	23.7975
Appointed on or After 7/1/1985					
Appointed on of Alter 7/1/1905	Entrance	15.0350	15.0350	15.4850	15.9500
	2nd Year	17.1825	17.1825	17.6975	18.2275
	3rd Year	19.3300	19.3300	19.9100	20.5075
	4th Year	21.4775	21.4775	22.1225	22.7850
*Note C*	Spec Assign	22.4325	22.4325	23.1050	23.7975
Railroad Stock Worker II (748) Stock Worker (819)					
	Entrance	22.6300	22.6300	23.3100	24.0100
	2nd Year	23.0550	23.0550	23.7475	24.4600
	3rd Year	23.5050	23.5050	24.2100	24.9375
	4th Year	24.0100	24.0100	24.7300	25.4725
*Note C*	Spec Assign	24.3550	24.3550	25.0850	25.8375
Railroad Track Cleaner (725,981) Appointed Prior to 4/1/1980					
for Provisionals	Entrance	19.2850	19.2850	19.8625	20.4575
for Permanents	Entrance	19.7625	19.7625	20.3550	20.9650
	2nd Year	20.1925	20.1925	20.7975	21.4225
Appointed on or After 4/1/1980 and P					
	Entrance	15.1450	15.1450	15.5975	16.0675
	7th month	16.1550	16.1550	16.6375	17.1375
	2nd year	17.1625	17.1625	17.6775	18.2100
	19th month	18.1725	18.1725	18.7175	19.2800
	3rd year	19.1825	19.1825	19.7575	20.3525
	31st month	20.1925	20.1925	20.7975	21.4225
Appointed on or After 7/1/1985 and P	rior to 5/15/1992				
	Entrance	14.1350	14.1350	14.5575	14.9950
	2nd Year	16.1550	16.1550	16.6375	17.1375

		12/15/2001	01/30/2003	12/16/2003	12/16/2004
Title (code)		\$	\$	\$	\$
	3rd Year	18.1725	18.1725	18.7175	19.2800
	4th Year	20.1925	20.1925	20.7975	21.4225
	411 1001	20.1020	20.1020	20.7070	21.4220
Appointed on or After 5/15/1992					
	Entrance	14.1350	14.1350	14.5575	14.9950
	2nd Year	15.1450	15.1450	15.5975	16.0675
	3rd Year	17.1625	17.1625	17.6775	18.2100
	4th Year	20.1925	20.1925	20.7975	21.4225
Station Agent AFC (813, 977)					
Appointed Prior to 4/1/1980					
for Provisional Appointees	Entrance	18.6125	19.6125	20.2000	20.8050
for Permanents & Prov Promotees	Entrance	19.0600	20.0600	20.6625	21.2825
	2nd Year	20.0125	21.0125	21.6425	22.2925
Appointed on or After 4/1/1980 and Pri	or to 7/1/1985				
	Entrance	15.0100	16.0100	16.4900	16.9850
	7th month	16.0100	17.0100	17.5200	18.0450
	2nd year	17.0100	18.0100	18.5500	19.1075
	19th month	18.0125	19.0125	19.5825	20.1700
	3rd year	19.0125	20.0125	20.6125	21.2300
	31st month	20.0125	21.0125	21.6425	22.2925
Appointed on or After 7/1/1985 and Pri	or to 5/15/1992				
Appointed on of Alter minisos and Ph	Entrance	14.0100	15.0100	15.4600	15.9250
	2nd year	16.0100	17.0100	17.5200	18.0450
	3rd year	18.0125	19.0125	19.5825	20.1700
	4th year	20.0125	21.0125	21.6425	22.2925
Appointed on or After 5/15/1992	Entrance	14.0100	15.0100	15.4600	15.9250
	2nd year	15.0100	16.0100	16.4900	16.9850
	3rd year	17.0100	18.0100	18.5500	19.1075
	4th year	20.0125	21.0125	21.6425	22.2925
	2				
Station Agent NonAFC (242)					
Appointed Prior to 4/1/1980 for Provisional Appointees	Entrance	18.6125	18.6125	19.1700	19.7450
for Permanents & Prov Promotees	Entrance	19.0600	19.0600	19.1700	20.2225
ion remanents & nov rionotees	2nd Year	20.0125	20.0125	20.6125	21.2300
		2010120	20.0120	20.0120	21.2000
Appointed on or After 4/1/1980 and Pri					
	Entrance	15.0100	15.0100	15.4600	15.9225
	7th month	16.0100	16.0100	16.4900	16.9850
	2nd year	17.0100	17.0100	17.5200	18.0450
	19th month	18.0125	18.0125	18.5525	19.1075
	3rd year 31st month	19.0125 20.0125	19.0125 20.0125	19.5825 20.6125	20.1675 21.2300
	013(110)111	20.0120	20.0120	20.0120	21.2000
Appointed on or After 7/1/1985 and Pri					
	Entrance	14.0100	14.0100	14.4300	14.8600
	2nd year	16.0100	16.0100	16.4900	16.9850
	3rd year	18.0125	18.0125	18.5525	19.1075
	4th year	20.0125	20.0125	20.6125	21.2300
Appointed on or After 5/15/1992					
	Entrance	14.0100	14.0100	14.4300	14.8600

		12/15/2001	01/30/2003	12/16/2003	12/16/2004
Title (code)		\$	\$	\$	\$
	2nd year	15.0100	15.0100	15.4600	15.9225
	3rd year	17.0100	17.0100	17.5200	18.0450
	4th year	20.0125	20.0125	20.6125	21.2300
Technician, Power Electronic (682) Appointed Prior to 4/1/1980					
for Provisional Appointees	Entrance	20.8650	20.8650	21,4900	22.1350
for Permanents & Prov Promotees	Entrance	21.3575	21.3575	21.9975	22.6575
	2nd Year	22.3550	22.3550	23.0250	23.7150
Appointed on or After 4/1/1980 and Pri	ior to 7/1/1985				
	Entrance	16.7675	16.7675	17.2700	17.7875
	7th month	17.8850	17.8850	18.4200	18.9725
	2nd Year	19.0025	19.0025	19.5725	20.1575
	19th month	20.1200	20.1200	20.7225	21.3425
	3rd year	21.2375	21.2375	21.8750	22.5300
	31st month	22.3550	22.3550	23.0250	23.7150
Appointed on or After 7/1/1985 and Pri		45 0475	45.0475	40 4475	40.0000
	Entrance	15.6475	15.6475	16.1175	16.6000
	2nd Year	17.8850	17.8850	18.4200	18.9725
	3rd Year	20.1200	20.1200	20.7225	21.3425
	4th Year	22.3550	22.3550	23.0250	23.7150
Appointed on or After 5/15/1992					
	Entrance	15.6475	15.6475	16.1175	16.6000
	2nd Year	16.7675	16.7675	17.2700	17.7875
	3rd Year	19.0025	19.0025	19.5725	20.1575
	4th Year	22.3550	22.3550	23.0250	23.7150
Tower Operator (910)					
Appointed Prior to 4/1/1980					
	Entrance	22.5450	22.5450	23.2225	23.9200
	2nd Year	23.0000	23.0000	23.6900	24.4000
Appointed on or After 4/1/1980 and Pri	ior to 7/1/1985				
	Entrance	17.2500	17.2500	17.7675	18.3000
	7th month	18.4000	18.4000	18.9525	19.5200
	2nd Year	19.5500	19.5500	20.1375	20.7400
	19th month	20.7000	20.7000	21.3200	21.9600
		20.7000	21.8500	22.5050	23.1800
	3rd year 31st month	23.0000	23.0000	23.6900	24.4000
Appointed on an After 7/4/4005 and Pri	onto E/45/4000				
Appointed on or After 7/1/1985 and Pri		16.1000	16 1000	16 5005	17 0000
	Entrance		16.1000	16.5825	17.0800
	2nd Year	18.4000	18.4000	18.9525	19.5200
	3rd Year 4th Year	20.7000 23.0000	20.7000 23.0000	21.3200 23.6900	21.9600 24.4000
		23.0000	23.0000	23.0900	24.4000
Appointed on or After 5/15/1992	Fatas	40 4000	40 4000	40 5005	47 0000
	Entrance	16.1000	16.1000	16.5825	17.0800
	2nd Year	17.2500	17.2500	17.7675	18.3000
	3rd Year	19.5500	19.5500	20.1375	20.7400
	4th Year	23.0000	23.0000	23.6900	24.4000

Trackworker (758,912) & Construction Flagger (387) Appointed Prior to 4/1/1980

		12/15/2001	01/30/2003	12/16/2003	12/16/2004
Title (code)		\$	\$	\$	\$
for Provisionals	Entrance	20.6900	20.6900	21.3100	21.9500
for Permanents	Entrance	21.3325	21.3325	21.9725	22.6325
	2nd Year	22.2350	22.2350	22.9025	23.5900
for Provisionals & Permanents	Spec Assign (9	24.3550	24.3550	25.0850	25.8375
Appointed on or After 4/1/1980 and Pri	or to 7/1/1985				
	Entrance	16.6775	16.6775	17.1775	17.6925
	7th month	17.7875	17.7875	18.3225	18.8725
	2nd Year	18.9000	18.9000	19.4675	20.0525
	19th month	20.0125	20.0125	20.6125	21.2300
	3rd year	21.1225	21.1225	21.7575	22.4100
	31st month	22.2350	22.2350	22.9025	23.5900
	Spec Assign (9	24.3550	24.3550	25.0850	25.8375
Appointed on or After 7/1/1985 and Pri		15 5650	16 6660	16 0225	16 5105
	Entrance 2nd Year	15.5650 17.7875	15.5650 17.7875	16.0325 18.3225	16.5125 18.8725
	3rd Year	20.0125	20.0125	20.6125	21.2300
	4th Year	20.0125	20.0125	20.0125	23.5900
	Spec Assign (9	22.2350	22.2350	22.9025	25.8375
	Opec Assign (5	24.0000	24.0000	20.0000	20.0070
Appointed on or After 5/15/1992	Entrance	15.5650	15.5650	16.0325	16.5125
	2nd Year	16.6775	16.6775	17.1775	17.6925
	3rd Year	18.9000	18.9000	19.4675	20.0525
	4th Year	22.2350	22.2350	22.9025	23.5900
	Spec Assign (9	24.3550	24.3550	25.0850	25.8375
Traffic Checker - Full Time(882)	Entrance & Max	(	12.3050	12.6750	13.0550
Traffic Checker - Part Time(876)					
Appointed Prior to 1/30/2003	Entrance & Ma	12.3050	12.3050	12.6750	13.0550
Appointed on or After 1/30/2003					
	Entrance		10.4600	10.7750	11.0975
	19th Month		11.0750	11.4075	11.7500
	31st Month		12.3050	12.6750	13.0550
Train Operator (650,651,909)		00 0575	00.0575	04 5705	05 0400
	Entrance-Road	23.8575	23.8575	24.5725	25.3100
	Aft 231 days-Ro	24.3550	24.3550	25.0850	25.8375
	Entrance-Yard	22.9475	22.9475	23.6350	24.3450
	2nd Year-Yard	23.3975	23.3975	24.1000	24.8225
Transit Electrical Helper Electronic Equipment (T02), Elevator & E Light (T03), Power Distribution (T06), Sig Telephone (T08), Vent & Drain (T04)	· · ·				
Appointed Prior to 4/1/1980	Entrance	19.6775	19.6775	20.2675	20.8750
for Provisional Appointees for Permanents & Prov Promotees	Entrance	20.1375	20.1375	20.2675 20.7425	20.8750 21.3650
	2nd Year	20.1375 20.5975	20.1375 20.5975	20.7425 21.2150	21.8525
Appointed on an Attan 4/4/4000 and Par	or to 7/4/4005				
Appointed on or After 4/1/1980 and Pri	Entrance	15.4475	15.4475	15.9125	16.3900
	7th month	16.4775	16.4775	16.9725	17.4825
	<i>i</i> ur monur	10.4775	10.4775	10.3120	17.4023

		12/15/2001	01/30/2003	12/16/2003	12/16/2004
Title (code)		\$	\$	\$	\$
	2nd year	17.5075	17.5075	18.0325	18.5750
	19th month	18.5375	18.5375	19.0925	19.6675
	3rd year	19.5675	19.5675	20.1550	20.7600
	31st month	20.5975	20.5975	21.2150	21.8525
Appointed on or After 7/1/1985 and Pri	or to 5/15/1992				
	Entrance	14.4175	14.4175	14.8500	15.2975
	2nd year	16.4775	16.4775	16.9725	17.4825
	3rd year	18.5375	18.5375	19.0925	19.6675
	4th year	20.5975	20.5975	21.2150	21.8525
Appointed on or After 5/15/1992					
	Entrance	14.4175	14.4175	14.8500	15.2975
	2nd year	15.4475	15.4475	15.9125	16.3900
	3rd year	17.5075	17.5075	18.0325	18.5750
	4th year	20.5975	20.5975	21.2150	21.8525
Transit Electrical Helper Power (T07) Appointed Prior to 4/1/1980					
for Provisional Appointees	Entrance	19.6775	19.6775	20.2675	20.8750
for Permanents & Prov Promotees	Entrance	20.1375	20.1375	20.7425	21.3650
	2nd Year	21.0750	21.0750	21.7075	22.3575
Anneisted on an After 4/4/4000 and Dri	an ta 7/4/4005				
Appointed on or After 4/1/1980 and Pri	Entrance	15.8075	15.8075	16.2800	16.7675
	7th month	16.8600	16.8600	17.3650	17.8850
	2nd year	17.9150	17.9150	18.4525	19.0050
	19th month	18.9675	18.9675	19.5375	20.1225
	3rd year	20.0225	20.0225	20.6225	21.2400
	31st month	21.0750	21.0750	21.7075	22.3575
Appointed on or After 7/1/1095 and Bri	or to E/1E/1002				
Appointed on or After 7/1/1985 and Pri	Entrance	14.7525	14.7525	15.1950	15.6500
	2nd year	16.8600	16.8600	17.3650	17.8850
	3rd year	18.9675	18.9675	19.5375	20.1225
	4th year	21.0750	21.0750	21.7075	22.3575
Appointed on or After 5/15/1002					
Appointed on or After 5/15/1992	Entrance	14.7525	14.7525	15.1950	15.6500
	2nd year	15.8075	15.8075	16.2800	16.7675
	3rd year	17.9150	17.9150	18.4525	19.0050
	4th year	21.0750	21.0750	21.7075	22.3575
Transit Property Protection Agent (726;945	i)				
Appointed Prior to 4/1/1980 for Provisionals	Entrance	18.4825	18.4825	10 0275	19.6075
for Permanents	Entrance & Max		18.4825	19.0375 19.5450	20.1325
		10.9750	10.9750	19.0400	20.1020
Appointed on or After 4/1/1980 and Pri		14 0005	44.0005	44.0000	45 4000
	Entrance	14.2325	14.2325	14.6600	15.1000
	7th month	15.1800	15.1800	15.6350	16.1050
	2nd Year	16.1300	16.1300	16.6125	17.1125
	19th month	17.0775	17.0775	17.5900	18.1200
	3rd year	18.0275	18.0275	18.5675	19.1250
	31st month	18.9750	18.9750	19.5450	20.1325

Appointed on or After 7/1/1985 and Prior to 5/15/1992

		12/15/2001	01/30/2003	12/16/2003	12/16/2004
Title (code)		\$	\$	\$	\$
	Entrance	13.2825	13.2825	13.6825	14.0925
	2nd Year	15.1800	15.1800	15.6350	16.1050
	3rd Year	17.0775	17.0775	17.5900	18.1200
	4th Year	18.9750	18.9750	19.5450	20.1325
Appointed on or After 5/15/1992					
	Entrance	13.2825	13.2825	13.6825	14.0925
	2nd Year	14.2325	14.2325	14.6600	15.1000
	3rd Year	16.1300	16.1300	16.6125	17.1125
	4th Year	18.9750	18.9750	19.5450	20.1325

NOTES:

\*A\* : For Mechanical Maintainer "C" (637) who are assigned to the Division of Car Equipment. \*B\* : For Mechanical Maintainer "C" (637) who are not assigned to the Division of Car Equipment. \*C\* :To be paid for each hour that employee actually operates one of the heavy-duty cranes at either the Atlantic Avenue or 207th Street Storeroom.

#### APPENDIX B ANNUAL RATES OF PAY - SALARIED EMPLOYEES

		12/15/2001	02/01/2003	12/16/2003	12/16/2004
Title (Code)		\$	\$	\$	\$
Office Aide I (806)	Minimum Maximum	23,614 28,601	23,614 28,601	24,322 29,459	25,052 30,343
Office Aide II (804)	Minimum Maximum	24,413 33,275	24,413 33,275	25,145 34,273	25,899 35,301
				,	
Office Aide III (803)	Minimum Maximum	26,316 34,093	26,316 34,093	27,105 35,116	27,918 36,169
Revenue Processing Coordinator I (305)*	Minimum Maximum	43,016 52,996	49,161 60,567	50,636 62,384	52,155 64,256
Revenue Processing Coordinator II (079)*	Minimum Maximum	47,319 58,294	54,079 66,622	55,701 68,621	57,372 70,680
Senior Clerk (721) Senior Keypunch Operator (724) Appointed Prior to 4/1/80					
	Minimum Maximum	29,919 40,185	29,919 40,185	30,817 41,391	31,742 42,633
	Waximum	40,105	40,165	41,391	42,033
Appointed On or After 4/1/80 but Prior to 7/	1/85 Entrance	24,975	24,975	25,724	26,496
	7th month	24,975	24,975 26,640	25,724	28,262
	2nd year	28,305	28,305	29,154	30,029
	19th month	29,970	29,970	30,869	31,795
	3rd year	31,635	31,635	32,584	33,562
	31st month	33,300	33,300	34,299	35,328
Appointed On or After 7/1/85 but Prior to 5/	15/92				
	Entrance	23,310	23,310	24,009	24,730
	2nd year	26,640	26,640	27,439	28,262
	3rd year	29,970	29,970	30,869	31,795 35,328
	4th year	33,300	33,300	34,299	35,320
Appointed On or After 5/15/92		00.040	00.040	0 4 000	
	Entrance	23,310	23,310	24,009	24,730
	2nd year 3rd year	24,975 28,305	24,975 28,305	25,724 29,154	26,496 30,029
	4th year	33,300	33,300	34,299	35,328
Senior Tabulator Operator (722)	Minimum	31,106	31,106	32,039	33,000
	Maximum	40,971	40,971	42,200	43,466
Technical Support Aide IA (874)	Minimum	25,392	25,392	26,154	26,939
	Maximum	31,271	31,271	32,209	33,175
Technical Support Aide IB (872)	Minimum	27,368	27,368	28,189	29,035
	Maximum	35,456	35,456	36,520	37,616
Technical Support Aide II (873)	Minimum	30,321	30,321	31,231	32,168
	Maximum	42,712	42,712	43,993	45,313
Technical Support Aide III (871)	Minimum	33,340	33,340	34,340	35,370
	Maximum	45,511	45,511	46,876	48,282

#### APPENDIX B ANNUAL RATES OF PAY - SALARIED EMPLOYEES

Title (Code)		<u>12/15/2001</u> \$	02/01/2003 \$	<u>12/16/2003</u> \$	<u>12/16/2004</u> \$
Telephone Operator (868)	Minimum	28,341	28,341	29,191	30,067
	Maximum	36,036	36,036	37,117	38,231
Word Processor I (056)	Minimum	26,010	26,010	26,790	27,594
	Maximum	32,033	32,033	32,994	33,984
Word Processor II (057)	Minimum	28,036	28,036	28,877	29,743
	Maximum	36,322	36,322	37,412	38,534
Word Processor III (055)	Minimum	31,061	31,061	31,993	32,953
	Maximum	43,754	43,754	45,067	46,419

\* Includes conversion from 35 to 40 hour week

		2/29/2000	01/30/2003
Title (code)		\$	\$
Apprentices			
Electrical (988), Mechanical (989),			
Structural (994)	Entrance	0.9360	0.9360
	2nd year	1.0028	1.0028
	3rd year	1.1364	1.1364
Bus Operator (141,325,326;266,608,609,684)			
Appointed Prior to 4/1/1980 for Provisionals	Entrance	1.2593	1.2593
	After 6 months	1.2889	1.2393
for Permanents	Entrance	1.2889	1.2889
	After 6 months	1.3446	1.3446
	After 12 months	1.4055	1.4055
Appointed on or After 4/1/1980 and Prior to 7/	1/1985		
	Entrance	1.0541	1.0541
	7th month	1.1244	1.1244
	2nd year	1.1947	1.1947
	19th month	1.2650	1.2650
	3rd year 31st month	1.3352 1.4055	1.3352 1.4055
	5 IST MONUT	1.4055	1.4055
Appointed on or After 7/1/1985 and Prior to 5/		0.0020	0.0020
	Entrance 2nd year	0.9839 1.1244	0.9839 1.1244
	3rd year	1.2650	1.2650
	4th year	1.4055	1.4055
Appointed on or After 5/15/1992			
	Entrance	0.9839	0.9839
	2nd year	1.0541	1.0541
	3rd year	1.1947	1.1947
	4th year	1.4055	1.4055
Cleaner (339,389;217,219)			
Appointed Prior to 4/1/1980		4 4050	4 4050
for Provisionals for Permanents	Entrance	1.1352 1.1648	1.1352 1.1648
ior Permanents	Entrance 2nd Year	1.1905	1.1905
Appointed on or After 4/1/1980 and Prior to 7/	1/1085		
	Entrance	0.8929	0.8929
	7th month	0.9524	0.9524
	2nd year	1.0119	1.0119
	19th month	1.0715	1.0715
	3rd year	1.1310	1.1310
	31st month	1.1905	1.1905
Appointed on or after 7/1/85 and Prior to 5/15			
	Entrance	0.8334	0.8334
	2nd year	0.9524	0.9524
	3rd year 4th year	1.0715 1.1905	1.0715 1.1905
	-ui yeai	1.1905	1.1900

		2/29/2000	01/30/2003
Title (code)		\$	\$
Appointed on or after 5/15/1992	Fatara	0.0004	0.0004
	Entrance	0.8334	0.8334
	2nd year 3rd year	0.8929 1.0119	0.8929 1.0119
	4th year	1.1905	1.1905
Collecting Agent - Excluding Mabstoa (236,405,	967)		
Appointed Prior to 4/1/1980	,		
	Entrance	1.2819	1.2819
	2nd Year	1.3366	1.3366
Appointed on or After 4/1/1980 and Prior to	7/1/1985		
	Entrance	1.0025	1.0025
	7th month	1.0693	1.0693
	2nd year	1.1361	1.1361
	19th month	1.2029	1.2029
	3rd year	1.2698	1.2698
	31st month	1.3366	1.3366
Appointed on or After 7/1/1985 and Prior to	5/15/1992		
	Entrance	0.9356	0.9356
	2nd year	1.0693	1.0693
	3rd year	1.2029	1.2029
	4th year	1.3366	1.3366
Appointed on or after 5/15/1992 and Prior to	2/29/2000		
	Entrance	0.9356	0.9356
	2nd year	1.0025	1.0025
	3rd year	1.1361	1.1361
	4th year	1.3366	1.3366
Appointed on or after 2/29/2000			
	Entrance	0.9356	0.9356
	2nd year	0.9529	0.9529
	3rd year	1.0233	1.0233
	4th year	1.3366	1.3366
Collecting Agent-Mabstoa Only (258) Appointed Prior to 4/1/1980			
	Entrance	1.2819	1.2819
	2nd Year	1.3366	1.3366
Appointed on as After 1/1/1000 and Drive to	7/4/4095		
Appointed on or After 4/1/1980 and Prior to	Entrance	1.0025	1.0025
	7th month	1.0693	1.0693
	2nd year	1.1361	1.1361
	19th month	1.2029	1.2029
	3rd year	1.2698	1.2698
	31st month	1.3366	1.3366
Appointed on or After 7/1/1985 and Brier to	5/15/1992		
Appointed on or After 7/1/1985 and Prior to	Entrance	0.9356	0.9356
	2nd year	1.0693	1.0693
		1.0030	1.0000

		2/29/2000	01/30/2003
Title (code)		\$	\$
	3rd year	1.2029	1.2029
	4th year	1.3366	1.3366
Appointed on or after 5/15/1992			
	Entrance	0.9356	0.9356
	2nd year	1.0025	1.0025
	3rd year	1.1361	1.1361
	4th year	1.3366	1.3366
Conductor (412,413)			
Appointed Prior to 4/1/1980			
for Provisional Appointees	Entrance	1.1888	1.1888
for Permanents & Prov Promotees	Entrance	1.2177	1.2177
	2nd Year	1.3043	1.3043
Appointed on or After 4/1/1980 and Prior to 7	7/1/1985		
	Entrance	0.9782	0.9782
	7th month	1.0434	1.0434
	2nd year	1.1087	1.1087
	19th month	1.1739	1.1739
	3rd year	1.2391	1.2391
	31st month	1.3043	1.3043
Appointed on or After 7/1/1985 and Prior to \$			
	Entrance	0.9130	0.9130
	2nd year	1.0434	1.0434
	3rd year	1.1739	1.1739
	4th year	1.3043	1.3043
Appointed on or After 5/15/1992			
	Entrance	0.9130	0.9130
	2nd year	0.9782	0.9782
	3rd year	1.1087	1.1087
	4th year	1.3043	1.3043
Conductor-in-Charge, Freight Trains (411)	Entrance & Max	1.3560	1.3560
Electronic Specialist (270;372)			
for Provisionals	Entrance	1.4017	1.4017
for Permanents	Entrance	1.4297	1.4297
	2nd Year	1.4629	1.4629
	3rd Year	1.4918	1.4918
	4th Year	1.5492	1.5492
Helper, Maintainer OA (448)			
Appointed Prior to 4/1/1980			
	Entrance	1.2364	1.2364
	2nd Year	1.2646	1.2646
Appointed on or After 4/1/1980 and Prior to 7			
	Entrance	0.9485	0.9485
	7th month	1.0117	1.0117
	2nd year	1.0749	1.0749
	19th month	1.1381	1.1381

		2/29/2000	01/30/2003
Title (code)		\$	\$
	3rd year	1.2014	1.2014
	31st month	1.2646	1.2646
Appointed on or After 7/1/1985 and Prior to 5	/15/1992		
	Entrance	0.8852	0.8852
	2nd year	1.0117	1.0117
	3rd year	1.1381	1.1381
	4th year	1.2646	1.2646
Appointed on or After 5/15/1992			
	Entrance	0.8852	0.8852
	2nd year	0.9485	0.9485
	3rd year	1.0749	1.0749
	4th year	1.2646	1.2646
Inspector, Car "A"(255),"B"(341)			
for Provisionals	Entrance	1.4209	1.4209
for Permanents	Entrance	1.4473	1.4473
	2nd Year	1.4781	1.4781
	3rd Year	1.5056	1.5056
	4th Year	1.5644	1.5644
Inspector, Road Car (734)			
Appointed Prior to 4/1/1980			
for Provisional Appointees	Entrance	1.5756	1.5756
for Permanents & Prov Promotees	Entrance & Max	1.6052	1.6052
Appointed on or After 4/1/1980	Entrance & Max	1.6052	1.6052
Maintainer			
Bus "A" (320), "B" (321), "B" El Tech (323),			
Body (101), Chassis (100), Electro-Mech Elev (			
Electro-Mech HVAC(T27), Electro-Mech Vent (T			
Farebox (102), Light (606), Mechanical "C" (637	) * Note B *,		
Plant & Equipment (106), P&E Electrical (118),			
P&E Plumbing (119), P&E Carpentry (120),			
P&E Masonry (121)			
Structure (657), "A" (815), "B" (816), "C" (817),			
"D" (818), "E" (819), "F" (820), "G" (821),			
Telephone (906), Telephone Cable (904),			
Track Equipment (884), Turnstile (932)	E du du d	4 0540	4 0540
for Provisionals	Entrance	1.3519	1.3519
for Permanents	Entrance	1.3782	1.3782
	2nd Year	1.4090	1.4090
	3rd Year 4th Year	1.4365 1.4953	1.4365 1.4953
Maintainer Car "B" (350), "C" (351),			
Mechanical "C" (637) * Note A*			
for Provisionals	Entrance	1.4209	1.4209
for Permanents	Entrance	1.4209	1.4473
	2nd Year	1.4781	1.4781
	3rd Year	1.5056	1.5056
		1.0000	1.0000

		2/29/2000	01/30/2003
Title (code)		\$	\$
	4th Year	1.5644	1.5644
Maintainer			
Power "B" (687), Signal (791)			
for Provisionals	Entrance	1.3911	1.3911
for Permanents	Entrance	1.4230	1.4230
	2nd Year	1.4515	1.4515
	3rd Year	1.4790	1.4790
	4th Year	1.5065	1.5065
Maintainer, Electronic Equip (441;103)			
	Entrance & Max	1.5439	1.5439
Maintainer, Power Cable (681)			
for Provisionals	Entrance	1.3911	1.3911
for Permanents	Entrance	1.4230	1.4230
	2nd Year	1.4515	1.4515
	3rd Year	1.4790	1.4790
	4th Year	1.5361	1.5361
Maintainer, Power Distribution (683)			
for Provisionals	Entrance	1.3636	1.3636
for Permanents	Entrance	1.3911	1.3911
	2nd Year	1.4230	1.4230
	3rd Year	1.4515	1.4515
	4th Year	1.5065	1.5065
Maintainer, Power Electronic (686)			
for Provisionals	Entrance	1.4017	1.4017
for Permanents	Entrance	1.4297	1.4297
	2nd Year	1.4629	1.4629
	3rd Year	1.4918	1.4918
	4th Year	1.5492	1.5492
Maintainer, Revenue Equipment			
I (499;260), II (502;261)	Entrance & Max	1.5439	1.5439
Maintainer Trainee			
Signal (996), Structure "A" (822), "B"(825),			
"C" (827), "D" (833),"E"(823)			
Appointed Prior to 4/1/1980	Entranco	1 1097	1.1987
	Entrance After 4 months	1.1987 1.2488	1.1967
	After 8 months	1.3001	1.3001
	After 1 year	1.3372	1.3372
	, and a year	1.0072	1.0072
Appointed on or After 4/1/1980 and Prior to 7/			
	Entrance	1.0029	1.0029
	7th month	1.0698	1.0698
	2nd year	1.1366	1.1366
	19th month	1.2035	1.2035
	3rd year	1.2703	1.2703
	31st month	1.3372	1.3372

		2/29/2000	01/30/2003
Title (code)		\$	\$
Appointed on or After 7/1/1985 and Prior to 5/	/15/1992		
	Entrance	0.9360	0.9360
	2nd year	1.0698	1.0698
	3rd year	1.2035	1.2035
	4th year	1.3372	1.3372
Appointed on or After 5/15/1992			
Appointed on of Arter 6/16/1992	Entrance	0.9360	0.9360
	2nd year	1.0029	1.0029
	3rd year	1.1366	1.1366
	4th year	1.3372	1.3372
Maintainer Trainee, Car (356)			
Appointed Prior to 4/1/1980			
1-year Training Period	Entrance	1.1987	1.1987
, ,	After 4 months	1.2488	1.2488
	After 8 months	1.3001	1.3001
	After 1 year	1.3372	1.3372
18-month Training Period	Entrance	1.1987	1.1987
ro-monun fraining Periou	After 6 months	1.2318	1.2318
	After 12 months	1.2669	1.2318
	After 16 months		1.3001
	After 18 months	1.3001 1.3372	1.3001
	Aller 18 months	1.3372	1.3372
2-year Training Period	Entrance	1.1987	1.1987
	After 6 months	1.2318	1.2318
	After 12 months	1.2669	1.2669
	After 18 months	1.3001	1.3001
	After 2 years	1.3372	1.3372
Appointed on or After 4/1/1980 and Prior to 7/	/1/1985		
	Entrance	1.0029	1.0029
	7th month	1.0698	1.0698
	2nd year	1.1366	1.1366
	19th month	1.2035	1.2035
	3rd year	1.2703	1.2703
	31st month	1.3372	1.3372
Appointed on or After 7/1/1985 and Prior to 5/	/15/1992		
	Entrance	0.9360	0.9360
	2nd year	1.0698	1.0698
	3rd year	1.2035	1.2035
	4th year	1.3372	1.3372
Appointed on or After 5/15/1992			
	Entrance	0.9360	0.9360
	2nd year	1.0029	1.0029
	3rd year	1.1366	1.1366
	4th year	1.3372	1.3372
Maintainor's Holnor "P" (616)			
Maintainer's Helper "B" (616) Appointed Prior to 4/1/1980			
for Provisional Appointees	Entrance	1.2082	1.2082
	LINANCE	1.2002	1.2002

		2/29/2000	01/30/2003
Title (code)		\$	\$
for Permanents & Prov Promotees	Entrance	1.2364	1.2364
	2nd Year	1.2646	1.2646
Appointed on or After 4/1/1980 and Prior to 7	7/1/1985		
	Entrance	0.9485	0.9485
	7th month	1.0117	1.0117
	2nd year	1.0749	1.0749
	19th month	1.1381	1.1381
	3rd year	1.2014	1.2014
	31st month	1.2646	1.2646
Appointed on or After 7/1/1985 and Prior to 5	5/15/1992		
	Entrance	0.8852	0.8852
	2nd year	1.0117	1.0117
	3rd year	1.1381	1.1381
	4th year	1.2646	1.2646
Appointed on or After 5/15/1992			
	Entrance	0.8852	0.8852
	2nd year	0.9485	0.9485
	3rd year	1.0749	1.0749
	4th year	1.2646	1.2646
Railroad Stock Worker I (442,728,976) Stock Worker's Assistant (105) Appointed Prior to 7/1/1985			
	Entrance	1.2048	1.2048
	2nd Year	1.2344	1.2344
	3rd Year	1.2632	1.2632
	4th Year	1.2921	1.2921
	5th Year	1.3185	1.3185
*Note C*	Spec Assign	1.3780	1.3780
Appointed on or After 7/1/1985			
	Entrance	0.9230	0.9230
	2nd Year	1.0548	1.0548
	3rd Year	1.1867	1.1867
	4th Year	1.3185	1.3185
*Note C*	Spec Assign	1.3780	1.3780
Railroad Stock Worker II (748)			
Stock Worker (819)		4 0007	4 0007
	Entrance	1.3897	1.3897
	2nd Year	1.4157	1.4157
	3rd Year 4th Year	1.4432 1.4745	1.4432
*Note C*	Spec Assign	1.4953	1.4745 1.4953
Railroad Track Cleaner (725,981)			
Appointed Prior to 4/1/1980		4 4007	4 4007
for Provisionals	Entrance	1.1837	1.1837
for Permanents	Entrance	1.2137	1.2137
	2nd Year	1.2392	1.2392

		2/29/2000	01/30/2003
Title (code)		\$	\$
Appointed on or After 4/1/1980 and Prior to	7/1/1985		
	Entrance	0.9294	0.9294
	7th month	0.9914	0.9914
	2nd year	1.0533	1.0533
	19th month	1.1153	1.1153
	3rd year	1.1772	1.1772
	31st month	1.2392	1.2392
Appointed on or After 7/1/1985 and Prior to	5/15/1992		
PP	Entrance	0.8674	0.8674
	2nd Year	0.9914	0.9914
	3rd Year	1.1153	1.1153
	4th Year	1.2392	1.2392
Appointed on or After 5/15/1992			
	Entrance	0.8674	0.8674
	2nd Year	0.9294	0.9294
	3rd Year	1.0533	1.0533
	4th Year	1.2392	1.2392
Station Agent AFC (813, 977) & NonAFC (242)			
Appointed Prior to 4/1/1980			
for Provisional Appointees	Entrance	1.1427	1.1427
for Permanents & Prov Promotees	Entrance	1.1697	1.1697
	2nd Year	1.2292	1.2292
Appointed on or After 4/1/1980 and Prior to	7/1/1985		
PP ···································	Entrance	0.9219	0.9219
	7th month	0.9834	0.9834
	2nd year	1.0448	1.0448
	19th month	1.1063	1.1063
	3rd year	1.1677	1.1677
	31st month	1.2292	1.2292
Appointed on or After 7/1/1985 and Prior to	5/15/1992		
	Entrance	0.8604	0.8604
	2nd year	0.9834	0.9834
	3rd year	1.1063	1.1063
	4th year	1.2292	1.2292
Appointed on or After 5/15/1992			
	Entrance	0.8604	0.8604
	2nd year	0.9219	0.9219
	3rd year	1.0448	1.0448
	4th year	1.2292	1.2292
Technician, Power Electronic (682)			
Appointed Prior to 4/1/1980			
for Provisional Appointees	Entrance	1.2807	1.2807
for Permanents & Prov Promotees	Entrance	1.3112	1.3112
	2nd Year	1.3727	1.3727
Appointed on or After 4/1/1980 and Prior to	7/1/1985		
	Entrance	1.0295	1.0295

		2/29/2000	01/30/2003
Title (code)		\$	\$
	7th month	1.0982	1.0982
	2nd Year	1.1668	1.1668
	19th month	1.2354	1.2354
	3rd year	1.3041	1.3041
	31st month	1.3727	1.3727
Appointed on or After 7/1/1985 and Prior to	o 5/15/1992		
	Entrance	0.9609	0.9609
	2nd Year	1.0982	1.0982
	3rd Year	1.2354	1.2354
	4th Year	1.3727	1.3727
Appointed on or After 5/15/1992			
Appointed on of Arter 5/15/1932	Entrance	0.9609	0.9609
	2nd Year	1.0295	1.0295
	3rd Year	1.1668	1.1668
	4th Year	1.3727	1.3727
Tower Operator (910)			
Appointed Prior to 4/1/1980			
	Entrance	1.3835	1.3835
	2nd Year	1.4121	1.4121
Appointed on or After 4/1/1980 and Prior to	0 7/1/1985		
	Entrance	1.0591	1.0591
	7th month	1.1297	1.1297
	2nd Year	1.2003	1.2003
	19th month	1.2709	1.2709
	3rd year	1.3415	1.3415
	31st month	1.4121	1.4121
Appointed on or After 7/1/1985 and Brier t	- E/1E/1992		
Appointed on or After 7/1/1985 and Prior to	Entrance	0.9885	0.9885
	2nd Year	1.1297	1.1297
	3rd Year	1.1297	1.1297
	4th Year	1.4121	1.4121
	411 fear	1.4121	1.4121
Appointed on or After 5/15/1992			
	Entrance	0.9885	0.9885
	2nd Year	1.0591	1.0591
	3rd Year	1.2003	1.2003
	4th Year	1.4121	1.4121
Trackworker (758,912) & Construction Flagger Appointed Prior to 4/1/1980	(387)		
for Provisionals	Entrance	1.2704	1.2704
for Permanents	Entrance	1.3094	1.3094
	2nd Year	1.3652	1.3652
for Provisionals & Permanents	Spec Assign (913)	1.4953	1.4953
Appointed on or After 4/1/1980 and Prior to	n 7/1/1985		
	Entrance	1.0239	1.0239
	7th month	1.0922	1.0922
	2nd Year	1.1604	1.1604
		1.1004	1.1004

		2/29/2000	01/30/2003
Title (code)		\$	\$
	19th month	1.2287	1.2287
	3rd year	1.2969	1.2969
	31st month	1.3652	1.3652
	Spec Assign (913)	1.4953	1.4953
Appointed on or After 7/1/1985 and Prior to	5/15/1992		
	Entrance	0.9556	0.9556
	2nd Year	1.0922	1.0922
	3rd Year	1.2287	1.2287
	4th Year	1.3652	1.3652
	Spec Assign (913)	1.4953	1.4953
Appointed on or After 5/15/1992			
	Entrance	0.9556	0.9556
	2nd Year	1.0239	1.0239
	3rd Year	1.1604	1.1604
	4th Year	1.3652	1.3652
	Spec Assign (913)	1.4953	1.4953
Traffic Checker - Full Time(882)	Entrance & Max	0.2698	0.2698
Traffic Checker - Part Time(876)			
Appointed Prior to 1/30/2003	Entrance & Max	0.2698	0.2698
Appointed on or After 1/30/2003			
	Entrance		0.2293
	19th Month		0.2428
	31st Month		0.2698
Train Operator (650,651,909)			
	Entrance-Road	1.4648	1.4648
	Aft 231 days-Road	1.4953	1.4953
	Entrance-Yard	1.4090	1.4090
	2nd Year-Yard	1.4365	1.4365
Transit Electrical Helper			
Electronic Equipment (T02), Elevator & Escal	. ,		
Light (T03), Power Distribution (T06), Signals	(101)		
Telephone (T08), Vent & Drain (T04)			
Appointed Prior to 4/1/1980		4 0000	4 0000
for Provisional Appointees	Entrance	1.2082	1.2082
for Permanents & Prov Promotees	Entrance	1.2364	1.2364
	2nd Year	1.2646	1.2646
Appointed on or After 4/1/1980 and Prior to			
	Entrance	0.9485	0.9485
	7th month	1.0117	1.0117
	2nd year	1.0749	1.0749
	19th month	1.1381	1.1381
	3rd year	1.2014	1.2014
	31st month	1.2646	1.2646

Appointed on or After 7/1/1985 and Prior to 5/15/1992

Title (code)         \$         \$           Entrance 2nd year         0.8852         0.8852         0.8852           2nd year         1.0117         1.0117           3rd year         1.1381         1.1381           4th year         1.2846         1.2846           Appointed on or After 5/15/1992         Entrance         0.8852         0.8852           2nd year         0.9485         0.9485         0.9485           3rd year         1.0749         1.0749         1.0749           Appointed Prior to 4//1/980         Entrance         1.2082         1.2082           Appointed Prov volumes         Entrance         0.9707         0.9707           Appointed on or After 4/1/1980 and Prior to 7/1/1985         Entrance         0.9707         0.9707           Thim month         1.0844         1.0844         1.0844         1.0844           Appointed on or After 7/1/1985 and Prior to 5/15/1992         Entrance         0.9059         0.9059           2nd year         1.0054         1.0054         1.0054         1.0054           3rd year         1.1648         1.1648         1.1648         1.1648           3rd year         1.0054         1.0054         1.0054         1.0054         1.0054 <th></th> <th></th> <th>2/29/2000</th> <th>01/30/2003</th>			2/29/2000	01/30/2003
2nd year         1.0117         1.0117           3rd year         1.1381         1.1381           4th year         1.2846         1.2846           Appointed on or After 5/15/1992         Entrance         0.8852         0.8852           2nd year         0.0485         0.9485         0.9485           3rd year         1.0749         1.0749           4th year         1.2046         1.2082           Transit Electrical Helper Power (T07)         Appointed Prior to 4/1/1980         1.2082         1.2082           for Permanents & Prov Promotees         Entrance         1.2084         1.2084           for Permanents & Prov Promotees         Entrance         0.9707         0.9707           7th month         1.0354         1.0054         1.0054           2nd Year         1.2082         1.2942         1.2942           Appointed on or After 7/1/1980 and Prior to 5/15/1992         Entrance         0.9059         0.9059           2nd year         1.1001         1.1001         1.0014         1.1034           119th month         1.1648         1.1648         1.1648           3rd year         1.1648         1.1648         1.1648           Appointed on or After 5/15/1992         Entrance	Title (code)		\$	\$
2nd year         1.0117         1.0117           3rd year         1.1381         1.1381           4th year         1.2846         1.2846           Appointed on or After 5/15/1992         Entrance         0.8852         0.8852           2nd year         0.0485         0.9485         0.9485           3rd year         1.0749         1.0749           4th year         1.2046         1.2082           Transit Electrical Helper Power (T07)         Appointed Prior to 4/1/1980         1.2082         1.2082           for Permanents & Prov Promotees         Entrance         1.2084         1.2084           for Permanents & Prov Promotees         Entrance         0.9707         0.9707           7th month         1.0354         1.0054         1.0054           2nd Year         1.2082         1.2942         1.2942           Appointed on or After 7/1/1980 and Prior to 5/15/1992         Entrance         0.9059         0.9059           2nd year         1.1001         1.1001         1.0014         1.1034           119th month         1.1648         1.1648         1.1648           3rd year         1.1648         1.1648         1.1648           Appointed on or After 5/15/1992         Entrance		Entrance	0.8852	0.8852
3rd year         1.1381         1.1381         1.1381           4th year         1.2646         1.2646           Appointed on or After 5/15/1992         Entrance         0.9485         0.9485           3rd year         0.9485         0.9485         0.9485           3rd year         1.0749         1.0749         1.0749           4th year         1.2646         1.2646           Transit Electrical Helper Power (T07)         Appointed Prior to 4/1/1980         1.2082         1.2082           for Provisional Appointes         Entrance         1.2082         1.2082           for Permanents & Prov Promotees         Entrance         0.9707         0.9707           2nd Year         1.001         1.001         1.001           1.101         1.001         1.001         1.001           19th month         1.1484         1.1648           3rd year         1.2942         1.2942           Appointed on or After 7/1/1985 and Prior to 5/15/1992         Entrance         0.9059         0.9059           2nd year         1.0354         1.0354         1.0354           3rd year         1.1648         1.1648         4th year         1.2942         1.2942           Appointed on or After 5/15/1992				
4th year         1.2646         1.2646           Appointed on or After 5/15/1992         Entrance         0.8852         0.8852           2nd year         1.0749         1.0749           3rd year         1.0749         1.0749           4th year         1.2646         1.2646           Transit Electrical Helper Power (T07)         Appointed Prior to 4/1/1980         1.2082           for Porvisional Appointes         Entrance         1.2364         1.2842           If or Permanents & Prov Promotes         Entrance         0.9707         0.9707           Thronth         1.0354         1.0354         1.0354           Appointed on or After 4/1/1980 and Prior to 7/1/1985         U         1.2942         1.2295           Appointed on or After 7/1/1985 and Prior to 5/15/1992         U         1.0354         1.0354           Appointed on or After 7/1/1985 and Prior to 5/15/1992         U         1.2295         1.2295           Appointed on or After 5/15/1992         Entrance         0.9059         0.9059           2nd year         1.0354         1.0354         1.0354           Appointed on or After 5/15/1992         U         U         1.22942         1.22942           Appointed on or After 5/15/1992         Entrance         0.9059			1.1381	
Entrance 0.8852 0.8852 2nd year 0.9485 0.9485 3rd year 1.0749 1.0749 4th year 1.2646 1.2646 Transit Electrical Helper Power (T07) Appointed Prior to 4/1/1980 for Provisional Appointees Entrance 1.2082 1.2082 for Permanents & Prov Promotees Entrance 1.2084 1.2344 2.364 1.2344 2.364 1.2342 Appointed on or After 4/1/1980 and Prior to 7/1/1985 Entrance 0.9707 0.9707 7th month 1.0354 1.0354 1.0354 1.0354 1.0354 1.0354 1.2942 1.2942 Appointed on or After 7/1/1985 and Prior to 5/15/1992 Entrance 0.9059 0.9059 2.01 year 1.0354 1.0354 3.13 tmonth 1.2942 1.2942 Appointed on or After 7/1/1985 and Prior to 5/15/1992 Entrance 0.9059 0.9059 2.01 year 1.0354 1.0354 4.10354 4.10354 3.10 year 1.1648 1.1648 3.10 year 1.0354 1.0354 4.10354 4.10354 3.10 year 1.1041 1.1001 4.1011 4.1011 4.1011 4.1011 4.1011 4.1011 4.1011 4.1012 4.1152 1.2942 Transit Property Protection Agent (726;945) Appointed on or After 4/1/1980 and Prior to 7/1/1985 Entrance 0.9059 0.9059 2.01 year 0.9707 0.9707 3.37 year 1.1011 1.1001 4.1012 4.1014 1.1014 4.1048 4.1049 Appointed on or After 4/1/1980 and Prior to 7/1/1985 Entrance 0.8736 0.8736 7.10 month 0.9318 0.9318 2.01 Year 0.9901 0.9901 1.91h month 1.0483 1.0483 3.13 tmonth 1.1648 1.1648 Appointed on or After 7/1/1985 and Prior to 7/1/1985 Entrance 0.8736 0.8736 7.10 month 0.9318 0.9318		-		
Entrance 0.8852 0.8852 2nd year 0.9485 0.9485 3rd year 1.0749 1.0749 4th year 1.2646 1.2646 Transit Electrical Helper Power (T07) Appointed Prior to 4/1/1980 for Provisional Appointees Entrance 1.2082 1.2082 for Permanents & Prov Promotees Entrance 1.2084 1.2344 2.364 1.2344 2.364 1.2342 Appointed on or After 4/1/1980 and Prior to 7/1/1985 Entrance 0.9707 0.9707 7th month 1.0354 1.0354 1.0354 1.0354 1.0354 1.0354 1.2942 1.2942 Appointed on or After 7/1/1985 and Prior to 5/15/1992 Entrance 0.9059 0.9059 2.01 year 1.0354 1.0354 3.13 tmonth 1.2942 1.2942 Appointed on or After 7/1/1985 and Prior to 5/15/1992 Entrance 0.9059 0.9059 2.01 year 1.0354 1.0354 4.10354 4.10354 3.10 year 1.1648 1.1648 3.10 year 1.0354 1.0354 4.10354 4.10354 3.10 year 1.1041 1.1001 4.1011 4.1011 4.1011 4.1011 4.1011 4.1011 4.1011 4.1012 4.1152 1.2942 Transit Property Protection Agent (726;945) Appointed on or After 4/1/1980 and Prior to 7/1/1985 Entrance 0.9059 0.9059 2.01 year 0.9707 0.9707 3.37 year 1.1011 1.1001 4.1012 4.1014 1.1014 4.1048 4.1049 Appointed on or After 4/1/1980 and Prior to 7/1/1985 Entrance 0.8736 0.8736 7.10 month 0.9318 0.9318 2.01 Year 0.9901 0.9901 1.91h month 1.0483 1.0483 3.13 tmonth 1.1648 1.1648 Appointed on or After 7/1/1985 and Prior to 7/1/1985 Entrance 0.8736 0.8736 7.10 month 0.9318 0.9318	Appointed on or After 5/15/1992			
2nd year         0.9485         0.9485           3rd year         1.0749         1.0749           Ath year         1.2646         1.2646           Transit Electrical Helper Power (T07)          1.2082         1.2082           for Provisional Appointees         Entrance         1.2082         1.2082           for Permanents & Prov Promotees         Entrance         1.2082         1.2082           Appointed on or After 4/1/1980 and Prior to 7/1/1985         0.9707         0.9707           Entrance         0.9707         0.9707         0.9707           11 month         1.0354         1.0354         1.0354           2nd year         1.1011         1.1011         1.1011           19th month         1.1648         1.1648         1.648           3rd year         1.2942         1.2942         1.2942           Appointed on or After 7/1/1985 and Prior to 5/15/1992         Entrance         0.9059         0.9059           2nd year         1.0354         1.0354         1.0354           3rd year         1.1648         1.1648         1.1648           4th year         2.942         1.2942         1.2942           Appointed on or After 5/15/1992         Entrance         0.9059	Appointed on of After 3/13/1992	Entrance	0.8852	0.8852
3rd year         1.0749         1.0749           Appointed Prior to 4/1/1980         1.2646         1.2646           for Provisional Appointees         Entrance         1.2082         1.2082           for Permanents & Prov Promotees         Entrance         1.2041         1.2042           Appointed on or After 4/1/1980 and Prior to 7/1/1985         Entrance         0.9707         0.9707           Zhd Year         1.1001         1.0054         1.0354           Appointed on or After 4/1/1980 and Prior to 5/15/1992         Entrance         0.9707         0.9707           Zhd year         1.1001         1.001         1.001           19th month         1.1648         1.1648         1.1648           Appointed on or After 7/1/1985 and Prior to 5/15/1992         Entrance         0.9059         0.9059           Znd year         1.0344         1.0344         1.0344           Appointed on or After 5/15/1992         Entrance         0.9059         0.9059           Znd year         1.0344         1.1648         1.1648           Appointed on or After 5/15/1992         Entrance         0.9059         0.9059           Znd year         1.1048         1.1648         1.1648           Appointed on or After 5/15/1992         Entrance				
4th year         1.2646         1.2646           Transit Electrical Helper Power (T07) Appointed Prior to 4/1/1980 for Provisional Appointees         Entrance         1.2082         1.2082           for Permanents & Prov Promotees         Entrance         1.2082         1.2082           Appointed on or After 4/1/1980 and Prior to 7/1/1985         Entrance         0.9707         0.9707           7th month         1.0354         1.0354         1.0354           2nd year         1.1001         1.1010         1.1061           19th month         1.1648         1.1648         1.1648           3rd year         1.2292         1.2942         1.2942           Appointed on or After 7/1/1985 and Prior to 5/15/1992         Entrance         0.9059         0.9059           2nd year         1.0648         1.1648         1.1648           3rd year         1.0354         1.0354         1.0354           1.0949         2nd year         1.0354         1.0354           3rd year         1.1648         1.1648         1.1648           3rd year         1.001         1.1001         1.1001           4th year         1.2942         1.2942         1.2942           Appointed on or After 5/15/1992         Entrance         1.352				
Appointed Prior to 4/1/1980         Entrance         1.2082         1.2082           for Permanents & Prov Promotees         Entrance         1.2364         1.2342           Appointed on or After 4/1/1980 and Prior to 7/1/1985         Entrance         0.9707         0.9707           Appointed on or After 4/1/1980 and Prior to 7/1/1985         Entrance         0.9707         0.9707           Zind year         1.1001         1.001         1.001           Jift month         1.0354         1.0354           Zind year         1.2295         1.2295           Appointed on or After 7/1/1985 and Prior to 5/15/1992         Entrance         0.9059         0.9059           Zind year         1.0354         1.0354         1.0354           Appointed on or After 7/1/1985 and Prior to 5/15/1992         Entrance         0.9059         0.9059           Zind year         1.0354         1.0354         1.0354           Appointed on or After 5/15/1992         Entrance         0.9059         0.9059           Zind year         1.1011         1.1001         1.001           Appointed on or After 5/15/1992         Entrance         0.9059         0.9059           Zind year         1.1001         1.001         1.001           Appointed on or After 5/15/1992		-		
Appointed Prior to 4/1/1980         Entrance         1.2082         1.2082           for Permanents & Prov Promotees         Entrance         1.2364         1.2342           Appointed on or After 4/1/1980 and Prior to 7/1/1985         Entrance         0.9707         0.9707           Appointed on or After 4/1/1980 and Prior to 7/1/1985         Entrance         0.9707         0.9707           Zind year         1.1001         1.001         1.001           Jift month         1.0354         1.0354           Zind year         1.2295         1.2295           Appointed on or After 7/1/1985 and Prior to 5/15/1992         Entrance         0.9059         0.9059           Zind year         1.0354         1.0354         1.0354           Appointed on or After 7/1/1985 and Prior to 5/15/1992         Entrance         0.9059         0.9059           Zind year         1.0354         1.0354         1.0354           Appointed on or After 5/15/1992         Entrance         0.9059         0.9059           Zind year         1.1011         1.1001         1.001           Appointed on or After 5/15/1992         Entrance         0.9059         0.9059           Zind year         1.1001         1.001         1.001           Appointed on or After 5/15/1992	Transit Electrical Helper Power (T07)			
for Provisional Appointees         Entrance         1.2082         1.2082           for Permanents & Prov Promotees         Entrance         1.2342         1.2342           Appointed on or After 4/1/1980 and Prior to 7/1/1985             Entrance         0.9707         0.9707           7th month         1.0354         1.0354           2nd Year         1.2042         1.2295           3rd year         1.2295         1.2295           3rd year         1.2295         1.22942           Appointed on or After 7/1/1985 and Prior to 5/15/1992             Appointed on or After 7/1/1985 and Prior to 5/15/1992             Appointed on or After 7/1/1985 and Prior to 5/15/1992             Appointed on or After 5/15/1992         Entrance         0.9059         0.9059           2nd year         1.0354         1.0354         1.0354           3rd year         1.1648         1.1648         1.1648           11001         1.1001         1.1001         1.1001           4th year         1.2942         1.2942         1.2942           Appointed on or After 5/15/1992         Entrance         0.9070         0.9707           3rd year <td< td=""><td></td><td></td><td></td><td></td></td<>				
for Permanents & Prov Promotees         Entrance 2nd Year         1.2364 1.2942         1.2344 1.2942           Appointed on or After 4/1/1980 and Prior to 7/1/1985         Entrance         0.9707         0.9707           7th month         1.0354         1.0354         1.0354           2nd year         1.1001         1.1001         1.001           19th month         1.1648         1.1648         1.648           3rd year         1.2295         1.2295         1.2942           Appointed on or After 7/1/1985 and Prior to 5/15/1992         Entrance         0.9059         0.9059           2nd year         1.0354         1.0354         1.0354           3rd year         1.1648         1.1648         1.648           4th year         1.2942         1.2942         1.2942           Appointed on or After 5/15/1992         Entrance         0.9059         0.9059           2nd year         1.1648         1.1648         1.648           4th year         1.2942         1.2942         1.2942           Appointed on or After 5/15/1992         Entrance         0.9059         0.9059           2nd year         1.1001         1.1001         1.001         1.001           4th year         1.2942         1.2942		Entrance	1.2082	1,2082
Image: Provisionals         Image: Provisionals <thimage: provisionals<="" th="">         Image: Provisionals</thimage:>				
Entrance         0.9707         0.9707           7th month         1.0354         1.0354           2nd year         1.1001         1.001           19th month         1.1648         1.1648           3rd year         1.2295         1.2295           31st month         1.2942         1.2942           Appointed on or After 7/1/1985 and Prior to 5/15/1992				
Entrance         0.9707         0.9707           7th month         1.0354         1.0354           2nd year         1.1001         1.1001           19th month         1.1648         1.1648           3rd year         1.2295         1.2295           31st month         1.2942         1.2942           Appointed on or After 7/1/1985 and Prior to 5/15/1992	Appointed on or After 4/1/1980 and Prior t	0 7/1/1985		
7th month       1.0354       1.0354         2nd year       1.1001       1.1001         19th month       1.648       1.1648         3rd year       1.2295       1.2295         31st month       1.2942       1.2942         Appointed on or After 7/1/1985 and Prior to 5/15/1992       U       U         Entrance       0.9059       0.9059         2nd year       1.0354       1.0354         3rd year       1.0354       1.0354         4rd year       1.0354       1.0354         3rd year       1.0354       1.0354         4rd year       1.2942       1.2942         Appointed on or After 5/15/1992       U       U         Entrance       0.9059       0.9059         2nd year       1.1001       1.1001         4th year       1.2942       1.2942         Appointed on or After 5/15/1992       U       U         Appointed Prior to 4/1/1980       Entrance       0.9707         6ro Provisionals       Entrance       1.1352       1.1352         for Provisionals       Entrance & Max       1.1648       1.1648         Appointed on or After 4/1/1980 and Prior to 7/1/1985       U       U       U			0 9707	0 9707
2nd year       1.1001       1.1001         19th month       1.1648       1.1648         3rd year       1.2295       1.2295         31st month       1.2942       1.2942         Appointed on or After 7/1/1985 and Prior to 5/15/1992         Entrance       0.9059       0.9059         2nd year       1.0354       1.0354         3rd year       1.1648       1.1648         4th year       1.2942       1.2942         Appointed on or After 5/15/1992         Entrance       0.9059       0.9059         2nd year       1.1648       1.1648         4th year       1.2942       1.2942         Appointed on or After 5/15/1992         Entrance       0.9059       0.9059         2nd year       1.1001       1.1001         4th year       1.2942       1.2942         Transit Property Protection Agent (726;945)         Appointed Prior to 4/1/1980       Entrance       1.1352       1.1352         for Permanents       Entrance & Max       1.1648       1.1648         Appointed on or After 4/1/1980 and Prior to 7/1/1985       Entrance       0.8736       0.8736         2nd Year				
19th month         1.1648         1.1648           3rd year         1.2295         1.2295           31st month         1.2942         1.2942           Appointed on or After 7/1/1985 and Prior to 5/15/1992         Entrance         0.9059         0.9059           2nd year         1.0354         1.0354         1.0354           3rd year         1.1648         1.1648         1.1648           4th year         1.2942         1.2942         1.2942           Appointed on or After 5/15/1992         Entrance         0.9059         0.9059           2nd year         1.1648         1.1648         1.1648           Appointed on or After 5/15/1992         Entrance         0.9070         0.9070           2nd year         1.1001         1.1001         1.1001           4th year         1.2942         1.2942         1.2942           Transit Property Protection Agent (726;945)         Entrance         1.1352         1.1352           Appointed on or After 4/1/1980 and Prior to 7/1/1985         Entrance         0.8736         0.8736           7th month         0.9318         0.9318         0.9318         0.9318           2nd Year         0.9901         0.9901         0.9901         0.9901         0.9901 <td></td> <td></td> <td></td> <td></td>				
3rd year       1.2295       1.2295         31st month       1.2942       1.2942         Appointed on or After 7/1/1985 and Prior to 5/15/1992       Entrance       0.9059       0.9059         2nd year       1.0354       1.0354       1.0354         3rd year       1.1648       1.1648       1.1648         4th year       1.2942       1.2942         Appointed on or After 5/15/1992       Entrance       0.9059       0.9059         2nd year       0.9707       0.9707       0.9707         3rd year       1.1001       1.1001       1.1001         4th year       1.2942       1.2942         Transit Property Protection Agent (726;945)         Appointed Prior to 4/1/1980       Entrance       1.1352       1.1352         for Provisionals       Entrance & Max       1.1648       1.1648         Appointed on or After 4/1/1980 and Prior to 7/1/1985         Entrance       0.8736       0.8736         7th month       0.9318       0.9318         2nd Year       1.1068       1.1648         Appointed on or After 7/1/1985 and Prior to 5/15/1992       Entrance       0.8154         Zud Year       1.1068       1.1648       1.1648 <td></td> <td>-</td> <td></td> <td></td>		-		
31st month       1.2942       1.2942         Appointed on or After 7/1/1985 and Prior to 5/15/1992       Entrance       0.9059       0.9059         2nd year       1.0354       1.0354         3rd year       1.1648       1.1648         4th year       1.2942       1.2942         Appointed on or After 5/15/1992       Entrance       0.9059       0.9059         2nd year       0.9707       0.9707       0.9707         3rd year       1.1001       1.1001       1.001         4th year       1.2942       1.2942       1.2942         Transit Property Protection Agent (726;945)         Appointed Prior to 4/1/1980       Entrance       1.1352       1.1352         for Provisionals       Entrance & Max       1.1648       1.1648         Appointed on or After 4/1/1980 and Prior to 7/1/1985         Entrance       0.8736       0.8736         Appointed on or After 4/1/1980 and Prior to 7/1/1985       U       U         Appointed on or After 4/1/1980 and Prior to 7/1/1985       U       U         Appointed on or After 4/1/1980 and Prior to 7/1/1985       U       U         Appointed on or After 7/1/1985 and Prior to 5/15/1992       U       U         2nd Year       0.9901 <td></td> <td></td> <td></td> <td></td>				
Appointed on or After 7/1/1985 and Prior to 5/15/1992         Entrance         0.9059         0.9059           2nd year         1.0354         1.0354           3rd year         1.1648         1.1648           4th year         1.2942         1.2942           Appointed on or After 5/15/1992         Entrance         0.9059         0.9059           2nd year         0.9707         0.9707           3rd year         1.1001         1.1001           4th year         1.2942         1.2942           Transit Property Protection Agent (726;945)           Appointed Prior to 4/1/1980         Entrance         1.1352           for Provisionals         Entrance & Max         1.1648           Appointed on or After 4/1/1980 and Prior to 7/1/1985           Entrance         0.8736         0.8736           7th month         0.9318         0.9318           2nd Year         0.9901         0.9901           19th month         1.0483         1.0483           3rd year         1.1066         1.1066           31st month         1.1648         1.648           Appointed on or After 7/1/1985 and Prior to 5/15/1992           Entrance         0.8154         0.8154 <tr< td=""><td></td><td>-</td><td></td><td></td></tr<>		-		
Entrance         0.9059         0.9059           2nd year         1.0354         1.0354           3rd year         1.1648         1.1648           4th year         1.2942         1.2942           Appointed on or After 5/15/1992         Entrance         0.9059         0.9059           Appointed on or After 5/15/1992         Entrance         0.9059         0.9059           Year         0.9707         0.9707         0.9707           3rd year         1.1001         1.1001         1.1001           4th year         1.2942         1.2942         1.2942           Transit Property Protection Agent (726;945)         Appointed Prior to 4/1/1980         Intrance         1.1352         1.1352           for Provisionals         Entrance & Max         1.1648         1.1648         1.1648           Appointed on or After 4/1/1980 and Prior to 7/1/1985         Entrance         0.8736         0.8736           7th month         0.9318         0.9318         0.9318         0.9318           2nd Year         0.9901         0.9901         0.9901           19th month         1.0483         1.0483         1.0483           3rd year         1.1066         1.1066         1.1066           31st m		51511101111	1.2342	1.2942
2nd year       1.0354       1.0354         3rd year       1.1648       1.1648         4th year       1.2942       1.2942         Appointed on or After 5/15/1992         Entrance       0.9059       0.9059         2nd year       0.9707       0.9707         3rd year       1.1001       1.1001         4th year       1.2942       1.2942         Transit Property Protection Agent (726;945)         Appointed Prior to 4/1/1980       Entrance       1.1352       1.1352         for Provisionals       Entrance & Max       1.1648       1.1648         Appointed on or After 4/1/1980 and Prior to 7/1/1985         Entrance       0.8736       0.8736         7th month       0.9918       0.9911         19th month       0.9901       0.9901         19th month       1.0483       1.0483         3rd year       1.1066       1.1066         31st month       1.1648       1.1648	Appointed on or After 7/1/1985 and Prior to			
3rd year       1.1648       1.1648         4th year       1.2942       1.2942         Appointed on or After 5/15/1992         Entrance       0.9059       0.9059         2nd year       0.9707       0.9707         3rd year       1.1001       1.1001         4th year       1.2942       1.2942         Transit Property Protection Agent (726;945)         Appointed Prior to 4/1/1980       Entrance       1.1352       1.1352         for Provisionals       Entrance & Max       1.1648       1.1648         Appointed on or After 4/1/1980 and Prior to 7/1/1985       Entrance       0.8736       0.8736         Appointed on or After 4/1/1980 and Prior to 7/1/1985       Entrance       0.8736       0.8736         7th month       0.9318       0.9318       0.9318         2nd Year       0.9901       0.9901       19th month       1.0483       1.0483         3rd year       1.1066       1.1066       1.1066       1.1066         31st month       1.0648       1.1648       1.1648				
4th year       1.2942       1.2942         Appointed on or After 5/15/1992       Entrance       0.9059       0.9059         2nd year       0.9707       0.9707         3rd year       1.1001       1.1001         4th year       1.2942       1.2942         Transit Property Protection Agent (726;945)         Appointed Prior to 4/1/1980       Entrance       1.1352       1.1352         for Provisionals       Entrance & Max       1.1648       1.1648         Appointed on or After 4/1/1980 and Prior to 7/1/1985       Entrance       0.8736       0.8736         Appointed on or After 4/1/1980 and Prior to 7/1/1985       Entrance       1.1648       1.1648         Appointed on or After 4/1/1980 and Prior to 5/1/1985       Entrance       0.8736       0.8736         2nd Year       0.9901       0.9901       0.9901       0.9901         19th month       1.0483       1.0483       3rd year       1.1066       1.1066         31st month       1.1648       1.1648       1.1648       1.1648				
Appointed on or After 5/15/1992         Entrance         0.9059         0.9059           2nd year         0.9707         0.9707           3rd year         1.1001         1.1001           4th year         1.2942         1.2942           Transit Property Protection Agent (726;945)           Appointed Prior to 4/1/1980         Entrance         1.1352         1.1352           for Provisionals         Entrance & Max         1.1648         1.1648           Appointed on or After 4/1/1980 and Prior to 7/1/1985         Entrance         0.8736         0.8736           Zhd Year         0.9901         0.9901         0.9901           19th month         1.0483         1.0483         1.0483           Appointed on or After 7/1/1985 and Prior to 5/15/1992         Entrance         0.8154         0.8154           Appointed on or After 7/1/1985 and Prior to 5/15/1992         Entrance         0.8154         0.8154		-		
Entrance         0.9059         0.9059           2nd year         0.9707         0.9707           3rd year         1.1001         1.1001           4th year         1.2942         1.2942           Transit Property Protection Agent (726;945)           Appointed Prior to 4/1/1980         Entrance         1.1352           for Provisionals         Entrance & Max         1.1648           Appointed on or After 4/1/1980 and Prior to 7/1/1985         Entrance         0.8736           Zhrance         0.8736         0.8736           7th month         0.9901         0.9901           19th month         1.0483         1.0483           3rd year         1.1066         1.1066           31st month         1.066         1.1066           31st month         1.0643         1.1648		4th year	1.2942	1.2942
2nd year       0.9707       0.9707         3rd year       1.1001       1.1001         4th year       1.2942       1.2942         Transit Property Protection Agent (726;945)         Appointed Prior to 4/1/1980       Entrance       1.1352       1.1352         for Provisionals       Entrance & Max       1.1648       1.1648         Appointed on or After 4/1/1980 and Prior to 7/1/1985       Entrance       0.8736       0.8736         Appointed on or After 4/1/1980 and Prior to 7/1/1985       Entrance       0.8736       0.8736         Appointed on or After 4/1/1980 and Prior to 7/1/1985       Entrance       0.8736       0.8736         Appointed on or After 4/1/1980 and Prior to 7/1/1985       Entrance       0.8013       0.9318         2nd Year       0.9901       0.9901       1.9901       1.9901       1.9901         19th month       1.0483       1.0483       1.0483       3rd year       1.1066       1.1066         31st month       1.1648       1.1648       1.1648       1.1648       1.1648	Appointed on or After 5/15/1992			
3rd year       1.1001       1.1001         4th year       1.2942       1.2942         Transit Property Protection Agent (726;945)         Appointed Prior to 4/1/1980       Entrance       1.1352       1.1352         for Provisionals       Entrance & Max       1.1648       1.1648         Appointed on or After 4/1/1980 and Prior to 7/1/1985       Entrance       0.8736       0.8736         Appointed on or After 4/1/1980 and Prior to 7/1/1985       Entrance       0.9318       0.9318         2nd Year       0.9901       0.9901       1.0483       1.0483         3rd year       1.1066       1.1066       1.1066         31st month       1.1648       1.1648       1.1648				
4th year       1.2942       1.2942         Transit Property Protection Agent (726;945) Appointed Prior to 4/1/1980 for Provisionals       Entrance       1.1352       1.1352         for Permanents       Entrance & Max       1.1648       1.1648         Appointed on or After 4/1/1980 and Prior to 7/1/1985         Entrance & Max       1.1648       1.1648         Appointed on or After 4/1/1980 and Prior to 7/1/1985         Entrance       0.8736       0.8736         7th month       0.9318       0.9318         2nd Year       0.9901       0.9901         19th month       1.0483       1.0483         3rd year       1.1066       1.1066         31st month       1.1648       1.1648         Appointed on or After 7/1/1985 and Prior to 5/15/1992         Entrance       0.8154       0.8154         2nd Year       0.9318       0.9318		2nd year	0.9707	0.9707
Transit Property Protection Agent (726;945)           Appointed Prior to 4/1/1980           for Provisionals         Entrance           for Permanents         Entrance & Max           Appointed on or After 4/1/1980 and Prior to 7/1/1985           Entrance         0.8736           7th month         0.9318           2nd Year         0.9901           19th month         1.1648           11066         1.1066           31st month         1.1648           Appointed on or After 7/1/1985 and Prior to 5/15/1992         Entrance           Entrance         0.8154           0.8154         0.8154           0.9318         0.9318		3rd year	1.1001	1.1001
Appointed Prior to 4/1/1980           for Provisionals         Entrance         1.1352         1.1352           for Permanents         Entrance & Max         1.1648         1.1648           Appointed on or After 4/1/1980 and Prior to 7/1/1985         Entrance         0.8736         0.8736           Appointed on or After 4/1/1980 and Prior to 7/1/1985         Entrance         0.8736         0.8736           Appointed on or After 7/1/1985 and Prior to 7/1/1985         Entrance         0.9901         0.9901           19th month         1.0483         1.0483         1.0483           3rd year         1.1066         1.1066         1.1066           31st month         1.1648         1.1648         1.1648           Appointed on or After 7/1/1985 and Prior to 5/15/1992         Entrance         0.8154         0.8154           Appointed on or After 7/1/1985 and Prior to 5/15/1992         Entrance         0.8154         0.8154		4th year	1.2942	1.2942
for Provisionals         Entrance         1.1352         1.1352           for Permanents         Entrance & Max         1.1648         1.1648           Appointed on or After 4/1/1980 and Prior to 7/1/1985         Entrance         0.8736         0.8736           Entrance         0.8736         0.8736         0.8736         0.9318         0.9318           2nd Year         0.9901         0.9901         0.9901         0.9901         0.9901           19th month         1.0483         1.0483         1.0483         1.0483           3rd year         1.1066         1.1066         1.1066           31st month         1.1648         1.1648         1.1648           Appointed on or After 7/1/1985 and Prior to 5/15/1992         Entrance         0.8154         0.8154           2nd Year         0.9318         0.9318         0.9318				
for Permanents         Entrance & Max         1.1648         1.1648           Appointed on or After 4/1/1980 and Prior to 7/1/1985         Entrance         0.8736         0.8736           Entrance         0.8736         0.9318         0.9318           7th month         0.9318         0.9901           2nd Year         0.9901         0.9901           19th month         1.0483         1.0483           3rd year         1.1066         1.1066           31st month         1.1648         1.1648           Appointed on or After 7/1/1985 and Prior to 5/15/1992         Entrance         0.8154         0.8154           2nd Year         0.9318         0.9318         0.9318         0.9318	••	Entrance	1 1250	4 4050
Appointed on or After 4/1/1980 and Prior to 7/1/1985         Entrance         0.8736         0.8736           7th month         0.9318         0.9318           2nd Year         0.9901         0.9901           19th month         1.0483         1.0483           3rd year         1.1066         1.1066           31st month         1.1648         1.1648           Appointed on or After 7/1/1985 and Prior to 5/15/1992         Entrance         0.8154         0.8154           2nd Year         0.9318         0.9318         0.9318				
Entrance         0.8736         0.8736           7th month         0.9318         0.9318           2nd Year         0.9901         0.9901           19th month         1.0483         1.0483           3rd year         1.1066         1.1066           31st month         1.1648         1.1648           Appointed on or After 7/1/1985 and Prior to 5/15/1992         Entrance         0.8154         0.8154           2nd Year         0.9318         0.9318         0.9318	ior Permanents	Entrance & Max	1.1648	1.1648
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19th month         1.0483         1.0483           3rd year         1.1066         1.1066           31st month         1.1648         1.1648           Appointed on or After 7/1/1985 and Prior to 5/15/1992         Entrance         0.8154         0.8154           2nd Year         0.9318         0.9318         0.9318				
3rd year         1.1066         1.1066           31st month         1.1648         1.1648           Appointed on or After 7/1/1985 and Prior to 5/15/1992         Entrance         0.8154         0.8154           2nd Year         0.9318         0.9318         0.9318				
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Entrance0.81540.81542nd Year0.93180.9318	Appointed on or After 7/1/1985 and Prior to	o 5/15/1992		
2nd Year 0.9318 0.9318			0.8154	0.8154
		2nd Year	0.9318	0.9318
		3rd Year	1.0483	

		2/29/2000	01/30/2003
Title (code)		\$	\$
	4th Year	1.1648	1.1648
Appointed on or After 5/15/1992			
	Entrance	0.8154	0.8154
	2nd Year	0.8736	0.8736
	3rd Year	0.9901	0.9901
	4th Year	1.1648	1.1648

NOTES:

\*A\* : For Mechanical Maintainer "C" (637) who are assigned to the Division of Car Equipment.

\*B\* : For Mechanical Maintainer "C" (637) who are not assigned to the Division of Car Equipment.

\*C\* :To be paid for each hour that employee actually operates one of the heavy-duty cranes at either the Atlantic Avenue or 207th Street Storeroom.

### APPENDIX D

#### NIGHT DIFFERENTIAL HOURLY RATES OF PAY SALARIED EMPLOYEES

		12/15/2001	02/01/2003	12/16/2003	12/16/2004
Title (Code)		\$			
Office Aide I (806)	Minimum	0.8462	0.8462	0.8462	0.8462
	Maximum	1.0249	1.0249	1.0249	1.0249
Office Aide II (804)	Minimum	0.8747	0.8747	0.8747	0.8747
	Maximum	1.1922	1.1922	1.1922	1.1922
Office Aide III (803)	Minimum	0.9429	0.9429	0.9429	0.9429
	Maximum	1.2216	1.2216	1.2216	1.2216
Revenue Processing Coordinator I (305)*	Minimum	2.3570	2.3570	2.4278	2.5006
	Maximum	2.9039	2.9039	2.9910	3.0808
Revenue Processing Coordinator II (079)*	Minimum	2.5928	2.5928	2.6706	2.7507
	Maximum	3.1942	3.1942	3.2900	3.3888
Senior Clerk (721)					
Senior Keypunch Operator (724) Appointed Prior to 4/1/80	Minimum	1.0040	1.0040	1.0040	1.0040
Appointed Phone 4 mod	Maximum	1.3483	1.3483	1.3483	1.3483
Appointed On or After 4/1/80 but Prior to 7/1/85	Entrance	0.8379	0.8379	0.8379	0.8379
Appointed on of Aiter 4 not but their to 11 not	7th month	0.8938	0.8938	0.8938	0.8938
	2nd year	0.9496	0.9496	0.9496	0.9496
	19th month	1.0055	1.0055	1.0055	1.0055
	3rd year	1.0613	1.0613	1.0613	1.0613
	31st month	1.1172	1.1172	1.1172	1.1172
Appointed On or After 7/1/85 but Prior to 5/15/92	2 Entrance	0.7820	0.7820	0.7820	0.7820
	2nd year	0.8938	0.8938	0.8938	0.8938
	3rd year	1.0055	1.0055	1.0055	1.0055
	4th year	1.1172	1.1172	1.1172	1.1172
Appointed On or After 5/15/92	Entrance	0.7820	0.7820	0.7820	0.7820
	2nd year	0.8379	0.8379	0.8379	0.8379
	3rd year	0.9496	0.9496	0.9496	0.9496
	4th year	1.1172	1.1172	1.1172	1.1172
Senior Tabulator Operator (722)	Minimum	1.0437	1.0437	1.0437	1.0437
	Maximum	1.3748	1.3748	1.3748	1.3748
Technical Support Aide IA (874)	Minimum	0.8771	0.8771	0.8771	0.8771
	Maximum	1.0801	1.0801	1.0801	1.0801
Technical Support Aide IB (872)	Minimum	0.9455	0.9455	0.9455	0.9455
	Maximum	1.2250	1.2250	1.2250	1.2250
Technical Support Aide II (873)	Minimum	1.0474	1.0474	1.0474	1.0474
	Maximum	1.4754	1.4754	1.4754	1.4754
Technical Support Aide III (871)	Minimum	1.1516	1.1516	1.1516	1.1516
	Maximum	1.5722	1.5722	1.5722	1.5722
Telephone Operator (868)	Minimum	0.9508	0.9508	0.9508	0.9508

### APPENDIX D

#### NIGHT DIFFERENTIAL HOURLY RATES OF PAY SALARIED EMPLOYEES

Title (Code)		<u>12/15/2001</u> \$	02/01/2003	12/16/2003	12/16/2004
	Maximum	1.2091	1.2091	1.2091	1 2001
	Maximum	1.2091	1.2091	1.2091	1.2091
Word Processor I (056)	Minimum	0.8726	0.8726	0.8726	0.8726
	Maximum	1.0747	1.0747	1.0747	1.0747
Word Processor II (057)	Minimum	0.9407	0.9407	0.9407	0.9407
	Maximum	1.2188	1.2188	1.2188	1.2188
Word Processor III (055)	Minimum	1.0422	1.0422	1.0422	1.0422
	Maximum	1.4681	1.4681	1.4681	1.4681

\* Includes conversion from 35 to 40 hour week

# SELECTED AGREEMENTS SUBSEQUENT TO THE

# **DECEMBER 16, 2002**

## MEMORANDUM OF UNDERSTANDING

1.	Procedure for Pre-Disciplinary Suspension Arbitration	A93
	Sick Leave Control List	
3.	Medical Appeal Procedures - IOD Cases	A96
4.	Discipline Arbitration Scheduling	A99
	OA/TA Surface Consolidation Agreement	
	DWI Procedures - Department of Buses	
	Disciplinary Arbitrator Panels	
	Agreement Regarding Contract Integration	

#### STIPULATION AND AGREEMENT

Stipulation and agreement entered into this the 28th day of February, 2003 by and between the MTA New York City Transit (Transit) and the Transport Workers Union, Local 100 (the Union) related to the processing of pre-disciplinary suspension reviews.

WHEREAS, the MTA New York City Transit and the Union have mutually agreed upon a settlement of the instant appeals without the necessity of any further proceedings hereupon; 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 hereto as follows:

First: Each party shall offer the evidence that the party believes supports its position. Such evidence may include documents, statements and live testimony. The arbitrator shall determine exactly what evidence he/she shall consider. The arbitrator may require offers of proof before deciding the question of admissibility whenever the introduction of evidence is challenged.

Second: The arbitrator, in making his assessment both of the issues raised by the Union and the evidentiary questions, shall be guided by the notion that his role is to conduct an inquiry into whether the pre-disciplinary suspension is appropriate based upon the contractual standards. The arbitrator may exclude evidence on the grounds that it would be cumulative or is unnecessary to make the determination.

Third: Disputes as to whether witnesses requested by the Union should he released may be submitted to the arbitrator by conference call the day before the pre-disciplinary suspension review is scheduled.

City Transit or Relations

Date:

3/5/03

Roger Toussaint President Transport Workers Union, Local 100 Date:

#### STIPULATION AND AGREEMENT

#### **New York City Transit Authority** Office of Labor Relations

Whereas the parties are seeking to resolve several disputes involving sick leave,

Whereas, the parties have reached an agreement concerning outstanding issues involving §2.6(U) - the Sick Leave Control List ("SLCL").

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 hereto as follows:

- First: The parties agree to implement §2.6{U)(1) consistently across the Authorities unless amended by an implementation agreement concerning surface consolidation. The method of placement pursuant to §2.6(U)(1) shall be that an employee who bas been counseled after five (5) unsubstantiated instances of sick leave in any running one year period remains in a counseled status for one year from the date of that counseling. If the employee has no other instance of unsubstantiated sick leave during this one-year period, he/she shall be released from the counseled status. Once released from the counseled status, the Authoritiy will again counsel the employee after he/she has accumulated five (5) unsubstantiated instances of Sick leave in any running one-year period.
- Second: Except as contained in this Stipulation and Agreement and by Attachment "C" (Sick Leave Proposal) to the December 15, 2002 - December 15. 2005 Memorandum of Understanding, it is understood that §2.6(U)(1-8) remain unchanged. .
- Third: The Authorities agree to remove every hourly TWU-represented employee from the SLCL effective May 1, 2003.
- Fourth: If an employee utilizes sick leave after May 1, 2003, the employee's record will be evaluated for purposes of the SLCL based upon existing contractual criteria. This includes a review of the employee's record for a running one-year period including periods prior to May 1, 2003. No employee will be placed back on the SLCL subsequent to May I, 2003, without first being counseled. Once counseled, the counseling will be effective for a twelve-month period as set forth herein.
- Fifth: The Authorities agree to remove from his/her discipline record any discipline imposed on an individual employee which occurred as of May 1, 2000 where the discipline was imposed only for the charge of "Failing to remove his/her self from the SLCL" or "'Remaining on the SLCL." It is understood that this removal shall only apply to employees contained on the list that is attached hereto as "Attachment A." It is further understood that this paragraph does not

apply to employees who have been terminated as a result of the imposition of discipline based on these charges. It is further understood that there is no entitlement to be compensated in any way, including but not limited to any suspension time served, fins paid in lieu of suspension, sick leave or hearing pay in connection with a finalized disciplinary action as set forth in this paragraph.

- Sixth: The Authorities agree to withdraw pending disciplinary charges where the disciplinary charge is "Failing to remove him/herself from the SLCI" or "Remaining on the SLCL". It is understood that this withdrawal shall only apply to employees contained on the list that is attached hereto as "Attachment B". It is further understood that there is no entitlement to any compensation associated with the withdrawal of the charges, including but not limited to hearing pay.
- Seventh: If any employee has been charged with multiple charges in one DAN including "Failing to remove him/herself from the "SLCL" or "Remaining on the SCLC" and are not contained on "Attachment B", the Authorities agree to withdraw these charges. It is understood that such withdrawal will not prejudice the Authorities' position regarding the charges that remain on the DAN.
- iEighth: This Stipulation and Agreement is in full settlement of contract interpretation Case No. CI-2001-0853 (TWU 003038).and of any similar claim involving these issues.
- Ninth: Entering into this Stipulation shall not be construed as an admission by the Transit 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 Transit 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: The Transit Authority, Labor Relations

TWU, Local 100

04/30/03

on Jour

Dated:

For:

Whereas, the parties have met and entered into discussions pursuant to the terms of the 2002 Memorandum of Understanding involving the processing of medical appeals in Injury on Duty cases;

Whereas, the parties have agreed upon a process to replace current medical appeal procedures;

The parties agree as follows:

# Medical Appeal Procedures - Injury On Duty

For all cases involving injury-on-duty claims, Sections 2.1D and 6.2D of the collective bargaining agreement will be replaced with the following:

An employee who disagrees with a work status of Restricted Work (RW) or No Work (NW) determined by an Independent Medical Examination may appeal such determination by filing an appeal on a form provided by the Authority. The completed form, with doctor's statement, must be transmitted to Transit's Workers' Compensation Division (hereinafter WCD). An appeal must be received by WCD while the disputed work status is still in effect in order for it to be processed for an Impartial Physician determination. The employee shall be permitted ten (10) days from the receipt of the disputed work status to file an appeal.

Timely appeals will be decided by an Impartial Physician as described herein. The panel of physicians currently in use will continue. The Union will be provided with a list of physicians on the current panel. The Union will be given the opportunity for input into the selection and retention of future Impartial Physicians.

Within five (5) business days of receipt of the appeal by the WCD, the employee will be instructed to report to the WCD to select an Impartial Physician from a list maintained by the WCD. Within five (5) business days of the selection of the Impartial, the Union will be provided a copy of the employee's WCD medical record and any other information or summary that the WCD intends to submit to the Impartial Physician. The union shall have the opportunity to submit its own information or summary for inclusion in the package. Such union-provided information or summary, if any, shall be transmitted to the WCD within two (2) weeks of its receipt of the WCD medical record for inclusion in the final package of materials to be sent to the Impartial. The entire package will include a joint cover letter directed to the Impartial Physician and will be transmitted by the WCD to the Impartial.

The matter will be scheduled for review by an Impartial Physician within approximately five (5) weeks or less of the date on which the employee selected an Impartial Physician. Where the WCD determines that the medical documentation attached to the appeal may resolve the medical issue without the necessity of an Impartial Physician determination, the employee win be given the opportunity at his/her option, to be scheduled for an

expedited Independent Medical Examination (IME) prior to scheduling of an Impartial Physician examination. The appeal form provided by the Authority will include such option.

Neither party shall be permitted to engage in exparte communication with the Impartial Physician except for the purpose of scheduling.

The decision of the Impartial Physician will be final and binding and not subject to arbitral review. The decision must be consistent with NYC Transit's medical standards/job profiles; give a diagnosis and work status in the employee' s title; not add to, delete from or modify any of the provisions of the Agreement written roles of NYC Transit's Policy/Instructions, relevant statutes or NYC Transit's medical standards.

All fees of the Impartial Physicians will continue to be evenly divided between NYC Transit and the Union.

When an employee has a medical appeal, the resolution of which could be affected by a pending appeal of a medical standard (pursuant to the non-IOD medical appeal process),the time frames set forth herein can be suspended.

Office or Relations

Dated:

Roger Toussaint, President

Transport Workers Union, Local 100

<u>4/30/03</u>

Dated:

# MTA New York City Transit Office of Labor Relations

# Discipline Arbitration Scheduling Stipulation and Agreement

Stipulation and Agreement entered into this 30<sup>th</sup> day of April 2003 by MTA New York City Transit (hereinafter Transit) and the Transport Workers Union, Local 100 (hereinafter "the Union"); and,

Whereas, certain issues have arisen related to the scheduling and processing of cases at Arbitration both in the Transit Authority and the Operating Authority; and,

Whereas, the parties agree that cases at arbitration should be processed in an. expeditious and efficient matter, that the calendars shall be realistic and meet the needs of both parties and the parties should fully utilize the services of the arbitrators; and,

Whereas, this is made without prejudice to either parties position related to the recently negotiated Surface Consolidation concerning the OA/TA disciplinary procedures; and,

Whereas, the following agreement does not lessen or abrogate Transit's right to establish schedules except as set forth herein and otherwise agreed upon in the collective bargaining agreement; and,

Whereas, this agreement is made in the furtherance of sound labor relations. The parties agree to the following pilot program.

First: Transit will continue to schedule cases for arbitration in both MABSTOA . and the TA in good faith.

Second: Transit will create preliminary schedules for cases and forward them to the Union Grievance office for review 21 calendar days prior to the date of the hearing. The Union has up to seven calendar days to comment on the schedule. The Union will designate the person(s) who will handle these discussions. The Union representative and a Transit attorney or designee will meet or confer during seven day period to discuss the calendars. At the time of this review, the parties will discuss reasonable information requests pertinent to the presentation of a particular case, offers of proof concerning potential witnesses to settle the cases. Disputes related to information requests or witnesses will be discussed with the relevant arbitrator prior to the date of the hearing. Both parties must be present in person or by telephone for any such discussion with an arbitrator. In addition, the parties may discuss limited removal of cases from the calendar and the addition of suspension cases. Cases which are removed by either party may be replaced with other cases which the parties reasonably believe will proceed to arbitration, unless the removed case reflects an agreed upon need to address the length of time one

arbitration on a particular matter will take. It is understood that the removal of a case during this seven-day period will not be used to reduce the number of cases below a reasonable number. Agreed upon changes made during this period will not count towards either party's contractually provided for adjournment or "off-calendar". To the extent that NYC Transit cannot give twenty one (21) days notice for cases involving employees who are pre-disciplinary suspended, management will give notice as soon as possible.

Third: The parties will work together to achieve the goal that disciplinary calendars shall be realistic and shall reflect efforts to meet the needs of both parties in order to process pending and future disciplinary cases on a timely basis. The length of calendars not involving pre-disciplinary suspension will be assessed based upon the type of cases. For example, attendance cases should require far less time to complete than an operation violation.

2

- Fourth: The parties agree that the following procedural rules shall apply at arbitration:
  - a) An parties are expected to arrive on time and be ready to proceed at the time the case is scheduled for arbitration.
  - b) Although witnesses and the grievants are expected to arrive on time, they shall be granted a grace period of up to one hour to appear.
  - c) Case preparation should take place prior to the time of the hearing. The impartial arbitrator, upon application of one of the parties, may make allowance for a reasonable delay in the processing for preparation.
  - d) There shall be regular calendar calls at which time the parties shall advise the arbitrator the case will proceed or one of the parties shall take its adjournment. This process is meant to allow the grievant. and/or the witness to be released with minimal waiting time if the case will not proceed.
  - e) The impartial arbitrators are expected to play a role in helping the union and management to timely process the cases on the calendar in accord with this agreement.
- Fifth: Cases wherein the penalty is a warning or reprimand and where there are no other outstanding cases of greater than a warning or reprimand will be processed pursuant to the Expedited Arbitration Procedure outlined in Section 2.1B of the Collective Bargaining Agreement. These cases will be scheduled as part of the regular arbitration calendar. This procedure is applicable to all TA and MaBSTOA employees. This provision does not apply to preventable accident cases in the Department of Buses.

Sixth: The pilot program will commence on or about May 1, 2003 simultaneously with the introduction of the Accident Review System in

the Department of Buses. The pilot program will continue for eight months. Parties will designate a committee to meet once a month during the pilot to monitor its progress. Prior to the expiration of the program, the parties will meet to evaluate the program and explore the feasibility of its continuation. Either party has the right to end the pilot at any time with 3-days written notice.

Seventh: The parties agree that this pilot program is without precedent or prejudice to either party's position should the pilot end or be discontinued as set forth herein. Further, this stipulation may not be presented before the Contract

Gievance Arbitrator or in any forum unless mutually agreed upon in writing except to enforce the term of this agreement during the period of the pilot..

For: Transport Worker's Union, Local 100 Roger Toussaint Date: 04/30/03

# MTA New York City Transit Department of Buses Implementation Agreement –OA/TA Surface Consolidation

#### 1. Maintenance Division Shape-Up

The parties intend that the Shape-Up process in Maintenance described herein will be handled in a fair and equitable manner and without a negative impact on each shift. The Shape-Up will apply to all maintenance titles and is for the first task of each shift. The Shape-Up will be at the commencement of the tour and will take no more than fifteen (15) minutes from the time the assignments are made available to the employees. Employees who are working on a continuing assignment\_from one day to the next do not take part in the daily shape. In the event the Shape-Up cannot be done in the specified time (15 minutes after the Shape commences), the Line Supervisor will assign employees. After the initial shape up employees will be assigned during the tour by management supervision.

Where preference has been established and multiple employees are assigned within that preference, the employees will participate in the shape-up within that preference.

#### 2. Assignment of Overtime (Transportation Division)

The Union is responsible for administering the distribution of voluntary overtime in MaBSTOA (OA). The parties agree that the system for the distribution of overtime will be fair and equitable to all employees. The Union will demonstrate that system to Management. Management will have the right to monitor the implementation of the system including the right to review the overtime assignment book on a daily basis.

# 3. Daily Absence Quota and Change of RDO (Transportation Division)

Employees will submit requests in writing to the Union on the attached form. These forms will be provided to management on the date the employee submits the request. In addition, the Union's logbook which sets forth the status of all requests will be made available to management on a daily basis.

The Transit Authority (TA) Rule of  $1 \frac{1}{2\%}$  as outlined in section 5.1.W will apply as the daily quota for use of single day vacations, AVA days and personal days in each depot.

Changes of RDO (CRDO) must be by mutual swap except that each depot will allow two (2) CRDOs without a mutual swap every day.

Implementation Agreement OA/TA Surface Consolidation - DOB

# 4. Division of Facilities (Plant and Equipment)

The work and pay practices of MaBSTOA Division of Facilities' (Plant and Equipment) employees currently in effect shall remain. The parties shall jointly develop and support the creation of a Facility Maintainer title in the Department of Buses as a promotional title and will present their proposal jointly to DCAS as soon as practicable.

# 5. Picking of Extras (Transportation)

There will be no change in the OA and TA practices as a result of the consolidation.

# 6. <u>Probationary Period (eliminate section 6.1.F)</u>

MaBSTOA employees will be subject to a twelve (12) month probationary period. Probationary roles and regulations governing Transit Authority employees will apply to MaBSTOA employees. Probationary hearings currently performed in MaBSTOA will be eliminated. MaBSTOA Probationary employees terminated within two (2) months of appointment, four (4) months for promotions will be entitled to the "special" probationary hearings to which Transit Authority Probationary employees are currently entitled. The probationary period may extended up to six months. In MaBSTOA, such extension will be in three (3) month increments. These provisions will be applicable to all MaBSTOA employees hired on or after September 1, 2003.

An employee who is made permanent from a temporary provisional assignment where he/she has been performing satisfactorily will have the time spent in such assignment credited to the one-year probationary period established by the rules and regulations of the City of New York Department of Personnel for all contractual purposes. This agreement will apply to appointments to permanent civil service positions in the Department of Buses only.

A provisional employee in the Department\_of Buses with more than one year of continuous satisfactory service in a title covered by the Collective Bargaining Agreement may appeal disciplinary actions pursuant to the procedures specified in the disciplinary grievance procedure. The one-year period will be defined in the same manner as the probationary period in the Transit Authority. With written notice, this period can be extended for up to six months. During the extension, the provisional employee will not have access to the disciplinary grievance procedure.

Implementation Agreement OA/TA Surface Consolidation -- DOB

# 7. Vacation Accrual for 1/52<sup>nd</sup> Vacation Pay

For those OA employees who are entitled to *1/52nd* vacation, the current OA rules concerning vacation accrual under section 6.2.B of the collective bargaining agreement will remain in effect.

# 8. Vacation and General Pick Timing (Transportation Division)

There will be no change in the OA and TA pick timing as a result of consolidation.

# 9. Bus Maintainer Title (BM/CM)

There will be no change in the MaBSTOA practices regarding BM/CM titles as a result of the consolidation.

# 10. Cleaner Helper Title

The Cleaner-Helper title shall be continued in MaBSTOA unless and until DCAS rejects the joint request of the Union and Management for the establishment of a Cleaner-Helper civil service title. In the event that DCAS does reject that application, incumbents in the OA Cleaner-Helper title and the OA practices pertaining to picks, job assignments and pay for OA Cleaner-Helper shall continue for as long as the incumbents who were in their title as of 15 December 2003 remain in that title. In the event that DCAS grants the request of the Union and Management for the establishment of the Cleaner/Helper title, no TA incumbent Cleaner or Helper in the Department of Buses will be adversely affected or displaced as a result of the establishment of the title.

# 11. Disciplinary System

It is the intent of the parties to develop a set of disciplinary grievance steps that will resolve cases, wherever possible, at the local level (Step I/Departmental Discipline). To further that goal the parties agree to the following;

1. In the Department of Buses - MaBSTOA, the OLR Step {current Step III) of the process will be eliminated. The disciplinary process would be a three step process with the Step I hearing at the local1evel. The Step II hearing would be at the depot level with the Assistant General Manager of Depot Operations or his/her designee. Cases appealed from Step II would then proceed to arbitration.

Implementation Agreement OA/TA Surface Consolidation - DOB

- 2. The arbitrator for Department of Buses (both OA and TA) disciplinary cases, other than preventable accident cases, will be selected from a rotating panel of three arbitrators to be selected mutually by the parties.
- 3. Arbitration cases will be scheduled randomly subject to the availability of the arbitrators on the panel and relevant contractual constraints (OA/TA).
- 4. Absent special circumstances, employees in MaBSTOA will be present at all step hearings.
- 5. The parties agree to meet in approximately six (6) months to discuss any issues related to the implementation of these provisions related to MaBSTOA discipline.
- 6. In the OA and the TA Department of Buses, NYC Transit agrees that is will limit it rights to increase the penalty in a disciplinary case to the following circumstances:
  - a) In order to comply with the negotiated penalty improvement system; or,
  - b) Where the charge represents serious misconduct detrimental to the operation of the Authority.
- 7. The relevant provisions of section 2.1 apply except as modified above.

The above procedure does not apply to cases involving preventable accidents which are governed by the 2002 Memorandum of Understanding.

#### 12. Other Issues

For all other issues in the Department of Buses (Transportation, Maintenance, Plant and Equipment), the 2002 MOU shall apply.

#### 13. Support Departments

The parties' principals will meet within the first ten (10) days of September to agree on the principles that may be applied in connection with Surface Consolidation in the support departments which include Supply Logistics, Security, Metrocard Operations, and Technology and Information Services. Meetings will be scheduled with the Implementation Agreement. OA/TA Surface Consolidation - DOB

Operating Department Division Heads promptly following these discussions for the implementation of the principles agreed upon. Effective September 1, 2003, the OA employees in these departments (currently numbering less than 400 employees) will receive the additional sick leave provided for TA employees.

Should the parties fail to agree on implementation of Surface Consolidation in the Support Departments on or before October 1, 2003, Management will be entitled to take back the grant of additional sick leave, as soon as practicable, until resolution on implementation is achieved.

# 14. Sick Leave Allocation

Effective September 1, 2003, the additional sick days provided pursuant to the TA system will be added to the sick leave balances of all full-time MaBSTOA employees except OA clericals, subject to the pertinent conditions of the TA system.

# 15. <u>SwingRooms (TA)</u>

The parties agree to work together to identify and establish up to four (4) Transportation Swing/Relief rooms in Brooklyn as soon as practicable. Every effort will be made to make progress on this in the fall of 2003.

# 16. <u>ReleaseTime - TA Maintenance</u>

In TA Maintenance, one (1) union representative in each of the six (6) depots will be granted four (4) hours of TA paid release-time each day (Monday through Friday).

Attachment

MTA NewYork City Transit

Lawrence G. Reuter President 08/25/03 Transport Workers Union, Local 100

Roger Toussaint President

# STIPULATION AND AGREEMENT DEPARTMENT OF BUSES

The following procedures will cover Department of Buses Employees represented by TWU Local 100 who arc required to maintain a commercial driver's license (CDL) and/or a 19A certification and who are convicted of Driving While Intoxicated (DWI) or Driving While Ability Impaired (DWAI) while off duty.

# I. Convicted of DWI/DWAI – First Offense

a) If the employee does not have a drug/alcohol positive on the employee's record, the employee will be treated as a first-time random positive for alcohol and referred to the Union Assistance Program (UAP). The remaining applicable provisions of Appendix E-2 for first-time random positives will apply.

b) Upon UAP's recommendation for return to duty, the employee win be placed on an unpaid administrative leave of absence for up to one year from the revocation date of his/her 19A certification and/or CDL. If the operator does not have his/her certification restored in that time, the operator shall be dismissed from service.

c) Management may, at its discretion and based upon the employee's overall record, offer the employee work in a budgeted available non-safety sensitive position while the operator awaits restoration of his/her 19A certification and/or CDL. An operator who has his CDL restored, but not his/her 19A certification, may be offered an available shifting trick. The operator will be paid the applicable salary for the work being performed. In no instance will this re-assignment extend beyond one year from the date of revocation. The decision to provide or not provide non-safety sensitive work or shifting is not subject to review through the contractual grievance procedures.

#### II. Convicted of DWI/DWAI - Second Offense

An employee convicted of DWI/DWAI a second time will be treated as second positive for alcohol under Appendix E-2 of the Collective Bargaining Agreement and will be dismissed with the right to restoration to a budgeted, non-safety sensitive position upon recommendation of the Authority's Employee Assistance Program (EAP). Applicable sections of Appendix B-2 will apply.

# Page TWO DWI/DWAI Convictions

# III. Conviction for DWI/DWAI where the employee has previous positive on the record.

The operator will be treated as a second positive for alcohol pursuant to Appendix E-2 of the Collective Bargaining Agreement and will be dismissed with the right of restoration to a budgeted nonn-safely sensitive job upon recommendation of EAP. Applicable sections of Appendix B-2 will apply.

# IV. Second Positives within a year of restoration.

Any DWI/DWAI conviction that results in a second positive within a year of restoration from a first positive will cause the employee to be dismissed from Service pursuant to Appendix E-1/E-2 of the collective bargaining agreement

#### V. Out of State DWI/DWAI convictions.

An out of state conviction for DWI/DWAI or another state's equivalent to NYS's DWI/DWAI, will be treated as if it had occurred in the State of New York.

# VI. Program Terms

The above program will remain in effect for a minimum of one year from the date of execution of this agreement. At the end of one year the parties will meet to review the program and continue its terms. At that time, either side may elect to continue the program.

Port -

MTA New York City Transit Department of Buses

Stephen Vidal Chief Officer Division of Safety and Training Transport Workers Union, Local 100

Connie Friel

Vice President, MaBSTOA 11-24-03

Michael A. Lendino Senior Director, Labor Relations 26 Nov 03

11/24/2003

Amin Khan . Vice President, TA Surface



# ReceiveD

JUL – 1 2004

Mr. Roger Toussaint President Transport Workers Union, Local 100 80 West End Avenue New York, New York 10023

Re: Arbitration Panel

25 June 2004

Dear Mr. Toussaint:

This letter confirms the agreement between the Authority and TWU Local 100 concerning the merger of the Department of Buses Disciplinary Arbitration Panel with the "regular" Disciplinary Arbitration Panel. Effective 1 July 2004 all the arbitrators on the two panels will be combined to one list that will handle all disciplinary cases for employees covered by TWU Local 100 except for Traffic Checking Operations. Cases involving Traffic Checkers will, at this time, continue to be heard by William Dougherty. This agreement does not affect the Preventable Accident panel which still remains separate.

The parties have also agreed that Arbitrator Dougherty will only be scheduled for one (1) Calendar per month (Traffic Checking) unless otherwise agreed by the parties to complete previously started cases until such time as he renders all outstanding decisions. At that point, the parties will meet to determine Arbitrator Dougherty's status.

Please sign your concurrence below and return to me

Very truly yours,

Michael A. Lendino

Senior Director, Labor Relations

oncur for TWU Local 100: 7/1/04 Roger T Jussaint Date

President Transport Workers Union, Local 100

cc: R. Agritelley M. Seay Wm. Pelletier B. Roberts A. Schwartz LOCAL 100 PRESIDENT

August 13, 2004

Roger Toussaint, President Transport Workers Union, Local 100 80 West End Avenue New York, NY 10023

# Re: December 15, 1999 - December 15, 2002 Integrated Agreement

Dear Mr. Toussaint

Enclosed pleased find a finalized version of the December 15, 1999 to December 15, 2002 Integrated Agreement between New York City Transit and the Transport Workers Union, Local 100. The Agreement incorporates the September 18, 1996 Memorandum of Understanding, the December 15, 1999 Memorandum of Understanding and various side Agreements between the parties through December 15, 2002.

If this Agreement accurately reflects your understanding, please affix your signature below.

Sing ee P ide ations

I CONCUR:

Roger Toussaint, President Transport Workers Union, Local 100

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# AGREEMENT

# BETWEEN

# NEW YORK CITY TRANSIT AUTHORITY,

# MANHATTAN AND BRONX SURFACE

# TRANSIT OPERATING AUTHORITY

and

# TRANSPORT WORKERS UNION OF AMERICA, LOCAL 100, AFL-CIO Effective

December 15, 1999 to December 15, 2002

Incorporating the September 18, 1996 Memorandum of Understanding,

the December 15, 1999 Memorandum of Understanding

and various side Agreements between the parties through December 15, 2002

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# PROGRESSIVE DISCIPLINE

AGREEMENT made as of the 15<sup>th</sup> day of December 1999, as amended by various side agreements through December 15, 2002, by and between the NEW YORK CITY TRANSIT AUTHORITY (hereinafter referred to as the "TRANSIT AUTHORITY") and the MANHATTAN AND BRONX SURFACE TRANSIT OPERATING AUTHORITY (hereinafter referred to as the "OPERATING AUTHORITY") (both of which hereinafter jointly referred to as the "AUTHORITIES") and the TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO, and TRANSPORT WORKERS UNION OF AMERICA, Local 100, AFL-CIO (hereinafter jointly referred to as the "UNION").

#### ARTICLE I. GENERAL

#### SECTION 1.1 – DECLARATION OF PURPOSE

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

A. To assure to the people of the City of New York efficient, economical, safe and dependable transportation service.

B. To provide hourly paid employees of the Authorities and covered clerical employees of the Operating Authority with wages, hours, working conditions and grievance procedures.

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

#### SECTION 1.2 - RECOGNITION

The Authorities recognize the Union as the exclusive bargaining representative and the exclusive representative for the presenting and processing of employee grievances of all of the:

A. Hourly paid operating and maintenance employees of the Transit Authority in the titles listed in Appendix A, attached hereto and made a part hereof, excluding those employed in the Queens Bus Division and those employed in the Staten Island Bus Division.

B. Hourly paid employees of the Operating Authority in titles listed in Appendix A, attached hereto and made a part hereof.

C. Clerical employees of the Operating Authority in the titles listed in Appendix B, attached hereto and made a part hereof.

D. Traffic Checkers of the Operating Authority as provided for in Article VII.

#### SECTION 1.3 – ENTIRE AGREEMENT

This Agreement constitutes the sole and entire existing Agreement between the parties, superseding all prior Agreements, oral and written, and incorporating the 1982 arbitration panel award, 1980 and 1978 Agreements and the letters appended thereto, relevant Sections of Part III of the Rules and Regulations and the appropriate schedules of working conditions, as well as the 1985 Memorandum of Understanding, the April 29, 1988 Memorandum of Understanding, the May 29, 1992 Memorandum of Understanding, the July 27, 1994 Memorandum of Understanding, the September 18, 1996 Memorandum of Understanding, and the December 15, 1999 Memorandum of Understanding supplemented by the miscellaneous agreements contained in Appendices G and H.

This provision 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.

In the event that either party asserts the existence of a past practice, such practice shall be resolved pursuant to the following: if either party notifies the other in writing or by telegram that the disputed practice requires prompt resolution, then the senior labor-management committee shall have five days to review or resolve the matter only after which either party may submit the disputed practice to the Impartial Arbitrator for an expedited decision.

Neither party waives any of their rights or positions that currently exist under this Agreement.

#### SECTION 1.4 – DRAFTING OF AGREEMENT

This collective bargaining agreement between the parties has been written as a single document consolidating the 1994 Agreement, the 1988 Agreement, the 1988 Memorandum of Understanding, 1985 Agreement, the 1985 Memorandum of Understanding, the 1982 arbitration panel award, 1980 and 1978 agreements and the letters appended thereto, relevant sections of Part III of the Rules and Regulations and the appropriate schedules of working conditions, the May 29, 1992 Memorandum of Understanding, the July 27, 1994 Memorandum of Understanding, the September 18, 1996 Memorandum of Understanding and the miscellaneous agreements attached as Appendices G and H hereto, the December 15, 1999 Memorandum of Understanding and the miscellaneous agreements appended thereto.

In drafting the definitive agreement, the parties, by mutual agreement may have rephrased, rewritten, edited, deleted or otherwise changed the wording of various provisions in order to express more accurately the intention of the parties, to achieve greater clarity, or make such other changes that the parties may have agreed upon, provided that the original meaning and intent has been maintained. In the event of any subsequent dispute over the interpretation or application of any such edited or rewritten provision, the intent of the original language shall be controlling.

#### SECTION 1.5 - NO STRIKE CLAUSE

During the term of this Agreement there shall be no strike, sit-down, slow-down, stoppage of work, or willful abstinence, in whole or in part, from the full, faithful and proper performance of the duties of employees authorized or sanctioned by the Union.

# SECTION 1.6 - MANAGEMENT RIGHTS AND EMPLOYEE RIGHTS

#### A. MANAGEMENT RIGHTS

Without limitation upon the exercise of any of their statutory powers or responsibilities, the Authorities 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 their managerial responsibilities to operate the transit facilities safely, efficiently, and economically.

#### B. EMPLOYEE RIGHTS

1) The Authority is committed to assuring that the dignity of each employee is respected at all times. Management shall treat employees fairly and reasonably, and shall assure that employees are not disciplined without proper cause, and that they are notified as expeditiously as reasonable with respect to any alleged violations charged by management.

2) The above policy shall be enforceable by the Union only in the following manner:

a. Any Union Vice-President who has reason to believe that any employee has been treated in a manner inconsistent with this policy may submit to his/her counterpart in management the Union's proof of this allegation. The allegation shall be investigated. Within two (2) weeks, management shall submit to the Union a report stating its finding on the allegation and any proposed action.

b. If the Union is unsatisfied with the report on the proposed findings, it may submit the matter to the Authority's Vice President-Labor Relations. She shall within thirty (30) days advise the local president of his decision.

# SECTION 1.7 – RECIPROCAL OBLIGATIONS

The Union fully accepts the Authorities' basic right to manage the transit properties and exercise the management prerogatives stated in Section 1.6(A) and in the laws governing the Authorities and agrees to cooperate with the Authorities in a joint effort to place and keep the transit system on a safe, efficient, economical operating basis. The Authorities recognize that in the exercise of their rights and prerogatives to manage the transit properties, as set forth in Section 1.6(A) above and in this Section, they will preserve the

rights of the employees and/or their representatives through the legal and orderly processes provided for in Sections 2.1, 2.2, 6.1(B), 6.1(C), 6.2(Z), 6.4(Q), 7.0(B) and 7.0(C) hereof.

# SECTION 1.8 - HUMAN RELATIONS COMMITTEE

The Authorities and the Union agree to establish a Human Relations Committee, consisting of three (3) distinguished members of the public, knowledgeable in the field of labor relations and New York City transit operations. The members of the Committee and its chairman shall be jointly agreed upon by the parties. The function of the Committee will be to meet periodically with the parties to review progress that has been made in connection with agreements with respect to working conditions, disciplinary procedures, workers' security, productivity and such other overall problems, as the parties from time to time, by agreement may refer to such Committee. It is expected that the Committee, after consideration of such problems as are presented to it, may make such recommendations or suggestions for consideration of the parties with respect to such subjects as will serve to produce harmonious relations in order that there be a minimum of issues concerning the parties during the next negotiations so that reliance on contract deadline pressures can be minimized.

The foregoing activities and procedures are not in any way intended to replace free and responsible negotiations between the parties. Therefore, neither the Union nor the Authorities agree to be bound by the recommendations or suggestions of the Committee. Their objective is to secure third-party assistance of an informed nature and of their own selection.

# SECTION 1.9 - SAFETY COMMITTEE

A. The Authorities agree to continue to provide adequate, clean, safe and sanitary working conditions, in conformance with the minimum standards of applicable law.

B. The Authority will give consideration to the feasibility of conducting a training session for the Union's Safety Representatives and the appropriate supervisors and managers.

At this training session, the Safety Representatives will be instructed to follow the contractual safety procedure; and to refer perceived safety violations to the attention of the Union's Safety Office and the appropriate managers at the location of the perceived violation.

C. The joint TA/TWU and OA/TWU Safety Committees shall be continued. The Committees shall have as their objective the continuation and improvement of practices designed to ensure safe working practices and conditions in the operation and maintenance of the facilities of the Authorities. The committee shall operate according to the following procedures:

l) Local Safety Committee

At the local level, the designated Union representative employed by the department at that location shall meet monthly with the responsibility center head to discuss safety issues of mutual concern with no loss of pay to the Union representative. Either member of the Local Safety Committee may place items on the agenda for the monthly meeting. Written minutes of these meetings shall be kept and copies sent to System Safety, the department head and the TWU Director of Safety.

# 2) Departmental Safety Committee

Issues unresolved by the Local Safety Committee may be referred in writing, as required, to a Departmental Safety Committee composed of the department head and the corresponding TWU Vice President. The committee shall meet within forty-eight (48) hours (two work days) of receipt of a written request to discuss such unresolved issues.

# 3) Senior Labor-Management Safety Committee

Issues unresolved by the Departmental Safety Committee may be referred in writing, as required, to the Senior Labor-Management Safety Committee. The Committee shall be composed of the Authorities' Assistant Vice President, System Safety, and the TWU Director of Safety. The committee shall convene within forty-eight (48) hours (two work days) of receipt of the request for a meeting.

# 4) Presidential Review

Where the Senior Labor-Management Committee has been unable to resolve the safety concern submitted to it, the issue may be given directly to the Presidents of the Authorities and the Union for discussion and possible resolution.

5) Emergency Safety Issues

In emergencies, relevant Authority Senior Management will meet their counterparts from the Union (TWU Vice Presidents) to investigate emergency situations, day or night, and attempt to correct problems where possible. If not possible, the issue will be advanced to the Senior Labor-Management Safety Committee for review. The parties agree that where a resolution is not achieved after the Senior Labor-Management Safety Committee meeting, an expedited arbitration will be requested.

6) TWU Safety Committee

Five (5) representatives of the Union's choice may be released with pay for the purpose of prioritizing the Union's safety concerns which do not lend themselves to immediate resolution. These suggested priorities shall be forwarded to the Senior Labor-Management Safety Committee which shall review the suggested priorities and develop an action plan, if and as appropriate, for dealing with these concerns.

The five (5) full time safety union representatives will be provided the two (2) day Dupont Safety Training currently provided to managers and supervisors.

7) This procedure has been agreed to in order to facilitate the resolution of safety concerns and shall not be construed to waive the existing contractual or legal rights or either party.

# SECTION 1.10 - WAGES

# A. Wage Rates

The wage rates for hourly paid and clerical employees serving in positions set forth in Appendices A and B, attached hereto, shall be as set forth in those appendices. Those appendices include the following:

1. Effective December 15, 1999, the rates of pay that were in effect on December 14, 1999 shall be increased by five (5) percent.

2. Effective December 15, 2000, the rates of pay that were in effect on December 14, 2000 shall be increased by three (3) percent.

3. Effective December 15, 2001, the rates of pay that were in effect on December 14 2001 shall be increased by four (4) percent.

B. Night Differential

1. Night differential shall be paid at the applicable rate specified in Appendices C and D for hours worked beginning at 6 p.m. on one day and ending at 5:59 a.m. the next succeeding day, except that on weekends, the differential shall be per work hour for all hours worked between 6 p.m. on Friday night and 5:59 a.m. on Monday morning.

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

C. Transfers/Wage Progression

1. Effective June 1, 1997 the hourly rate for employees promoted from the Cleaner title to another title will be increased to the next highest hourly rate in the promoted title based on the employee's hourly rate in his/her former title of Cleaner. No Cleaner making a  $3^{rd}$  year Cleaner rate shall be paid a rate less than a  $2^{nd}$  year rate in the promotional title.

2. Thereafter, employees (other than those who were Cleaners making a 4<sup>th</sup> year Cleaner rate) will move up on the wage progression scale based upon their anniversary date of original hire. This does not apply to subsequent promotions.

3. Paragraphs 1 and 2 only apply to Cleaners promoted into other titles that are in the standard wage progression scale (currently 70%, 75%, 85%, 100% in three years.)

4. It is understood that only those employees who were promoted prior to June 1, 1997 shall be paid in accordance with the amounts set forth in paragraphs 1, 2, and 3. Furthermore, these provisions will apply only to those employees who are promoted from the Cleaner title and who are making less than the  $4^{th}$  year Cleaner rate.

5. It is further understood that all other employees will receive a wage progression as follows: when an employee is promoted, he/she will receive the next highest hourly rate in the promoted title and will thereafter receive pay increases on his/he anniversary date in the promoted title or until such time a subsequent promotion occurs.

D. Pension Enhancement Support And ITHP

1. The Authority will continue to provide for the employees covered by this Agreement who are members of the New York City Employees' Retirement System and who are eligible and do not elect to contribute to the retirement system for the right to retire after 20 years of allowable service as a transit employee with retirement allowance payable at or after age 50, pensions-for-increased-take-home-pay benefits to the extent of a reduced rate of contribution factor of 2-1/2% during the term of this Agreement, provided, however, that there shall be in existence enabling legislation which will permit the Authority, with the approval of the Mayor, to provide such benefit.

2. The MTA will support legislation which will reduce all member contributions such that those members paying contributions of 5.3% will pay 2%, and those members paying contributions of 3% will pay 2%. This provision shall not become effective unless and until the necessary legislation is enacted by the appropriate legislative body which will permit the Authority to provide such benefit. The parties shall seek said legislative enactment jointly as agreed in the December 15, 1999 Memorandum of Understanding.

E. Prequalification Training

Employees who are hired or who are working in entry level jobs, on or after October 31, 1996, will be paid according to the hiring scale wage progression as outlined in Appendix A of this Agreement after their first full week of employment. Employees in their first week of employment will continue to be paid \$4.25 or the current National minimum wage. However, nothing in this agreement shall limit management's right to establish different periods for training.

F. Late Payment Penalties

The Authority commits itself to take measures necessary to see to it that employees are paid all monies earned by them in a timely fashion.

The parties agree that such measures as stated below shall be taken to redress situations where:

- 1. an employee has been improperly underpaid his regular pay through no fault of his own, or
- 2. an employee has monies due him as a result of an arbitration or grievance hearing decision.

Thirty (30) days from when the liability accrued, a flat penalty for each full thirty (30) calendar days shall be added to the amount due according to the following schedule:

Amount Owed	Penalty
\$100 - 199	\$2
\$200 - 299	\$3
\$300 - 399	\$4
\$400 - 499	\$5
\$500 - above	\$10

#### G. Gainsharing Program

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

2. In each Department a Joint Union-Management Committee composed of two (2) management representatives and two (2) union representatives will meet to consider work productivity issues which will enhance the cost effectiveness and/or efficiency of the Authorities. The Committee will review current work practices and consider alternatives which will reduce the cost of operating the system without diminishing service. However, the Authorities waive none of their right to exercise all management prerogatives as set forth in the Management Rights clause of the Agreement, including but not limited to the level and type of service enhancement: nor does the Union waive any contractual right or working condition secured to it by the collective bargaining agreement.

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

4. Effective May 1, 1993, or on a subsequent date as described below savings thus quantified shall be distributed to employees involved in each program as follows: a sum up to but not to exceed 1% of the annual wages of the employees shall be distributed to employees as wage increases,

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

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

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

# SECTION 1.11- AUTHORITIES – HEALTH BENEFIT TRUST

A. During the term of this Agreement, the Authorities jointly with the Union will continue the multi-employer welfare benefit trust, established on April 1, 1976, as a successor trust to the Transport Workers Union - New York City Transit Authority Health Benefit Trust and the Transport Workers Union - Manhattan and Bronx Surface Transit Operating Authority Health, Welfare and Death Benefit Trust. The purpose of said multi-employer welfare benefit trust is to provide medical, surgical, or other health and death benefits for all hourly-rated employees of the Transit Authority in titles listed in Appendix A represented by the Union, and pensioners who retired from hourly titles represented by the Union at the time of their retirement and for all hourly rated and Union clerical employees of the Manhattan and Bronx Surface Transit Operating Authority in titles listed in Appendix B represented by the Union and pensioners who retired from hourly the Union at the time of their retirement.

B1. The Parties agree that the Welfare Benefit Trust shall maintain the current benefits through December 31, 2000. Up to that date, there shall be no requirement that the Welfare Benefit Trust maintain reserves or a fund balance. Funds sufficient to pay claims incurred but not yet reported, as the term is understood by the principals, shall continue to be set aside. However, reserves above that amount may be accessed by NYC Transit for any purpose.

B2. After December 31, 2000, the Authorities will recommence making monthly defined contributions to the Welfare Benefit Trust Fund. The actual per capita amount for each category of beneficiary shall be determined by the parties after no more than thirty (30) day period of discussion. If there is no agreement, the per capita amount shall be determined by the Impartial Arbitrator.

B3. Pursuant to the 1996 and 1999 Memoranda of Understanding, the Authorities will maintain the current level of benefits through December 31, 2000 on which date the Trust shall convert back to a defined contribution plan using a formula predicated upon the 1999 expenditures of the Trust as increased by fifty (50) percent of the total expenditure growth of the Trust in the year 2000. In addition to the foregoing contribution, the Authorities shall make a one time contribution to the Welfare Benefit Trust equaling one month's contribution for reserve purposes except as noted in the side letter agreement dated May 11, 1999 contained in appendix G of this Agreement.

1) Effective January 1, 2001 and January 2, 2002 respectively, the Authorities will increase each contribution rate by six (6) percent.

2) The Authorities shall further make additional annual contributions of \$3.75 million dollars payable in equal installments on the same basis as the Authorities' normal contribution for the express purpose of enhancing benefits.

3) The Authorities shall not be required to pay any monies to the Trust other than the payments provided for under this Section except for eligible Traffic Checkers as provided for in Section 7.0J.

C. The Authorities shall be released and relieved of any and all obligations or other claims for payment to any health, medical, surgical, death, or other benefit plan for any of its Union represented hourly-rated employees in the titles listed in the aforementioned Appendix A, Union represented clerical titles in Appendix B, Traffic Checkers per Article VII and pensioners who retired from titles represented by the Union at the time of their retirement.

D. The Trustees of the multiple employer welfare benefit trust shall have the power by unanimous vote of all the trustees, to increase, reduce, or otherwise change a plan or benefits within the same level of funds made available under this Section.

E. Notwithstanding anything in this Section appearing to the contrary, the Trust benefits of pensioners below age 62 who have retired pursuant to the retirement program known as Chapter 529 of the Laws of 1994 shall be paid for as set forth in the award of Milton Rubin dated October 10, 1995 rendered pursuant to the agreement of the Parties executed July 26, 1994 (attached hereto as part of Appendix G-4). Effective January 1, 1997, the additional one (1) percent employee contribution made by participating members, pursuant to the award rendered by Arbitrator Milton Rubin on October 10, 1995, will cease.

# SECTION 1.12 - OVERTIME CONTROL

A. The parties shall voluntarily undertake to insure that no employee is required or allowed, except in the case of emergency, to perform overtime work in any month which would exceed three times the average number of overtime hours per month worked during the past twelve months by all employees in the same job title and unit in the responsibility center to which he/she is assigned except that this formula shall not apply where the Parties have agreed to specific dollar amount earnings caps with respective divisions as provided elsewhere in this Agreement.

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

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

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

E. If the actions taken under paragraph D above, do not result in equitable coverage of the service requirements of the Authorities without abuse, either party may bring the matter before the Impartial Arbitrator by submitting a new plan to accomplish the objectives stated in this Section. Pending approval of any such plan, the provisions of this Section shall remain in full force and effect.

F. Where employees are being assigned mandatory overtime on their regular day off as a result of a manpower planning failure of the Authority, the Union may bring the problem directly to the attention of the Vice President - Labor Relations. The Authority shall then take effective measures to remedy the problem; among the measures to be considered is the lifting of relevant overtime caps.

# SECTION 1.13 - FARMING OUT OF WORK

The Authorities shall give favorable consideration to having certain repair work performed by their employees instead of being farmed out, provided the work is performed with existing facilities, without adding employees, and that the cost of such work is competitive with outside manufacturers as to the quality, price, time of performance, and will not conflict with the performance of normal maintenance.

The Authorities shall continue a joint Authority-Union Committee to facilitate communication between the parties as to work being considered for farming out, and the advisability of having such work performed by present employees. The committee may make recommendations to the Authorities concerning the farming out of work. The Committee shall include representatives of the Departments of Rapid Transit, Surface and Operations Support, and the Operating Authority and the Union. The Committee shall keep written minutes and shall meet monthly, unless no farming-out proposal is pending.

Before any work, as described above, is farmed out, the Authority shall provide the committee with copies of the information submitted to the prospective bidders on the items proposed to be farmed out, thus, enabling the Union representatives to prepare and submit a proposal for the performance of such work by the Authority's employees within the time frame afforded the prospective bidder to submit a bid. The information to the appropriate committee shall be furnished to it not later than the information is made available to the prospective bidder.

The decision with respect to the farming out of any particular work shall remain solely that of the Authority.

#### SECTION 1.14 - EXCESS EMPLOYEES

In the event there is a surplus of hourly employees regularly assigned to duties and functions pertaining to one title or another, the appropriate Authority shall have the right to transfer such employees to the duties of another title. It is understood that in effecting such transfers no employee shall suffer a reduction in pay and that where necessary, the appropriate Authority will offer retraining of affected employees for the proper discharge of the duties to which they will be assigned.

#### SECTION 1.15 - "COPE" DEDUCTIONS

Employees shall be allowed to authorize payroll deductions for political contributions to a fund known as the "Committee on Political Education" (the "Committee"). It shall be the responsibility of the Union to obtain and deliver such authorization cards to the appropriate Authority. The content of such cards shall be agreed to by the appropriate Authority and the Union.

Upon receipt of authorization cards, the appropriate Authority shall begin weekly payroll deductions on the first feasible payroll. Effective January 1, 1996, these deductions will be made biweekly.

The appropriate Authority shall deduct the actual expense of making the payroll deductions by a deduction from the contributions. Contributions shall be transmitted to the Committee on a monthly basis, after the payroll deductions are made.

# SECTION 1.16- RELEASE TIME

#### A. Joint Labor-Management Activities

Employees who are duly designated by the Union to act on matters relating to the interests of employees represented by such organization shall be permitted to engage in the following activities, subject to the conditions set forth herein and upon advance approval by either Authority, without loss of pay or other employee benefits, except as otherwise provided in subsection C, paragraph 6):

- 1. to investigate grievances and to process them at all levels of the grievance procedure;
- 2. to represent employees at disciplinary hearings;
- 3. to participate in meetings of joint departmental labor-management committees;
- 4. to serve as members of authorized Safety Committees;
- 5. to engage in any other activity for which time without loss of pay or other employee benefits is specifically provided for in this labor agreement or which has the specific prior approval of the Authority's Labor Relations Department;
- 6. to confer with authorized members of management or their designated representatives.
- B. Union Activities

Employees who are duly designated by the Union shall be permitted upon prior approval by the Authority's Labor Relations Department to take time off without pay, or to charge such time to their annual leave allowance, to engage in the following activities for or on behalf of the Union or its members:

- 1. to attend Union meetings or conventions;
- 2. to attend collective bargaining sessions with the Authority;
- 3. to attend trial board hearings;

- 4. to appear before or confer with governmental bodies, officials, committees, etc;
- 5. to administer welfare, security and annuity funds;
- 6. to organize and recruit Union members;
- 7. to collect Union dues;
- 8. to distribute Union pamphlets, circulars or other literature.

Where employees request leaves of absence without pay for Union activities, such requests, regardless of the number of hours or days involved, must be:

a) initiated by an elected or appointed official of the Union, who has been designated by the Union to make such requests in behalf of employees seeking to be released;

b) approved in advance by the employee's department head or his/her designee;

c) accompanied by a "Request for Leave of Absence Without Pay" form specifying the exact number of hours or days for which the leave of absence without pay is requested.

Employees on approved leaves of absence for Union activities shall strictly follow the established timekeeping procedures in effect in their department or work location including signing in and out, or clocking in and out, as the case may be, at the start and end of their tour of duty and during their tour of duty if such leaves occur within the employee's tour of duty.

C. Regulatory Provisions

Department heads shall be responsible for ensuring that all employees under their supervision adhere to the following guidelines and provisions:

- 1. Leaves of absence without pay shall be granted as set forth in this Agreement.
- 2. Employees assigned to joint labor-management activities who are paid out of Union or private funds shall not be paid by the Authority.
- 3. An employee released full or part time and paid by the Authority shall be required to submit periodically, an affidavit certifying that he/she has not been paid by the Union or private fund during the same period for which he/she was paid by the Authority. In addition, the affidavit, which must be submitted at least once a year, also requires employees covered by this paragraph to report any compensation or

expenses received from anyone else for time worked over and above the time they are required to work for the Authority. Department Heads shall establish the necessary administrative safeguards to insure that each employee involved in release time submits the required affidavit at least once each year and such affidavits are properly filed. The Labor Relations Department shall be responsible for auditing this procedure.

- 4. An employee who is released full or part time, with or without pay, shall not organize, plan, direct or participate in strikes, work stoppages, or job actions. Violation of this provision will cause the privilege to be withdrawn and the participating employee will be subject to the penalties provided by law and to appropriate disciplinary action.
- 5. Employees released full or part time with pay shall be incumbents in titles represented by the Union.
- 6. Employees released full or part time with pay shall not receive overtime, shift differential, compensatory time, meal allowances or holiday premium while on release time, except as provided in the Award of the Impartial Arbitrator in the Frank Ancona case of October, 1980. No employee of the Authority shall be paid by the Authority for more than forty (40) hours per week for release time in order to perform labor management activities.
- 7. Employees released full or part time with pay may work overtime assignments for the Authority for additional pay within the limits established in this agreement provided that the following provisions are met:
  - a. The overtime work assigned is necessary and productive work in the job title and is required to be performed by supervision.
  - b. The overtime work assignment is specifically authorized by supervision.
  - c. The employee reports directly to the immediate supervisor for the work assignment and otherwise conforms to all established procedures in connection with the proper performance of the work assignment.
  - d. In order to receive any overtime pay the employee claiming the overtime must strictly adhere to all established rules, regulations and procedures of the Authority in connection with the performance of overtime assignments, including proper, accurate and regular maintenance of time records,

records of work performed, and such other documents or records of work assigned the Authority may require.

e. Failure to adhere to these provisions subjects employees to the loss of opportunity to earn overtime and to disciplinary action by the Authority.

8. Department Heads shall be responsible for keeping accurate time records of employees on release time and on overtime work assignments.

9. Employees released pursuant to this provision shall preserve their seniority, promotion and pension rights and their entitlement to salary increments.

D. Miscellaneous Release Time Provisions

1. The Authorities agree to release two (2) employees on a compensated basis for the express and limited purposes of establishing and maintaining a Family Assistance Program that will be a referral source for family assistance issues such as child care, dependent care and domestic assistance. The FAP shall be part of the Union Assistance Program. The regulatory provisions discussed in this Agreement shall pertain to the employees released pursuant to this subdivision.

- 2. Release time for UAP Counselors see Section 1.20.
- 3. Release time for Safety Committee see Section 1.09 (C)(6).
- 4. Attached hereto as appendix G-1 are various agreements pertaining to release time.

# SECTION 1.17- IMPLEMENTATION OF ARBITRAL AWARDS

When the award of an arbitrator or panel of arbitrators appointed pursuant to the Agreement is confirmed by any court of original jurisdiction, the Authorities shall comply with and effectuate the provisions of such award forthwith upon service of such order with notice of entry upon the Authority. Such compliance shall not preclude the Authorities from appealing the lower court order but such appeal shall in no way act as a stay or excuse the Authorities such compliance, unless and until the order appealed from may be set aside by an appellate court. The Authorities specifically waive any statutory right to an automatic stay on appeal of a lower court order confirming the arbitrator's award.

In the event the Authority's position is subsequently sustained, the Authority shall have the right to implement the decision and to recover any payments made pursuant to the arbitration award or a prior court determination.

## SECTION 1.18- RULES AND REGULATIONS

Every employee should study and be thoroughly familiar with the Authorities' rules and regulations, as well as the working conditions included herein.

# SECTION 1.19 - NEW JOB TITLES/REQUIREMENTS

- A. The Union and Authority agree that as the need for a new job title and requirements is identified the parties will meet to discuss said title and requirements with the intent of clarifying and getting Union input in the process.
- B. As said new job titles are established, the Authority will make available to incumbent employees the opportunity to achieve the requisite basic skills to qualify for entry into said title training.

# SECTION 1.20- DRUG/CONTROLLED SUBSTANCE AND ALCOHOL POLICIES

The Drug and Controlled Substance Policy/Instruction as amended, is set forth in Appendix E-1. The Alcohol Policy/Instruction as amended, is set forth in Appendix E-2.

A. Where an employee is to be dismissed pursuant to either Policy/ Instruction as amended and such dismissal is not final, calendar action on the dismissal will not take place until the employee is no longer eligible for restoration pursuant to Section 9.0, except that such dismissal shall be counted as a dismissal for any other purpose under the policy.

B. The existing Employee Assistance Program (EAP) will no longer service volunteers for alcohol and drug and controlled substance treatment. Instead, volunteers may utilize benefits available through the Health Benefit Trust for the purposes of obtaining counseling.

C. The Union shall have the right to appoint six peer counselors, found qualified by the Authority, who shall function in the same role as the current peer counselors.

D. A Labor-Management Committee shall be established consisting of two representatives of management and two representatives of the Union. The committee will meet monthly to discuss and review EAP counseling program issues, as well as the planning and delivery of services. Any changes in such policies will be discussed by this committee prior to implementation. The two Union representatives will be released full-time at their regular rate based on forty hours per week. The two Union representatives shall also perform drug education in the field.

E. The Union agrees to withdraw with prejudice any existing litigation challenging the Authority's Drug and Controlled Substance Policy, agrees to bring no action in the future challenging this Policy/Instruction as herein amended; agrees not to utilize attorneys who act on behalf of the Union to represent individuals in challenging the above policy; and agrees not to fund any challenge to such policy. Should any portion of this policy be declared unconstitutional or otherwise illegal by court decision, this

agreement shall be deemed modified by the final decision of the court unless stayed, but shall otherwise continue in effect.

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.

F. The Authority will provide to the Union Assistance Program (UAP) a reasonable sum, to be agreed upon, to be used for payment of reasonable administrative and operations expenses of the program. The UAP will prepare a detailed budget for the period December 15, 2000 to December 15, 2001 describing the projected expenses of the program and proposed allocation of the monies to be provided. The UAP budget for December 15, 2001 to December 15, 2002 will be set forth in the same manner and subject to the same provisions applicable to the December 15, 2000 to December 15, 2001 period.

All expenses which are presently being reimbursed by the Authority, including salaries of the Director, the UAP and its counselors other than those released by the Authority, will be paid by the UAP from the funds to be provided as described herein. In no event shall payments to the UAP exceed the agreed upon sum for the period October 1, 1997 to October 1, 1998.

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

H. The UAP shall assign counselors who are trained in identifying individuals with drug and alcohol problems to Authority work locations where they will identify employees with substance or alcohol abuse problems and encourage them into seeking treatment on a voluntary basis. In order to assure the success of this effort, peer counselors will not be required to disclose to Authority managers the identity of persons whom they have identified as being in need of treatment.

I. The Union will encourage its members to contact the Union Assistance Program counselors when they believe that another employee may be in an unsafe condition or may present a danger to himself/herself or others.

J. 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.

K. The Authority provides and will continue to provide, on an on-going basis, training programs for managers and supervisors on the subject of drugs and alcohol abuse. In addition, the Authority will provide to all employees information and educational materials on the subject of drug and alcohol abuse. Every effort will be made to use the UAP assistance in this effort.

L. Effective January 15, 1997, the Authority will not take disciplinary action for a positive alcohol result against an employee for whom, during an FTA Random alcohol test, a breath analysis test indicates a reading of 0.04 mgm/cc or greater and a blood alcohol test indicates a reading of less than 0.05 mgm/cc, if the employee after evaluation and rehabilitation, if necessary, completes rehabilitation as described in Appendix E-2. The employee shall be referred to the Employee Assistance Program (EAP), relieved of his or her responsibilities, and given the opportunity for rehabilitation, if necessary, through that program. The employee, unless pre-disciplinary suspended on another matter, will be "in a No Pay" status; however, the Authority will permit the employee to use accrued leave balances during his/her participation in EAP.

Once the employee is certified as drug/alcohol free and otherwise eligible for restoration under Section 9 of Appendices E-1 and E-2, the employee will be restored to duty. The employee will be required to submit to an Authority administered drug/alcohol test before he/she will be returned to duty and will be subject to follow-up testing pursuant to FTA regulations.

#### SECTION 1.21 UNION SECURITY/AGENCY SHOP FEES

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

Agency shop fees for weeks when an employee, who is not a member of the Union, is on vacation shall be deducted as are Union dues pursuant to Union dues deduction authorizations.

The sum of the agency shop fees deducted in any month shall be transmitted by the Authorities to the financial officer of the Union at the same time and subject to the same deduction of costs as are the Union dues deducted for such month.

Should the Union refuse to accept a Union dues deduction authorization from any employee, or should the Union expel an employee from membership, the Union shall so notify the Authorities immediately and no agency shop fee shall be deducted from the wage of such employee.

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

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

The Union affirms that it has established and is maintaining a procedure which provides for the refund, to any employee demanding the same, of any part of an agency shop fee which represents the employee's pro rate share of expenditures by the Union in aid of activities or causes of a political or

ideological nature only incidentally related to terms and conditions of employment. It is expressly agreed that in the event such procedure is disestablished, then this Agreement, insofar as it relates to agency shop fee deductions, shall be null and void.

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

#### SECTION 1.22 - JOB SECURITY/NO LAYOFF

During the period between December 15, 1999 and December 15, 2002 the Authorities will not layoff or furlough any employee represented by the Union, consistent with the original no layoff agreement reached between New York City and DC 37. Cooperative efforts between the parties regarding redeployment, reassignment, etc., of employees, shall continue where necessary.

#### SECTION 1.23 - LONGEVITY PAYMENTS

The Authorities will make longevity payments, payable in one lump sum on the last payroll period in November, according to the following schedule:

- (a) An employee with thirty (30) or more years of continuous service shall receive the annual equivalent amount of five hundred dollars (\$500.00) computed on a biweekly basis.
- (b) An employee with twenty-five (25) but less than thirty (30) years of continuous service shall receive the annual equivalent amount of four hundred dollars (\$400.00) computed on a biweekly basis.
- (c) An employee with twenty (20) but less than twenty-five (25) years of continuous service shall receive the annual equivalent amount of three hundred dollars (\$300.00) computed on a biweekly basis
- (d) An employee with fifteen (15) but less than twenty (20) years of continuous service shall receive the annual equivalent amount of two hundred dollars (\$200.00) computed on a biweekly basis.
- (e) Employees who resign, die, retire or are promoted to a title that does not receive longevity payments before the longevity payment is made will be paid a prorated share of the longevity payment.

## SECTION 1.24 – ADDITIONAL BENEFITS

#### A. 401 (K)

Effective as soon as practicable but in any event no later than January 1, 2001, the Authorities will offer employees the option of opening a 401(k) account on the same terms and conditions as currently in effect, as may be amended.

#### B. TransitChek

Effective as soon as practicable after March 1, 2000, the Authorities shall offer TransitChek benefits to employees who express an interest.

# C. Flexible Spending Account

Effective January 1, 2001, the Authorities will offer an IRC § 125 account to each eligible employee to allow for pre-tax contributions for allowable child care and health expenses.

#### D. Universal Passes

Effective June 6, 1997 NYC Transit agrees to provide universal passes to TWU represented employees as follows:

1. Current incumbent MaBSTOA employees who presently have a MaBSTOA spousal pass will be given the option to retain the spousal pass or exchange it for a universal pass. Any employee issued a universal pass will no longer be eligible for a spousal pass whether s/he is active or retired. Those retaining the spousal pass may exchange it in the future for a universal pass.

2. Current incumbent MaBSTOA employees who presently do not have a spousal pass will be issued a universal pass. New spousal passes will not be issued to such employees prospectively.

3. Current incumbent Transit Authority employees will be issued a universal pass.

4. All new hourly employees hired into both MaBSTOA and the TA will be issued a universal pass exclusively.

5. To the extent that existing policy concerning the loss of employee passes cannot be implemented due to technological requirements, the parties agree to negotiate alternative options which would apply to the second time loss of passes.

## SECTION 1.25 - BI WEEKLY PAYROLL SYSTEM

1. Effective January 1, 1996, the existing weekly payroll system was eliminated and substituted with a bi-weekly payroll system. In order to minimize the transitional impact to hourly employees, an interim payroll system was instituted by the Authorities to gradually shift over to the bi-weekly system. With the institution of a bi-weekly system, hourly employees have the option of directly depositing their paychecks with their banking establishments subject to submitting proper authorization.

2. Upon shifting to a bi-weekly payroll system, hourly employees have the option of participating in the MTA's 457 Tax deferred Annuity Plan on the same basis as other employees.

3. Overtime payments under the bi-weekly payroll system will be made no later than the pay period next succeeding the period in which the overtime assignment occurred.

4. Wherever the practice of providing hourly employees with paid check cashing time exists, it was eliminated once the option of direct deposit became available.

5. All existing on-site check cashing services provided for members of the Transport Workers Union, Local 100 at various Transit Authority and Operating Authority locations was eliminated once the option of direct deposit became available.

## SECTION 1.26 - WORK EXPERIENCE PROGRAM (WEP)

1. GENERAL

Effective January 1, 1997, the parties agree to the utilization of participants in the Work Experience Program (hereinafter referred to as "WEP") in cleaning and directly related functions. While the aggregate number of WEP participants that may be utilized is not subject to limitations, the Authorities will not reduce the budgeted number of cleaner positions below 2,286 minus headcount needed to offset any additional agreed upon lead cleaner positions in excess of the 150, if any. Reductions in the actual number of cleaners may be accomplished by attrition or promotion. The WEP program will be administered in accordance with Appendix G-2 appended hereto.

# 2. LEAD CLEANERS

The parties agree that lead cleaners will receive a \$1.70 per hour differential consistent with Appendix G-2. Lead cleaners, in addition to performing cleaning functions, shall perform such functions as attendance, training of WEP participants in the field, handing out routine assignments. However, the lead cleaners shall have no supervisory authority over or responsibility for WEP participants. Lead cleaner positions shall be picked as other positions.

#### 3. TRAINING PROGRAM

The parties agree to institute a special training program for cleaners modeled on the existing Upgrade Training Program. The budget for this program shall be such as will enable the Authorities to institute major new training and promotional opportunities for cleaners. Trainees will be paid the current cleaner rate while in training. A joint Labor-Management committee, including one (1) full time release person, will work through this contract to identify the needs of the Authority for additional employees in given titles, to design training programs for cleaners to become eligible for promotion to those titles, to oversee the training and to deal with any problems that may arise. The Training Program shall begin no later than January 1, 1997. Any unresolved questions, concerning the new Training Program, shall be referred to the principals.

#### 4. WEP OPPORTUNITIES

The parties agree to work cooperatively with the New York City Department of Citywide Administrative Services to establish career opportunities at the Authorities for WEP participants, this shall include a request that satisfactory job performance by a WEP for the Authorities will be credited for civil service purposes for cleaners.

#### SECTION 1.27 - MISCELLANEOUS COMMITTEES

#### A. Employee Facilities

A labor-management committee will be established consisting of one representative each with the specific intent of prioritizing the Authority's efforts to repair and/or upgrade employee facilities.

Employee facilities are defined as toilets, washrooms, lunchrooms, crew rooms and towers.

B. Capital Program Construction Committee

A local advisory committee comprised of one representative of management and one representative of the Union shall be established when capital program construction is scheduled to take place at a work facility. The committee shall make recommendations on facility accommodations in order to minimize the impact of construction on employee facilities.

C. A tripartite committee shall be established to review and make recommendations on the fairness and equity of the disciplinary system described in §§ 2.1(C), and 6.1 based on a series of questions to be agreed upon by the parties. In the event that the Parties cannot agree upon a given question or set of questions, a neutral arbitrator of the committee shall decide whether the disputed question addresses fairness and equity issues, and, if so, what the question(s) shall be. This committee shall consist of a management representative, a union representative and an impartial member who is a member of the National Academy of Arbitrators. This tripartite committee shall convene within thirty (30) days of the full and final ratification of this Agreement, and shall submit its report and recommendations within one hundred twenty (120) days thereafter. Following such report, the Parties may, upon mutual consent, submit to the committee additional questions as may arise during the contract term.

## D. Apprenticeship Program

The Parties agree to establish a Joint Labor Management Apprenticeship Committee. Said committee shall develop a set of standards and selection criteria to assist in the formulation of an apprenticeship program which shall train graduates of trade schools and trade programs to become maintainers. The parties agree that such standards and selection criteria will be established within ninety (90) days from March 1,2000 provided, however, that said apprenticeship program shall be subject to the mutual agreement of the Parties at both the local and departmental levels.

## SECTION 1.28 - MISCELLANEOUS PROVISIONS

## A. Cardio-Pulmonary Resuscitation (CPR) Training

The Authority shall provide CPR training to 10% of all represented employees spread across the Authority's facilities. No employee will be required to accept the offer of said training.

B. Renewal of Commercial Drivers Licenses

Commencing January 1, 1997, the Authorities will reimburse employees for the fee associated with renewal of Commercial Drivers' License expiring after January 1, 1997. The Authorities will only reimburse employees who hold positions which require a commercial drivers' license.

C. Revenue Attendants

1. The title Revenue Attendant was eliminated pursuant to the Memorandum of Understanding of 1994. All functions previously performed by employees in that title (including but not limited to retrieving revenue from bus fareboxes, and completing reports related to collection activities) are to be performed by employees in the title of Shifter.

2. Employees currently holding the title Revenue Attendant will be reclassified into an existing title whose job duties they can fully perform. These employees will be paid Bus Operator rates.

3. The Authorities agree to provide opportunities for Bus Operators who become permanently medically restricted to be reclassified in accordance with its restricted duty policy into available budgeted positions. Up to 77 Bus Operators shall be reclassified at Bus Operator rate of pay regardless of the title into which they are reclassified and so long as there are 77 permanently restricted Bus Operators available to be reclassified.

4. Effective October 31, 1996, shifters who perform the duties previously performed by Revenue Attendants shall be paid a differential of .50¢ per hour.

D. Part-Time Operators

The parties recognize that transportation demands are changing in New York City. To meet these demands, the parties have agreed that the Authorities may utilize Part-time Operators under the following provisions:

1) It is the intention of the Authorities to develop a variety of new service types and levels including subway/railroad feeder service, curb-to-curb type transit service, and/or circulator service using vans, mini-buses and passengers cars to meet the needs of public transit. In addition, these provisions shall apply in the event that the Authorities determines to perform any existing contracted subscription services or any portion thereof, with bargaining unit personnel. Employees employed to perform one of more of these types of service shall not perform existing fixed route bus service work.

2) For any of these new routes described above, the Authorities may hire employees to perform up to thirty scheduled hours of work per week at a wage rate to be negotiated by the parties. If a dispute arises over exact rates of pay, the parties agree to make a joint request to the N.Y.S. Public Employment Relations Board for arbitration referral pursuant to Section 209(5) of the Taylor Law.

3) Employees employed to perform one or more of these types of service shall receive overtime pay in accordance with the provisions of the Fair Labor Standards Act and shall as a minimum standard be required to comply with motor vehicle licensing provisions.

4) Employees hired as part-time operators shall be recognized as union members subject to dues check off provisions. Such employees will not receive any of the benefits described in the collective bargaining agreement and all work practices will be the subject of further discussions between the parties. The Authorities reserve all of its management rights with regard to part-time work.

5) A hiring preference will be granted to the Authorities' OA and TA retirees to the extent permitted by law.

## E. Regional Bus Company

The Union and the Authorities agree to establish a joint senior level labor/management executive committee within thirty (30) days from the effective date of this Agreement to develop a plan to consolidate the bus operations at the Transit Authority and the Operating Authority into a new subsidiary of the Metropolitan Transportation Authority. The purpose of such consolidated bus company would be to provide efficient and cost effective bus service in the metropolitan region transportation district. If the parties agree that such consolidation is feasible, they shall jointly draft and propose the legislation needed to enable such consolidation.

## F. Religious Accommodation Procedures

NYC Transit and the Union believe it to be in their mutual interest to design and implement procedures that will allow the reasonable accommodation of employees' religious observance within the context of the business needs of the employer and the seniority rights of the employees. The procedures for religious accommodation are attached hereto as Appendix G-3.

# G. One Person Train Operation

1. The parties have discussed the Transit Authority's plans to operate certain trains without a conductor on board. The discussions thus far have resulted in a disagreement as to whether the implementation plan fully abates any negative impacts on the safety and security of employees and/or customers. To resolve this disagreement, the parties have agreed to submit the issue of safety and security impact to a three person panel which will have final and binding jurisdiction. The parties will each designate a member of said panel and will select an impartial chairman who has an appropriate background and firm grasp of transportation safety issues. In the event that the parties are unable to agree on such a chairman, the chairman shall be selected by the impartial contract arbitrator.

2. The parties further agree to take all responsible steps to insure that the presentation to the panel is fully completed within an expeditious timeframe to allow the panel to issue its report by the end of June, 1995. In the event that the panel finds that the implementation plan, or any part thereof, is free of any negative impact on safety and security, then the parties further agree that the Transit Authority may implement such plan, or any part thereof, subject to amelioration of any workload impact. To this end, the parties agree that they will meet for thirty days to negotiate the effects of any such workload impact. If no agreement is reached, the dispute shall be submitted to the contract arbitrator for a final

decision. It is the intent of the parties that all implementation issues will be resolved within six months of the first panel's decision.

3. Effective October 31, 1996, the differential rate paid to train operators engaged in one-person passenger service and employees performing door operations on revenue and refuse trains shall be as follows:

	New Rate
Train Operator	\$2.00
Employees performing door operations on revenue and refuse	¢0.55
trains	\$0.75

# ARTICLE II. – TRANSIT AUTHORITY – GENERAL

# SECTION 2.1 - GRIEVANCE AND ARBITRATION PROCEDURES

## A. DEFINITIONS

1. A Contract Interpretation Grievance is hereby defined to be a complaint on the part of any covered employee or group of such employees that there has been on the part of Management, non-compliance with or a misinterpretation of any of the provisions of this Agreement or of any written rule, or Policy/Instruction of the Authority governing or affecting its employees, or that any run or work schedule imperils the health or safety of employees. A Contract Interpretation Grievance shall not include any claim subject to the Disciplinary Grievance Procedure.

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

3. A Medical Appeal Grievance is hereby defined to be a complaint on the part of any covered employee that would otherwise be subject to Sections 72 and/or 73 of the Civil Service Law that he or she has been improperly placed on such involuntary leave and the procedures contained herein shall be in lieu of any administrative procedure specified in Sections 72 and/or 73 of the Civil Service Law. A medical appeal grievance shall also include a challenge to a medical finding of full work by an employee suffering from (or allegedly suffering from) an ordinary disability or a challenge by an employee injured on duty to a medical finding of no work when an employee claims he/she can work.

# B. CONTRACT INTERPRETATION GRIEVANCE PROCEDURES

1. A Contract Interpretation Grievance which is filed with the statement of facts that alleges a complaint as defined by sub-section A, Paragraph 1 above but which fails to specifically cite what the alleged violation is shall be returned to the filing party for correcting and refiling. Refiling shall be within five (5) days and such grievance shall be deemed as filed effective on the original filing date, except that the time period for processing such grievance shall commence at refiling.

2. A grievance which is amended at any step to effectively change the subject of the complaint shall be refiled as a new grievance.

3. Contract interpretation grievances as defined in subsection A, Paragraph 1 above, shall be processed and settled in the following manner:

a. Step I

An employee or his/her Union representative shall be permitted within thirty (30) calendar days from the time a grievance arose to request in writing, by completing a form provided by the Authority, to be heard at the Departmental level by the Department Head or his/her designee. The grievance shall be scheduled to be heard within thirty (30) calendar days after receipt of the written request by the employee's Department Head or designee. The employee may be accompanied at this meeting by his/her Union representative. The decision on the appeal will be rendered to the employee and his/her Union representative within fifteen (15) calendar days after the meeting.

Revenue shortage and loss grievances, sick leave grievances arising from denial by the Sick Leave Review Committee, and injury on duty differential grievances may be appealed directly to Step II bypassing Step I of this procedure. Such grievances shall be scheduled for a Step II hearing within thirty (30) days from receipt of a written appeal.

Where three (3) or more employees in one department have a similar grievance, the Department Head or his/her designee shall order an informal hearing and render his/her decision within ten (10) days.

## b. Step II

In the event that the matter is not satisfactorily adjusted with the Department Head, the employee or his/her Union representative may, within five (5) days after the receipt of written notification from the Department Head of his/her decision, submit the dispute in writing, by completing a form provided by the Authority, to the Authority's Deputy Vice President, Labor Disputes Resolution or his/her designee. The appeal shall be scheduled to be heard within twenty-five (25) days after the receipt of the written request by the Deputy Vice President, Labor Disputes Resolution or his/her designee. The Deputy Vice President, Labor Disputes Resolution or his/her designee, render his/her decision in writing.

Where a grievance concerning three (3) or more employees in one department is processed through the expedited Step I procedure set forth above, an appeal by the Union to Step II shall be scheduled to be heard within ten (10) days after the receipt of the written request by the Deputy Vice President, Labor Disputes Resolution or his/her designee, and a written decision shall be rendered to the Union within ten (10) days after the hearing is closed.

The Deputy Vice President, Labor Disputes Resolution may, at any time, on his/her own motion review any decision at Step I, 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. Grievances involving the "farming-out of work" may be filed directly at Step II after being reviewed and considered by the farming-out committee established in Section 1.13.

c. Impartial Arbitration

If the Union representative is not satisfied with the decision on the contract interpretation grievance at Step II of the grievance procedure, the Union grievance representative, may file with the Impartial Arbitrator at any time within fifteen (15) days after said decision has been made at Step II, a demand that the Impartial Arbitrator give his/her opinion and make his/her determination with respect to the said grievance. 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 fourteen (14) days notice to the Authority and to the employee or his/her representative, at which the employee, or his/her representative, and a 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.

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

Awards will be issued in writing at the conclusion of each hearing day except where either party requests to file a brief or the arbitrator requests additional time to render a decision. The parties shall agree upon the form to be utilized for these expedited awards. On the date of the hearing, either party may request a written opinion to follow the expedited award.

When a written opinion and award is to be rendered, the Impartial Arbitrator shall mail a copy of his/her opinion and award to the Deputy Vice President, Labor Disputes Resolution and to the employee or his/her representative within five (5) days after the close of the hearing before him. The determination of the Impartial Arbitrator upon matters within his/her jurisdiction, and 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 to serve as such from June, 2001 to December 15, 2002, shall be Richard Adelman, who has been selected by the parties to this Agreement.

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

## d. Expedited Arbitration

1. Sick leave, shortage and differential grievances shall be processed, heard and determined through the instant expedited arbitration procedure. The parties may mutually agree to have other cases processed through this procedure. A differential grievance involving a major interpretation of the collective bargaining agreement may be submitted to the Impartial Arbitrator pursuant to the contract interpretation grievance procedure set forth above upon mutual agreement of the parties. Disciplinary cases involving time and attendance where the recommended penalty is a ten day suspension or less shall be processed through the same arbitration procedures utilized for sick leave and differential cases after the Step II hearing.

2. A mutually agreed upon Impartial Arbitrator(s) will be authorized to hear and decide those cases that the parties agree shall be heard pursuant to the expedited arbitration procedures.

3. At the conclusion of each hearing date, the Impartial Arbitrator shall issue an Award for each case heard during that day. Awards issued by the Arbitrator shall be final and binding.

4. The Arbitrator shall issue a written Award, without a written opinion on the Expedited Arbitration Award Form. Awards issued by the Arbitrator shall not establish a precedent and will not be used or referred to in the future by either party.

5. Each party shall be represented by one person that it may choose and designate, and each party shall be limited to one person to testify or offer clarifying information.

6. Each party shall inform the other party, in writing (stating name and case number), of its intention of having its witness present at least ten (10) working days prior to the date the case is to be heard.

7. Each party shall have no more than twenty-five (25) minutes to present its case and each party shall have an additional five (5) minutes for rebuttal. All documentary evidence must be submitted by the parties within the time set forth in this paragraph.

8. Prior to the start of a hearing, each party shall be granted one postponement for cause. Once either party has presented evidence in support of its case, there will be no adjournments or postponements of the hearing.

9. The time and date of the hearing must be agreeable to the parties. Two days of hearings per week shall be scheduled unless the parties deem it impractical or unnecessary to do so.

10. The Arbitrator is prohibited from calling any witness, except those witnesses so designated in paragraph 5, to testify in the proceeding.

- 11. There shall be no transcripts or electronic records made of the proceedings.
- e. Impartial Arbitrator

An Impartial Arbitrator, in rendering any opinion or determination, shall be strictly limited to the interpretation and application of the provisions of this Agreement, or of any written rule, or Policy/Instruction of the Authority governing or affecting hourly paid employees, and he/she shall be without any power or authority to add to, delete from, or modify any of the provisions of this Agreement, or of such rules or Policy/Instruction. The Impartial Arbitrator shall not have the authority to render any opinion or make any recommendations:

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

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

- 3. with respect to modification of any wage rates provided in Section 1.10 hereof; or
- 4. with respect to any disciplinary or medical appeal grievance.

# C. DISCIPLINARY GRIEVANCE PROCEDURES

1. It is understood that the right to discharge or discipline employees for cause and to maintain discipline and efficiency of employees is the responsibility of the Authority. The Authority shall be guided by a policy of progressive discipline in the administration of its disciplinary procedures. As such, penalties will be evaluated in accordance with the principle of progressive discipline, and as further elaborated in the January 26, 1995 Daniel Collins arbitration award, attached hereto as Appendix H.

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

- 3. Progressive discipline shall be applied on a category-by-category basis as follows:
  - A) Infractions involving employees required to have a commercial driver's license shall be separated into the following three categories:

- i. Time and Attendance violations;
- ii. Safety related violations; and
- iii. Other violations.
- B) Infractions involving employees not required to have a commercial driver's license shall be separated into the following two categories:
  - i. Time and attendance related violations; and
  - ii. Job performance and other violations.
- C) When a rule infraction occurs in one of the above categories, a penalty will be imposed in the categories in which the violation occurs. The penalty imposed on each of the above categories will be based only on prior violations within the category in which the rule infraction occurs. There will be no overlap of discipline between categories.
- 4. Reduction of Penalties for Minor Violations
  - A. Effective March 1,2000, employees covered by this Agreement may improve their disciplinary record in each category referenced above for certain minor violations.
     Such improvement of record shall be determined by the following time schedule:

<u>Tir</u>	ne of Next Minor Violation	Penalty to be Assessed for Next Minor Violation
i.	Additional minor violations within 1 year of last violation	follow progressive discipline
ii.	Between 1 year and 1 ½ years from the date of the last violation	n repeat last penalty*
iii.	Between $1\frac{1}{2}$ and $2$ years from the date of the last violation	1/2 of last penalty*
iv.	Between 2 and 2 ½ years from the date of the last violation	1/4 of last penalty*
v.	Between 2 <sup>1</sup> / <sub>2</sub> and 3 years from the date of the last violation	$^{1}$ / <sub>8</sub> of last penalty*

\*Where the penalty to be assessed is less than a one day suspension, a reprimand shall be substituted.

After three (3) years with no violations, an employee's record of minor violations will not be considered in setting the penalty for the next minor violation.

- B. The improvement of penalties only applies to minor violations. The penalty for a serious violation such as AWOL, fraud, theft, gross insubordination, assault, and serious preventable accidents will be based upon the severity of the instant violation and/or the employee's overall disciplinary record in accordance with existing standards. Nothing contained herein shall preclude the union from arguing before the tripartite committee referred to in Section 1.27 (C) that a particular infraction should be a minor violation and not a major violation.
- C. A considerable time period (minimum of five (5) to seven (7) years) between serious violations, may, on a case by case basis, be considered as a mitigating factor in determining the appropriate penalty, depending upon the severity of the instant violation and only where there is no impact on the safety and welfare of the public or employees of N.Y.C.T.

5. So as to assist the parties in the mutual commitment to progressive discipline, the parties shall establish a four person management-labor committee composed of two appointees each which shall meet quarterly. The Committee shall examine the manner in which the various departments have applied progressive discipline and make appropriate recommendations.

6. In the Authority, no disciplinary proceeding shall be commenced more than thirty (30) working days after the employee's Responsibility Center Manager or Immediate Supervisor has knowledge of the alleged incompetency or misconduct complained of and described in the charges, provided, however, that such limitation shall not apply when the incompetency or misconduct complained of and described in the charges is the subject of an investigation or would, if proved in a Court of appropriate jurisdiction, constitute a crime. Employee absences and Authority observed holidays shall be excluded from the thirty (30) working days.

7. Fraudulent sick line charges will not be brought against an employee if more than one year has expired since the submission of the sick lines.

- 8. Pre-disciplinary Suspension
  - A. In the Authority, no warning, reprimand, suspension, demotion or dismissal shall be entered on an employee's record or otherwise imposed until the completion of the disciplinary procedure set forth. This provision shall not, however, foreclose pre-disciplinary suspension of an employee for reasons of serious misconduct

detrimental to the operation of the Authority including but not limited to use of controlled substances, being under the influence of an intoxicating liquor on the job, theft of Authority property, chronic absenteeism, assault upon a supervisor or gross insubordination.

- B. An employee will not be pre-disciplinary suspended for time and attendance related violations except where the charges involve fraud.
- C. The Authority shall make its best efforts to notify the Union headquarters on the day that an employee is pre-disciplinary suspended.
- D. In a disciplinary grievance where an employee subject to the disciplinary grievance provisions herein has been suspended pending appeal under this procedure, such employee shall be restored to the payroll pending the finalization of the disciplinary case after the employee has been suspended from service for thirty (30) days.

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

In no event shall this subsection entitle an employee to pay beyond the first scheduled hearing date before the Tripartite Arbitration Board except that where such hearing date is postponed at the request of the Authority. The thirty (30) days shall include any delay directly caused by such postponement.

Should the Union or employee adjourn the scheduled hearing date before the Board, the case shall be rescheduled by the Authority within twenty (20) days unless the parties mutually agree to extend the time period for rescheduling. Should the Authority fail to meet this rescheduling requirement, the employee shall be restored to the payroll until the matter is rescheduled for a hearing.

The Authority may, in its discretion, waive any of the steps of the grievance procedure to ensure compliance with this subsection.

9. Where an employee is charged with a disciplinary offense and charges against him/her are not sustained at any Step after a Step I hearing, the employee shall be paid three (3) hours straight time for each hearing session he/she has attended beginning with the Step II hearing.

10. Where time and attendance cases are settled at the pre-arbitration steps of the grievance procedure, the assessed penalty will appear on the employee's record for the purposes of progressive discipline, but no suspension time will be imposed or fine paid.

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

- A. Upon mutual agreement of the parties, an employee may choose to work for any period of suspension and pay a fine equal to 30% of his/her regular salary during the period in question. For purposes of progressive discipline, the only penalty reflected on the employee's record will be the suspension time that was originally accepted or imposed through arbitration. The Authority shall not deduct more than thirty percent (30%) of an employee's weekly salary in any given week.
- B. The provisions set forth in paragraph 11(A) shall not be available to employees who are pre-disciplinary suspended.

12. Notification of hearing dates shall be made in writing and employees shall be required to acknowledge, in writing, receipt of said notification. An employee's refusal to acknowledge receipt in writing shall be cause for further disciplinary action.

13. A copy of the employee's transcript of disciplinary record will be supplied to the Union as early in the procedure as is feasible.

14. No meeting, hearing or arbitration for a disciplinary grievance shall interfere with the employee's work schedule.

15. Warnings shall be implemented at any step of the grievance procedure when the employee is notified and fails to appear for a scheduled hearing provided that the hearing was not scheduled for a day when the employee is on authorized substantiated leave. Warnings shall be dismissed if management fails to proceed at a scheduled hearing unless the management witness is absent due to a substantiated illness.

16. If an employee fails to appear on two occasions at any step hearing in the disciplinary grievance procedure, the grievance shall be deemed abandoned and the penalty imposed. This does not prevent the Union from appealing the issue of abandonment. Employees shall be notified of such hearings through personal service or by certified mail.

17. In any case in which a member of the public is a witness on behalf of the Authority or the Union and appears at a scheduled arbitration hearing prepared to testify, the testimony of such a witness shall be taken whether or not the balance of the case is adjourned.

18. At the pre-arbitration steps of the disciplinary grievance procedure, the employee may represent him/herself, but shall not be allowed to have a representative other than a Union Representative.

19. Disciplinary grievances as defined in subsection A, paragraph 2 above, shall be processed and settled in the following manner:

a. Step I

An employee or his/her Union representative shall be permitted within five (5) days from the time of notification of the disciplinary action to request in writing, by completing a form provided by the Authority, to be heard by the employee's Department Head or designee. The grievance shall be scheduled to be heard within fifteen (15) days after receipt of the written request by the employee's Department Head or designee. The employee may be accompanied at this meeting by his/her Union representative. The decision on the appeal will be rendered to the employee and his/her Union representative within ten (10) days after the meeting.

Where a pre-disciplinary suspension has been imposed, the employee will be given an opportunity to meet with the Department Head or his/her designee, within twenty-four (24) hours after his/her suspension (or the next weekday work day exclusive of the employee's regular days off, if suspension is on Saturday, Sunday or holiday) at which meeting a representative of the Union may be present, and notice, which may be by telephone, of such meeting shall be given to such employee and his/her Union representative or the Union office in the event the employee's Union representative is not available at least twelve (12) hours before such meeting. The location of the meeting will normally be at the field office of the designated member of supervision. The decision of the Department Head or his/her designee will be rendered in writing to the employee and his/her Union representative within two (2) days following said meeting.

b. Step II

In the event that the matter is not satisfactorily adjusted with the Department Head, the employee or his/her Union representative may, within five (5) days after the receipt of written notification from the Department Head of his/her decision, submit the dispute in writing, by completing a form provided by the Authority, to the Authority's Deputy Vice President, Labor Disputes Resolution or his/her designee. The appeal shall be heard within thirty (30) days after the receipt of the written request by the Deputy Vice President, Labor Disputes Resolution or his/her designee. The Deputy Vice President, Labor Disputes Resolution or his/her designee shall within twenty (20) days after such hearing is closed, render his/her decision in writing.

Where a pre-disciplinary suspension has been imposed, the hearing shall be held within eight (8) days of receipt of appeal in the Labor Relations Department. The Deputy Vice President, Labor Disputes Resolution or designee shall within two (2) days after such hearing is closed, render his/her decision in writing.

Where proof of the violation involves evidence from a Special Inspector, the Union representative may request that the Deputy Vice President, Labor Disputes Resolution or his/her designee direct that such Special Inspector be present at a fact-finding conference between the Union representative and management. In his/her discretion the Deputy Vice President, Labor Disputes Resolution or his/her designee may direct that such a conference be held.

c. Tripartite Arbitration Board

In the event that the disciplinary grievance is not satisfactorily adjusted with the Authority's Deputy Vice President, Labor Disputes Resolution or his/her designee at Step II, the employee or his/her Union representative may within five (5) days of notification of the decision, appeal in writing, by completing a form provided by the Authority, to the Tripartite Arbitration Board. The Tripartite Arbitration Board shall consist of a management representative, a Union representative and a rotating impartial chairperson.

The impartial chairperson for each board meeting shall be selected on a rotating basis from a panel of five (5) or more chairpersons. These chairpersons shall be selected by mutual agreement of the parties to serve as such for the period agreed to by the Union and the Authority.

Should, at any time during the term of this contract, any of the impartial chairpersons be unable to serve, a replacement will be selected by mutual agreement of the parties to this Agreement.

The Tripartite Arbitration Board shall meet as soon as practicable at a time and place to be agreed upon by the parties, or, if they cannot agree, at a time and place fixed by the designated impartial chairperson upon at least fourteen (14) days notice to the parties.

The impartial chairperson shall not be given a case file prior to the arbitration hearings. The Tripartite Board shall not be given the grievant's transcript of record until the conclusion of the testimony in the case.

The Union or management shall be able to take a case off the Tripartite Calendar one time for cause with forty-eight (48) hours notice to the other party prior to the hearing date. If the Union adjourns a matter where the grievant is suspended, the Authority shall accrue no back-pay liability due to the delay in the hearing.

If an employee fails to appear at a Tripartite Arbitration Board hearing on two (2) occasions, the employee will be given fifteen (15) calendar days from the date of the second scheduled hearing to submit written proof demonstrating that he/she could not appear for good cause. The Board will determine whether good cause has been established. Absent a written correspondence from the grievant received by the Board within fifteen (15) calendar days after the second scheduled hearing, the charges and penalty shall be upheld by the Board.

Both the Union and management have the right to one adjournment when a case has been calendared before the Board. This provision shall not prevent a member of the public from testifying in accordance with Section 2.1C(12). If a case is adjourned where the grievant is suspended and the Authority is ready to proceed, the Authority shall accrue no back-pay liability due to the delay in the hearing.

The Union and the Authority shall be given an opportunity to be heard and to submit proof as may be desired to the Tripartite Arbitration Board. No transcript of the arbitration hearing shall be required.

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

Within fifteen (15) days after the closing of the hearing, the decision of the Tripartite Arbitration Board, whether it be to sustain or to overrule or modify the decision made at a Step II hearing in the procedure, shall be issued. Said decision shall be by majority vote and be written by the impartial chairperson. Such decision shall be final and binding. Such decision shall be mailed to the employee and his/her representative and to the Deputy Vice President, Labor Disputes Resolution.

Where an employee is suspended, the Tripartite Arbitration Board shall make every effort to make its decision within five days. Where such a decision is reached within five days but the impartial chairperson has not yet reduced it to a written opinion, said decision shall be rendered in writing to all parties as a one line award, and the impartial chairperson may set forth the written opinion afterwards. This, however, does not relieve the Tripartite Arbitration Board from its obligation to render a formal written opinion and award within fifteen (15) days. The Tripartite Arbitration Board, in rendering any opinion or determination, shall be strictly limited to the interpretation and application of the provisions of this Agreement, or of any written rule, or Policy/Instruction of the Authority governing or affecting hourly paid employees, and it shall be without any power or authority to add to, delete from, or modify any of the provisions of this Agreement, or of such rules, or Policy/Instructions. The Tripartite Arbitration Board shall not have the authority to render any opinion or make any recommendations:

- (i) inconsistent with or contrary to the provisions of the applicable Civil Service Laws and Regulations;
- (ii) 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;
- (iii) with respect to modification of any wage rates provided in Section 1.10 hereof.

If there is presented to the Tripartite Arbitration Board for decision any charge which, if proved in Court, would constitute a felony, or any charge involving assault, theft of Authority property, intoxication, use of Controlled Substances, chronic absenteeism, the question to be determined by the Tripartite Arbitration Board shall be with respect to the fact of such conduct. Where such charge is sustained by the Tripartite Board, the action by the Authority, based thereon, shall be affirmed and sustained by the board except if there is presented to the board credible evidence that the action by the Authority is clearly excessive in light of the employee's record and past precedent in similar cases. It is understood by the parties that this exception will be used rarely and only to prevent a clear injustice.

All fees and expenses of the impartial chairperson on the Tripartite Arbitration Board shall be divided equally between the Authority and the Union.

## D. MEDICAL APPEAL GRIEVANCE PROCEDURES

1. The Medical Appeal grievance procedures contained herein, shall be in lieu of any administrative procedure specified in Sections 72 and/or 73 of the Civil Service Law.

2. Nothing in these procedures shall prevent the Authority from placing an employee on medical leave of absence where such leave has been determined to be appropriate by the Authority's Medical Department.

3. Medical Appeal grievances, as defined in subsection A, paragraph 3 above, shall be processed and settled in the following manner:

a. Step I

An employee or his/her Union representative shall be permitted within ten (10) days from the time of notification of his/her work status based upon the Authority's medical diagnosis to request in writing a Step I hearing, by completing a form provided by the Authority, to be heard directly by the Deputy Vice President, Labor Disputes Resolution or his/her designee. The employee may be accompanied at this meeting by his/her Union representative and must provide written medical documentation in support of his/her claim. The Deputy Vice President, Labor Disputes Resolution or designee shall within twenty (20) days after such hearing is closed, render his/her decision in writing. Such decision may be to return the grievant to full duty, to allow the grievant to remain on leave or to require the grievant to undergo a medical examination by an impartial physician. The findings of the Impartial Physician shall be binding upon the parties. If the decision of the impartial physician is not clear, the parties may seek a written clarification. The designation of the impartial physician shall be made promptly after the Step I decision is rendered. A joint letter requesting the medical examination will be sent by the Authority and the Union. The fees of the impartial physician shall be divided equally between the Authority and the Union.

b. Tripartite Arbitration Board

Within ten (10) days of notification of the decision of Impartial Physician, the employee or his/her Union representative may appeal in writing to the Tripartite Arbitration Board. The Tripartite Arbitration Board shall consist of a management representative, a Union representative, and a rotating impartial chairperson. In no case shall the hearing before the Tripartite Arbitration Board be scheduled before the impartial physician's report is received by the parties.

The jurisdiction of the Board shall be limited exclusively to the issue of whether the employee's work status established by the Authority complies with the findings of the Impartial Physician. The parties agree that the Impartial's written findings shall automatically become part of the record in each medical appeal. The party requesting the hearing shall bear the burden of proof. The Impartial Physician cannot be called as a witness at the hearing.

The impartial chairperson for each Board meeting shall be selected on a rotating basis from a panel of five (5) chairpersons. These chairpersons shall be selected by mutual agreement of the parties to serve as such for the period agreed to by the Union and the Authority.

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

The Tripartite Arbitration Board shall meet as soon as practicable at a time and place to be agreed upon by the parties, or, if they cannot agree, at a time and place fixed by the designated impartial chairperson upon at least fourteen (14) days notice to the parties.

The Union and the Authority shall be given an opportunity to be heard and to submit proof as may be desired to the tripartite arbitration board. No transcript of the arbitration hearing shall be required.

Within fifteen (15) days after the closing of the hearing, the decision of the Tripartite Arbitration Board, whether it be to sustain or to overrule or modify the decision of the Deputy Vice President, Labor Disputes Resolution or his/her designee, shall be issued. Said decision shall be by majority vote and be written by the impartial chairperson. Such decision shall be final and binding. Such decision shall be mailed to the Union and to the Deputy Vice President, Labor Disputes Resolution. The Union will promptly apprise the member of the decision.

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

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

(ii) 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;

hereof.

(iii) with respect to modification of any wage rates provided in Section 1.10

All fees and expenses of the impartial chairperson on the tripartite arbitration board shall be divided equally between the Authority and the Union.

## E. GENERAL PROVISIONS

1. The Authority recognizes the Union as the exclusive representative for the presenting and processing of employee grievances.

2. It is agreed 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 the grievance as provided for herein.

3. At each step of the above contract interpretation grievance or disciplinary grievance procedure, management retains the right to increase, decrease or otherwise modify the decision made at the lower level.

4. By mutual agreement, on a case by case basis, the parties may agree to by-pass any step of this procedure.

5. In computing the time within which any action must be taken under the above procedures, Saturdays, Sundays and holidays shall not be counted except where otherwise specified.

6. The time limitations provided in this Section shall be strictly adhered to by 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 this language will be enforced in the future notwithstanding past enforcement. In any case where the Authority does not schedule a matter for hearing or render a decision within the prescribed time limits the grievance may be appealed to the next Step of the procedure.

7. In any case where the decision on a grievance filed and presented by an employee individually, would affect other employees and would involve a basic interpretation or application of the provisions of this contract, or of any written working rules 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.

8. Nothing contained in this Section, or elsewhere in this Agreement, shall be construed to deprive any individual employee, or employees, from presenting and processing his/her or their own disciplinary grievances through the procedures provided in this Section.

9. A complaint that any run or work schedule imperils the health or safety of an employee or employees, shall be processed in accordance with the provisions of Section 2.2 hereof.

10. In the event that an employee is restored to service after a predisciplinary suspension, and such restoration is with back pay, then NYC transit will reimburse the employee for C.O.B.R.A. purchased during the period for which the employee received back pay.

11. It is the Parties' express goal to expeditiously resolve the backlog of pending disciplinary cases and to timely process and resolve cases that are filed in the future.

# SECTION 2.2 - RUN AND WORK SCHEDULING PROCEDURES

A. When a new run or work schedule is prepared, a copy thereof shall be given to the Union as soon as possible, and in no event less than fifteen (15) days prior to the date set forth on the schedule as the date on which it will be posted for pick. The date of the posting for pick shall be determined by the appropriate Vice President. The appropriate Vice President shall also determine and set forth on the schedule the date upon which the new schedule shall become effective, which date shall take into account the time reasonably required to complete the picking. Picking shall commence not later than five (5) days after the schedule is posted. Employees who for any reason fail to exercise their picking rights shall be assigned.

B. The Union shall have the right at any time after it has received the schedule to discuss it with the appropriate Vice President. Any complaint made by the Union shall be decided by the Vice President within twenty-four (24) hours after the close of the discussion. If, after such discussion, any change in the schedule agreed to by the Union is directed by the Vice President which cannot be made prior to the posting date, the schedule shall not be posted for pick until such change has been made.

C. The Union, or any individual employee who is affected thereby, may file with the Deputy Vice President, Labor Disputes Resolution at any time, a written complaint that the schedule imperils the health or safety of employees. Any such complaint shall set forth specifically how, and in what manner, the schedule imperils the health and safety of employees.

1) Where such complaint is filed after the schedule has been posted for pick, such complaint shall constitute a normal grievance to be heard in the first instance, however, at Step II of the grievance procedure. Such complaint shall thereafter be governed by the normal provisions of the grievance procedure.

2) Where such complaint is filed before the posting of the schedule for pick, a hearing thereon shall be held at Step II not more than two (2) working days after the filing of the complaint and the decision thereon shall be made within twenty-four (24) hours after the hearing.

D. Where said Union, or any individual employee affected by the schedule, files his/her complaint with the Deputy Vice President, Labor Disputes Resolution before the date fixed for the posting of the schedule, an appeal may be taken to the Impartial Arbitrator immediately after the Step II decision, which appeal shall be accompanied by a statement setting forth the basis of the contention that the schedule imperils the health or safety of employees, and accompanied also by a copy of the decision at Step II. The Impartial Arbitrator shall hold a hearing on notice, by telephone or otherwise, as promptly as possible after the filing of the appeal. At the request of the Impartial Arbitrator, such witnesses, records, and other documentary evidence as may be required shall be produced. The Impartial Arbitrator shall mail a copy of his opinion to the Deputy Vice President, Labor Disputes Resolution, to the Union, and, where the appeal is taken by an individual, to such individual, within two (2) working days after the close of the hearing before him/her. If, in considering such complaint, the Impartial Arbitrator finds that a run or work schedule imperils the health or safety of employees - which is the sole extent of his jurisdiction - he shall set forth specifically the precise elements in the schedule on which he bases such opinion. The opinion of the Impartial Arbitrator

with respect to whether a run or work schedule imperils the health or safety of employees, shall be final and binding upon both parties.

E. Except to the extent specifically provided in paragraphs B and D above, neither the filing of a complaint, nor the pendency of a grievance at any level, shall prevent or delay putting the schedule into effect on the day fixed therefor, subject to any change which may at any time be directed by the Transit Authority upon the determination of the grievance.

F. The Operations Planning Department will host a quarterly meeting for Subway Transportation and Bus Transportation to review work in progress related to each area within the Operations Planning Department. Notification of the meetings will be sent to the President of TWU who will notify the Assistant Vice President, Operations Planning as to which Union representatives will attend the meetings.

# SECTION 2.3 - PAYMENT WHERE CHARGES ARE PREFERRED AGAINST EMPLOYEES

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

## SECTION 2.4 - VACATION

A. A vacation with pay will be granted each year to each employee of the Transit Authority as hereinafter provided, at such time within the year as the Transit Authority shall fix and determine. The twelve month period within which such vacations will be granted and allocated is referred to in this Section as the vacation year. The vacation year will be either the calendar year, or a year commencing the first day of May in a calendar year and ending on the thirtieth day of April of the following calendar year, as the Transit Authority may determine to be appropriate for the particular department or section of a department. Vacations may be spread over the entire twelve months of the vacation year whenever the Transit 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 duration of active employment prior to the beginning of the vacation year. For the purpose of this Section, periods of leave of absence without pay for one month or more except where such leave of absence shall have been for ordered military duty, shall not be deemed to be active employment.

B1. Each employee to whom this Section is applicable who, at the beginning of a vacation year shall have been actively in the employ of the Transit Authority for less than one year, will be granted a vacation of one day for each full calendar month he/she shall have been in the employ of Transit Authority prior to the beginning of the vacation year but not exceeding two (2) weeks.

B2. Each such employee of the Transit Authority who, at the beginning of a vacation year, shall have been actively in the employ of the Transit Authority for one (1) year but who at the beginning of that

vacation year shall not have been actively employed for more than three (3) years in connection with the maintenance and operation of any transit facility now constituting part of the New York City Transit System shall be granted a vacation of two (2) weeks during such vacation year.

B3. Each such employee who, at the beginning of a vacation year shall have been actively employed for more than three (3) years in connection with the maintenance and operation of any transit facility now constituting part of the New York City Transit System, shall be granted a vacation of four (4) weeks in each such vacation year.

B4. Each such employee who, at the beginning of a vacation year, shall have been actively employed for more than fifteen (15) years in connection with the maintenance and operation of any transit facility now constituting part of the New York City Transit System shall be granted a vacation of five (5) weeks in each such vacation year.

B5. For the purpose of determining the length of active employment upon which the allowance provided in subparagraphs 3 and 4 above is based, any leave of absence without pay and any break in service of less than one year shall not be considered as interruptions in continuous employment, except however, that an employee who, for any reason, leaves the employ of the Transit Authority and returns within one year, will be considered a new employee for the purpose of computing his/her vacation allowance as provided under paragraph B during the vacation year immediately following the one in which he/she is reinstated.

B6. An employee who during the preceding vacation year shall have been on leave of absence without pay except for ordered military duty, shall be granted a vacation with pay on the following basis:

a. An employee who, at the beginning of a vacation year, shall not have been actively employed for more than three (3) years shall be granted a vacation with pay of one (1) day per month for each month or the major portion thereof he/she shall have worked during the preceding vacation year but not more than two (2) weeks.

b. An employee who, at the beginning of a vacation year, shall have been actively employed for more than three (3) years shall be granted a vacation with pay of two (2) days per month for each month or the major portion thereof he/she shall have worked during the preceding vacation year but not more than four (4) weeks.

c. An employee who, at the beginning of a vacation year, shall have been actively employed for more than fifteen (15) years shall be granted a vacation with pay of two and one-half (2 1/2) days per month for each month or the major portion thereof he/she shall have worked during the preceding vacation year but not more than five (5) weeks.

C1. During the vacation period each employee will be allowed vacation pay equal to what the employee would have earned had he/she been working during that period on his/her regular work or run schedule. This shall include the thirty-minute lunch period allowance granted to Transit Property Protection

Agents as well as the ten-minute reporting allowance granted to Tower Operators, Road Car Inspectors, Emergency Light Maintainers and Mechanical Maintainers "B" who are entitled to same under Article III or IV. If entitled to shift differential, same will be paid for vacation period. Overtime work planned ahead shall not be considered part of the employee's regular work schedule except where it is part of a scheduled run for a Train Operator, Conductor or Bus Operator. However, if a Train Operator, Conductor or Bus Operator who has a regular run is permitted, by pick or otherwise, to take on any extra work in addition to his/her regular run, such extra work shall not be considered part of his/her regular work schedule. Whenever, as a result of a new pick of runs, the run time of a Train Operator, Conductor or Bus Operator changes during his/her vacation period, he/she shall be paid for his/her vacation on the basis of what he/she would have earned had he/she been working on his/her regular work or run schedule in effect on each day of his/her vacation.

C2. The vacation pay for the period of vacation of a Train Operator or Conductor, who is an "Extra List", "Board", or "Vacation Relief" shall be paid at his/her regular rate of pay each week when he/she is on vacation a number of hours equal to the average number of paid hours per week in all regular runs on the schedules in effect at the beginning of the vacation year for the division to which he/she is assigned.

C3. The vacation pay for the period of vacation of a Bus Operator who is an "extra list" operator shall be paid at his/her regular rate of pay when on vacation a number of hours equal to the average number of paid hours per week in all regular runs on the schedules in effect for the division to which he/she is assigned at the time he/she takes such vacation.

C4. The vacation pay for the period of vacation of a Railroad Clerk who is working as a "vacation relief" or as an "extra", shall be paid at his/her regular rate of pay when on vacation a number of hours equal to the average number of paid hours per week excluding the time allowances granted to Railroad Clerks for verifying accounts with their reliefs after the completion of their scheduled tour of duty, in all regular tricks on the work programs in effect for the department at the time he/she takes such vacation.

D. In the event of a change in the date of commencement of the vacation year for any department or section of a department or any class or group of employees, so that the vacation year shall commence on the first day of January instead of the first day of May, the allocations of vacation time that have been announced previous to such action by the Transit Authority will remain unchanged, except for those whose allocated vacation time is within the first four months of the following calendar year. If such change should occur, a computation of vacation allowances within the new vacation year, based on the time of employment by the Transit Authority up to the beginning of such year, will be made and published in the month of November, and a selection and allocation of vacation time during the next vacation year will be made in accordance with the usual methods and practices governing allocation time during the months of January, February, March or April, as their vacation time for the old vacation year which commenced the preceding May, will have a preferential right to hold and retain such allocations of vacation time for the vacation time for the new vacation year, if they so desire, but all those who do not make known such desire will participate in a new selection and allocation of vacation time for the new vacation year

commencing the first day of January. For all such allocations, the basic principle as to the length of vacation set forth in subdivision (B) of this Section will govern vacation time allowable. No employee will be allowed two periods of vacation time in the same calendar year because of such change in the date of commencement of the vacation year, unless the Transit Authority, upon a review of the facts in the particular case, determines that an exception should be made.

E. The annual vacation allowance will not be accruable and will not be carried over from one year to another except upon the approval of the Transit Authority. However, when an employee is hospitalized during vacation, the employee will be permitted to carry-over such vacation to the following vacation year, not to exceed the number of days of hospitalization during the scheduled vacation period.

F. Terminal vacation with pay shall be allowed an employee, whether permanent, temporary, or provisional, in addition to any vacation due him/her under subdivision (B) of this Section:

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.

However, no vacation/terminal vacation will be due an employee, hired on or after April 29, 1988, if the employee resigns or is terminated prior to the completion of his probationary period.

Terminal vacation shall be computed as follows:

To an employee who has completed his/her probationary period, and who at the beginning of the vacation year in which he/she leaves the employ of the Transit Authority, will not have completed three (3) years of service:

One (1) day for each complete calendar month worked in that vacation year prior to the date of separation, but not exceeding two (2) weeks.

To an employee, who, at the beginning of the vacation year in which he/she leaves the employ of the Transit Authority, having three (3) years of service but having not completed fifteen (15) years of service:

Two (2) days for each complete calendar month worked in that vacation year prior to the date of separation, but not exceeding four (4) weeks.

To an employee who, at the beginning of the vacation year in which he/she leaves the employ of the Transit Authority having completed fifteen (15) years of service or more:

Two and one-half (2 1/2) days for each complete calendar month worked in that vacation year prior to the date of separation, but not exceeding five (5) weeks.

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.

Terminal vacation shall be paid on the basis of eight (8) hours per day. No additional payment shall be made because of any run or tour in excess of eight (8) hours in a day by which an employee may have been paid prior to the period of terminal vacation. Bus Operators shall, upon retirement, receive terminal vacation pay on the basis of the run held at the time of such retirement. No holiday pay shall be granted for any of the stated holidays provided under Section 2.5, which may fall within the period of such terminal vacation. An employee who has not worked during a vacation year shall not receive any terminal vacation if he/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 Transit 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.

G. 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 as provided in Section 2.6 (T). When a leave of absence due to illness, begins in one vacation year and extends into the next succeeding vacation year, an employee may, subject to approval by the head of his/she department, elect to take the vacation due him/her in such later vacation year as provided in Section 2.6 (T). However, such election under this rule and under Section 2.6 (T), 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.

H. 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.

I. While a permanent employee is away in any year on military duty, he/she will be treated as continuing in the employ of the Transit 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 Transit Authority during that year. Upon his/her return before the end of that year, he/she shall, to the extent that the time intervening between his/her return and the end of the year may permit, be entitled to take before the

end of the vacation year such vacation as he/she would have been entitled to take in that year had he/she not been away on military leave, less such part thereof as he/she may have been allowed at the time of his/her induction into the armed forces. He/she shall not, however, carry over to a subsequent vacation year a vacation which he/she may have missed because of being away on military leave of absence.

J. Hourly paid employees may be paid for their vacations in advance.

K. The use of any vacation allowance provided by this Section shall not be anticipated unless authorized by the Transit Authority.

L. An employee who, during the vacation year, is in service part of the time in a position to which this Agreement is not applicable and part of the time in a position to which it is applicable shall accrue annual leave allowances in accordance with the terms of this Agreement for each month during the major part of which he/she served in a position to which this Agreement is applicable, and shall accrue an annual leave allowance for each month during the major part of which he/she served in a position to which the rules and regulations applicable to such other position.

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

M. To the estates of deceased employees, a cash payment shall be made equal to the current monetary value of accumulated unused vacation and unused AVA days standing to the credit of such deceased employees.

# SECTION 2.5 - HOLIDAYS

A. To the extent that it may be practicable, an employee of the Transit Authority, in service thirty days or more, will be released from work without loss of pay on the following holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the employee's birthday, except that a new employee, hired on or after April 29, 1988, shall not be entitled to the Birthday holiday until after the completion of one year of service.

An employee excused from work on one of the stated holidays shall be paid for that holiday only if he/she reported for work on the scheduled work day before and the scheduled work day after the holiday, unless he/she is prevented by bona fide illness or for good reason is excused from so reporting or by order of the Authority is serving a suspension as a result of a disciplinary penalty which starts the day after the holiday or ends the day before the holiday.

The dates of observance for holidays in 2000, 2001 and 2002 are specified in Appendix F.

B. An employee, in service thirty days or more, who is not released from work by order of his/her superior and is therefore required to work on any of the stated holidays, will be paid on the same basis as if it had been one of his/her regularly scheduled working days and in addition will be paid eight (8) hours for the holiday. If under another Section of this Agreement such employee would have been entitled to be paid at the rate of time and one-half for working on the day in question he/she shall be paid at the rate of time and one-half for working on that day and in addition will be paid eight (8) hours for the holiday.

Employees who actually work on a holiday shall receive a \$2 per hour differential for all hours actually worked on the following holidays: July 4th, Thanksgiving, Christmas and New Year's Day.

C. An employee who is required to work on a paid holiday at a time when he/she does not have six (6) unused AVA days (Additional Vacation Allowance) to his/her credit may elect to be paid for his/her work on the holiday only what he/she would receive therefor if it were performed on one of his/her regular working days and instead of receiving eight (8) hours additional pay therefor, be credited with an AVA day entitling him/her to another day off with pay in lieu of the holiday. The provisions of this paragraph shall not be applicable to any employee who is required to work on Lincoln's Birthday.

To make such election, the employee must give notice thereof in writing to his/her superior in advance of the holiday.

An employee shall not be allowed to make such election more than six times in any one calendar year or at a time when he/she already has six AVA days to his/her credit.

The particular day on which he/she is to be released from work to make use of any AVA credit must be agreed upon in advance by his/her superior.

Despite the fact that the letters "AVA" stand for the words "Additional Vacation Allowance", the so-called AVA days shall in no event be added to vacations or used in a group as a vacation period.

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

D. An employee who is not released from duty by order of his/her superior on one of the stated holidays and who nevertheless absents himself/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.

E. An employee, in service thirty (30) days or more, whose regular day off occurs on one of the stated holidays may elect to receive credit for an AVA day rather than eight (8) hours holiday pay,

whether or not he/she is required to work on that day, if he/she is eligible under paragraph (C). The provisions of this paragraph shall not be applicable to any hourly paid employee who is required to work on Lincoln's Birthday.

F. When an employee's vacation period includes one or more of the stated holidays with pay, he/she may elect to retain such day or days as AVA allowance, whether the holiday falls on a scheduled working day or on a regular day off, if he/she is eligible under paragraph (C), but to make such election he/she must give written notice thereof before the commencement of his/her vacation period. The provisions of this paragraph shall not be applicable to any employee who is required to work on Lincoln's Birthday.

G. None of the foregoing provisions in this Section shall be applicable in respect to any of the stated holidays to any employee who may have been continuously absent from duty for thirty days or more, except for absence during paid vacation immediately preceding such holiday. An employee who has performed no work for the Transit Authority during a period of thirty days or more, except for absence during paid vacation immediately preceding a holiday shall not receive any pay for the holiday or be allowed another day off in lieu thereof.

H. Whenever, under the provisions of this Section, 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.

I. An employee, in service less than thirty days, will receive no pay for any of the holidays above mentioned if not required to work on that holiday, but if required to work on any of the said holidays, he/she will be paid at the rate of time and one-half for his/her work on that day. Veterans (as defined in Section 63 of the Public Officers Law), however, shall be paid for Memorial Day and Veterans Day, regardless of the length of their service.

J. The Transit Authority shall grant, each January 1, a personal leave day to all employees, on condition that the Transit Authority may limit the number of employees who may be off from work on any one day. The Transit Authority may issue reasonable regulations regarding the use of such personal leave day. However, new employees shall not receive a personal leave day until the January 1st following the completion of one year of service.

# SECTION 2.6 - SICK LEAVE

A. Subject to the limitations hereinafter set forth, the Transit Authority will grant to every employee who shall have been in its employ for at least one year, sick leave with pay on each working day when he/she is unfit for work on account of illness, up to a total in any one year of twelve days plus the number of days remaining in the employee's bank from previous years.

B. Subject to the limitations hereinafter set forth, the Transit Authority will grant to every employee in its employ less than one year, sick leave with pay on each working day when such employee is

unfit for work on account of illness, up to a total of one day per calendar month during which, or the major part of which, the employee shall have been in such employ, except that an employee hired on or after April 29, 1988 will not receive any sick leave with pay for the first day of absence for any sick leave instances during the first year of employment.

C. The term "year" as used in this Section, shall mean a period of twelve months beginning on the first day of May and ending on the following thirtieth day of April.

D. For the purpose of this Section, an employee shall not be deemed to have been in the employ of the Board of Transportation or the Transit Authority during a period of leave of absence without pay except where such leave of absence shall have been for ordered military duty.

E. For any day on which sick leave with pay is granted to an employee, the pay to be allowed him/her shall be the same as if he/she had worked in accordance with his/her regular work schedule for that particular day, as such schedule stood at the time of the commencement of his/her illness, but the term "regular work schedule" shall not be deemed to include any overtime work which may have been planned ahead, except where it is part of a scheduled run for a Train Operator, Conductor or Bus Operator. The term "regular work schedule" shall include the thirty-minute lunch period allowance granted to Transit Property Protection Agents and the ten-minute reporting allowance granted to Tower Operators, Road Car Inspectors, Emergency Light Maintainers and Mechanical Maintainers "B" entitled to same under Article III or IV. If a Train Operator, Conductor or Bus Operator who has a regular run is permitted, by pick or otherwise, to take on any extra work in addition to his/her regular run, such extra work, even if arranged for in advance, shall not, for the purpose of this Section, be considered as part of his/her regular work schedule. Where a Train Operator, Conductor or Bus Operator has elected to cover the board or serve as an extra, his/her schedule shall be deemed to call for eight hours work per day, except where a run in excess of eight hours has been assigned to him/her in advance for a particular day, in which event such run shall be deemed to be his/her regular work schedule for that particular day. For each day of sick leave, a Bus Operator who is an "extra list" operator, shall be paid at his/her regular rate of pay, a number of hours equal to the average number of paid hours per day in all regular runs on the schedules in effect for the division to which he/she is assigned at the time he/she is on sick leave.

F. Sick leave shall not run concurrently with vacation and will not be granted in respect to any of the ten (10) holidays specified in Section 2.5 or in respect of any day which is the employee's regular day off.

G. 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 Transit 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 Transit Authority through the applicant's appropriate superior. If the application is for more than two (2) days, it must comply with the provisions of subdivision (I) of this Section.

H. No sick leave will be granted for illness due to indulgence in alcoholic beverages or narcotics except to the extent that if an employee is enrolled in an alcohol or drug/controlled substance rehabilitation program and a medical determination has been made that the employee is unfit for work, such period of time, if properly documented, may be charged to the employee's sick leave balance.

I. The burden of establishing that he/she was actually unfit for work on account of illness shall be upon the employee. Every application for sick leave, whether with or without pay, for more than two days, must be accompanied by medical proof satisfactory to the Transit Authority and upon a form to be furnished by the Transit Authority, setting forth the nature of the employee's illness and certifying that by reason of such illness the employee was unable to perform his/her duties for the period of the absence. This paragraph will not in any way relieve the employee from complying with subdivisions K and L of this Section, as well as subdivision (c) of Rule 5 of the Transit Authority's Rules and Regulations.

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

K. If a representative of the Transit 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.

L. When an employee is out sick and is visited by a doctor of the Transit Authority who finds the employee able to work, there will be no deduction made for that day in the current pay period but the Transit Authority may deny payment after review and deduct pay for such day in a subsequent pay period. When Transit Authority physicians visit employees at their homes, they will display identification as Authority physicians.

M. No sick leave with pay will be granted for less than one-quarter of a day at a time. An employee who under this Section is not entitled to sick leave with pay for the first working day in any period of leave of absence for illness and who works part of his/her scheduled tour of duty, but, because of such illness, does not work the balance thereof, and continues absent because of such illness beyond the start of

his/her next regularly scheduled tour of duty, shall be granted sick leave with pay for that part of the second day of such absence which follows the equivalent time at which he/she ceased work on the day on which he/she became ill. In the event that a paid absence of less than one full day is to be charged against unused sick leave allowances, the following table of computation shall be used:

One-fourth (1/4) of a day if he/she was on duty more than 5 hours on the day during which his/her services were interrupted by illness;

One-half (1/2) of a day if he/she was on duty more than 3 hours but not more than 5 hours on such day;

Three-fourths (3/4) of a day if he/she was on duty as much as 1 hour, but not more than 3 hours, on such day;

One (1) full day if he/she was on duty less than 1 hour on such day.

If his/her work schedule on such day includes a paid meal period and he/she worked all of that part of his/her tour of duty which precedes his/her scheduled meal period, or all of that part of his/her tour of duty which follows his/her scheduled meal period, the meal period will be treated as time on duty in determining the charge to be made against his/her sick leave allowance.

N. An employee who is found to be in violation of the rules set forth in Section 2.6 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.

O. 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, except as permitted by Section 2.7 (B).

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

Q. In addition to the sick leave required by Section 16-a of the Rapid Transit Law, the following additional sick leave shall be provided to each employee at sixty percent (60%) of what the employee would have been paid if he/she had worked in accordance with his/her regular schedule, subject to the terms and conditions hereinafter set forth:

Additional Days Per Sick Leave Year\*

Employees with less than 4 years of service at the beginning of the sick leave year .....0

Employees with service from 14 years up to but not including 20 years at the beginning of the sick leave year:.....60

\*Unless otherwise indicated, a "year" is defined as the period between May 1 and April 30.

R. The additional sick leave days required under subsection (Q) shall not be accumulative from year to year but shall be available to the covered employees in each year. The additional days shall not be available to an employee unless he/she is absent for illness for nine (9) or more consecutive working days, in which event the employee shall receive pay to the extent provided in subsection (Q) above from the first day for which the Transit Authority is not required to pay him/her under Section 16-a of the Rapid Transit Law.

S. To be eligible to receive the additional days of sick leave on a sixty per cent (60%) payment basis provided by subsection (Q) above, during any sick leave year the employee must be eligible for an allowance of twelve (12) days of sick leave pay in said sick leave year under this Section.

T. An employee who has exhausted all his/her sick leave allowances at full pay, may elect subject to the approval of the head of his/her department to use any current vacation or accrued AVA days to which he/she may be entitled, in their entirety, before making application for sick leave at the sixty percent (60%) payment basis. If such absence is expected to continue beyond the end of the vacation year, the employee's leave of absence with pay for illness shall be interrupted for a sufficient number of days so that he/she may be paid for any remaining current vacation before the expiration of the vacation year. The employee must provide adequate medical evidence to show that the entire period of absence including vacation and AVA days used under this subsection was the result of one continuous absence.

U. The following sick leave control procedures shall be effective April 29, 1988. Only instances occurring on or after May 1, 1988 shall be considered instances for the purposes of subsections 1, 2 and 3 below.

1) An employee having five (5) unsubstantiated instances of sick leave absences in any running one year period will be counseled by his/her supervisor, at which time he/she will be advised and

instructed to improve his/her sick leave record. The employee shall be paid for the time he/she is counseled and may have a union representative present if he/she requests one.

2) Upon the sixth (6) unsubstantiated instance of sick leave absence in any running one year period, he/she will be placed on the Sick Leave Control List and be so notified with a copy to his/her union representative. The employee shall be required to acknowledge in writing receipt of the notification that he/she is on the Sick Leave Control List.

3) An employee having a recent pattern of one or two day absences, with less than one half (1/2) of his possible sick leave balance in the bank, will be counseled by his/her supervisor. The employee will be advised and instructed to improve his/her sick leave record. Should such patterned absences continue the employee will be placed on the Sick Leave Control List.

4) An employee who is placed on the Sick Leave Control List must provide medical documentation for all sick leave absences including unpaid absences, regardless of duration. Failure to do so will be cause for loss of pay, if the employee would be normally entitled to same, and may be cause for disciplinary action. Employees hired on or after April 29, 1988 who at any time are on the Sick Leave Control List will not be granted sick leave with pay for the first (1st) day of any sick leave instances while on such list.

5) Each Department must furnish daily to Absentee Control a list of all employees who are on the Sick Leave Control List and have reported sick.

6) The record of each employee on the Sick Leave Control List will be reviewed every six (6) months starting with the date the employee is placed on the Sick Leave Control List. If on the six (6) month review, the employee has two (2) or less sick leave instances during the previous six (6) months or four (4) or less sick leave instances during the previous twelve (12) months, his/her name will be removed.

7) In the event the employee was absent more than two (2) times during the six (6) month period or more than four (4) times during the twelve (12) month period, he/she will remain on the Sick Leave Control List and may be subject to appropriate disciplinary action.

8) A notice will be sent to all employees who have been removed from the Sick Leave Control List, with a copy to his/her Union Representative.

- V. Effective March 1, 2000 the following provisions will apply:
  - 1. Employees with ten or more years of service will be paid a non-pensionable lump sum payment upon voluntary separation or retirement from the Transit Authority.

- 2. To be eligible for the payment employees must have a minimum of half of their potential sick leave bank at the time of voluntary separation or retirement.
- 3. Payment will be made for half of the remaining sick leave balance at the rate in effect on the date of separation except that eligible Transit employees who have at least seventy percent (70%) of their potential sick leave balance at the time of voluntary separation or retirement from the Transit Authority will receive payment for sixty percent (60%) percent of said sick leave balance.
- 4. For the purposes of this non-pensionable lump sum payment, "employee" includes deceased employees provided that they otherwise were eligible and they were in active status at the time of death.

### SECTION 2.7 - INJURY ON DUTY

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

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

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 Transit Authority's designated physician. Should he/she at any time after the Transit Authority's determination to grant any allowance under the provisions of this Section, refuse to submit to examination by said Medical Department or if, upon examination he/she is adjudged by such designated physician 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 Section, 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. If, as a result of an injury sustained in the course of his/her employment, an employee is adjudged by the Transit Authority's designated physician to be disqualified for the work of his/her own position but qualified for lighter work in another position, and if he/she is assigned to and performs such lighter work he/she will be paid in accordance with Section 2.16. The amount of any Workers' Compensation payable for the period or any part of the period during which he/she so works will be deducted from his/her pay for the work.

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

No differential pay shall be granted:

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

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

3) If the employee failed to report for any work within title when directed that they are medically qualified to perform.

4) If the employee does not give due notice of the accident or does not report to the Authority's designated physician(s) for examination or re-examination when told to do so. This provision shall not be used to require an employee to report for examination at unreasonable times and frequency.

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 Transit 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 Director of Workers' Compensation of the Transit 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 Director of the System Safety Department of the Transit Authority, the Medical Department of the Transit Authority, and any other bureau or department of the Transit Authority to furnish in writing to the said Director of Workers' Compensation of the Transit Authority's Compensation Bureau such facts and information as he/she may deem necessary to properly make such certification. The Director of Workers' Compensation of the Compensation Bureau or his/her designee may call for such facts and information and head of the System Safety Department, the Medical Department of the Transit Authority, and all other bureaus and departments of the Transit Authority are hereby directed to furnish the facts and information so called for by said Director of Workers' Compensation of the Compensation Bureau or his/her designee.

Following certification of the above, the Director of Workers' Compensation 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.

B1. An employee absent because of disability which he/she claims to be service-connected and who has accrued sick leave or vacation time will, on request, be granted eight hours pay for each work day absent beginning with the eleventh consecutive work day of absence. Such payments which will be made currently as a regular pay check, will be charged against the employee's accrued sick leave and vacation time, and will continue until such accrued time has been exhausted or until the employee returns to work whichever comes first.

B2. In the event that the employee's Workers' Compensation claim is not controverted by the Transit Authority, or is upheld and an award made to the employee by the Workers' Compensation Board, the amount of payment made pursuant to (1) above will be a charge against the award and a number of days equivalent to that amount charged against the award shall be restored to the employee's sick leave and/or vacation bank.

B3. The payments from accrued sick leave and vacation time herein provided for are intended only as a convenience for the employee and in no way affect the employee's claim for differential pay, which claim will be processed pursuant to and be governed, as heretofore, by the provisions of Section 2.7 A.

B4. If experience shows that there has been an excessive abuse of this benefit, the Transit Authority may bring the matter to the Impartial Arbitrator, who shall have the authority to determine an appropriate remedy, including revision of this subsection.

C. The Union agrees that if the Authority's costs associated with injuries on duty rise, the Union will use best efforts to negotiate controls on such costs.

# SECTION 2.8 - JURY DUTY

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

Β. Pay for such leave of absence for an hourly paid employee shall be the same as if he/she had worked in accordance with his/her regular work schedule for each day included in such leave of absence. The term "regular work schedule" shall not be deemed to include any overtime work which may have been planned ahead except where it is part of a scheduled run for a Train Operator, Conductor or Bus Operator. It shall also include the thirty-minute lunch period allowance granted to Transit Property Protection Agents as well as the ten-minute reporting allowance granted to Tower Operators, Road Car Inspector, Emergency Light Maintainers, and Mechanical Maintainers "B" who are entitled to same under Article III or IV. If a Train Operator, Conductor, Bus Operator or Railroad Clerk who has a regular run is permitted by pick or otherwise, to take on any extra work in addition to his/her regular run, such extra work, even if arranged for in advance, shall not, for the purpose of this Section, be considered as part of his/her regular work schedule. Where a Train Operator, Conductor, Bus Operator or Railroad Clerk has elected to cover the board or serve as an extra, his/her schedule shall be deemed to call for eight (8) hours work per day, except where a run in excess of eight (8) hours has been assigned to him/her in advance for a particular day in which event such run shall be deemed to be his/her regular work schedule for that particular day.

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

D. 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 City and State Courts, but shall not include travel allowance of other courts.

E. When an employee is required to be on Jury Duty, his/her Schedule Days Off shall be changed to Saturday and Sunday during the period of time he/she is on Jury Duty. In all other respects the controls and administration of Jury Duty shall continue.

### SECTION 2.9 - LEAVES OF ABSENCE WITH PAY

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

### B. STATE OR NATIONAL CONVENTIONS OF VETERANS' ORGANIZATIONS

1) Leave of absence with pay in accordance with the rules and regulations set forth herein will be granted to an employee who is a member of any of the following named veterans' organizations and who has been designated as an official delegate to attend a state or national convention or encampment of such organization customarily held in the summer and fall of each year, commonly referred to as an annual convention: The Army and Navy Union of the United States of America, United Spanish War Veterans, Veterans of Foreign Wars of the United States, American Legion, Disabled American Veterans of the World War, Army and Navy Legion of Valor of the United States, Jewish War Veterans of the United States, Military Order of the Purple Heart, Catholic War Veterans, Italian War Veterans, Legion of Guardsmen, American Veterans of World War II (AM-VETS), Reserve Officers Association of the United States, Military Chaplains Association of the United States, Association of the United States Army, and other organizations composed of veterans of wars in which the United States has participated.

2) Leave of absence with pay will be granted for the period of attendance at such state or national convention or encampment, including normal traveling time by rail to and from same provided the employee obtain and, upon his/her return, files with the Transit Authority, through his/her department head, a certificate by the Secretary or other authorized official of the organization certifying that such employee was duly designated as an official delegate to said convention or encampment and as such delegate, was in attendance thereat for the specific period of time allowed, and further provided that such leave of absence may be granted without impairing the essential services of the transit system.

3) Leave of absence will not be granted where the employee desires to attend such convention in a capacity other than that of official delegate thereto.

4) An employee who is a member of more than one of said organizations shall be entitled to leave of absence as aforesaid to attend the state or national convention or encampment of only one such organization, to be designated by him/her.

5) Employees engaged in the operation of the New York City Transit System desiring such leave of absence must make application therefor on the proper form at least two (2) weeks in advance of the time when such leave is to take effect.

## SECTION 2.10 - LEAVE OF ABSENCE FOR DEATH IN FAMILY

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

## SECTION 2.11 - LEAVES OF ABSENCE WITHOUT PAY

A. Leaves of absence without pay for personal business not exceeding ninety (90) calendar days, may be granted to employees by the department head. No such leave of absence without pay shall be granted to any employee without written application therefor by or on behalf of the employee. Additional leaves of absence without pay in excess of the ninety (90) day period may be granted by the appropriate Vice President upon recommendation of the department head. An employee absent without leave will be subject to disciplinary action which may result in his/her removal. An employee absent without leave for five consecutive calendar days shall be presumed to have abandoned his/her position and charges will be brought for his/her dismissal from the service of the Transit Authority. An employee who has been continuously absent from work for a period of time commencing in one sick leave year and continuing until two months prior to the expiration of the next sick leave year shall not be granted any further leaves of absence, unless, as a condition thereof, he/she agrees in writing to waive any right or claim to sick leave allowance or other pay during his/her continued absence beyond the end of the latter sick leave year.

B. Leaves of absence without pay for Union duty may be granted for periods extending up to one year in duration to an employee who will perform such duty with the respective Union on the property, provided that if any such employee wishes to return to active employment with the Transit Authority prior to expiration of his/her leave of absence without pay, his/her department shall send notice of the cancellation of his/her leave to the Personnel Department of the Transit Authority for appropriate calendar action.

SECTION 2.12 - LEAVES OF ABSENCE NOT TO BE GRANTED TO PERFORM WORK

#### OUTSIDE THE TRANSIT AUTHORITY'S EMPLOYMENT

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

#### SECTION 2.13 - PAYMENT FOR TIME ATTENDING HEARINGS OR INVESTIGATIONS

When an employee is required by direction of the Transit Authority to report to court, or to the Claim or Law Department, or to attend as a witness at a trial, hearing or investigation, excepting a hearing or departmental investigation in regard to his/her own malfeasance or neglect of duty, he/she will be allowed pay as follows:

A. If, on his/her regular day off, he/she shall be allowed time and one-half for the actual time of attendance but shall receive a minimum of twelve (12) hours pay for such day, provided that he/she has worked on every other day of his/her regular work week. For the purposes of this paragraph, paid absences, except sick leave, such as vacations; A.V.A. days; attendance at Court; official excused absence for Union business without pay accompanied by proper certification from the Union, shall be considered as time worked. If he/she has not worked on every other day of his/her regular work week, he/she shall be paid for such attendance as though he/she were working on one of his/her regular work days.

B. If, during his/her regular working hours, or during a period partly within and partly outside of his/her regular working hours, his/her regular pay for a full day's work, to cover his/her services as a witness and his/her services in completing his/her regular assignment of work or performing other work, except that if he/she is held altogether for a greater length of time than the number of hours of work in his/her regular working day, he/she will be paid for such excess time at his/her regular rate of pay. However, if an employee is required to report to the Torts Department during a period outside of his/her regular working hours, he/she will be granted three (3) hours pay at his/her regular rate of pay for the time he/she is held. Such employee will be paid an additional one (1) hour travel time, in each direction, at his/her regular rate of pay.

C. If during a Bus Operator's time off in a swing period between the two parts of a swing run or trick, after he/she has worked the first part thereof, he/she will be paid his/her regular rate of pay for the actual time of his/her attendance during such swing period, including travel time from the depot or point of release to the location of the hearing and return to the depot or point where he/she is scheduled to resume his/her run. The time so allowed shall be the scheduled operating time between the respective points.

D. If, during his/her time off, but not on his/her regular day off, he/she will not be paid for the time spent in reporting or attending, but in lieu thereof will be excused, with pay, from his/her preceding or next regular assignment of duty, except that in a case where he/she is required to report or attend, other than in court, immediately following his/her regular working hours or within two (2) hours immediately preceding the same, he/she will be paid at his/her regular rate of pay for the time he/she is actually held either before or immediately following his/her working hours and will not be excused from his/her preceding or next regular assignment. If an employee is required to report to the Torts Department immediately following his/her regular working hours or within two (2) hours immediately following his/her regular assignment. If an employee is required to report to the Torts Department immediately following his/her (3) hours pay at his/her regular rate of pay for the time he/she is held. Such employee will be paid an additional one (1) hour travel time, in each direction, at his/her regular rate of pay.

E. An employee ordered to report to Court or to the Claim or Law Department in the morning and detained until after 12 o'clock Noon, will be given \$3.00 for his/her lunch, either in the form of a meal ticket or in cash.

F. When an employee is required to attend a departmental hearing or investigation, a properly designated Union representative will be permitted to be present as an observer. The Union agrees that such representative will in no way impede or interfere with the hearing or investigation.

# SECTION 2.14 - PAYMENT FOR TIME CONSUMED FOR PHYSICAL EXAMINATIONS

A. When an employee on duty or reporting for duty is ordered by his/her superior to report to the Transit Authority's Medical Department for physical examination and is pronounced fit for duty and given a "Return to Duty" slip by a physician of such department, no deduction from such employee's pay shall be made for the time necessarily consumed in compliance with such order; neither shall an employee lose any pay for attending a hearing at the Workers' Compensation Board, if such hearing is held during his/her tour of duty, and such hearing is held because of injury to himself, but not as a witness, provided, however, that such employee obtains an attendance slip from the Transit Authority attorney which sets forth the time of arrival and time of departure from such hearing.

B. Employees required to report to the Transit Authority's Medical Department for physical examination outside their tour of duty will be allowed pay at the regular rate of pay for three and one-half (3-1/2) hours. Employees required to attend hearings at the Worker's Compensation Board because of injuries to themselves but not as witnesses, outside their tour of duty, will be allowed pay at their regular rate of pay for three (3) hours.

C. If required to report for such examination while on duty, no deduction shall be made from an employee's pay for the time necessarily consumed in undergoing such examination.

D. No employee shall be required to report for such examination on his/her regular day off or during vacation.

E. An employee who has been injured in the course of his/her employment and who is required to report to the Transit Authority's Medical Department during his/her time off between two tours of duty will be allowed three and one-half (3-1/2) hours time at his/her regular rate of pay for so reporting.

F. An employee absent from duty for more than twenty-one (21) consecutive days on account of illness or injury, or absent for any other reason for more than sixty (60) days, will not be allowed to return to duty until he/she obtains and presents to his/her superior a certificate from the Transit Authority's Medical Department that he/she is fit for duty. No allowance will be made for the time required to obtain such certificate.

G. An employee will be given at least forty-eight (48) hours notice of any required periodic physical examination.

## SECTION 2.15 - PAYMENT FOR ATTENDANCE AT CIVIL SERVICE EXAMINATIONS

No permanent employee of the Transit Authority shall lose pay for time attending a promotion examination for a City Civil Service title which appears on the payroll of the Transit Authority; nor shall an employee whether a permanent employee or a provisional employee with one year or more of service, lose pay for time attending an open-competitive examination held exclusively to fill a Civil Service title within the New York City Transit Authority. If such examination is held within eight (8) hours after the end of the tour of duty of an employee whose application for the examination has been accepted by the City Department of Personnel, the employee shall be excused with pay from such tour of duty.

Employees reporting outside of their regular tours of duty for medical examinations required as part of a City Department of Personnel promotion examination to a title which appears on the payroll of the Transit Authority, shall be allowed three and one-half (3-1/2) hours pay at their regular rate of pay.

## SECTION 2.16 - PHYSICAL DISABILITY

A1. Subject to approval of the City Personnel Director, a permanent employee who is adjudged by the Transit Authority's Medical Department to be disabled from performing the full duties of his/her position but able to perform the work of another position or light duty in his/her own position, will generally, but subject to the exercise of discretion by the Transit Authority, be assigned to such other work, if available, during the period of such disability.

a. If the employee is performing light duty in his/her own position, he/she shall continue to receive the same rate of pay as though he/she were performing full duty in his/her own position.

b. (i) If an employee, who has completed ten (10) or more years of service at the time of his physical disqualification is performing the work of another title, he/she shall continue to be paid the maximum rate of pay for the title he/she was assigned to at the time of injury. The employee shall receive any subsequent salary raises that he/she would have received had he/she remained in the regular service of the title to which he/she was assigned to at the time of injury.

(ii) If the employee who, as a result of an injury sustained in the course of his/her employment, has completed less than ten (10) years of service at the time of his physical disqualification, is performing the work of another title, he/she shall receive the same rate of pay which he/she was receiving at the time of disablement or the minimum rate of pay for such other title, whichever is greater. Should the employee continue to perform the work of such other title, he/she shall receive not less than the rate of pay appropriate to the length of time he/she shall have performed work of such other title, subsequent to his/her disqualification from the work of his/her own title.

(iii) If an employee who, as a result of a physical condition resulting from a cause other than an injury sustained in the course of his/her employment, has completed less than ten (10) years of service at the time of his physical disqualification, is performing the work of another title, he/she shall receive the highest standard rate established for that title which is not above the minimum rate of pay for his original title. Should the employee continue to perform the work of such other title, he/she shall receive not less than the rate of pay appropriate to the length of time he/she shall have performed work of such other title, subsequent to his/her disqualification from the work of his/her own title.

A2. The determination that any employee is disabled from performing the full duties of his/her position shall be within the exclusive determination of the Transit Authority, on the advice of its Medical Department, whose findings shall be final and binding and not subject to review or arbitration (except as explicitly provided for in Section 2.1 of this Agreement).

B. The Transit Authority's Medical Department in reporting an employee to be physically disqualified for the performance of the full duties of his/her title, shall specify whether the physical disqualification is temporary or permanent, and shall periodically re-examine each employee who shall have been adjudged to be thus temporarily or permanently disqualified, and when it is found (1) that such an employee is able to return to the full duties of his/her title, or (2) that a determination of temporary disqualification, should be changed to one of permanent disqualification, shall make the immediate report thereof to the Transit Authority, provided, however, that when an employee has remained physically disqualified for the performance of the full duties of his/her title for a period of a full year, he/she shall be deemed to be permanently disqualified therefor until the Transit Authority's Medical Department shall adjudge him/her qualified.

C. If and when the Transit Authority's Medical Department shall certify that a permanent employee, previously disqualified by physical disability from performing the duties of his/her position, is able to return to those duties, he/she will be reassigned thereto with the same preference status which he/she held at the time of his/her disqualification.

D. Any employee who has been disqualified by the Division of Medical Services or a medical consultant utilized by the Authority and who disputes the medical findings of the examining consultant, shall have the right to utilize the provisions of Section 2.1.

E. The provisions of this Section are not intended to detract from or conflict with any right of an employee to any disability pension or allowance under any law relating to the New York City Employees' Retirement System. These provisions shall not be applicable, however, to any employee who is granted any such disability pension or allowance.

## SECTION 2.17 - EMERGENCY WORK

A. If an employee is required to report back for emergency work after being released upon the completion of his/her regular tour of duty and before the commencement of his/her next regular tour of duty, he/she will be paid as follows:

1) If he/she shall have been ordered to and does report to his/her headquarters by telephone, he/she will be allowed one and one-half (1 1/2) hours time at his/her regular rate of pay for each required report, if he/she is not, as a result of such telephone report, ordered to report in person.

2) If he/she shall have been ordered to and does report in person to the place where he/she is directed to report, he/she will be allowed three (3) hours time at his/her regular rate of pay for so reporting, but shall not be entitled to the allowance set forth in paragraph 1) above.

3) For all emergency work performed outside of his/her regular working time, he/she will be allowed time and one-half at his/her regular rate of pay, in addition to the allowance under paragraph2) above and, in addition, to any allowance to which he/she may be entitled under paragraph 1) above.

4) If he/she is put to work more than four (4) hours prior to the commencement of his/her next regular tour of duty or if, after being put to work, he/she is not held through until the commencement of his/her next regular tour of duty, his/her total pay for the emergency work performed outside of his/her regular working time, including overtime and allowances under paragraphs 1) and 2 above, shall be at least eight (8) hours pay at his/her regular hourly rate. If, after reporting in person pursuant to orders, he/she is not put to work at all, he/she shall receive his/her regular rate of pay for six (6) hours in lieu of the allowance provided for in paragraph 2 above.

B. An employee who is held over after the completion of his/her regular tour of duty for the performance of emergency work shall be paid at the rate of time and one-half for the time during which he/she is so held.

C. An employee engaged in emergency work outside of his/her regularly scheduled working time will be given a meal allowance of three (\$3) dollars in cash, for each five hours during which he/she is so engaged, provided, however, that an employee held over for emergency work after the completion of his/her regularly scheduled tour of duty will be given such a meal allowance at the completion of his/her regularly scheduled tour of duty, provided he/she is to be required to perform such work or duty for a period of at least two (2) hours. Employees, without deduction of pay, will be allowed time to eat permitted meals at times consistent with the requirements of the work.

D. If, as a result of emergency work, an employee is required to work six (6) hours or more between the completion of his/her regularly scheduled tour of duty and the commencement of his/her next regularly scheduled tour of duty, and at such time or times as to prevent him/her from having eight (8) consecutive hours off duty at any time between the two regularly scheduled tours of duty, he/she shall be excused with pay from such part of his/her said next regularly scheduled tour of duty as may follow the completion of the emergency work and as may be necessary in order that he/she may have eight (8) consecutive hours off duty between the time when he/she completed his/her emergency work, whether that be before or after the time of commencement of his/her said next regularly scheduled tour of duty, and the time when he/she shall thereafter report back for work; except that if the time when he/she would thus report back for work should be within four (4) hours of the time scheduled for the completion of his/her said next regularly scheduled tour of duty, he/she shall be excused with pay from all of the said next regularly scheduled tour of duty. Notwithstanding the foregoing, if an employee, upon completing a regularly scheduled tour of duty, leaves the premises without having any reason to believe that he/she may be called out for emergency work before the commencement of his/her next regularly scheduled tour of duty, but is called out and performs emergency work for six (6) or more consecutive hours prior to the time scheduled for the commencement of his/her next tour of duty, his/her superior, if convinced that such employee has had insufficient sleep and is unfit for work, shall have the discretion to excuse him/her with pay from part or all of said next regularly scheduled tour of duty, irrespective of whether or not the employee may have had eight (8) consecutive hours off duty before being called out for such emergency work. If an employee is definitely entitled under the foregoing provision to be excused with pay from part or all of his/her next regularly scheduled tour of duty following the performance of emergency work, but is not so excused, he/she shall be allowed time off with pay from a subsequent tour of duty for the length of time for which he/she should have been so excused, but the day on which he/she is to be allowed such time off shall be determined by advance agreement with his/her superior.

E. If a stretch of emergency work commences prior to the beginning of an employee's scheduled day off and continues into such day off for not more than two hours, it shall be treated as though it had all been performed on the day when it commenced. If it continues into such scheduled day off, it shall be treated as though it had all been performed on such more than two hours before the beginning of such day off, it shall be treated as though it had all been performed on such day off. If it commences more than two hours before the beginning of the scheduled day off and continues into such day off for more than two hours, then the work on each day shall be treated as having been performed on the day when it actually was performed and shall not be treated as having been performed entirely on one day or the other. If after more than two (2) hours of emergency work performed and treated as performed in the early part of his/her scheduled day off, an employee is released from duty and allowed to go home and later is brought back again for work on the same day off, he/she shall be paid at the rate of time and one-half (1-1/2) for all work performed after thus being brought back, in addition to receiving a minimum of one and one-half (1-1/2) times a full day's pay for the work treated as performed in the early part of the day.

An employee's scheduled day off shall commence eight (8) hours after the time scheduled for the completion of his/her last scheduled tour of duty preceding the day off and shall continue for twenty-four (24) hours, except that when an employee has two (2) consecutive scheduled days off, the second day off shall consist of the twenty-four (24) hours immediately following the end of the first day off.

F. The term "emergency work" as used in the foregoing subsections, shall be deemed to include any work which an employee is required to perform outside of his/her scheduled working hours, except extra trips and "specials" and work made necessary by the failure of another employee to report for duty and except work which is planned ahead, provided, however, that even where overtime work is planned ahead, if an employee, immediately following completion of his/her regular full day's work, is held over for a longer period than four (4) hours in order to finish a particular job, the overtime work in excess of four (4) hours will be considered as "emergency work" when it is not made necessary by the failure of another employee to report for duty. In cases where overtime work in excess of four (4) hours immediately following a scheduled tour of duty is to be treated as "emergency work", the first meal allowance will come after the expiration of the first four (4) hours of overtime and the employee will be entitled to another meal allowance for every five (5) hours of work thereafter. Work will not be considered as planned ahead unless notice thereof is either given to the employee himself/herself or posted at his/her headquarters at or before the time scheduled for the end of the employee's regular tour of duty next preceding his/her regular tour of duty which is followed by the overtime work, except that where the overtime work commences only four (4) hours or less before the time scheduled for the beginning of one of his/her regular tours of duty it will be considered as planned ahead if notice thereof is either given to the employee himself/herself or posted at his/her headquarters at or before the time scheduled for the end of his/her last regular tour of duty immediately preceding the overtime work.

G. When an employee, after being released from work and allowed to go home following the completion of a regularly scheduled tour of duty, is required to report back eight (8) hours, or more, before his/her next regularly scheduled tour of duty for emergency work made necessary by storm, flood, fire, accident or other catastrophe, he/she shall, if held on such emergency work continuously for a period of more than eight (8) hours extending into his/her regularly scheduled working time, be paid at the rate of time and one-half (1-1/2) for all of the time during which he/she is thus held continuously on such emergency work, including the portion thereof within his/her regular duties during the remaining portion of his/her scheduled working time. If, upon completion of such emergency work, he/she is required to resume his/her regular duties during the remaining portion of his/her scheduled working time.

## SECTION 2.18 - UNIFORMS

Where the Transit Authority requires an employee covered by this Agreement to be in uniform, the Transit Authority will supply such uniform.

#### SECTION 2.19 - MISCELLANEOUS PAYMENTS

A.1) During the period of this contract, the Transit Authority shall pay a sum computed at the rate of \$500.00 a year to each employee covered by the terms of this Agreement;

a. Who was on January 1, 1966 in the employ of the Transit Authority;

b. Who has been a member of the New York City Employees' Retirement System for a period of not less than five (5) years or who has been in the employ of the Transit Authority for not less than five (5) years;

c. Who receives a retirement allowance from the said Retirement System, effective on or after October 31, 1996; and

d. Who continued in the employ of the Transit Authority until age fifty-five (55) years or later, or is earlier retired from the employ of the Transit Authority by reason of disability. Such payment shall begin on the effective date of such employee's retirement from the said Retirement System, and shall be made in equal monthly installments (except that the first payment may be for a portion of a month) and shall continue only during the term of this Agreement, but in no event beyond the date of the employee's death.

2) Each retired employee who was entitled on October 30, 1996, to receive such \$500.00 payment pursuant to any preceding contract between the Transit Authority and the Union, shall continue to be paid such payments by the Transit Authority during the term of this Agreement, but in no event beyond the date of the employee's death.

3) Effective July 1, 1993, Transit Authority Tier 1 operating employees represented by the Union shall be covered by the presumed retirement death benefit paid by NYCERS pursuant to section 13-151 subdivision 4 of the Administrative Code. Section 13-151 subdivision 4 shall only be applicable to those presumed retirement death benefits for deaths of eligible employees occurring prior to July 1, 1993 if payment has not been made by the Transit Authority and the Transit Authority makes payment to the New York City Employees Retirement System directly for such benefit.

B. The Transit Authority will provide a \$50,000 payment to cover the death of an employee occurring as the result of an assault or robbery in the line of duty.

C. The Authority shall assume responsibility for contributions to the IRT voluntary relief fund for those employees/retirees heretofore making contributions to that fund.

D. The Authority agrees to provide pension supplementation as approved by the state legislature for NYCERS participants effective May 1, 1988 to those IRT/BMT pensioners who are not also receiving pensions from NYCERS.

## SECTION 2.20 - EMPLOYEE RECOGNITION PROGRAM

Employees assigned to the Employee Recognition Program will be compensated at their regular rate plus 25 percent only when performing work on the Employee Recognition Program and only for such time actually assigned to such work.

This additional payment is provided to fully compensate team members for all other additional expenses incurred as a result of the nature of the team's activities.

## SECTION 2.21 - JOINT LABOR - MANAGEMENT TRAINING COMMITTEE

The Transit Authority agrees to establish a Joint Labor Management Committee to deal with education and training issues. The Committee is to be staffed by an equal number of members appointed by the Authority and the Union.

The purpose of the Committee will be to discuss the following matters and jointly seek funding from sources outside the Transit Authority for the following items:

- a) Up-grade Training Program
- b) Career Counseling
- c) Literacy and language development
- d) Promotional procedures and promotional opportunities
- e) Employee orientation
- f) Educational opportunities

## ARTICLE III - RAPID TRANSIT

## SECTION 3.1 – TRAIN OPERATOR

### A. Hours of Work

1) The basic work day for Train Operators shall be eight (8) hours and all Train Operators who are ordered to and do report for duty on any day as ordered shall be entitled to at least eight (8) hours pay, provided they report on time and work their full runs or tricks or hold themselves available for and perform all such work as may be assigned to them. All Train Operators will be required to report for duty at least five (5) days in each payroll week.

2) Any Train Operator who has picked or has been assigned to a regularly scheduled assignment of work except "Specials", will be deemed to have finished his/her day's work upon the completion of such assignment and will receive at least eight (8) hours pay for the work, even though it be completed in less than eight (8) hours. In the event of delay in the completion of an assignment of work beyond the time scheduled therefor, no extra pay will be allowed on that account unless the total time worked is in excess of eight (8) hours.

3) At least two (2) days rest, without pay, in a calendar or payroll week shall be allowed to each Train Operator except in emergencies or when service requirements prevent it.

4) In each Division there will be a fixed quota of Train Operators who shall report for road service five (5) days per week, as may be ordered, and who shall receive the rates of pay for road service for every day they are ordered to and do report. These Train Operators, according to their preference status, may pick regularly scheduled runs or may elect to pick the extra list and take such runs as may be available. At any time when there is no run available for them they may be assigned to terminal or yard service, but each day of work on their part, regardless of the character of the work, will be treated for all purposes as road service. All other Train Operators in the Division will be regularly assigned to yard or terminal service and shall pick according to their preference status the scheduled yard and terminal tricks. Of these Train Operators such number as the Superintendent may determine shall, in the order of their preference status, be qualified for road service, to which class of work they may be assigned from time to time as occasion may require. These Train Operators shall receive rates of pay applicable to road service only on such days as they may be actually assigned to a run in road service.

5) When a Train Operator has picked a regular run or trick and after reporting therefor, through no fault of his/her own, is assigned to another run or trick instead, he/she shall be paid at least the time his/her original run or trick called for by schedule. If the time worked on such other run is more than the time scheduled for his/her regular assigned run, or if, on such other run, he/she clears after his/her regular clearing time, he/she shall in either case, be paid for the excess time under Section 3.1 B hereof, as overtime.

6) A Train Operator's reporting time shall be fixed by schedule sufficiently in advance of his/her leaving time on initial trip to enable him/her to properly prepare his/her train for service. A Train Operator shall be allowed by schedule sufficient time at the end of his/her run or trick to leave the train as he/she may be ordered to leave it and to remove his/her tools therefrom.

7) A Train Operator reporting late because of an unusual interruption of service on the New York City Transit System shall suffer no loss of time for time lost on that account, provided such interruption, as the cause of his/her lateness, is established to the satisfaction of his/her superior. A Train Operator who reports for duty late may lose part or all of his/her day's work and shall be paid only for time worked.

8) When a Train Operator assigned to a regularly scheduled run shall have completed such scheduled run at the terminal shown on the schedule as his/her point of clearance, he/she shall not be required to take his/her train to another terminal except in an emergency and in such event the time necessarily spent in taking his/her train to such other terminal and in promptly returning to the terminal at which he/she was scheduled to clear shall be treated as extra work performed after finishing his/her day's work. If, however, he/she should clear at such other terminal instead of returning to clear at the terminal at which he/she was scheduled to clear, only the time intervening between his/her scheduled clearing time and the time of his/her actual clearance at such other terminal shall be treated as time during which he/she performed extra work after finishing his/her day's work. In the event that because of a diversion of his/her train from its usual course, due to traffic conditions, a Train Operator is prevented from completing his/her scheduled run at the terminal shown on his/her schedule as his/her point of clearance and is required to leave his/her train at another point instead, he/she shall have the choice of clearing at such other point or clearing at the terminal where he/she was scheduled to clear. In order to exercise the latter choice, however, he/she must, after leaving his/her train, proceed without delay to the said terminal and, if he/she does so, the time necessarily spent in so doing will be treated as part of his/her working time. Irrespective of which choice he makes he/she will not be allowed more than eight (8) hours pay for the day unless his/her total working time during the day shall have been in excess of eight (8) hours.

9) A Train Operator ending his/her run at a terminal other than that at which the run started shall be paid for the time required for him/her to return to the starting terminal. The time so allowed shall be the scheduled operating time between the two terminals and for the purpose of computing overtime it shall be considered as actual working time.

A Train Operator ending his/her run in a yard or terminal other than his/her scheduled clearing location will be allowed a predetermined "deadhead" time to his/her scheduled clearing location which will include the allowable walking time from or to a yard and the nearest station.

An Extra List Train Operator ending his/her work assignment at a terminal other than that at which he/she originally reported shall be paid for the time required for him/her to return to the terminal where he/she originally reported.

The time so allowed shall be scheduled operating time between the two terminals and for the purpose of computing overtime, under Section 3.1 B hereof, it shall be considered as actual working time. However, he/she will not be allowed deadheading pay unless his total working time during the day shall have been in excess of eight (8) hours.

10) Train Operators who are required to remain on the premises of the New York City Transit System to prepare reports of unusual occurrences or accidents shall be allowed one (1) hour's pay at their regular rate. However, the boost time at the end of the run will be subtracted from the one (1) hour.

11) The spread of time off between two (2) tours of duty for Train Operators on the extra Extra List only shall be at least twelve (12) hours.

# B. Overtime

1) A Train Operator who is assigned to extra work after he/she has finished his/her regularly assigned day's work, or is required to work more than eight (8) hours in any day, will be allowed, for such excess service or overtime, time and one-half at his regular rate of pay, including waiting time up to 59 minutes, between the completion of his/her regularly assigned day's work and the start of the overtime work.

2) A Train Operator will not be required to abandon work during working hours to absorb overtime.

3) A Board Train Operator who on any day, after being held on duty for any length of time covering the board, is assigned to and works a full scheduled run or trick, commencing it and completing it, will be paid for the time of such run or trick a minimum of eight (8) hours pay and for all the time he/she was held on duty covering the board prior to being assigned to such run or trick he/she shall be paid at the rate of time and one-half.

4) The overtime control provisions set forth in Section 1.12 shall apply in full to the above Train Operators, except that District will be substituted for Responsibility Center in Section 1.12.

C. Snow Work

All employees who are required to work on snow work instead of their regularly assigned duties will receive pay at the rate of time and one-half for such work.

Such premium payments for snow duty shall be limited to situations where the employee actually performs such duty outside where there is snow on the ground and where such work would not be required but for the snow or icing conditions, except that under no circumstance shall snow pay premium payments be made for work if such payments would not have been made prior to March 31, 1985.

# D. Lunch Period

The schedule for every straight run, trick or job shall be written so as to provide for a thirty (30) minute lunch period as nearly as practicable between the third and sixth hours of work and no deduction of pay shall be made on account of such lunch period. If, for any reason, a Train Operator on a straight run, trick or job, is prevented, through no fault of his/her own, from having at least twenty (20) minutes for lunch within the period specified therefor in his/her schedule, he/she will be allowed one-half hour's extra pay at his/her regular hourly rate, provided the loss of lunch time is proved to the satisfaction of the Superintendent of his/her Division.

# E. Train Operators Performing More Than One Class of Service

Should a Train Operator be required to perform more than one (1) class of service within his/her title during his/her regular working day, he/she will be paid for all work performed by him/her during that working day at the rate of pay applicable in his/her case to the highest class of service so performed by him/her.

F. Payment for Work on Regular Day Off

1) An employee who is required to work on his/her regular day off in any payroll week, will be allowed time and one-half for his/her work on his regular day off and will be given at least eight (8) hours work.

2) An employee officially excused for Union business without pay, if required to work on his/her regular day off in that payroll week, will be paid for such work on his/her regular day off at the rate of time and one-half.

3) An employee who is required to report for training on one of his/her regular days off in any payroll week will be paid time and one-half for such day with a minimum of twelve (12) hours pay at his/her regular rate of pay.

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

G. Payment for Road Train Operator Assigned to Extra Trips or "Specials"

A Train Operator who has a regularly scheduled run will, if required to make extra trips in addition to such scheduled run, be allowed time and one-half for the time necessary to make such extra trip, and if the actual time required for such extra trips shall exceed one (1) hour he/she shall receive for the extra trips a minimum of four (4) hours pay at his/her regular rate.

For a "Special", any Train Operator, whether he/she has a regularly scheduled run or not, will be paid, including any overtime allowance, a minimum of four and one-half (4 1/2) hours pay at his/her regular rate.

#### H. Breaking in For Road and Yard Service

When a Train Operator regularly assigned to yard or terminal service is required to break in and qualify for road service, or when a Train Operator regularly assigned to road service on any line, section or division is transferred to and required to break in on another line, section or division, he/she shall be paid at his/her regular rate of pay for all time actually spent breaking in, except that when a Train Operator is transferred from one line to another as a result of his/her own pick of a run on such other line he/she shall not be paid for the time which he/she is required to spend breaking in on such other line but must break in on his/her own time without pay, unless he/she has not previously been qualified on that line, section or division or unless a major physical change has occurred on that line, section or division since he/she was previously qualified thereon.

When a Train Operator regularly assigned to yard service on any line, section or division is transferred to and required to break in on another line, section or division, he/she shall be paid at his/her regular rate of pay for all time actually spent breaking in, except that when he/she has been transferred from one line to another as a result of his/her own pick of a trick on such other line he/she shall not be paid for the time which he/she is required to spend breaking in on such other line, but must break in on his/her own time without pay unless he/she has not previously been qualified on that line, section or division or unless a major change has occurred on that line, section or division since he/she was previously qualified thereon.

In any case where a Train Operator is entitled to be paid for time spent in breaking in and is required to break in during a period outside of his/her regular hours, the time spent in so breaking in shall in no event be treated as overtime or paid for at other than the employee's regular rate of pay for the time actually and necessarily spent.

Any Train Operator who is assigned to "break in" another Train Operator for road or yard service on any line shall receive an extra time allowance of two (2) hours at his/her regular rate of pay on each day that he/she is so assigned.

#### I. Annual or Periodic Instructions

1) Train Operators ordered to report while off duty for annual periodic instructions shall be allowed three (3) hours time therefor at their regular rate of pay.

2) Any employee ordered to attend schooling or instructions outside of, and in addition to, his/her regularly scheduled working hours on any day shall be allowed for such attendance time and one-half at his/her regular rate of pay, except that when an employee, because of errors or dereliction in the performance of his/her duties, is required by the Transit Authority, in disciplinary proceedings to report for schooling or instructions, he/she shall receive no allowance of pay therefor.

### J. Posting New Work Programs

When a new work program is to be put into effect, the selection of runs must be completed and the new work program posted, if possible, at least five (5) days before the effective date of the work program. Only a Train Operator assigned to the line on which the new work program is to be put into effect shall be entitled to pick on such new work program, except that if, after all employees assigned to the line have made their picks, there are any runs left over, those runs will be assigned in accordance with the provisions of Section 3.1 K.

### K. Picks of Runs, Tours of Duty and Vacations

Picks of runs, tours of duty and vacations in each classification of work shall be governed as follows:

1) Participation in a pick of runs, tours of duty or vacations in any of the following units, to wit, Division "A" and Division "B", will be limited to Train Operators assigned to the particular unit. A vacation pick will be held in each unit once a year. The vacation year for Train Operators will run from January 1st to December 31st in each year and vacations will be spread over the entire calendar year. Picks of runs and yard and terminal tricks will be held in the several units as hereinafter provided.

2) In each of the two (2) units designated in paragraph (1) of this subsection, a general pick of runs and yard and terminal tricks will be held twice a year, one (1) for the summer schedules and one (1) for the winter schedules. Line picks of runs and yard and terminal tricks will be conducted whenever a change (other than temporary) is made in the schedules for that particular line. Preferences in picks shall depend upon the Train Operators' preference seniority roster for each unit and the classification of work for which the pick is being held. Only those Train Operators assigned to the particular unit at the time of the pick shall be permitted to take part therein, except Train Operators appointed after March 13, 1966.

3) Picks will be put into effect within not more than four (4) weeks after they have been completed. If a run or trick in any classification of work is left open for any reason it will be put up for bid within one (1) week, shall be advertised for five (5) days and will be awarded within five (5) days after the close of the advertisement. The run or trick shall be awarded to the bidder employed in such classification of work on the line or within the divisional sections which includes the line upon which the run or trick is open who has the highest preference seniority status in that classification of work. Open runs and tricks will be assigned to Extra Train Operators until such time as they are awarded to successful bidders. The provisions of this subsection shall apply to runs left over on a new work program after Train Operators assigned to the line on which the new runs are to be put into effect have made their picks, but until then no runs on a new work program shall be deemed to be left over.

4) The same rules for preferences in picks of vacations will apply on the separate divisions as apply to picks of runs and yard or terminal tricks. Single day vacations will be provided to employees under the provisions set forth in subsection S below.

5) Selection of runs and tricks on a new schedule will be started before it is placed in operation, except in case of emergency in which case the selection will be started within one week after it is placed in operation.

6) A regular Train Operator will not be assigned on Sundays or holidays to another line or section unless there is no suitable run open on his/her own line or section.

7) A road Train Operator who has no regular run or trick of his/her own (extra road Train Operator) will be assigned as follows:

Change of tours shall generally be made following the "Extra" Train Operator's regular day off.

An "Extra" Road Train Operator shall be permitted to select his/her regular day off, tour of duty and line. He/she shall be assigned to work in his/her selected tour of duty in seniority order (A.M., P.M., or Midnight) and line in road service when such assignment is available. When no work is available in his/her tour of duty or line, in road service, he/she shall be assigned to yard service in his/her selected tour of duty and line. When there is no work available in either road or yard service in his/her selected tour of duty and line, he/she shall be assigned to the next nearest line or tour of duty where work is available, allowing sufficient time between tours of duty. He/she shall be returned to his/her selected tour of duty and line as soon as possible.

On all divisions an "Extra" Road Train Operator shall be allowed his/her regular road rate of pay for all work performed. An "Extra" Train Operator will be required to perform all classes of work for which he/she is qualified within the Train Operator's title.

8) Runs or tricks on all special schedules will be subject to pick as herein provided.

9) A Train Operator who is provisionally appointed to another position and who is returned to his/her regular position shall have the right to pick any run or trick in accordance with the preference status which he/she would have had had he/she continued to work in his/her regular position without interruption.

The same privileges for "bumping" provided to Train Operators on the B1 Division will be applicable to Train Operators on all divisions.

10) A Train Operator working as such under a provisional appointment shall be entitled to the same increase in pay after a specified period of service in a particular class of work as if he/she were working under a permanent appointment. A Train Operator permanently appointed as such will be credited with time worked as a provisional in determining when he/she will be entitled to a higher rate of pay for the class of work performed by him/her as a provisional, provided there is no lapse of time between the termination of his status as a provisional and his/her permanent appointment.

11) Sixty-five (65%) percent of the yard or terminal tricks will be available for pick at general picks by Train Operator in road service and such Train Operators picking yard or terminal tricks shall receive the road rate of pay within said sixty-five (65%) percent quota.

12) At each pick a quota of yard and terminal tricks will be reserved for assignment to Train Operators physically disqualified to perform the full duties of their title and such tricks will not be available for pick.

13) New work programs will be posted for the information of Train Operators at least five (5) days prior to the commencement of a pick and as close as practicable to thirty (30) days prior to the commencement of a pick.

14) The foregoing provisions for determining the respective preference status of Train Operators on any division, or on any line or section within a Division, are subject to the following qualifications and exceptions:

a. Time worked as a provisional will not be counted in determining length of service as Train Operator unless the provisional appointee shall receive a permanent appointment from an eligible list to the position of Train Operator in the same Division in which he/she served as a provisional immediately upon the termination of his/her status as a provisional and without interruption of continuous service as Train Operator, and even then his/her preference status shall be below that of any Train Operator appointed as such from any promotion eligible list for said Division which was promulgated by the City Civil Service Commission or City Personnel Director prior to the promulgation of the list from which he/she, himself/herself, was appointed.

b. When a Train Operator is transferred from one Division to another after the holding of a written civil service examination for promotion to the position of Train Operator in the Division to which he/she is so transferred, unless he/she himself/herself prior to unification held some position in the latter Division, every person who is subsequently appointed to the position of Train Operator in that Division from the promotion eligible list certified by the City Civil Service Commission or City Personnel Director as a result of said examination, shall have preference in picks over the Train Operator so transferred. This shall not apply if the examination was held after the date of his/her transfer. The reference above to a "Division" is a reference to either the IND or the BMT, or the IRT Division, the latter being intended to include both the Third Avenue Elevated Line and the IRT Subway lines. A transfer from the Third Avenue Elevated Line to the IRT Subway lines, or vice-versa, shall not be considered as a transfer from one Division to another.

All Train Operators appointed on or after March 13, 1966, have the right to pick from one Division to another without the loss of seniority, either Divisional or G.A. They shall be slotted into the Divisional seniority in accordance with their standing on the G.A. roster.

L. Foul Weather Gear and Equipment

1) Train Operators who perform a major portion of their duties exposed to the open air, will be furnished with foul weather gear at Management's expense. The determining factor as to who shall receive such equipment will be by designating the jobs on the crew programs.

2) It is understood and agreed that the foul weather gear is for the protection of the Train Operators during inclement weather, and such equipment may not be worn while off duty.

In the event that a Train Operator fails to return the equipment entrusted to him/her, he/she will be required to pay for the lost property.

3) A Train Operator charged with the loss of a radio shall pay \$500 for same.

4) Train operators assigned as train crews will be furnished with "fur-type" winter hats.

## M. Scheduled Runs and Tricks

All road runs and yard and terminal tricks shall be straight runs or tricks, and all work programs shall, among other features, contain runs in which road train operators will be required to prepare, lay up, and operate trains between terminals, yards, and storage areas, as well as in road service, and in which there will be periods during which the Train Operators will transfer cars and/or drill.

## N. Suicides

When any person jumps or falls upon the tracks in front of a train and is run over by the train, the Train Operator in charge of the train shall be relieved, with pay, for the rest of the day, unless he/she voluntarily elects to complete his/her work. If he/she cannot be relieved at the site of the accident, the employee shall assist in restoring service by operating the train, without passengers, to a yard or other designated point where he/she can be relieved. If an employee does not, or is unable to file his/her time card for the day of the accident, he/she will be paid his/her regular run time for that day. If additional pay is owing to him/her for that day, adjustment will be made in a following pay period.

Train Operators operating a train which is involved in a passenger fatality shall be granted three (3) days leave with pay.

## O. Assignments and Transfers

1) The Transit Authority reserves the right whenever there may be a Train Operator in any Division for whom there is no work in such Division to transfer and assign him/her to work in another Division where there may be work for him/her to do within his/her title or classification.

2) Any Train Operator who was permanently appointed to the title of Train Operator on or after November 1, 1951, and who has been or may hereafter be transferred from any Division shall have preference seniority for all pick purposes in the Division to which he/she is transferred, based on the date of his/her permanent appointment as a Train Operator.

3) When a vacancy occurs in his/her title in the Division from which the Train Operator was transferred, he/she shall be returned to such Division with the same preference seniority he/she would have had, had he/she remained there. If more than one Train Operator has been transferred from one Division to another Division, the Train Operator with the highest preference seniority in the Division from which he/she was transferred shall be returned to fill the vacancy in the Division from which he/she was transferred.

4) Whenever it is necessary to transfer Train Operators from one Division to another Division, they shall be those with the lowest preference status, unless those with higher preference status desire the transfer.

5) Whenever it is necessary to transfer Train Operators who are assigned to the extra list from one terminal to another, they shall be those who have the lowest preference status, unless those with higher preference status desire the transfer.

# P. AVA Days

Employees requesting AVA time-off shall be granted such AVA to the extent that the department can make such allowance, consistent with the employee's bank.

# Q. Hearings and Investigations

1) If a hearing or investigation is called without prior notice to the employee or the Union, it shall be postponed to allow a Union official time to attend as an observer, but in no event shall the hearing or investigation be delayed by more than two (2) hours.

2) Nothing in this Agreement, however, shall prohibit the questioning of an employee immediately following an accident for the purpose of determining its cause. Any statement made by an employee at such time shall not be part of any record made at a subsequent disciplinary hearing.

R. Notice of return to work after sick absence.

In order to achieve operating efficiency, employees must give their respective crew assignment office a minimum of three hours notice of return to work after sick absence.

# S. Single Day Vacations

Single day vacations will be provided to employees in the RTO Division under the following conditions:

1) Employees who want to take a week of their annual vacation in single days will be given the opportunity to do so provided that they commit to do so approximately six (6) weeks before the general vacation pick.

2) Employees who choose to take a week in single days but who are unable to take all five (5) days as of the end of the vacation year will be paid in cash for all unused days.

3) Cash sums paid to employees for unused days will not be considered pensionable income.

4) Employees will not choose a week during the annual vacation pick in which to take unused single days.

5) If single days of vacation are not used by December 1, each employee will be paid for unused single days prior to December 25 of the current year.

6) In order to provide adequate opportunities for employees who opt to take a week of vacation in single days to take such days off, a minimum daily quota for single day vacations, AVA days and Personal days combined will be established by title (Train Operator, Conductor, Tower Operator) of one and one half percent (1.5%) of the total number of employees in those titles.

T. Joint Labor-Management Uniform Committee

A Joint Labor-Management Committee shall be established to make recommendations on the design of male/female Train Operators and Conductors uniforms.

U. Joint Union-Management Work Programs and Supplements Committee

A joint Union-Management Committee will be established to discuss and prepare recommendations concerning issues related to Work Programs and Supplements. The Committee will meet not later than one month after the Program or Supplement goes into effect. The committee will consist of equal numbers of Union and Management and any savings generated by the Joint Union-Management Committee shall fall under the auspices of the Gainsharing Committee.

## SECTION 3.2 - CONDUCTORS

### A. Hours of Work

1) The basic work day for conductors shall be eight (8) hours and all conductors who are ordered to and do report for duty on any day as ordered shall be entitled to at least eight (8) hours pay for the day, provided they report on time and work their full runs or tricks or hold themselves available for and perform all such work as may be assigned to them. All conductors will be required to report for duty at least five (5) days in each payroll week.

2) Any conductor who has picked or has been assigned to a regularly scheduled assignment of work except "Specials" will be deemed to have finished his/her day's work upon the completion of such assignment and will receive at least eight (8) hours pay for the work even though it be completed in less than eight (8) hours. In the event of delay in the completion of assignment of work beyond the time scheduled therefor, no extra pay will be allowed on that account unless the total time worked is in excess of eight (8) hours.

3) At least two (2) days rest, without pay, in the calendar or payroll week shall be allowed to each conductor, except in emergencies or when service requirements prevent it.

4) In each Division there will be a fixed quota of conductors whose regular assignment will be service as conductor on train. On any day when a conductor in this quota is ordered to and does report for duty and there is no work available for him/her within his/her regular assignment, he/she may be assigned to platform duty or any other work within the title of conductor for which he/she may be qualified, but for each day of work regardless of the character of the work, he/she will be paid at the same hourly rate at which he/she would have been paid for work within his/her regular assignment.

On the B1 Division conductors may be assigned to the work of hand switchmen or to freight service for the South Brooklyn Railroad Company and when so assigned shall receive the rates of pay applicable to such service.

5) When a conductor has picked a regular run or trick and after reporting therefor, through no fault of his/her own, is assigned instead to another run or trick, he/she shall be paid at least the time his/her original run or trick called for by schedule. If the time worked on such other run is more than the time scheduled for his/her regular assigned run or if, on such other run, he/she clears after his/her regular clearing time, he/she shall, in either case, be paid for the excess time under Section 3.2 B hereof, as overtime.

6) The reporting time of a conductor assigned to a regular run shall be fixed by schedule sufficiently in advance of his/her leaving time on initial trip to enable him/her to properly prepare the train for service. He/she shall also be allowed by schedule sufficient time at the end of his/her run to leave the train as he/she may be ordered to leave it.

7) A conductor reporting late because of an unusual interruption in service on the New York City Transit System shall suffer no loss of pay for time lost on that account provided such interruption, as the cause of his/her lateness, is established to the satisfaction of his/her superior. A conductor who reports for duty late may lose part or all of his/her day's work and shall be paid only for time worked.

8) When a conductor assigned to a regularly scheduled run shall have completed such scheduled run at the terminal shown on the schedule as his/her point of clearance, he/she shall not be required to go with the train to another terminal except in an emergency, and in such event the time necessarily spent in going with the train to such other terminal and in promptly returning to the terminal at which he/she was scheduled to clear shall be treated as extra work performed after finishing his/her day's work. If, however, he/she should clear at such other terminal instead of returning to clear at the terminal at which he/she was scheduled to clear, only the time intervening between his/her scheduled clearing time and the time of his/her actual clearance at such other terminal shall be treated as time during which he/she performed extra work after finishing his/her day's work. In the event that because of a diversion of his/her train from its usual course, due to traffic conditions, a conductor in service on train is prevented from completing his/her scheduled run at the terminal shown on his/her schedule as his/her point of clearance and is required to leave his/her train at another point instead, he/she shall have the choice of clearing at such other point or clearing at the terminal where he/she was scheduled to clear. In order to exercise the latter choice, however, he/she must, after leaving his/her train, proceed without delay to the said terminal, and, if he/she does so, the time necessarily spent in so doing will be treated as part of his/her working time. Irrespective of which choice he/she makes he/she will not be allowed more than eight (8) hours pay for the day unless his/her total working time during the day shall have been in excess of eight (8) hours.

9) A conductor ending his/her run at a terminal other than that at which the run started shall be paid for the time required for him/her to return to the starting terminal. The time so allowed shall be the scheduled operating time between the two (2) terminals and for the purpose of computing overtime it shall be considered as actual overtime.

An extra list conductor ending his/her work assignment at a terminal other than that at which he/she originally reported shall be paid for the time required for him/her to return to the terminal where he/she originally reported. The time so allowed shall be the scheduled operating time between the two terminals and for the purpose of computing overtime it shall be considered as actual working time. However, he/she will not be allowed deadheading pay unless his/her total working time during the day shall have been in excess of eight (8) hours.

A conductor ending his/her run in a yard or terminal other than his/her scheduled clearing location will be allowed a predetermined "deadhead" time to his/her scheduled clearing location which will include the allowable walking time from or to a yard and the nearest station.

10) Conductors who are required to remain on the premises of the New York City Transit System to prepare reports of unusual occurrences or accidents shall be allowed one (1) hour's pay at their regular rate. However, the boost time at the end of the run will be subtracted from the one (1) hour.

11) The spread of time off between two tours of duty for conductors on the extra Extra List only, shall be at least twelve (12) hours.

# B. Overtime

1) A conductor who is assigned to extra work after he/she has finished his/her regularly assigned day's work or is required to work more than eight (8) hours in any day will be allowed, for such excess service or overtime, time and one-half at his/her regular rate of pay, including waiting time up to 59 minutes between the completion of his/her regularly assigned day's work and the start of the overtime work.

2) A conductor will not be required to abandon work during working hours to absorb overtime.

3) A board conductor who on any day, after being held on duty for any length of time covering the board, is assigned to and works a full scheduled run or trick, commencing it and completing it, will be paid for the time of such run or trick a minimum of eight (8) hours pay and for all the time he/she was held on duty covering the board prior to being assigned to such run or trick he/she shall be paid at the rate of time and one-half.

4) The overtime control provisions set forth in Section 1.12 shall apply in full to the above Conductors, except that District will be substituted for Responsibility Center in Section 1.12.

C. Snow Work

All conductors who are required to work on snow work instead of their regularly assigned duties will receive pay at the rate of time and one-half for such work.

Such premium payments for snow duty shall be limited to situations where the employee actually performs such duty outside where there is snow on the ground and where such work would not be required but for the snow or icing conditions, except that under no circumstance shall snow pay premium payments be made for work if such payments would not have been made prior to March 31, 1985.

D. Lunch Period

The schedule for every straight run, trick or job shall be written so as to provide for a thirty (30) minute lunch period as nearly as practicable between the third and sixth hours of work and no deduction of pay shall be made on account of such lunch period. If, for any reason, a conductor on a straight run, trick or job is prevented, through no fault of his/her own, from having at least twenty (20) minutes for lunch within the period specified therefor in his/her schedule, he/she will be allowed one-half (1/2) hour extra pay at his/her regular hourly rate, provided the loss of lunch time is proved to the satisfaction of the Superintendent.

### E. Conductors Performing More than One Class of Service

Should a conductor be required to perform more than one class of service within his/her title during his/her regular working day, he/she will be paid for all work performed by him/her during that working day at his/her regular rate of pay.

F. Payment for Work on Regular Day Off

1) An employee who is required to work on his/her regular day off in any payroll week will be allowed time and one-half for his/her work on his/her regular day off and will be given at least eight (8) hours work.

2) An employee officially excused for Union business without pay, if required to work on his/her regular day off in that payroll week will be paid for such work on his/her regular day off at the rate of time and one-half.

3) An employee who is required to report for training on one of his/her regular days off in any payroll week will be paid time and one-half for such day with a minimum of twelve (12) hours pay at his/her regular rate of pay.

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

G. Payment for Train-Service Conductors Assigned to Extra Trips or "Specials"

A conductor in train service who has a regularly scheduled run will, if required to make extra trips in addition to such scheduled run, be allowed time and one-half for the time necessary to make such extra trips, and if the actual time required for such extra trips shall exceed one (1) hour he/she shall receive for the extra trips a minimum of four (4) hours pay at his/her regular rate.

For "Specials" any conductor in train service, whether he/she has a regularly scheduled run or not, will be paid, including any overtime allowance, a minimum of four and one-half (4 1/2) hours pay at his/her regular rate.

H. Breaking in for Higher Class of Service

When a conductor is required to break in and qualify for train service, he/she shall be paid at his/her regular rate of pay for all time actually spent breaking in, but if it be during a period outside of his/her regular working hours, the time spent in thus breaking in shall in no event be treated as overtime or paid for at other than the employee's regular rate of pay for the time actually and necessarily spent. The Conductor who is

assigned to break him/her in and give him/her instruction shall receive an extra time allowance of two (2) hours at his/her regular rate of pay on each day that he/she is so assigned. When a Conductor whose regular assignment is train service is transferred from one line to another and required to break in for the same class of service on such other line, the Conductor breaking him/her in shall receive no extra allowance for so doing, but the conductor so transferred and required to break in on a different line shall be paid at his/her regular rate of pay for the time consumed in so breaking in except that if his/her transfer from one line to another is the result of his/her own pick of a run on such other line, he/she must in such event break in on such other line on his/her own time and without pay unless he/she has not previously been qualified on that line or unless a major physical change has occurred on that line.

#### I. Annual or Periodic Instructions

Conductors ordered to report while off duty for annual or periodic instructions shall be allowed three (3) hours time therefor at their regular rate of pay.

Any employee ordered to attend schooling or instruction outside of, and in addition to, his/her regularly scheduled working hours on any day shall be allowed for such attendance time and one-half at his/her regular rate of pay, except that when an employee, because of errors or dereliction in the performance of his/her duties, is required by the Transit Authority, in disciplinary proceedings to report for schooling or instructions, he/she shall receive no allowance of pay therefor.

#### J. Posting New Work Programs

When a new work program is to be put into effect, the selection of runs must be completed and the new work program posted, if possible, at least five (5) days before the effective date of the work program. Only a Conductor assigned to the line on which the new work program is to be put into effect shall be entitled to pick on such new work program, except that if, after all employees assigned to the line have made their picks, there are any runs left over, those runs will be assigned in accordance with the provision of Section 3.2 K hereof.

#### K. Picks of Runs, Tours of Duty and Vacations

Picks of runs, tours of duty and vacations in each classification of work, shall be governed as follows:

1) Participation in a pick of runs, tours of duty or vacations in any of the following units, to wit, Division "A" and Division "B", will be limited to conductors assigned to the particular unit. A vacation pick will be held in each unit once a year and preference status for the purpose of such pick shall be determined in the same manner as for the purpose of picks of runs and tours of duty. The vacation year for conductors will run from January 1st to December 31st in each year and vacations will be spread over the entire calendar year. Picks of runs and tours of duty will be held in the several units as hereinafter provided. 2) On each of the two (2) units designated in subsection 1) above, a general pick for employees within the title of Conductor will be held twice a year, one (1) for the summer schedules and one (1) for the winter schedules. Line picks of runs and tricks will be conducted whenever a change (other than temporary) is made in the schedules for that particular line. Preferences in picks shall depend upon the Conductors preference seniority roster for each unit for which the pick is being conducted. Only those Conductors assigned to the particular unit at the time of the pick shall be permitted to take part therein, except conductors appointed after September 1, 1967.

3) Picks will be put into effect not more than four (4) weeks after they have been completed. If a run or trick in any classification of work is left open for any reason, it will be put up for bid within one (1) week, shall be advertised for five (5) days and will be awarded within five (5) days after the close of the advertisement. The run or trick shall be awarded to the bidder employed in such classification of work on the line or within the division or section which includes the line upon which the run or trick is open who has the highest preference seniority status in that classification of work. Open runs and tricks will be assigned to extra men until such time as they are awarded to successful bidders.

The provisions of this subsection shall apply to runs left over on a new work program after Conductors assigned to the line on which the new run is to be put into effect have made their picks, but until then no runs on a new work program shall be deemed to be left over.

4) The same rules for preference in pick of vacations will apply on the separate Divisions and Divisional sections as apply to pick of runs and tours of duty. Single day vacations will be provided to employees under the provisions set forth in subsection S below.

5) Selection of runs and tricks on a new schedule will be started before it is placed in operation, except in case of emergency, in which case the selection will be started within one week after it is placed in operation.

6) A regular Conductor will not be assigned on Sundays or holidays to another line or section unless there is no suitable run open on his/her own line or section.

7) A Conductor who has no regular run or trick of his/her own ("Extra" Conductor) will be assigned as follows:

a. On the A Division, an "Extra" Conductor shall be permitted to select his/her regular days off, tour of duty and line. He/she shall be assigned to work in his/her selected tour of duty (A.M., P.M. or Midnight) and line when such assignment is available. When there is no work available in his/her selected tour of duty and line, he/she shall be assigned to the next nearest line or tour of duty where work is available, allowing sufficient time between tours of duty. He/she shall be returned to his/her selected tour of duty and line as soon as possible.

b. On the B Division, an "Extra" Conductor shall be permitted to select his/her regular days off, prorated on the quota of such "Extra" conductors, based on a five (5) day week. The "Extra"

Conductor shall be permitted a choice of work location, by line, and shall be assigned to such line unless required elsewhere.

Change of tours shall generally be made following the "Extra" Conductor's regular days off.

On all Divisions an "Extra" Conductor shall be allowed his/her regular rate of pay for all work performed. An "Extra" Conductor shall be required to perform all classes of work within the title of Conductor.

8) Runs or tricks on all special schedules will be subject to pick as herein provided.

9) A Conductor who is provisionally appointed to another position and who is returned to his/her regular position shall have the right to pick any run or trick in accordance with his/her original preference status.

10) A Conductor serving as such under a temporary or provisional appointment shall have the same rights in regard to stepping up to higher rates of pay for work within the title as a Conductor performing the same class of work under a permanent appointment. A Conductor permanently appointed as such will be credited with time worked as a provisional in determining when he/she will be entitled to a higher rate of pay for the class of work performed by him/her as a provisional, provided there is no lapse of time between the termination of his/her status as a provisional and his/her permanent appointment.

11) All platform tricks will be available to all Conductors for pick.

12) Work programs will be posted for the information of Conductors at least five (5) days prior to the commencement of a pick and as nearly as practicable to (thirty) 30 days prior to the commencement of a pick.

13) The foregoing provisions for determining the respective preference status of conductors on any division, or on any line or section within a division, are subject to the following qualifications and exceptions:

a. Time worked as a provisional will not be counted in determining length of service as conductor unless the provisional appointee shall receive a permanent appointment from an eligible list to the position of Conductor in the same division in which he/she served as a provisional immediately upon the termination of his/her status as a provisional and without interruption of continuous service as conductor, and even then his/her preference status shall be below that of any conductor appointed as such from any eligible list for said division which was promulgated by the City Civil Service Commission or City Personnel Director prior to the promulgation of the list from which he/she, himself/herself, was appointed.

b. When a Conductor is transferred from one division to another after the holding of a written civil service examination for promotion to the position of Conductor in the division to which he/she is so transferred, unless he/she himself/herself, prior to notification, held some position in the latter Division,

every person who is subsequently appointed to the position of conductor in that Division from the promotion eligible list certified by the City Civil Service Commission or City Personnel Director as a result of said examination, shall have preference in picks over the Conductor so transferred. This shall not apply if the examination was held after the date of his/her transfer.

c. All conductors appointed on or after September 1st, 1967, have the right to pick from one Division to another without the loss of seniority, either Divisional or G. A. They shall be slotted into the Divisional seniority in accordance with their standing on the G.A. roster.

The reference above to a "Division" is a reference to either the A or the B Division.

# L. Foul Weather Gear and Equipment

1) Conductors assigned as train crews will be furnished with "fur-type" winter hats.

2) Conductors who perform a major portion of their duties exposed to the open air will be furnished with foul weather gear at management's expense. The determining factor as to who shall receive such equipment will be by designating the jobs on the crew programs.

Foul weather gear is for the protection of the Conductors during inclement weather, and such equipment may not be worn while off duty.

3) In the event that a conductor fails to return the equipment entrusted to him/her, he/she will be required to pay for the lost property.

### M. Scheduled Runs

All road runs and yard and terminal tricks shall be straight runs or tricks and all work programs shall, among other features, contain runs in which road conductors will be required to set drum switches, adjust signs, comply with ventilation orders, check and secure safety chains, test doors, check conductors' emergency valves, set up operating position; ride put-in and lay-up trains between terminals, yards and storage areas as well as in road service and in which there will be periods during which conductors will perform platform service, prepare cars in yards and storage areas, or close windows and storm doors on lay-up trains as required, and perform such other duties as may be required of a conductor.

N. Suicides

When any person jumps or falls upon the track in front of a train and is run over by the train, a conductor who assists in moving the body from the rails shall be relieved with pay from the rest of the work for that day, unless he/she voluntarily elects to complete his/her work. If he/she cannot be relieved at the site of the accident, the employee shall assist in restoring service by operating the train, without passengers, to a yard or other designated point where he/she can be relieved. If an employee does not, or is unable to

file his/her time card for the day of the accident, he/she will be paid his/her regular run time for that day. If additional pay is owing to him/her for that day adjustment will be made in a following pay period.

### O. Assignments and Transfers

1) The Transit Authority reserves the right whenever there may be a conductor in any Division for whom there is no work in such Division to transfer and assign him/her to work in another Division where there may be work for him/her to do within his/her title or classification.

2) Any conductor who was permanently appointed to the title of conductor on or after November 1, 1951, and who has been or may hereafter be transferred from any Division shall have preference seniority for all pick purposes in the Division to which he/she is transferred, based on the date of his/her permanent appointment as a conductor.

3) When a vacancy occurs in his/her title in the Division from which the conductor was transferred, he/she shall be returned to such Division with the same preference seniority he/she would have had had he/she remained there. If more than one conductor has been transferred from one Division to another Division, the conductor with the highest preference seniority in the Division from which he/she was transferred shall be returned to fill the vacancy in the division from which he/she was transferred.

4) Whenever it is necessary to transfer conductors from one Division to another Division, they shall be those with the lowest preference status, unless those with higher preference status desire the transfer.

5) Whenever it is necessary to transfer conductors who are assigned to the extra list from one terminal to another, they shall be those who have the lowest preference status, unless those with higher preference status desire the transfer.

P. AVA Days

Employees requesting AVA time-off shall be granted such AVA to the extent that the department can make such allowance, consistent with the employee's bank.

Q. Hearings and Investigations

1) If a hearing or investigation is called without prior notice to the employee or the Union, it shall be postponed to allow a Union official time to attend as an observer, but in no event shall the hearing or investigation be delayed by more than two (2) hours.

2) Nothing in this Agreement however shall prohibit the questioning of an employee immediately following an accident for the purpose of determining its cause. Any statement made by an employee at such time shall not be part of any record made at a subsequent disciplinary hearing.

R. Notice of return to work after sick absence

In order to achieve operating efficiency, employees must give their respective crew assignment office a minimum of three hours notice of return to work after sick absence.

S. Single Day Vacations

Single day vacations will be provided to employees in the RTO Division under the following conditions:

1) Employees who want to take a week of their annual vacation in single days will be given the opportunity to do so provided that they commit to do so approximately six (6) weeks before the general vacation pick.

2) Employees who choose to take a week in single days but who are unable to take all five (5) days as of the end of the vacation year will be paid in cash for all unused days.

3) Cash sums paid to employees for unused days will not be considered pensionable income.

4) Employees will not choose a week during the annual vacation pick in which to take unused single days.

5) If single days of vacation are not used by December 1, each employee will be paid for unused single days prior to December 25 of the current year.

6) In order to provide adequate opportunities for employees who opt to take a week of vacation in single days to take such days off, a minimum daily quota for single day vacations, AVA days and Personal days combined will be established by title (Train Operator, Conductor, Tower Operator) of one and one half (1.5%) percent of the total number of employees in those titles.

T. Construction Flagman

1) Conductors working as Construction Flagman will receive Trackworker's rate for each actual hour that they perform Construction Flagman duties. The former practice that grants nine and one-half (9-1/2) hours pay for eight (8) hours work and eight (8) hours pay for six and one-half (6-1/2) hours work is discontinued. A Conductor working in a flagging job will be paid the flagging rate for all paid leaves provided that said Conductor actually works as a Flagman on the regularly scheduled tour before and the next regularly scheduled tour after said leave.

2) A Joint Labor-Management Committee shall be established to discuss construction flagging issues.

U. Joint Labor-Management Uniform Committee

A Joint Labor-Management Committee shall be established to make recommendations on the design of male/female Train Operator and Conductor uniform.

## V. Joint Union-Management Work Programs and Supplements Committee

A Joint Union-Management Committee will be established to discuss and prepare recommendations concerning issues related to Work Programs and Supplements. The Committee will meet not later than one month after the Program or Supplement goes into effect. The Committee will consist of equal numbers of Union and Management and any savings generated by the Joint Union-Management Committee shall fall under the auspices of the Gainsharing Committee.

### SECTION 3.3 - TOWER OPERATORS

### A. Hours of Work

1) The basic working day for Tower Operators shall be eight (8) hours and all Tower Operators who are ordered to and do report for duty on any day as ordered shall be entitled to at least eight (8) hours pay provided they report on time and work their full runs or tricks or hold themselves available for and perform all such work as may be assigned to them. All Tower Operators will be required to report for duty at least five (5) days in each payroll week.

2) Any Tower Operator whose assigned tour of duty is completed, in accordance with the schedule, in less than eight (8) hours will be allowed a full day's pay for such tour of duty. In the event of delay in the completion of such a tour of duty beyond the time scheduled therefor, no extra pay will be allowed on that account unless the total time worked is in excess of eight (8) hours.

3) At least two (2) day's rest, without pay, in a calendar or payroll week will be allowed to each Tower Operator, except in emergencies or when service requirements prevent it.

4) Any Tower Operator who reports for his/her regularly assigned tour of duty and who, through no fault of his/her own is not used, shall receive his/her regular day's pay, provided he/she holds himself/herself available for and performs such Tower Operator's work as may be assigned to him/her.

5) A Tower Operator reporting late because of an unusual interruption of service on the New York City Transit System shall receive no loss of pay, provided such interruption as the cause of his/her lateness is established to the satisfaction of his/her superior.

6) Except in a case covered by paragraph (e) above, a Tower Operator who reports for duty late may lose part or all of his/her day's work and shall be paid only for time worked.

7) Whenever a Tower Operator who is assigned to a trick with a specified location for clearing at the end of his/her tour of duty has his/her work changed so that he/she clears at some other location, he/she will be allowed traveling time from that point to the scheduled location for clearing. The time so allowed shall be the scheduled operating time between the two locations and for the purpose of computing overtime it shall be considered as actual working time.

An "Extra List" Tower Operator ending his/her work assignment at a location other than at which he/she originally reported shall be paid for the time required for him/her to return to the point where he/she originally reported. The time so allowed shall be the scheduled operating time between the two locations and for the purpose of computing overtime, under Section 3.3 B hereof, it shall be considered as actual working time. However, he/she will not be allowed deadheading pay unless his/her total working time during the day shall have been in excess of eight (8) hours.

8) Tower Operators who report for their assigned tour of duty will receive one (1) ten (10) minute reporting allowance at their regular rate of pay for that tour of duty.

9) The spread of time off between two (2) tours of duty for Tower Operator on the extra extra list only, shall be at least twelve (12) hours.

## B. Overtime

1) A Tower Operator who is required to work in excess of eight (8) hours during any one (1) trick or tour of duty, whether the excess service be before the beginning or after the end of the employee's ordinary tour of duty will be allowed time and one-half at his/her regular rate of pay for all such work in excess of eight (8) hours, including waiting time up to sixty (60) minutes between the completion of his/her ordinary tour of duty and the start of the overtime work.

2) Tower Operators will not be required to suspend work during working hours to absorb overtime.

3) The overtime control provisions set forth in Section 1.12 shall apply in full to the above Tower Operators, except that District will be substituted for Responsibility Center in Section 1.12.

## C. Snow Duty

All Tower Operators who are required to work on snow work instead of their regularly assigned duties will receive pay at the rate of time and one-half for such work.

Such premium payments for snow duty shall be limited to situations where the employee actually performs such duty outside where there is snow on the ground and where such work would not be required but for the snow or icing conditions, except that under no circumstance shall snow pay premium payments be made for work if such payments would not have been made prior to March 31, 1985.

D. Lunch Period

Tower Operators will be allowed a thirty (30) minute lunch period, without deduction of pay, as nearly as practicable between the third and sixth hours of work. If, through no fault of his/her own, such a Tower Operator is not released from duty for at least twenty (20) minutes to enable him/her to eat his/her lunch, he/she will be allowed one-half hour's extra pay at his/her regular hourly rate, provided the loss of lunch time is proved to the satisfaction of the Superintendent.

E. Special Tricks Between Regular Tours of Duty

A Tower Operator who is ordered to work a special trick between two (2) regular tours of duty will be allowed time and one-half at his/her regular rate of pay while working such special trick, with a minimum of four (4) hours, except when he/she works a special made necessary by a cold weather plan

he/she shall be paid four and one half (4 1/2) hours at his/her regular rate of pay. If because of such special trick he/she is prevented from having eight (8) consecutive hours off duty, at any time between the completion of one scheduled day's work and the beginning of the next scheduled day's work, he/she shall be excused with pay from such part of said next day's scheduled work as may be necessary in order that he/she may have eight (8) consecutive hours off duty between the time when he/she completed work on the special trick and the time when he/she shall thereafter report for work; except that if less than four (4) hours of his/her next scheduled tour of duty shall remain, he/she shall be relieved with pay from the entire next scheduled tour of duty, and except that should his/her work on the special trick continue beyond the time fixed for the commencement of his/her said next day's work, he/she shall receive, in addition to his/her pay for the special trick, only the pay for such part of his/her said scheduled day's work as may remain after the completion of the special trick.

F. Payment for Work on Regular Day Off

1) An employee who is required to work on his/her regular day off in any payroll week will be allowed time and one-half for his/her work on his/her regular day off and will be given at least eight (8) hours work.

2) An employee officially excused for Union business without pay, if required to work on his/her regular day off in that payroll week, will be paid for such work on his/her regular day off at the rate of time and one-half.

3) An employee who is required to report for training on one of his/her regular days off in any payroll week will be paid time and one-half for such day with a minimum of 12 hours pay at his/her regular rate of pay.

4) For an employee to be eligible for pay at time and one-half for working on his/her regular day off, the employee must work at least three (3) days during the week in which he/she also worked on his/her regular days off. If the employee was absent on the day immediately prior to his/her regular days off, he/she must produce a doctor's certificate in order to be eligible for premium pay on his/her regular day off.

G. Allowance for Breaking in New Tower Operator

1) Any Tower Operator ordered by his/her superior to instruct another employee in the performance of a Tower Operator's duties, will receive an allowance of two (2) hours at his regular rate of pay on each day, or part thereof, spent in such instructions.

2) If more than one (1) Tower Operator is assigned to instruct a student on any given day, each such instructing Tower Operator shall be paid the instruction allowance provided herein.

## H. Picks of Towers and Tours of Duty

Picks of towers and tours of duty on the respective Divisions will be made as follows:

1) On the A Division a pick shall be held twice a year, on winter and summer schedules, Tower Operators assigned to duty on said Division at the time of any such pick shall be allowed to participate therein. Subject to the provisions of paragraph 5 of this subsection, preferences in picks will depend upon length of service as Tower Operator.

2) On the B Division a pick shall be held twice a year, on winter and summer schedules, Tower Operators assigned to duty on said Division at the time of any such pick shall be allowed to participate therein. Subject to the provisions of paragraph 5 of this subsection, preferences in picks will depend upon length of service as Tower Operator.

3) When a vacancy occurs in a tower, such vacancy shall be advertised on a bid sheet and posted on all towers within the Division unit (for the purpose of picks) wherein the vacancy occurs, not later than seven (7) days from the date of occurrence. The right to bid and preferences to bidders shall be governed by the same rules as those which govern the right to participate in picks and preferences therein.

4) Notwithstanding any other rules or working conditions, in the event of a temporary vacancy in a tower, when such temporary vacancy is known in advance to be for two weeks or more, the two regular Tower Operators in that tower shall have the right to pick said vacancy for its duration according to their preference rights, the resulting vacancy to be covered by an extra Tower Operator. If it be known that such temporary vacancy will exist for less than fourteen (14) days it shall be covered by an extra Tower Operator from the date of occurrence.

5) The foregoing provisions for determining the respective preference status of Tower Operators on any Division, or on any line or section within a Division, are subject to the following qualifications and exceptions:

a. Time worked as a provisional will not be counted in determining length of service as Tower Operator unless the provisional appointee shall receive a permanent appointment from an eligible list to the position of Tower Operator in the same Division in which he/she served as a provisional immediately upon the termination of his/her status as a provisional and without interruption of continuous service as Tower Operator, and even then his/her preference status shall be below that of any Tower Operator appointed as such from any eligible list for said Division which was promulgated by the City Civil Service Commission or City Personnel Director prior to the promulgation of the list from which he/she, himself/herself, was appointed.

b. When a Tower Operator is transferred from one Division to another after the holding of a written civil service examination for promotion to the position of Tower Operator in the Division to which he/she is so transferred, unless he/she himself/herself, prior to unification, held some position in the latter Division, every person who is subsequently appointed to the position of Tower Operator in that Division from the promotion eligible list certified by the City Civil Service Commission or City Personnel Director as a result of said examination shall have preference in picks over the Tower Operator so transferred. This shall not apply if the examination was held after the date of his/her transfer.

All Tower Operators appointed on or after January 1, 1967, have the right to pick from one Division to another based on G.A. seniority and they may do so without the loss of seniority, either Divisional or G.A. They shall be slotted into the Divisional seniority in accordance with their standing on the G.A. roster.

The reference above to a "Division" is a reference to either the A or the B Division.

# I. Instructions

Any employee ordered to attend schooling or instructions outside of, and in addition to, his/her regularly scheduled working hours on any day shall be allowed for such attendance time and one-half at his/her regular rate of pay, except that when an employee, because of errors or dereliction in the performance of his/her duties, is required by the Transit Authority, in disciplinary proceedings, to report for schooling or instructions, he/she shall receive no allowance of pay therefor.

J. Assignments and Transfers

1) The Transit Authority reserves the right whenever there may be a Tower Operator in any Division for whom there is no work in such Division to transfer and assign him/her to work in another Division where there may be work for him/her to do within his/her title or classification.

2) Any Tower Operator who was permanently appointed to the title of Tower Operator on or after November 1st, 1951, and who has been or may hereafter be transferred from any Division shall have preference seniority for all pick purposes in the Division to which he/she is transferred, based on the date of his/her permanent appointment as a Tower Operator.

3) When a vacancy occurs in his/her title in the Division from which the Tower Operator was transferred, he/she shall be returned to such Division with the same preference seniority he/she would have had, had he/she remained there. If more than one (1) Tower Operator has been transferred from one Division to another Division, the Tower Operator with the highest preference seniority in the Division from which he/she was transferred shall be returned to fill the vacancy in the Division from which he/she was transferred.

4) Whenever it is necessary to transfer Tower Operators from one (1) Division to another Division, they shall be those with the lowest preference status, unless those with higher preference status desire the transfer.

5) Whenever it is necessary to transfer Tower Operators who are assigned to the extra list from one terminal to another, they shall be those who have the lowest preference status, unless those with higher preference status desire the transfer.

K. Hearings and Investigations

1) If a hearing or investigation is called without prior notice to the employee or the TWU, it shall be postponed to allow a TWU official time to attend as an observer, but in no event shall the hearing or investigation be delayed by more than two (2) hours.

2) Nothing in this Agreement, however, shall prohibit the questioning of an employee immediately following an accident for the purpose of determining its cause. Any statement made by an employee at such time shall not be part of any record made at a subsequent disciplinary hearing.

# L. AVA Days

Employees requesting AVA time-off shall be granted such AVA to the extent that the department can make such allowance, consistent with the employee's bank.

M. Notice of return to work after sick absence

In order to achieve operating efficiency, employees must give their respective crew assignment office a minimum of three hours notice of return to work after sick absence.

N. Single Day Vacations

1) Employees who want to take a week of their annual vacation in single days will be given the opportunity to do so provided that they commit to do so approximately six (6) weeks before the general vacation pick.

2) Employees who choose to take a week in single days but who are unable to take all five (5) days as of the end of the vacation year will be paid in cash for all unused days.

3) Cash sums paid to employees for unused days will not be considered pensionable income.

4) Employees will not choose a week during the annual vacation pick in which to take unused single days.

5) If single days of vacation are not used by December 1, each employee will be paid for unused single days prior to December 25 of the current year.

6) In order to provide adequate opportunities for employees who opt to take a week of vacation in single days to take such days off, a minimum daily quota for single day vacations, AVA days and Personal days combined will be established by title (Train Operator, Conductor, Tower Operator) of one and one half (1.5%) percent of the total number of employees in those titles.

O. Joint Union-Management Work Programs and Supplements Committee

A Joint Union-Management Committee will be established to discuss and prepare recommendations concerning issues related to Work Programs and Supplements. The Committee will meet not later than one month after the Program or Supplement goes into effect. The Committee will consist of equal numbers of Union and Management and any savings generated by the Joint Labor-Management Committee shall fall under the auspices of the Gainsharing Committee.

# SECTION 3.4 - DIVISION OF CAR EQUIPMENT

A. Hours and Days of Work

1) The working time for regularly assigned employees shall be scheduled and prescribed by their superiors, subject to approval by the Transit Authority, but the regularly scheduled hours of work for any employee shall not exceed forty (40) hours per week, or eight (8) hours in any one (1) day.

2) At least two (2) days rest, without pay, in a calendar or payroll week shall be allowed to each employee, except in emergencies or when service requirements prevent it.

3) There may be one (1) or more shifts employed at any shop or barn. The starting time of any shift will depend on service requirements.

4) Any employee who is required to and does report for his/her regularly scheduled tour of duty and who, through no fault of his/her own, is not used, will be allowed pay for the full time of his/her scheduled tour of duty for that day.

5) An employee reporting late because of an unusual interruption of service on the New York City Transit System shall suffer no loss of pay for time lost on account of such lateness, provided such interruption as the cause of his/her lateness is established to the satisfaction of his/her superior.

6) Except in a case covered by subsection 5) above, an employee who reports for duty late may lose part or all of his/her day's work and shall be paid only for time worked.

7) If an employee's schedule of working hours is changed on less than a week's notice, he/she shall be paid at the rate of time and one-half for time worked on the changed tour of duty that may follow within seven (7) calendar days after notice was given.

8) A Road Car Inspector who is relieved according to schedule by a fellow Road Car Inspector and who does report conditions properly to his/her relief, shall receive one (1) ten (10) minute turnover allowance at his/her regular rate of pay for that tour of duty.

B. Overtime

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

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

3) Required overtime work will be spread fairly among the employees qualified for the work to be done. Overtime work assignments shall comply with Section 1.12 of this Agreement.

4) Earnings Cap

The earnings cap for employees shall be \$67,000.00 over a rolling twelve (12) month period. It is understood that said earnings cap shall be correspondingly increased by the negotiated increases which take effect as of December 15, 2000.

### C. Lunch Period

Employees who are not required to eat lunch on the job will be allowed a thirty (30) minute lunch period within their working hours and without deduction of pay on every day when their actual working time exceeds six (6) hours. Any employee on a straight trick or tour of duty who is prevented, through no fault of his/her own, from having at least twenty (20) minutes for lunch within the period specified therefor in his/her schedule, will be allowed one-half hour's extra pay at his/her regular hourly rate provided the loss of lunch time is proved to the satisfaction of the Superintendent.

D. Job Title Reclassifications Relating to Technology Upgrades

The Parties agree that in recognition of the need to train and upgrade its employees in preparation for a new emerging workplace with new technology, the following amendments shall be made effective March 1, 2000:

1. The titles of Car Inspector, Car Maintainer B and Road Car Inspector will be utilized to perform all maintenance, facility and inspection functions.

2. The job duties of the titles CMA, ABM, MMC, CME, CMF, and CMC will be incorporated into the Car Inspector job specification and the incumbents shall be reclassified to the Car Inspector title.

3. Effective March 1, 2000, the hourly rate for Car Inspectors and Road Car Inspectors will be increased by one dollar (\$1.00).

4. The new Car Inspectors who were in the above-listed titles previously will be locked into picking shop locations, i.e. Coney Island, 207<sup>th</sup> Street, and the Diesel Shops.

5. All of the Car Inspector positions in the Shops shall be considered utility jobs to be assigned by management.

6. Upon the arrival of new subway cars, a five (5) person inspection team shall be utilized at the maintenance shops on the new technology cars. A five (5) person inspection team shall also be utilized on all inspections of linked cars.

#### E. Cold Weather Work

If an employee, after being released upon the completion of his/her regular tour of duty and before the commencement of his/her next regular tour of duty, but not on his/her regular day off, is required to report back for cold weather work, not including snow or sleet storm duty, he/she will be allowed time and one-half for all such work, provided, however, that if he/she is ordered to and does report for such work five (5) hours or more before the commencement of his/her next regular tour of duty he/she shall receive a minimum of eight (8) hours pay at his/her regular rate, and if he/she is ordered to and does report for such work less than five (5) hours before the commencement of his/her next regular tour of duty he/she will be held until such next regular tour of duty commences. If held over for cold weather work after the completion of a regular tour of duty, he/she will be allowed time and one-half for such cold weather work but no more.

#### F. Special Snow Work Allowance

An employee will be paid time an one-half when assigned to work at or around the outside of shop or barn shoveling snow, spreading salt, plowing by mechanical means, and loading or unloading salt. This subsection shall not apply to such work when performed in yard and track areas adjoining the shops and barns.

Such premium payments for snow duty shall be limited to situations where the employee actually performs such duty outside where there is snow on the ground and where such work would not be required but for the snow or icing conditions, except that under no circumstance shall snow pay premium payments be made for work if such payments would not have been made prior to March 31, 1985.

#### G. Payment for Work on Scheduled Day Off

An employee who is required to work on a day which is scheduled for him/her as a day off, other than one of the holidays allowed with pay, shall be allowed time and one-half for all work on such days, but shall be paid for his/her work on such day a minimum of one and one-half times his/her regular full day's pay.

An employee's day off, if it comes between two (2) scheduled tours of duty which are thirty-two (32) hours or more apart, will commence eight (8) hours after the time scheduled for the completion of his/her last previous tour of duty and will continue for twenty-four (24) consecutive hours. In the case of an employee having two (2) consecutive days off within a period of fifty-six (56) hours or more between two (2) scheduled tours of duty, the beginning of the first day off will be eight (8) hours after the time scheduled

for the completion of his/her last previous tour of duty and the end of the second day off will be forty-eight (48) hours after the beginning of the first day off.

Notwithstanding any other rules or working conditions, for an employee to be eligible for pay at time and one-half for working on his/her regular day off, the employee must work at least three (3) days during the week in which he/she also worked on his/her regular days off. If the employee was absent on the day immediately prior to his/her regular days off, he/she must produce a doctor's certificate in order to be eligible for premium pay on his/her regular day off.

# H. Picks

1) All existing agreements, practices and understandings with respect to the exercise of seniority shall be replaced with the following:

Car Equipment will conduct one (1) annual system wide pick for each title. In addition, there shall be one (1) division wide pick for the North, and one (1) for the South, to take place six (6) months after the system wide pick. If a job is abolished between picks the employee(s) shall retain his/her location, RDO, and tour of duty. If Management does not wish the affected employee(s) to retain his/her location, RDO, or tour of duty, Management may, at its option conduct an additional pick in the appropriate division. The first division wide pick under this Agreement will be held in September, 1988.

2) Quota Jobs may be removed from bid or pick for assignment to employees on restricted duty due to medical conditions under the following circumstances:

a. Jobs subject to being removed from pick or bid under this provision will be only those created on or after April 1, 1980 and where the number of jobs in the particular title exceeds those in existence on March 31, 1980.

b. The Union shall have the opportunity to make recommendations as to which jobs shall be selected as those subject to permanent restriction.

c. Any employee permanently medically restricted shall be given consideration for such job regardless of whether the restriction is as a result of a service or non-service connected condition.

d. In order for an employee to be assigned to such job the employee must be able to perform the full duties of that job as determined by the Transit Authority's Medical Department. The determination of the Medical Department shall be final.

# I. Night Duty

In making assignments to night duty, except where such assignments are rotated, those to be assigned will be the employees in the particular unit where night duty is required who have the lowest preference status and are familiar with and qualified for the work which is to be done at night. An employee

on a fixed day shift who, by direction of his/her superior, is temporarily required to change his/her shift on a special assignment, will be allowed time and one-half for time worked during the first (1st) seven (7) consecutive calendar days that such special assignment or emergency work may continue. This subsection does not apply where the change is part of an employee's selected schedule.

### J. Transfers

The Transit Authority reserves the right, whenever there may be an employee in any unit of any Division with divisional seniority for whom there is no work in such unit, to transfer and assign him/her to work in any other unit of that Division or in any unit of any other Division where there may be work for him/her to do within his/her title of classification. At any time after his/her transfer if a vacancy in his/her title occurs in the unit from which he/she was transferred, he/she will be given one (1) opportunity to elect to return to such unit with the same preference status which he/she would have had had he/she remained there.

An employee appointed to a Division other than the Division of his/her choice, will be given one (1) opportunity to return to the Division of his/her choice when a vacancy occurs in that Division.

### K. Instructions

When employees are required to report for schooling or for instruction in the performance of their regular duties, they shall be allowed their regular rate of pay for all time necessarily consumed, except that when an employee, because of errors or dereliction in the performance of his/her duties, is required by order of the Transit Authority, in disciplinary proceedings, to report for schooling or instruction, he/she shall receive no allowance of pay therefor. Employees attending classes voluntarily for their own benefit will do so on their own time without pay.

### L. Safety Equipment

1) Employees shall be provided, without cost to themselves, with such safety equipment as may be authorized by the Head of the Department.

2) One (1) employee, designated by the Union, shall be permitted to attend each regular local safety meeting, conducted normally once a month by supervision, without loss of pay for such attendance. At the time of designation the Union shall state which local meeting the designated employee shall attend.

3) Employees assigned to Car Equipment shall be provided with prescription safety glasses. The Transit Authority reserves the right to strictly enforce the safety rules and employees failing to wear the safety glasses as required shall be subject to loss of differential pay in addition to disciplinary action. The Union agrees to cooperate with the Transit Authority in seeing that safety rules are observed.

4. Effective July 1,2000 New York City Transit shall provide employees with one (1) pair of System Safety approved safety shoes every year. Employees will be fitted for and pick up shoes on their own time, and employees will be expected to wear such shoes during work hours. All employees who fail to wear required safety work shoes will be subject to discipline.

## M. Foul Weather Gear

In Car Equipment, the Head of the Department will provide an adequate amount and type of foul weather gear in each shop and barn, to be made available for use of employees who normally work indoors on those occasions when employees are asked to perform work out of doors during inclement weather.

## N. Barn Assignments

A Car Maintainer-Group E (CME) and a Mechanical Maintainer-Group C (MMC) shall be assigned to each Car Maintenance Barn. These employees may be utilized without penalty for house maintenance at locations other than that to which he/she is regularly assigned according to the needs of the Department when the Department determines that such assignments are consistent with the employee's workload.

## O. Vacation Scheduling

1. The maximum number of hourly-rated employees on vacation on any day in a work gang shall be sixteen percent (16%) of the hourly-rated employees in that work gang. The maximum number of Road Car Inspectors on vacation in any week shall be ten percent (10%) of the incumbents in that title.

2. Consistent with current rules, employees may use two (2) weeks (10 days) vacation in single days in accordance with the needs of the Department.

3. Effective January 1, 2000, employees will be allowed to bank up to eight (8) AVA days.

# P. Release Time Provision

1. The Authority agrees to release four (4) employees full time with pay:

A. Chairman, Coney Island ShopB. Chairman, 207th Street ShopC. Two (2) additional employees for picks and other issues, one (1) in the North Division and one (1) in the South.

2. The Section Chairman will be released with pay on three (3) days each year. A written request for such meetings must be submitted to the Division in advance and is subject to the Division's approval with regard to the date and location.

Q. 1988 Miscellaneous Agreements

1) Consistent with space, instructor and equipment availability, a good faith effort will be made to conduct training at 207th St. and North Division locations for North Division employees.

2) Consistent with the current Surface upgrade training format, a six (6) hour per week MHB (Helper) upgrade training program will be established. Promotional examinations will be requested consistent with the needs of the Department and the rules and regulations of the City Department of Personnel.

3. The Division of Car Equipment (DCE) Management will consult with the Transport Workers Union relative to facility rehabilitation and the conditions of shop rehabilitation.

R. Joint Labor-Management Committees

1. The Division of Car Equipment and the Union agree to establish a Labor/Management Committee which will make a good faith effort to:

Jointly petition the New York City Department of Personnel to:

A. Develop a promotional examination for which only MHB's in the Division of Car Equipment are eligible. This exam would permit MHB's to be promoted to the title of Maintainer in the Division of Car Equipment and would have a practical component not to exceed 50% of the examination.

B. Make the MHB title in the Division of Car Equipment eligible for the Car Maintainer Trainee exam.

C. Establish a mechanism for existing C.I.s and CMEs to mature into the RCI title.

D. Reduce the Car Equipment Maintainer Trainee Program from its current length of eighteen (18) months to twelve (12) months.

(1) It is understood that if the New York City Department of Personnel approves a proposal made in accordance with subsection 1(B) above that MHB's who are at a rate above the entrance rate for the Car Maintainer Trainee title will be frozen at their existing rate for the length of the

traineeship. Such an employee will be eligible for contractual increases, but shall not be eligible for progression increases in either title.

(2) MHB's who are at a rate below the entrance rate for the Car Maintainer Trainee title will receive the entrance rate for the CMT title and thereafter will be paid in accordance with the salary progression for the CMT title.

2. It is understood that in the event that the Department of Personnel does not approve any proposal made in accordance with this section, the provisions as they currently exist will remain in effect.

# SECTION 3.5 - TRACK, INFRASTRUCTURE AND FACILITIES DIVISIONS

A. Hours and Days of Work

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

2) At least two (2) days rest, without pay, during the calendar or payroll week shall be allowed to each employee, except in emergencies or when service requirements prevent it.

3) All scheduled tricks shall be straight tricks and there shall be no swing tricks in this department. There may, however, be rotating tricks and an employee may be required to work certain hours one week and certain other hours another week.

4) Any employee, who is required to and does report for his/her regularly scheduled tour of duty and who, through no fault of his/her own, is not used, will be allowed pay for the full time of his/her scheduled tour of duty.

5) An employee reporting late because of an unusual interruption of service on the New York City Transit System shall suffer no loss of pay for time lost on that account, provided such interruption as the cause of his/her lateness is established to the satisfaction of his/her supervisor.

6) Except in a case covered by paragraph 5. above, an employee who reports for duty late may lose part or all of his/her day's work and shall be paid only for time worked.

B. Overtime

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

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

3) Required overtime will be spread fairly among the employees qualified for the work to be done. Overtime work assignments shall comply with Section 1.12 of this Agreement.

C. Lunch Period

Employees who are not required to eat lunch on the job will be allowed thirty (30) minutes lunch period within their working hours and without deduction of pay on every day when their actual working time

exceeds six (6) hours. Any employee on a straight trick or tour of duty who is prevented, through no fault of his/her own, from having at least twenty (20) minutes for lunch within the period specified therefor in his/her schedule, will be allowed one-half hour's extra pay at his/her regular hourly rate providing the loss of lunch time is proved to the satisfaction of the Superintendent.

### D. Snow Work

All employees who are required to work on snow work instead of their regularly assigned duties will receive pay at the rate of time and one-half for such work.

Such premium payments for snow duty shall be limited to situations where the employee actually performs such duty outside where there is snow on the ground and where such work would not be required but for the snow or icing conditions, except that under no circumstance shall snow pay premium payments be made for work if such payments would not have been made prior to March 31, 1985.

# E. Payment for Work on Scheduled Day Off

An employee who is required to work on a day which is scheduled for him/her as a day off, other than one of the holidays allowed with pay, shall be allowed time and one-half for all work on such day, but shall be paid for his/her work on such day a minimum of one and one-half times his/her regular full day's pay.

In the case of an employee having two (2) consecutive days off within a period of fifty-six (56) hours or more between two scheduled tours of duty, the beginning of the first day off will be eight (8) hours after the time scheduled for the completion of his/her last previous tour of duty and the end of the second day off will be forty-eight (48) hours after the beginning of the first day off.

Notwithstanding any other rules or working conditions, for an employee to be eligible for pay at time and one-half for working on his/her regular day off, the employee must work at least three (3) days during the week in which he/she also worked on his/her regular days off. If the employee was absent on the day immediately prior to his/her regular days off, he/she must produce a doctor's certificate in order to be eligible for premium pay on his/her regular day off.

# F. Night Duty Assignments

In making assignments to night duty, except where such assignments are rotated, those to be assigned will be the employees in the particular unit where night duty is required who have the lowest preference status and are familiar with and qualified for the work which is to be done at night except where a senior employee requests such assignment as a matter of choice.

# G. Change of Shifts

1) If an employee's schedule of working hours is changed on less than a week's notice, he/she shall be paid at the rate of time and one-half for time worked on the changed tour of duty that may follow within seven (7) calendar days after notice was given.

2) An employee on a fixed day shift who, by direction of his/her superior, is temporarily required to change to night work on a special assignment or an emergency job, will be allowed time and one-half for each night's work during the first (1st) seven (7) consecutive calendar days that such special assignment or emergency job may continue.

On a temporary change of tour of duty for three (3) days or less, the employee shall be allowed on the last day of such temporary assignment to work both the changed tour and his/her regular tour.

3) This subsection does not apply to employees on rotating shifts or where the change is part of the employee's selected schedule.

H. Transfers

1) The Authority reserves the right whenever there may be an employee in any unit of any Division with divisional seniority for whom there is no work in such unit, to transfer and assign him/her to work in any other unit of that division or in any unit of any other Division where there may be work for him/her to do within his/her title or classification. At any time after his/her transfer, if a vacancy in his/her title occurs in the unit from which he/she was transferred, he/she will be given one (1) opportunity to elect to return to such unit from which he/she was transferred with the same preference status he/she would have had had he/she remained there. An employee appointed to a Division other than the Division of his/her choice, will be given one (1) opportunity to return to the Division of his/her choice when a vacancy occurs in that Division.

2) An employee with the divisional preference status, if he/she so requests in writing and it is approved by the head of the department, or if by action of the Authority and due to changes in the organization, be forced to another Division, may transfer or be transferred from his/her Division to a position within the title in another Division, but his/her preference status shall be behind the last employee in that title in service on December 15, 1945 in the Division to which he/she has transferred. Such employee, if he/she returns to his/her original division, shall again resume his/her original preference status in that division.

I. Instructions

When employees are required to report for schooling or for instructions concerning their duties or functions, they shall be allowed their regular rate of pay for all time spent receiving such instructions, except that when an employee, because of errors or dereliction in the performance of his/her duties, is required by the Authority, in disciplinary proceedings, to report for schooling or instructions, he/she shall receive no allowance of pay therefor. Employees attending classes voluntarily for their own benefit will do so on their own time without pay. Employees attending Line Equipment School shall be paid straight time for such attendance.

Any employee ordered to attend schooling or instructions outside of, and in addition to, his/her regularly scheduled working hours on any day shall be allowed for such attendance time and one-half at his/her regular rate of pay, except that when an employee, because of errors or dereliction in the performance of his/her duties, is required by the Transit Authority, in disciplinary proceedings, to report for schooling or instructions, he/she shall receive no allowance of pay therefor.

# J. Safety Equipment

1) Employees shall be provided, without cost to themselves, with such safety equipment as may be authorized by the Head of the Department.

2) One (1) employee, designated by the Union shall be permitted to attend each regular local safety meeting, conducted normally once a month by supervision, without loss of pay for such attendance. At the time of designation the Union shall state which local meeting the designated employee shall attend.

3) Employees assigned to Track, Infrastructure and Facilities shall be provided with prescription safety glasses. The Authority reserves the right to strictly enforce the safety rules and employees failing to wear safety glasses as required shall be subject to loss of differential pay in addition to disciplinary action. The Union agrees to cooperate with the Authority in seeing that safety rules are observed.

# K. Reporting and Clearance

1) Employees shall clear at the end of their day's work at the same point at which they reported for work, such point to be designated by their superiors. Whenever an employee shall clear at a point other than that at which he/she reported, he/she shall be paid for the time required for him/her to return to his/her reporting point. The time so allowed shall be the scheduled operating time between the two (2) points and for the purpose of computing overtime, it shall be considered as actual working time.

2) When an employee or a group of employees are shifted from their picked location for a period of two (2) months or less, such a move shall be known as a temporary move. The employee so affected will be paid traveling time, not to exceed two (2) hours per day per employee, for the period during which he/she reports to a location other than his/her picked location. Should the job extend beyond the two (2) months for some unforeseen reason, the employee or group of employees shall be returned to their picked location and a new employee or group of employees shall be substituted. Traveling time shall be paid to the new employees while they are at the location in question. Management shall have the right to decide which employee or group of employees is to be moved, and this shall generally be determined by the availability of the employees so that it will have the least disrupting effect on urgent work that is in progress. Generally, an employee or group of employees as near as possible to the new location will be shifted.

Where the shift in location is to be made, for a period of more than two (2) months, it shall be classified as a permanent move. When a permanent move is made, no traveling time will be paid even for

the first (1st) two (2) months of the move. The job at the new location will be put up for bid among all the employees in the titles in question throughout the entire rapid transit system.

3) An Emergency Light Maintainer who is relieved according to schedule by a fellow Light Maintainer and who does report conditions properly to his/her relief, shall receive one (1) ten (10) minute turnover allowance at his/her regular rate of pay for that tour of duty.

4) A Mechanical Maintainer B who is relieved according to schedule by a fellow Mechanical Maintainer B and reports conditions properly to his/her relief, shall receive one (1) ten (10) minute turnover allowance at his/her regular rate of pay for that tour of duty.

L. Picks and Preference Status

1) General

The extent and method of picking jobs within a classification in a department will, if possible, be mutually arrived at between the Head of the Department and the Union grievance representative of the employees in the group affected. In the event of disagreement, the decision shall be made by the Vice President, Rapid Transit. Such decision may be made subject to the grievance procedure where it is claimed that the decision imperils the health or safety or unreasonably disregards the normal seniority rights of any employee. It is understood that any employee who bids a job by seniority must be qualified for the job, and in addition must be able to meet normal production in a reasonable length of time, normally a period of ten (10) days.

Subject to the exceptions hereinafter set forth, preference in picks and bids will depend upon length of service in the particular title within the particular unit.

The provisions for determining the preference status of employees in respect of picks are subject to the following qualifications and exceptions:

a. Employees in a particular title at the date of unification and those appointed to a particular Division in the same title between the date of unification and the formation of the consolidated Maintenance of Way Department, December 15, 1945, shall have divisional preference only and shall have preference status on that particular Division above that of any employee in the same title appointed subsequent to December 15, 1945.

b. An employee with divisional preference status only on a Division in which the work of the title is divided into units or sections, as heretofore established, will if he/she desires and conditions permit, or if he/she is forced by conditions of the organization, transfer from one unit or section to another of the same classification of work on the Division. The employee so transferred shall have preference status in the unit or section to which he/she transfers behind the last employee who has unit or section divisional preference status in that unit or section, or has previously established such unit or section preference status by a similar transfer. c. Employees appointed after December 15, 1945 shall have system-wide preference status in the titles to which they were appointed.

d. (1). For provisional promotion a single eligible list for the entire system will be established in each Bureau for each class of work in the title. The class of work shall generally follow the classifications established by the City Civil Service Commission or the City Personnel Director in qualifying persons for examinations for permanent appointment to the title.

(2). Time worked as a provisional will not be counted in determining length of service in a particular position, unless the provisional appointee shall receive a permanent appointment to the title for such position in which he/she served as a provisional immediately upon the termination of his/her status as a provisional and without interruption of continuous service in the title, and his/her preference status shall be below that of any employee appointed to the position from any eligible list which was promulgated by the City Civil Service Commission or City Personnel Director prior to the promulgation of the list from which he/she himself/herself was appointed.

2) Track & Structure Employees Other Than Turnstile Maintainers:

Whenever within any unit in which picks of tours of duty may be permitted there is one quota of employees scheduled to work a greater number of hours per week than another quota, employees within such unit will be permitted to pick into the quotas, according to their preference status, and any employee who, as a result of such pick, is dislodged from the quota in which he/she was previously included shall have his/her scheduled work week changed accordingly.

3) Locked-in Specialist Position.

Fully trained and qualified Trackworkers may displace junior employees in a locked-in specialist position based on seniority at a pick or bid within two (2) years after leaving the specific specialist or dual rate position.

M. Tools

Employees shall be provided, without cost to themselves, with such tools as may be authorized by the Head of the Department, subject to the approval of the Authority.

N. Foul Weather Gear and Working In Foul Weather

The practices regarding these items shall be in accordance with agreements between the Authority and the recognized Union.

O. Asbestos Removal Differential

Structure, and Line Equipment Maintainers, when assigned to remove and dispose of asbestos, either for the purpose of making repairs or complete removal from the property, will receive a flat \$1.00 per hour differential for the entire eight (8) hour tour whether regular or overtime. Employees will be trained and qualified to perform such functions.

P. Track Worksite – Concrete

On any Track worksite, demolished concrete can be shoveled, bagged and removed by Trackworkers and/or Structure Maintainers B.

Q. 1988 Miscellaneous Agreements

1) Union and Management agree to modify Structured Overtime Rules.

2) A bulletin will be issued in the Track Maintenance Department noting that a Trackworker is not to perform work of an engrossing nature while alone.

3) The Authority will survey and programmatically upgrade the Work Car Fleet. An effort will be made to increase the visibility of work trains using high intensity flashing lights or other means.

R. 1992 Miscellaneous Agreement (Track Division)

- 1) The Union and Management agree to offer planned overtime in the track maintenance sub-divisions to the section maintenance gang.
- S. Vacation

Track employees (Trackworkers, Track Specialists, TEMs, RRTC's) with midweek RDO's (i.e., MT, TW, WTh, ThF) will be permitted to begin their vacation the day after their second RDO so they will have off nine (9), or sixteen (16), or twenty-three (23) consecutive days (including two (2) RDO's before the vacation and two (2) RDO's after the vacation). All other current vacation selection guidelines will be followed. Advanced vacation pay cannot be guaranteed.

T. Joint Committee

Track Division and TWU agree to establish a joint committee to discuss and prioritize concerns with Track crew facilities. This Committee will consist of a maximum of two (2) TWU Track members.

# SECTION 3.6 - ELECTRICAL DEPARTMENT-SIGNALS & COMMUNICATION GROUPS

A. Hours and Days of Work

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

2) At least two (2) days rest, without pay, during the calendar or payroll week shall be allowed to each employee, except in emergencies or when service requirements prevent it.

3) All scheduled tricks shall be straight tricks and there shall be no swing tricks in this department. There may, however, be rotating tricks and an employee may be required to work certain hours one week and certain other hours another week.

4) Any employee, who is required to and does report for his/her regularly scheduled tour of duty and who, through no fault of his/her own, is not used, will be allowed pay for the full time of his/her scheduled tour of duty.

5) An employee reporting late because of an unusual interruption of service on the New York City Transit System shall suffer no loss of pay for time lost on that account, provided such interruption as the cause of his/her lateness is established to the satisfaction of his/her supervisor.

6) Except in a case covered by subsection 5) above, an employee who reports for duty late may lose part or all of his/her day's work and shall be paid only for time worked.

7) A Signal Maintainer whose schedule requires him/her to relieve a fellow Signal Maintainer shall receive one (1) ten (10) minute reporting allowance at his/her regular rate of pay for that tour of duty.

B. Overtime

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

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

3) Required overtime will be spread fairly among the employees qualified for the work to be done. Overtime work assignments shall comply with Section 1.12 of this Agreement.

#### C. Lunch Period

Employees who are not required to eat lunch on the job will be allowed a thirty (30) minute lunch period within their working hours and without deduction of pay on every day when their actual working time exceeds six (6) hours. Any employee on a straight trick or tour of duty who is prevented, through no fault of his/her own, from having at least twenty (20) minutes for lunch within the period specified therefor in his/her schedule, will be allowed one-half hour's extra pay at his/her regular hourly rate providing the loss of lunch time is proved to the satisfaction of the Superintendent.

### D. Snow Work

All employees who are required to work on snow work instead of their regularly assigned duties will receive pay at the rate of time and one-half for such work.

Such premium payments for snow duty shall be limited to situations where the employee actually performs such duty outside where there is snow on the ground and where such work would not be required but for the snow or icing conditions, except that under no circumstance shall snow pay premium payments be made for work if such payments would not have been made prior to March 31, 1985.

### E. Payment for Work on Scheduled Day Off

An employee who is required to work on a day which is scheduled for him/her as a day off, other than one of the holidays allowed with pay, shall be allowed time and one-half for all work on such day, but shall be paid for his/her work on such day a minimum of one and one-half times his/her regular full day's pay.

In the case of an employee having two (2) consecutive days off within a period of fifty-six (56) hours or more between two (2) scheduled tours of duty, the beginning of the first day off will be eight (8) hours after the time scheduled for the completion of his/her last previous tour of duty and the end of the second day off will be forty-eight (48) hours after the beginning of the first day off.

Notwithstanding any other rules or working conditions, for an employee to be eligible for pay at time and one-half for working on his/her regular day off, the employee must work at least three (3) days during the week in which he/she also worked on his/her regular days off. If the employee was absent on the day immediately prior to his/her regular days off, he/she must produce a doctor's certificate in order to be eligible for premium pay on his/her regular day off.

### F. Night Duty Assignments

In making assignments to night duty, except where such assignments are rotated, those to be assigned will be the employees in the particular unit where night duty is required who have the lowest preference status and are familiar with and qualified for the work which is to be done at night except where a senior employee requests such assignment as a matter of choice.

## G. Change of Shifts

1) If an employee's schedule of working hours is changed on less than a week's notice, he/she shall be paid at the rate of time and one-half for time worked on the changed tour of duty that may follow within seven (7) calendar days after notice was given.

2) An employee on a fixed day shift who, by direction of his/her superior, is temporarily required to change to night work on a special assignment or an emergency job, will be allowed time and one-half for each night's work during the first (1st) seven (7) consecutive calendar days that such special assignment or emergency job may continue.

On a temporary change of tour of duty for three (3) days or less, the employee shall be allowed on the last day of such temporary assignment to work both the changed tour and his/her regular tour.

3) This subsection does not apply to employees on rotating shifts or where the change is part of the employee's selected schedule.

## H. Transfers

1) The Authority reserves the right whenever there may be an employee in any unit of any Division with divisional seniority for whom there is no work in such unit, to transfer and assign him/her to work in any other unit of that division or in any unit of any other Division where there may be work for him/her to do within his/her title or classification. At any time after his/her transfer, if a vacancy in his/her title occurs in the unit from which he/she was transferred, he/she will be given one (1) opportunity to elect to return to such unit from which he/she was transferred with the same preference status he/she would have had had he/she remained there. An employee appointed to a Division other than the Division of his/her choice, will be given one (1) opportunity to return to the Division of his/her choice when a vacancy occurs in that Division.

2) An employee with the divisional preference status, if he/she so requests in writing and it is approved by the head of the department, or if by action of the Authority and due to changes in the organization, be forced to another Division, may transfer or be transferred from his/her Division to a position within the title in another Division, but his/her preference status shall be behind the last employee in that title in service on December 15, 1945 in the Division to which he/she has transferred. Such employee, if he/she returns to his/her original division, shall again resume his/her original preference status in that Division.

# I. Instructions

When employees are required to report for schooling or for instructions concerning their duties or functions, they shall be allowed their regular rate of pay for all time spent receiving such instructions, except that when an employee, because of errors or dereliction in the performance of his/her duties, is required by the Authority, in disciplinary proceedings, to report for schooling or instructions, he/she shall receive no

allowance of pay therefor. Employees attending classes voluntarily for their own benefit will do so on their own time without pay.

Any employee ordered to attend schooling or instructions outside of, and in addition to, his/her regularly scheduled working hours on any day shall be allowed for such attendance time and one-half at his/her regular rate of pay, except that when an employee, because of errors or dereliction in the performance of his/her duties, is required by the Authority, in disciplinary proceedings, to report for schooling or instructions, he/she shall receive no allowance of pay therefor.

# J. Safety Equipment

1) Employees shall be provided, without cost to themselves, with such safety equipment as may be authorized by the Head of the Department.

2) One (1) employee, designated by the Union shall be permitted to attend each regular local safety meeting, conducted normally once a month by supervision, without loss of pay for such attendance. At the time of designation the Union shall state which local meeting the designated employee shall attend.

# K. Reporting and Clearance

1) Employees shall clear at the end of their day's work at the same point at which they reported for work, such point to be designated by their superiors. Whenever an employee shall clear at a point other than that at which he/she reported, he/she shall be paid for the time required for him/her to return to his/her reporting point. The time so allowed shall be the scheduled operating time between the two (2) points and for the purpose of computing overtime, it shall be considered as actual working time.

2) When an employee or a group of employees are shifted from their picked location for a period of two (2) months or less, such a move shall be known as a temporary move. The employee so affected will be paid traveling time, not to exceed two (2) hours per day per employee, for the period during which he/she reports to a location other than his/her picked location. Should the job extend beyond the two (2) months for some unforeseen reason, the employee or group of employees shall be returned to their picked location and a new employee or group of employees shall be substituted. Traveling time shall be paid to the new employees while they are at the location in question. Management shall have the right to decide which employee or group of employees is to be moved, and this shall generally be determined by the availability of the employees so that it will have the least disrupting effect on urgent work that is in progress. Generally, an employee or group of employees as near as possible to the new location will be shifted.

Where the shift in location is to be made, for a period of more than two (2) months, it shall be classified as a permanent move. When a permanent move is made, no traveling time will be paid even for the first (lst) two (2) months of the move. The job at the new location will be put up for bid among all the employees in the titles in question throughout the entire rapid transit system.

3) A Signal Maintainer whose schedule requires him/her to relieve a fellow Signal Maintainer shall receive one (1) ten (10) minute reporting allowance at his/her regular rate of pay for that tour of duty.

4) A Telephone Maintainer and Electronic Equipment Maintainer whose schedule requires him/her to relieve a fellow Telephone Maintainer and Electronic Equipment Maintainer shall receive one (1) ten (10) minute reporting allowance at his/her regular rate of pay for that tour of duty.

5) A Signal Maintainer who is required to remain on the premises of the New York City Transit System to prepare reports of unusual occurrences or accidents, shall be allowed one (1) hour's pay at his/her regular rate of pay.

L. Picks and Preference Status

1) General

At least one (1) pick shall be conducted every fourteen (14) months with all quota jobs to be listed on the pick. There will be no bids.

The extent and method of picking jobs within a classification in a department will, if possible, be mutually arrived at between the Head of the Department and the Union grievance representative of the employees in the group affected. In the event of disagreement, the decision shall be made by the Vice President, Rapid Transit. Such decision may be made subject to the grievance procedure where it is claimed that the decision imperils the health or safety or unreasonably disregards the normal seniority rights of any employee. It is understood that any employee who bids a job by seniority must be qualified for the job, and in addition must be able to meet normal production in a reasonable length of time, normally a period of ten (10) days.

Subject to the exceptions hereinafter set forth, preference in picks and bids will depend upon length of service in the particular title within the particular unit.

The provisions for determining the preference status of employees in respect of picks are subject to the following qualifications and exceptions:

a. Employees in a particular title at the date of unification and those appointed to a particular Division in the same title between the date of unification and the formation of the consolidated Maintenance of Way Department, December 15, 1945, shall have divisional preference only and shall have preference status on that particular Division above that of any employee in the same title appointed subsequent to December 15, 1945.

b. Except for the Signals Sections as covered in c. below, an employee with divisional preference status only on a Division in which the work of the title is divided into units or sections, as heretofore established, will if he/she desires and conditions permit, or if he/she is forced by conditions of the organization, transfer from one unit or section to another of the same classification of work on the Division.

The employee so transferred shall have preference status in the unit or section to which he/she transfers behind the last employee who has unit or section divisional preference status in that unit or section, or has previously established such unit or section preference status by a similar transfer.

c. (1) For provisional promotion a single eligible list for the entire system will be established in each Bureau for each class of work in the title. The class of work shall generally follow the classifications established by the City Civil Service Commission or the City Personnel Director in qualifying persons for examinations for permanent appointment to the title.

(2) Time worked as a provisional will not be counted in determining length of service in a particular position, unless the provisional appointee shall receive a permanent appointment to the title for such position in which he/she served as a provisional immediately upon the termination of his/her status as a provisional and without interruption of continuous service in the title, and his/her preference status shall be below that of any employee appointed to the position from any eligible list which was promulgated by the City Civil Service Commission or City Personnel Director prior to the promulgation of the list from which he/she himself/herself was appointed.

2) Electrical Employees Other Than Signal Maintainers and Signal Helpers:

Whenever within any unit in which picks of tours of duty may be permitted there is one quota of employees scheduled to work a greater number of hours per week than another quota, employees within such unit will be permitted to pick into the quotas, according to their preference status, and any employee who, as a result of such pick, is dislodged from the quota in which he/she was previously included shall have his/her scheduled work week changed accordingly.

3) Signal Employees:

a. The signal sections herein referred to are three (3) in number, namely, the IND section, the BMT section, and the IRT section.

b. In determining the preference status of employees in the maintenance forces of the IND, BMT, and IRT sections, the provisions as set forth in Section L.1) above shall govern.

4) Signal Group:

a. Fifty percent (50%) of the repair and renewal jobs which are designated as "asbestos handler certification required" (maximum of 24 locked in) will be designated as locked in for two (2) consecutive picks.

b. Fifty percent (50%) of the new technology jobs (maximum of 6 locked in) will be designated as locked in for two (2) consecutive picks.

5) Communications Group:

Fifty percent (50%) of the jobs in the following groups: Asbestos Cable gang (maximum of 5 locked in), Station Communication (maximum of 30 locked in), and Network Systems (maximum of 20 locked in), will be designated as locked in for two (2) consecutive picks.

### M. Tools

Employees shall be provided, without cost to themselves, with such tools as may be authorized by the head of the department, subject to the approval of the Transit Authority.

### N. Foul Weather Gear and Working In Foul Weather

The practices regarding these items shall be in accordance with agreements between the Transit Authority and the recognized Union.

## O. Asbestos/Mercury Removal Differential

When assigned to remove and dispose of mercury and asbestos, either for the purpose of making repairs or the complete removal from the property, those employees will receive a differential of one dollar and seventy-five cents (\$1.75) per hour for the entire eight (8) hour tour, whether regular or overtime.

## P. Asbestos Handler License and Re-certification

Employees whose positions are designated as "Asbestos Handler - certification required" will be paid a one hundred dollar (\$100.00) bonus upon attainment of an Asbestos Handler license. Upon attaining annual re-certification, those employees in positions designated as "Asbestos Handler certification required" will be paid a one hundred dollar (\$100.00) bonus. A maximum of one (1) such bonus shall be paid within a consecutive twelve month period.

## Q. Joint Electrical Systems Committee

1) The Transport Workers Union and Division of Electrical Systems agree to form a committee to meet biweekly ending December 31, 1994 or 6 months after ratification of the 1994-1997 Collective Bargaining Agreement, to explore the following:

Duties, responsibilities and qualifications for positions in the Electrical System Department, new titles in the Electrical Systems and appropriate salary ranges for the above, all requirements will be given by the committee, in writing, to the Department Head of the Electrical System, and the appropriate TWU, Vice President. At the first meeting, the TWU will present an agenda prioritizing the positions to be evaluated.

 The Division of Electrical Systems agrees to support expanded promotional opportunities within the Transit System for Electrical Systems employees.
 SECTION 3.7 - ELECTRICAL DIVISION POWER GROUP

A. Hours and Days of Work

1) The basic number of hours per week to be worked by regularly assigned employees shall not exceed forty (40) hours. The basic day's work for regularly assigned employees shall be as scheduled by their superiors subject to approval by the Transit Authority, but shall not exceed eight (8) hours per day.

2) At least two (2) days rest, without pay, during the calendar week shall be allowed each employee, except in emergency or when service requirements prevent it.

3) If an employee's schedule of working hours is changed on less than a week's notice, he/she shall be paid at the rate of time and one-half for time worked on the changed tour of duty that may follow within seven (7) calendar days after notice was given.

4) An employee reporting late because of unusual interruption of service on the New York City Transit System shall suffer no loss of pay for time lost due to such lateness, provided such interruption of service, as the cause of his/her lateness, is established to the satisfaction of his/her superior.

5) Any employee who has an assignment of work carrying with it a specific location for reporting to work and who thereafter is temporarily required to report for work at a different location, shall be allowed, during the duration of such temporary reassignment, in addition to his/her regular day's pay, his/her straight time rate of pay for the time required to travel from the one location to the other and return, provided however, that the total of such time allowance shall not exceed two (2) hours in any one day.

6) Each employee in the title of "Power Maintainer-B", who is designated as being operating personnel (as distinguished from the repair and maintenance employees), and who works a rotating tour of duty requiring relief of another employee, will be allowed one (1) ten (10) minute reporting allowance at his/her regular rate of pay for reporting for his/her assigned tour of duty.

B. Lunch Period

Employees who are not required to eat lunch on the job will be allowed a thirty (30) minute lunch period within their working hours and without deduction of pay on every day when their actual working time exceeds six (6) hours. Any employee on a straight trick or tour of duty who is prevented, through no fault of his/her own, from having at least twenty (20) minutes for lunch within the period specified therefor in his/her schedule, will be allowed one-half hour's extra pay at his/her regular hourly rate provided the loss of lunch time is proved to the satisfaction of the Superintendent.

C. Overtime

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

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

3) Required overtime work will be spread fairly among the employees qualified for the work to be done. Overtime work assignments shall comply with Section 1.12 of this Agreement.

4) If an employee in the operating personnel of the Power Department, as distinguished from the repair and maintenance employees, is held over for two (2) hours or more of overtime work after the completion of his/her regularly scheduled tour of duty, whatever may be the cause of such overtime work he/she shall be granted a meal allowance of three dollars (\$3.00), and if the overtime work covers a total of seven (7) hours or more, he/she shall be given another meal allowance.

D. Increased AVA and Vacation Quotas

The Union and the Authority Shall meet periodically to discuss increasing the number of AVA and vacation quotas where operational needs permit.

E. Snow Work

All employees who are required to work on snow work instead of their regularly assigned duties will receive pay at the rate of time and one-half for such work.

Such premium payments for snow duty shall be limited to situations where the employee actually performs such duty outside where there is snow on the ground and where such work would not be required but for the snow or icing conditions, except that under no circumstances shall snow pay premium payments be made for work if such payments would not have been made prior to March 31, 1985.

F. Payment for Work on Regular Day Off

An employee who is required to work on a day which is scheduled for him/her as a day off, other than one of the holidays allowed with pay, shall be allowed time and one-half for all work on such day, but shall be paid for his/her work on such day a minimum of one and one-half times his/her regular full day's pay.

An employee's day off will commence eight (8) hours after the time scheduled for the completion of his/her last previous tour of duty and will continue for twenty-four (24) consecutive hours. In the case of an employee having two or more consecutive days off, the second day off will immediately follow for the next twenty-four (24) hours and similarly for any others.

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

#### G. Change of Shifts

If an employee's schedule of working hours is changed temporarily by direction of his/her superior, he/she shall be allowed time and one-half for the first seven (7) consecutive calendar days of such change. If such an assignment lasts more than sixty (60) days, then it will be considered as another temporary assignment.

#### H. Gloves, Goggles, Etc.

Employees shall be provided, without cost to themselves, with such gloves, goggles and other safety equipment as may be authorized by the head of the department.

#### I. Night Duty

In making assignments to night duty, except where such assignments are rotated, those to be assigned will be the employees in the particular unit where night duty is required who have the lowest preference status and are familiar with and are qualified for the work which is to be done at night. This shall also apply in assignments from fixed day shifts to rotating shifts.

#### J. Instructions

When employees are required to report for schooling or for instructions in the performance of their regular duties they shall be allowed their regular rate of pay for all time necessarily consumed except that when an employee is required by the Authority, in disciplinary proceedings, to report for schooling or instructions because of errors or dereliction in the performance of his/her duties, he/she shall receive no allowance of pay therefor. Employees attending classes voluntarily for their own benefit will do so on their own time without pay.

Any employee ordered to attend schooling or instructions outside of, and in addition to, his/her regularly scheduled working hours on any day shall be allowed for such attendance time and one-half at his/her regular rate of pay, except that when an employee, because of errors or dereliction in the

performance of his/her duties, is required by the Authority, in disciplinary proceedings to report for schooling or instructions, he/she shall receive no allowance of pay therefor.

#### K. Preferences and Transfers

The extent and method of expressing preference for job assignment within a classification in a department will, if possible, be mutually arrived at between the Head of the Department and the exclusive Union grievance representative of the employees in the group affected. In the event of disagreement, the decision shall be made by the Vice President of Rapid Transit. Such decision may be made subject to the grievance procedure of this Agreement, where it is claimed that the decision imperils the health or safety or unreasonably disregards the normal seniority rights of any employee. It is understood that any employee who expressed preference and is assigned a job by seniority must be qualified for the job, and in addition must be able to meet normal production in a reasonable length of time.

An employee transferred from one unit to another shall be credited with the time served in the same title or class of work in the unit from which he/she was transferred for the purpose of determining his/her preference status in the unit to which he/she is transferred. In transfers from one unit to another, preference shall be based on the employee's status on the general roster for his/her title. All newly hired employees employed as Helpers shall, as far as practicable, be assigned to the least desirable types of work within the title.

Where a vacancy is to be filled, notice of the award pursuant to the FM-170 procedure shall be made within two (2) weeks following the vacancy.

Employees who have been selected for jobs requiring special maintenance-related training (cable fault locating, welding, electronic maintenance, etc.) may be frozen for two (2) years in the assignment after the training is completed.

Newly assigned employees who have been selected for jobs requiring operational related training (District Operators and Inspectors and Manual Substation Operators) may be frozen for eighteen (18) months in that assignment.

#### L. Asbestos/Mercury Removal Differential

When assigned to remove and dispose of mercury and asbestos either for the purpose of making repairs or the complete removal from the property, those employees will receive a differential of one dollar and seventy-five cents (\$1.75) per hour for the entire eight (8) hour tour, whether regular or overtime.

M. Joint Electrical Systems Committee

1) The Transport Workers Union and Division of Electrical Systems agree to form a committee to meet biweekly ending December 31, 1994 or 6 months after ratification of the 1994-1997 Collective Bargaining Agreement to explore the following:

Duties, responsibilities and qualifications for positions in the Electrical System Department, new titles in the Electrical Systems Department, and appropriate salary ranges for the above, all requirements will be given by the committee, in writing, to the Department Head of the Electrical System, and the appropriate TWU Vice President. At the first meeting, the TWU will present an agenda prioritizing the positions to be evaluated. To the extent that the parties agree on the duties, responsibilities and qualifications of existing or newly structured titles, including wage issues in the 1999 collective bargaining agreement, the committee shall meet to discuss the impact of those agreements on areas including but not limited to seniority.

2) The Division of Electrical Systems agrees to support expanded promotional opportunities within the Transit System for Electrical Systems employees.

N. Work Rules Applicable to Power Distribution Employees

I. All Power Distribution Employees previously covered by Section 3.5 of this Agreement shall be covered under this section. Unless otherwise specifically agreed to by the Parties, the work rules for Power Distribution employees shall be contained in this subparagraph which shall only apply to Power Distribution employees.

II. The following working rules and conditions apply to Power Distribution employees previously covered by Section 3.5 of this Agreement:

a. Hours and Days of Work

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

2) At least two (2) days rest, without pay, during the calendar or payroll week shall be allowed to each employee, except in emergencies or when service requirements prevent it.

3) All scheduled tricks shall be straight tricks and there shall be no swing tricks in this department. There may, however, be rotating tricks and an employee may be required to work certain hours one week and certain other hours another week.

4) Any employee, who is required to and does report for his/her regularly scheduled tour of duty and who, through no fault of his/her own, is not used, will be allowed pay for the full time of his/her scheduled tour of duty.

5) An employee reporting late because of an unusual interruption of service on the New York City Transit System shall suffer no loss of pay for time lost on that account, provided such interruption as the cause of his/her lateness is established to the satisfaction of his/her supervisor.

6) Except in a case covered by paragraph 5. above, an employee who reports for duty late may lose part or all of his/her day's work and shall be paid only for time worked.

b. Overtime

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

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

3) Required overtime will be spread fairly among the employees qualified for the work to be done. Overtime work assignments shall comply with Section 1.12 of this Agreement.

c. Lunch Period

Employees who are not required to eat lunch on the job will be allowed thirty (30) minutes lunch period within their working hours and without deduction of pay on every day when their actual working time exceeds six (6) hours. Any employee on a straight trick or tour of duty who is prevented, through no fault of his/her own, from having at least twenty (20) minutes for lunch within the period specified therefor in his/her schedule, will be allowed one-half hour's extra pay at his/her regular hourly rate providing the loss of lunch time is proved to the satisfaction of the Superintendent.

d. Snow Work

All employees who are required to work on snow work instead of their regularly assigned duties will receive pay at the rate of time and one-half for such work.

Such premium payments for snow duty shall be limited to situations where the employee actually performs such duty outside where there is snow on the ground and where such work would not be required but for the snow or icing conditions, except that under no circumstance shall snow pay premium payments be made for work if such payments would not have been made prior to March 31, 1985.

e. Payment for Work on Scheduled Day Off

An employee who is required to work on a day which is scheduled for him/her as a day off, other than one of the holidays allowed with pay, shall be allowed time and one-half for all work on such day, but shall be paid for his/her work on such day a minimum of one and one-half times his/her regular full day's pay.

In the case of an employee having two (2) consecutive days off within a period of fifty-six (56) hours or more between two scheduled tours of duty, the beginning of the first day off will be eight (8) hours after the time scheduled for the completion of his/her last previous tour of duty and the end of the second day off will be forty-eight (48) hours after the beginning of the first day off.

Notwithstanding any other rules or working conditions, for an employee to be eligible for pay at time and one-half for working on his/her regular day off, the employee must work at least three (3) days during the week in which he/she also worked on his/her regular days off. If the employee was absent on the day immediately prior to his/her regular days off, he/she must produce a doctor's certificate in order to be eligible for premium pay on his/her regular day off.

## f. Night Duty Assignments

In making assignments to night duty, except where such assignments are rotated, those to be assigned will be the employees in the particular unit where night duty is required who have the lowest preference status and are familiar with and qualified for the work which is to be done at night except where a senior employee requests such assignment as a matter of choice.

g. Change of Shifts

1) If an employee's schedule of working hours is changed on less than a week's notice, he/she shall be paid at the rate of time and one-half for time worked on the changed tour of duty that may follow within seven (7) calendar days after notice was given.

2) An employee on a fixed day shift who, by direction of his/her superior, is temporarily required to change to night work on a special assignment or an emergency job, will be allowed time and one-half for each night's work during the first (1st) seven (7) consecutive calendar days that such special assignment or emergency job may continue.

On a temporary change of tour of duty for three (3) days or less, the employee shall be allowed on the last day of such temporary assignment to work both the changed tour and his/her regular tour.

3) This subsection does not apply to employees on rotating shifts or where the change is part of the employee's selected schedule.

h. Transfers

1) The Authority reserves the right whenever there may be an employee in any unit of any Division with divisional seniority for whom there is no work in such unit, to transfer and assign him/her to work in any other unit of that division or in any unit of any other Division where there may be work for him/her to do within his/her title or classification. At any time after his/her transfer, if a vacancy in his/her title occurs in the unit from which he/she was transferred, he/she will be given one (1) opportunity to elect to return to such unit from which he/she was transferred with the same preference status he/she would have had had he/she remained there. An employee appointed to a Division other than the Division of his/her choice, will be given one (1) opportunity to return to the Division of his/her choice when a vacancy occurs in that Division.

2) An employee with the divisional preference status, if he/she so requests in writing and it is approved by the head of the department, or if by action of the Authority and due to changes in the organization, be forced to another Division, may transfer or be transferred from his/her Division to a position within the title in another Division, but his/her preference status shall be behind the last employee in that title in service on December 15, 1945 in the Division to which he/she has transferred. Such employee, if he/she returns to his/her original division, shall again resume his/her original preference status in that division.

i. Instructions

When employees are required to report for schooling or for instructions concerning their duties or functions, they shall be allowed their regular rate of pay for all time spent receiving such instructions, except that when an employee, because of errors or dereliction in the performance of his/her duties, is required by the Authority, in disciplinary proceedings, to report for schooling or instructions, he/she shall receive no allowance of pay therefor. Employees attending classes voluntarily for their own benefit will do so on their own time without pay. Employees attending Line Equipment School shall be paid straight time for such attendance.

Any employee ordered to attend schooling or instructions outside of, and in addition to, his/her regularly scheduled working hours on any day shall be allowed for such attendance time and one-half at his/her regular rate of pay, except that when an employee, because of errors or dereliction in the performance of his/her duties, is required by the Transit Authority, in disciplinary proceedings, to report for schooling or instructions, he/she shall receive no allowance of pay therefor.

j. Safety Equipment

1) Employees shall be provided, without cost to themselves, with such safety equipment as may be authorized by the Head of the Department.

2) One (1) employee, designated by the Union shall be permitted to attend each regular local safety meeting, conducted normally once a month by supervision, without loss of pay for such attendance. At the time of designation the Union shall state which local meeting the designated employee shall attend.

3) Employees assigned to Track, Infrastructure and Facilities shall be provided with prescription safety glasses. The Authority reserves the right to strictly enforce the safety rules and employees failing to wear safety glasses as required shall be subject to loss of differential pay in addition to disciplinary action. The Union agrees to cooperate with the Authority in seeing that safety rules are observed.

### k. Reporting and Clearance

1) Employees shall clear at the end of their day's work at the same point at which they reported for work, such point to be designated by their superiors. Whenever an employee shall clear at a point other than that at which he/she reported, he/she shall be paid for the time required for him/her to return to his/her reporting point. The time so allowed shall be the scheduled operating time between the two (2) points and for the purpose of computing overtime, it shall be considered as actual working time.

2) When an employee or a group of employees are shifted from their picked location for a period of two (2) months or less, such a move shall be known as a temporary move. The employee so affected will be paid traveling time, not to exceed two (2) hours per day per employee, for the period during which he/she reports to a location other than his/her picked location. Should the job extend beyond the two (2) months for some unforeseen reason, the employee or group of employees shall be returned to their picked location and a new employee or group of employees shall be substituted. Traveling time shall be paid to the new employees while they are at the location in question. Management shall have the right to decide which employee or group of employees is to be moved, and this shall generally be determined by the availability of the employees so that it will have the least disrupting effect on urgent work that is in progress. Generally, an employee or group of employees as near as possible to the new location will be shifted.

Where the shift in location is to be made, for a period of more than two (2) months, it shall be classified as a permanent move. When a permanent move is made, no traveling time will be paid even for the first (1st) two (2) months of the move. The job at the new location will be put up for bid among all the employees in the titles in question throughout the entire rapid transit system.

- 1. Picks and Preference Status
- 1) General

The extent and method of picking jobs within a classification in a department will, if possible, be mutually arrived at between the Head of the Department and the Union grievance representative of the employees in the group affected. In the event of disagreement, the decision shall be made by the Vice President, Rapid Transit. Such decision may be made subject to the grievance procedure where it is claimed that the decision imperils the health or safety or unreasonably disregards the normal seniority rights of any employee. It is understood that any employee who bids a job by seniority must be qualified for the job, and in addition must be able to meet normal production in a reasonable length of time, normally a period of ten (10) days.

Subject to the exceptions hereinafter set forth, preference in picks and bids will depend upon length of service in the particular title within the particular unit.

The provisions for determining the preference status of employees in respect of picks are subject to the following qualifications and exceptions:

a. Employees in a particular title at the date of unification and those appointed to a particular Division in the same title between the date of unification and the formation of the consolidated Maintenance of Way Department, December 15, 1945, shall have divisional preference only and shall have preference status on that particular Division above that of any employee in the same title appointed subsequent to December 15, 1945.

b. An employee with divisional preference status only on a Division in which the work of the title is divided into units or sections, as heretofore established, will if he/she desires and conditions permit, or if he/she is forced by conditions of the organization, transfer from one unit or section to another of the same classification of work on the Division. The employee so transferred shall have preference status in the unit or section to which he/she transfers behind the last employee who has unit or section divisional preference status in that unit or section, or has previously established such unit or section preference status by a similar transfer.

c. Employees appointed after December 15, 1945 shall have system-wide preference status in the titles to which they were appointed.

d. (1). For provisional promotion a single eligible list for the entire system will be established in each Bureau for each class of work in the title. The class of work shall generally follow the classifications established by the City Civil Service Commission or the City Personnel Director in qualifying persons for examinations for permanent appointment to the title.

(2). Time worked as a provisional will not be counted in determining length of service in a particular position, unless the provisional appointee shall receive a permanent appointment to the title for such position in which he/she served as a provisional immediately upon the termination of his/her status as a provisional and without interruption of continuous service in the title, and his/her preference status shall be below that of any employee appointed to the position from any eligible list which was promulgated by the City Civil Service Commission or City Personnel Director prior to the promulgation of the list from which he/she himself/herself was appointed.

2) Track & Structure Employees Other Than Turnstile Maintainers:

Whenever within any unit in which picks of tours of duty may be permitted there is one quota of employees scheduled to work a greater number of hours per week than another quota, employees within such unit will be permitted to pick into the quotas, according to their preference status, and any

employee who, as a result of such pick, is dislodged from the quota in which he/she was previously included shall have his/her scheduled work week changed accordingly.

m. Tools

Employees shall be provided, without cost to themselves, with such tools as may be authorized by the Head of the Department, subject to the approval of the Authority.

n. Foul Weather Gear and Working In Foul Weather

The practices regarding these items shall be in accordance with agreements between the Authority and the recognized Union.

o. Asbestos Removal Differential

Power Distribution Maintainers, when assigned to remove and dispose of asbestos, either for the purpose of making repairs or complete removal from the property, will receive a flat \$1.75 per hour differential for the entire eight (8) hour tour whether regular or overtime. Employees will be trained and qualified to perform such functions.

p. 1988 Miscellaneous Agreements

1) The Chairman, Power Distribution, will be furnished with a departmental list of hourly employee overtime worked the previous week. This list will be provided on a weekly basis.

2) Union and Management agree to modify Structured Overtime Rules.

q. 1992 Miscellaneous Agreements (Power Distribution)

1) The Union and Management agree to include basic circuit breaker power operation training as part of the existing power distribution maintainer training course.

2) The Union and Management agree to seek promotional opportunities for power distribution helper.

## SECTION 3.8 – DIVISION OF STATIONS

### A. Daily Working Hours

1) The basic working day for employees in the Station Division shall be eight (8) hours and all such employees who are ordered to and do report on any day shall be entitled to at least eight (8) hours pay for the day, provided they report on time and work their full assignments or hold themselves available for and perform all such work as may be assigned to them. All employees in the Station Division will be required to report for duty at least five (5) days in each payroll week.

2) At least two (2) days rest, without pay, in a calendar or payroll week will be allowed to each employee in the Station Division, except in emergencies or when service requirements prevent it.

3) Any employee of the Station Division who reports for his/her regularly assigned tour of duty and who, through no fault of his/her own, is not used, shall receive his/her regular day's pay, provided he/she holds himself/herself available for and performs such work as may be assigned to him/her.

4) An employee reporting late because of an unusual interruption in the service of the New York City Transit System shall suffer no loss of pay for the time lost on that account, provided such interruption, as the cause of his/her lateness, is established to the satisfaction of his/her superior.

5) Except in a case covered by paragraph 4) above, an employee who reports for duty late may lose part or all of his/her days work and shall be paid only for time worked.

6) A Railroad Clerk who is required to remain on the premises of the New York City Transit System after his/her tour of duty to prepare reports of unusual occurrences or accidents shall be allowed thirty (30) minutes pay at his/her regular rate of pay.

#### B. Overtime

- 1) Employees in the Station Division who are required to work more than eight (8) hours during any one trick or tour of duty, whether the excess be before the beginning or after the ending of the employee's ordinary trick or tour of duty, will be allowed for such excess service or overtime, time and one-half at their regular rate of pay.
- 2) Employees in the Station Division will not be required to suspend work during working hours to absorb overtime.
- 3) Overtime Earnings Cap

Effective December 15, 1999, the Authority shall have the right to deny overtime to any Division of Stations employees who meet the above criteria:

1) Cleaners, regardless of responsibility center or work unit, whose gross earnings (includes all payroll codes and payments made during the period)over the prior twelve month period exceeds \$57,062.00;

2) Station Agents, regardless of responsibility center or work unit, whose gross earnings (includes all payroll codes and payments made during the period) over the prior twelve (12) month period exceeds \$67,437.00.

These overtime earnings caps will be correspondingly increased by negotiated wage increases.

C. Snow Duty

All employees who are required to work on snow duty, on other than their assigned stations, will receive pay at the rate of time and one-half for such work.

Such premium payments for snow duty shall be limited to situations where the employee actually performs such duty outside where there is snow on the ground and where such work would not be required but for the snow or icing conditions, except that under no circumstances shall snow pay premium payments be made for work if such payments would not have been made prior to March 31, 1985.

## D. Lunch Period

Employees in the Station Division on straight tricks or tours of duty shall be allowed thirty (30) minutes lunch period, without deduction of pay, as nearly as practicable between the third and sixth hours of work. If, for any reason, an employee in the Station Division on a straight trick or tour of duty is prevented, through no fault of his/her own, from having at least twenty (20) minutes for lunch, he/she will be allowed one-half hour extra pay at his/her regular rate provided the loss of lunch time is proved to the satisfaction of the Superintendent.

E. Payment For Work On Regular Day Off

1) An employee who is required to work on his/her regular day off in any payroll week will be allowed time and one-half for his/her work on his/her regular day off and will be given at least eight (8) hours work.

2) An employee officially excused for union business without pay, if required to work on his/her regular day off in that payroll week, will be paid for such work on his/her regular day off at the rate of time and one-half.

3) Notwithstanding any other rules or working conditions, for an employee to be eligible for pay at time and one-half for working on his/her regular day off, the employee must work at least three (3)

days during the week in which he/she also worked on his/her regular days off. If the employee was absent on the day immediately prior to his/her regular days off, he/she must produce a doctor's certificate in order to be eligible for premium pay on his/her regular day off.

#### F. Training and Instruction

All Station Division employees will be paid straight time for any reinstruction occurring outside their tours of duty, except that when an employee, because of errors or dereliction in the performance of his/her duties, is required by the Transit Authority in disciplinary proceedings to report for schooling or instructions he/she shall receive no allowance of pay therefor.

Employees who have revenue or accounting discrepancies may be required, at Management's discretion, to attend on their own time, a refresher course in revenue and accounting procedures.

#### G. Verification of Accounts

Time required to verify accounts with reliefs shall be at the beginning of an employee's scheduled tour of duty and be paid for as follows:

1) A Railroad Clerk assigned to a booth which is open twenty-four (24) hours per day shall be granted an allowance of fifteen (15) minutes per day at his/her regular rate of pay.

2) This allowance will not be paid if the employee is compensated for such time as overtime because of being held over on any overtime assignment.

3) When absent from duty with pay, employees in the title of Railroad Clerk will receive the allowance for verification of accounts only when in attendance at court by direction of the Transit Authority.

#### H. Instructions

Any Railroad Clerk ordered by his/her superior to instruct employees in a booth in the performance of Railroad Clerk's duties will receive an allowance of one (1) hour's pay at his/her regular rate of pay for each day spent in such instruction. This shall not apply where the student or trainee Railroad Clerk is in the booth merely for observation purposes.

I. Picks of Tricks or Tours of Duty and Vacation

1) The extent and method of picking jobs within a classification in the division will, if possible, be mutually arrived at between the Head of the Division and the exclusive Union grievance representative of the employees in the group affected. In the event of disagreement, the decision shall be made by the Vice President and General Manager. Such decision may be made subject to the grievance procedure where it is claimed that the decision imperils the health or safety or unreasonably disregards the normal seniority rights of any employee. It is understood that any employee who bids a job by seniority must be qualified for the job, and in addition must be able to meet normal production in a reasonable length of time, normally a period of ten (10) days.

Employees in the Station Division shall be entitled to preferences as among themselves in any picks which may be permitted in accordance with their seniority status as hereinafter provided.

The provisions for determining the preference status of employees in respect to picks are subject to the following qualifications:

a. A general pick of tricks or tours of duty shall be held twice a year; in the Spring and in the Fall.

b. At such semi-annual picks all regular Station Division jobs shall be open for selection by employees in accordance with their preference status in each title and classification of work, as herein provided, but if any employee should pick an assignment, which, in the opinion of the Superintendent, is too difficult for him/her to handle efficiently, there must be a redistribution of assignments such as will satisfy the Superintendent that no employee has an assignment which he/she or she can not efficiently handle.

c. Lists showing employees' preference status for such picks and results thereof shall be posted on the bulletin boards.

d. Any employee who expects to be absent at the time of a pick may leave with the head of his/her department notice in writing indicating his/her choice of tricks or tours of duty. If an absent employee leaves no such written notice, a job will be selected for him/her by his/her superior similar, as nearly as possible, to that which he/she held during the period immediately preceding such pick.

e. If a trick or tour of duty in any classification of work is left open for any reason, there shall be two (2) bids for open tricks or tours during the life of a pick. Such bids will be advertised for ten (10) days.

f. Open tricks or tours of duty will be assigned to employees with the highest preference status who have no regular assignment until such time as they are awarded to successful bidders.

g. Jobs for Cleaners (TA) classified as "yard tricks" shall be included as jobs open for selection at the semi-annual pick for Cleaners (TA) in the Station Division.

h. Effective April 19, 2001, the new Cleaner positions in the Division of Rapid Transit Operations will be posted for selection during the semi-annual Division of Stations picks. Once picking into the Division of RTO, the Cleaners will be under the direction of that division. Employees will remain with the RDOs and tours (as originally posted) picked during the period of the semi-annual pick.

i. The same rules for preference in picks of tricks and tours of duty will apply to picks of vacations. A vacation pick will be held at the Fall pick, and preference status for the purpose of such

pick shall be determined in the same manner as for the pick of tricks or tours of duty. The vacation year for employees in the Station Division will run from January 1st to December 31st in each year and vacation will be spread over the entire calendar year. Open vacation periods will not be subject to bid.

j. Notwithstanding anything in this Section 3.8 to the contrary, time worked in any title as a provisional will not be counted in determining length of service in that title unless the provisional appointee shall receive a permanent appointment to the title, in the same unit for general picks in which he/she served as a provisional, immediately upon the termination of his/her status as a provisional and without interruption of continuous service in the title, and even then his/her preference status shall be below that of any employee in the title appointed from any eligible list promulgated for the title by the City Civil Service Commission or City Personnel Director prior to the promulgation of the list from which he/she himself/herself was appointed.

k. The Union shall be notified of any changes in Cleaner's (TA) work schedules before they are put into effect.

2) Prior to each pick, the department may designate fifty (50) Railroad Clerks, and forty (40) Cleaners (TA) jobs posted on the pick as restricted duty jobs. Such jobs shall be shown as "on chance" on the job pick. Employees with service-connected disabilities or non-service connected disabilities will be assigned to these jobs depending on medical restrictions as determined by the Medical Department. Only Station Division employees will be considered for these jobs.

3) At the Summer General Pick, thirty (30) Railroad Clerks per tour of duty and fifteen (15) Road Cleaners (TA) per tour of duty will be permitted to pick off on Thanksgiving or New Year's Day.

At said General Pick, forty (40) Railroad Clerks per tour of duty and fifteen (15) Road Cleaners (TA) per tour of duty will be permitted to pick off on Christmas.

At said General Pick, twenty-five (25) Railroad Clerks per tour of duty and fifteen (15) Road Cleaners (TA) per tour of duty will be permitted to pick off on July 4th or Labor Day.

In no case will any one (1) Railroad Clerk or any one (1) Road Cleaner (TA) be permitted to pick off on more than one of the above-stated holidays.

Cleaners (TA) working in PM and Night groups or gangs of three (3) or more will be off on Christmas Eve and New Year's Eve and in exchange will work Christmas Day (December 25th), and New Year's Day (January 1st). They will not be permitted to pick off other holidays. Cleaners (TA) working in AM groups or gangs of three (3) or more will be off Christmas Day and New Year's Day.

4) Cleaners and Railroad Clerks/Station Agents will be given the opportunity to use one (1) week of vacation in single days subject to the following conditions:

a. employees who wish to take one (1) week of their annual vacation in single days will be given the opportunity to do so provided they commit to do so in writing approximately six (6) weeks before the general vacation pick;

b. Employees may not use single day vacation days on paid holidays as such are defined elsewhere in this Agreement;

c. Single day vacation days that are not used by December 1<sup>st</sup> of the vacation year will be cashed out prior to December 31<sup>st</sup> of said vacation year. Cashed out days shall be paid at the employees straight time rate for eight (8) hours per day plus the AFC differential and night shift differential if applicable. Employees who are suspended pending dismissal will not be allowed to cash in any unused days. Cash sums paid to employees for unused days will not be considered pensionable income;

d. The Authority and the Union will undertake a comprehensive effort to inform all affected employees of all time-bars relating to this subparagraph four (4).

## J. Comfort Relief

Railroad Clerks upon request will be granted necessary comfort relief during their tour of duty, without reduction in pay.

K. Picture Identification Tags

The Division shall provide picture identification tags to all Station Division personnel. Such pictures shall be taken during the pick or on the employee's own time. Should the employee's physical appearance change, the employee shall be required to take a new picture on his/her own time. The identification must be carried and displayed on request while on duty on Transit Authority property.

L. Uniforms and Foul Weather Gear

1) All Station Agents and Cleaners (TA) will be supplied with uniforms in accordance with the provisions of the Uniform Entitlement Program. Maternity uniforms will be supplied as necessary.

2) Cleaners (TA), whose duties so require, will be supplied with foul weather gear which must be worn when the duties of the employee require such protection. Such foul weather gear will consist of raincoats, rain hats, and overshoes.

3) Effective April 1, 1994, and payable each April 1st thereafter, all Railroad Clerks who have been issued uniforms and who have completed one (1) year of service in title will receive a fifty dollar (\$50.00) uniform cleaning allowance per year and all Railroad Clerks who have been issued uniforms and who have completed at least six (6) months but less than one (1) year of service will receive a prorated amount for each month of service.

4) Effective April 1, 1994, and payable each April 1st thereafter, all Cleaners (TA) who have completed one (1) year of service in title will receive a fifty dollar (\$50.00) work shoe allowance per year and all Cleaners (TA) who have completed at least six (6) months but less than one (1) year of service will receive a prorated amount for each month of service.

#### M. Joint Union/Management Review Committee

A committee consisting of the Chief Station Officer and/or his/her designees and the Vice President, TWU, and/or his/her designees shall be constituted to discuss revenue procedures, booth and station conditions, changes of policy, employee facilities and such other matters as are mutually agreed to. The Committee shall meet quarterly.

#### N. Part-time Railroad Clerks

Notwithstanding any other provision affecting Railroad Clerks, the Transit Authority may continue to hire part-time Railroad Clerks on an experimental basis to be used exclusively for opening token booths closed due to the financial crisis or where a new booth is opened to accommodate a four (4) hour job due to increased traffic. Such part-time Clerks shall be paid at the entrance rate for Railroad Clerks hired on or after April 1, 1980, as set forth in Appendix A of this Agreement, and shall not be entitled to any night differential, overtime pay or fringes of any kind including but not limited to pensions, sick leave, vacation, holidays, jury duty, injury on duty differential, etc.

#### O. Shortages

Railroad Clerks will be required to pay up to five hundred dollars (\$500) of any shortage immediately, such payment to be effectuated by payroll deduction. The balance of a shortage in excess of five hundred dollars (\$500) will be repaid based on a schedule to be set by Management after discussion with the Union. Immediate repayment will not be required for booth hold-ups, turnstile break-ins, turnstile malfunctions or ten-pack shortages.

#### P. Release Time

The Authority agrees to release full time with pay one (1) additional employee, for a total of two (2).

#### Q. Refuse Driver Differential

Employees who work refuse truck driver jobs shall be entitled to a driver differential of \$1.00 per hour which shall be paid for all hours actually worked, including vacation.

#### R. Automated Fare Collection

1. The Stations Division will conduct the 1993 Fall Pick as early as August 1993. Among the jobs listed on the pick will be jobs at the 69 core stations that comprise Phase I of the Automated Fare Collection (AFC) Program. Except as explicitly modified by the following provisions, all Railroad Clerk (RRC) pick rights and procedures expressed in Section 3.8 of this Agreement shall continue in effect. Railroad Clerks picking AFC jobs will be subject to the following:

- (a) <u>Lock-in</u> Any RRC picking a full time AFC job will be locked in for a period of 24 months beginning with the implementation of the 1993 Fall Pick. Twelve (12) months after the implementation of the 1993 Fall pick, management will offer an AFC pick (only AFC jobs) to RRCs in the AFC Program. As needed, open AFC jobs will be offered to trained extras as "hold downs." Existing "hold down" procedures will be followed (extras will be canvassed for available jobs in seniority order; unfilled jobs will be assigned in reverse seniority order). There will be no interim bids for RRCs in the AFC Program.
- (b) <u>Prepackaged jobs</u> All AFC jobs will contain location, tour of duty and regular days off.
- (c) After the initial 24 months period referred to in subsection 1(a) above, RRCs picking AFC jobs will be permanently locked-in, but will pick jobs in accordance with whatever contractual pick rights are in place at the time in the Collective Bargaining Agreement
- (d) <u>Training</u> All Railroad Clerks picking an AFC job will be required to attend and successfully complete a training program prior to assignment in the AFC job. Other Railroad Clerks, including extras, lunch reliefs and vacation reliefs will be receiving AFC training as required. Whenever possible, training will be conducted during an employee's picked tour. During training employees will be released from their regular duties and will receive their regular rate of pay. The training location will be the reporting location during training and no travel pay will be required.
- (e) Upon successful completion of training the employee will be able to pick and work in an AFC job unless there is persuasive evidence based on Management's continuous evaluation of the employee's performance in the AFC job that he/she cannot perform the job. Such employees will be returned to a "tokens only" booth. However, the Union reserves the right to ask the Division Head, or his/her designee, to review the circumstances surrounding the return of a RRC to a "tokens only" booth. Management's return of a clerk to a "tokens only" booth shall not be grievable under the contractual grievance procedures.

2. Any Railroad Clerk working an AFC location will be required to utilize AFC token booth equipment in performing date entry and retrieval procedures related to the sale of fare media and to other booth transactions. Said utilization shall include but not be limited to:

- (a) configuring turnstiles (using booth computer to set the turnstiles to operate in an exit, entry, exit and entry (both), closed or agent release mode) and obtaining turnstile meter readings on the booth computer;
- (b) operating the booth printer to print reports and receipts;
- (c) using the computer and "tag" device to encode onto or read information from electronic tags on revenue bags;
- (d) performing work such as cleaning of read/write heads, cleaning and lubricating of AVMs, and removing jams from equipment. In addition, Railroad Clerks working AFC jobs will be trained and assigned the duty of replenishing the operating stock pertinent to the functioning of the AFC booth printer (including, but not limited to paper rolls and toner; and
- (e) distributing, when so assigned, AFC promotional and informational materials to the riding public.

3. Railroad Clerks at AFC locations will continue to perform the traditional tasks of a Railroad Clerk.

4. The Union and the Authority agree to jointly petition the New York City Department of Personnel for the establishment of a title and qualifications for the "Railroad Clerk of the future." The job description for this title will include the duties described in Subsections 2 and 3 above, as well as the following functions;

- (a) A greater emphasis on direct, proactive customer service functions and such work as set forth in subsection 2(d) above on the turnstiles, automatic vending machines and passenger information unit;
- (b) Expanded travel information services (best routes, mode options, tourist attractions);
- (c) Station inspections (light outages, elevator/escalator service, reporting unsanitary conditions, structural defects, hazardous conditions, public telephones); and
- (d) Emergency assistance to customers as directed by management.

Qualifications for this new title will include an ability to pass tests which screen for "customer friendly" attributes, and may include an ability to provide emergency assistance to customers. Incumbent employees will not be required to pass a new Civil Service test, but will be required to successfully complete training.

5. Railroad Clerks picking AFC jobs will receive a differential of \$1.00 per hour (not added to base wages) for all hours paid as soon as the station is "live" and the Railroad Clerk is encoding fare card media for sale, except that the differential will not be paid on sick leave hours for RRCs on the Sick Control List. Any Railroad Clerk working an AFC job for a full tour (extras, lunch relief, vacation reliefs) will receive the differential for all hours worked in that job in conjunction with that tour. It is understood that if an AFC Railroad Clerk works a "tokens only" job that this differential will not be applicable.

It is understood by the parties that the differential referred to above will apply to AFC jobs unless and until otherwise agreed to by both parties. The parties further agree that an AFC Railroad Clerk who has been assigned to work out of the booth as the "clerk of the future" is, for this purpose, working an AFC job.

6. Railroad Clerks who have picked AFC locations shall be subject to the same standards for the wearing of uniforms as prescribed for all Railroad Clerks.

7. As needed and after the Pick described in subsection 1, management will canvass all "non-AFC" Railroad Clerks for interest in training for AFC jobs. Individuals expressing interest will be selected in accord with seniority and trained, as required to fill vacated jobs.

## ARTICLE IV - TRANSIT AUTHORITY SUPPLY LOGISTICS, PROPERTY PROTECTION AND REVENUE DIVISIONS

## SECTION 4.1 - DIVISION OF SUPPLY LOGISTICS

A. Hours and Days of Work

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

2) The regular working time for all employees scheduled to work forty (40) hours per week, shall be eight (8) hours per day, five (5) days per week.

3) At least two (2) consecutive days rest without pay, during the calendar or payroll week shall be allowed to each employee, except in an emergency or when service requirements prevent it.

4) There may be one, two, three or more shifts employed at any work location. The starting time of any shift will depend on service requirements.

5) All employees must give notice of their intention to be absent by telephone, messenger or otherwise to his/her appropriate superior at least one (1) hour before the beginning of his/her tour of duty. Failure to give such notice will be a violation of the rules and cause the employee to be reported as absent without leave.

6) An employee reporting late because of an unusual interruption of service on the New York City Transit System, shall suffer no loss of pay for time lost on account of such lateness, provided such interruption as the cause of his/her lateness is established to the satisfaction of his/her superior.

7) Except in a case covered by paragraph (6) above, an employee who reports for duty late may lose part or all of his/her day's work and shall be paid only for time worked.

8) Any employee who is required to and does report for his/her regularly scheduled tour of duty and who, through no fault of his/her own, is not used, will be allowed pay for the full time of his/her scheduled tour of duty for that day.

9) The Transit Authority will provide one fifteen (15) minute break during the Supply Logistics' employee's tour of duty to be taken before his/her lunch period at times determined at Management's discretion in Transportation and the Main Storerooms/Base Support complexes. This break will not directly precede the employee's lunch period. In Satellite Storerooms, the break will be taken either two (2) hours before or two (2) hours after the lunch periods, at times determined at Management's discretion. This break will not directly precede or follow the lunch period or directly follow the employee's tour or directly

precede the conclusion of the employee's tour.

B. Overtime

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

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

3) Required overtime work will be spread fairly among the employees qualified for the work to be done. Overtime work assignments shall comply with Section 1.12 of this Agreement.

4) An employee required to work at least four (4) hours in excess of his/her regularly scheduled working hours on any day whether the excess work is before the beginning or after the end of the employee's regularly scheduled tour of duty, will be allowed one (1) fifteen (15) minute break during the overtime work at a time set by Management in accordance with the needs of service. The break period shall not directly precede the start or end of the overtime work.

5) Employees who are working a minimum eight (8) hour overtime shift will be entitled to one fifteen (15) minute break during the first half of the overtime shift, at a time set by Management in accordance with the needs of service, which will not directly precede or follow the lunch/dinner break. A thirty (30) minute lunch/diner break will be provided at a time set by Management in accordance with the needs of service.

C. Earnings Cap

There shall be a rolling twelve (12) month earnings cap as specified below:

1) CTA	maximum earnings including overtime and leaves cashed in $=$ \$57, 988.00
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- 2) RRSWI maximum earnings including overtime and leaves cashed in = \$64, 233.00
- 3) RRSWII maximum earnings including overtime and leaves cashed in =\$71,755.00

These earning caps will be correspondingly increased by negotiated wage increases beginning in the second year of the 1999-2002 agreement.

D. Snow Work

All employees who are required to work on snow work instead of their regularly assigned duties will

receive pay at the rate of time and one-half for such work.

Such premium payments for snow duty shall be limited to situations where the employee actually performs such duty outside where there is snow on the ground and where such work would not be required but for the snow or icing conditions except that under no circumstances shall snow pay premium payments be made for work if such payments would not have been made prior to March 31, 1985.

#### E. Lunch Period

Employees who are not required to eat lunch on the job will be allowed a thirty (30) minute lunch period within their working hours and without deduction of pay on every day when their actual working time exceeds six (6) hours. Any employee on a straight trick or tour of duty who is prevented, through no fault of his/her own, from having at least twenty (20) minutes for lunch within the period specified therefor in his/her schedule, will be allowed one-half hour extra pay at his/her regular hourly rate provided the loss of lunch time is proved to the satisfaction of Management.

#### F. Payment For Work On Scheduled Day Off

An employee who is required to work on a day which is scheduled for him/her as a day off, other than one of the holidays allowed with pay, shall be allowed time and one-half for all work on such day, but shall be paid for his/her work on such day a minimum of one and one-half times his/her regular full day's pay.

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

In the case of an employee having two (2) consecutive days off within a period of fifty-six (56) hours or more between two scheduled tours of duty, the beginning of the first day off will be eight (8) hours after the time scheduled for the completion of his/her last previous tour of duty and the end of the second day off will be forty-eight (48) hours after the beginning of the first day off.

#### G. Picks and Preference Status

1) The extent and method of picking jobs within a classification will, if possible, be mutually arrived at between the Division representative and exclusive Union representative of the employees in the group affected. In the event of disagreement, the decision shall be made by the Vice President of Supply Logistics. Such decision may be made subject to the grievance procedure where it is claimed that the decision imperils the health or safety or unreasonably disregards the normal seniority rights of any employee. It is understood that any employee must be qualified for the job he/she selects, and in addition must be able

to meet normal production in a reasonable length of time, normally a period of ten (10) days.

2) A pick for Railroad Stock Worker Levels I & II (RSW I & II) will be held every two years at which time employees will select their tours of duty, regular days off (RDO), work location within a responsibility center, and job preference. Such job preference selection shall be limited to warehousing, kitting, receiving, utility and absentee relief or a combination of any of the above, as determined by management, in Main Storeroom/Base Support complexes. In Satellite Storeroom and Transportation job preference selection shall be limited to utility or absentee relief. All picks shall be based on seniority status as defined in 5) below.

3) Between general picks, vacancies which occur shall be filled by offering a re-selection of assignment to employees within that location based on their seniority status as defined in Paragraph (5) below. Within five (5) days of notification of the opening the Union must provide management with any change of assignments selected. Management shall then fill the open position left as a result of any realignment.

4) Every two years, subsequent to the movement resulting from a pick, and at least one (1) month prior to the commencement of the vacation year in non-pick years, employees in each title shall pick the time of their vacations based on their seniority status as defined in subparagraph (5) below at their assigned locations.

5) Seniority status for any employee shall be based upon the seniority list supplied by the division and approved in writing by the union.

6) The pick shall be held during the first two weeks in March and shall be effective during the second week in April, except under extenuating circumstances, through mutual agreement with the Union.

7) All employees shall be allowed to pick unless the employee is scheduled to retire within one (1) month after the pick date, or the employee is on permanent restriction, no work status. Employees on temporary restriction will be allowed to pick.

8) Any employee who fails to pick and who does not submit an absentee pick form shall be assigned his or her previous job if still available. If not available, he or she will be assigned to a job closest to the job he or she had with the same tour of duty and RDO's if possible, as determined jointly by the Division and Union representatives.

9) Employees transferring to or promoted to a position in a new work location during the vacation year shall be subject to reselection of their vacation so that it is in conformance with vacation quotas in the new storeroom.

10) All satellite personnel are required to remain at their locations until relieved. Management will work with the union to secure appropriate relief from an availability list.

11) The pick shall be published on NYC Transit's TALON system in the Pick Module ten days prior to the start of the pick, unless otherwise agreed to by Management and the Union.

The pick data shall include: a) seniority lists by title; b) job listings by title; c) data and time the pick is to commence; d) phone numbers of pick administration personnel; e) time slots associated with seniority position in each title picking.

Pick absentee forms will be made available to all employees.

12) Each employee shall be responsible for printing his/her individualized pick kit via the TALON terminal/printer at his/her work location. Kits will be made available for pick up by employees not on active duty.

13) Each employee will be allotted three (3) minutes to pick.

14) No employee shall lose any money if his or her pick time falls within his or her regular tour of duty.

15) Employees picking off their tour[s], on vacation or on their day off will participate on their own time.

16) Employees will pick via the NYC Transit Talon System at their work locations commencing and concluding at a time mutually agreed to by Management and the Union, not on a Saturday or Sunday. Employees not on duty at the time of the pick may pick by absentee form, by telephone, or by reporting to their work location and accessing the system.

17) CTA's assigned to the Division of Supply Logistics shall be entitled once every two years to submit in writing their preference for work location, tour of duty and RDO's. Selections shall be made during the last week in March and shall be effective during the last week in April, except under extenuating circumstances, through mutual agreement with the Union, within a reasonable period of time.

18. The Transit Authority reserves the right whenever there may be an excess of employees in any work location to transfer and assign said excess employees to work in any other work location where there may be work for the employee to do in his/her title and classification. Those employees to be transferred and assigned will be the employees who have the lowest preference seniority.

An employee transferred and assigned from one work location to another shall be credited with his or her classification seniority for the purpose of determining his/her preference status in the work location to which he/she is transferred.

At any time after his/her transfer if a vacancy in his/her title occurs in the location from which he/she was transferred, the employee will be given one opportunity to elect to return with the same

preference status he/she would have had if he/she had not been transferred.

# H. Change of Shifts

1) Employees who pick or who are assigned to "Absentee Relief" positions can have their schedule of working hours changed with seventy-two (72) hours notice between the end of the tour during which the notification was made and the beginning of the changed tour.

Employees who pick or who are assigned to "Utility" positions can have their schedule of working hours changed without notice provided the change is not more than four (4) hours before or after their picked or assigned schedule of working hours. Changes of scheduled working hours in excess of four (4) hours will be subject to seventy-two (72) hours notice as referenced in (1) above.

3) If an employee's schedule of working hours is changed on less than seventy-two (72) hours notice, s/he shall be paid at the rate of time and one half for the time worked on the changed tour of duty that may follow within seven (7) calendar days after such notice was given.

4) Any employee on a fixed day shift who, by direction of his/her superior, is temporarily required to change to night work will be allowed time and one half for each night worked during the first seven (7) consecutive days that such change may continue.

## I. Instructions

1) When employees are required to report for schooling or for instruction in the performance of their regular duties, they shall be allowed their regular rate of pay for all time necessarily consumed, except that when an employee, because of errors or dereliction in the performance of his/her duties, is required by order of the Transit Authority, in disciplinary proceedings to report for schooling or instruction, he/she shall receive no allowance of pay therefor. Employees attending classes voluntarily for their own benefit will do so on their own time without pay.

2) Any employee ordered to attend schooling or instructions outside of, and in addition to his/her regularly scheduled working hours on any day shall be allowed for such attendance time and one-half at his/her regular rate of pay, except that when an employee because of errors or dereliction in the performance of his/her duties, is required by the Transit Authority, in disciplinary proceedings to report for schooling or instructions, he/she shall receive no allowance or pay therefor.

## J. Safety Equipment

1) Employees shall be provided, without cost to themselves, with safety equipment and outside foul weather gear, as required, and as authorized by Management.

2) The Authority will provide one pair of approved shoes or boots annually or two pairs of shoes or boots every two years at no cost to employees. Shoes or boots will be distributed by a mobile shoe van which will be available at work locations on a scheduled basis. Employees will select their shoes from a small selection of styles and types available for their position (safety or workshoes/boots) in conformance with the standards established by the Division. Employees must be fitted for and pick up shoes on their own time either before or after reporting for work. In exceptional circumstances (i.e. special fitting needs) employees will receive a voucher for use at retail locations of the selected vendor. The shoe allowance payment due in May 2000 will be eliminated if the provision of shoes is fully implemented by July 2000. If shoes are not provided by July 2000, the shoes allowance payment will be made at that time.

### K. Special Assignments

A Railroad Stock Worker Level I shall be paid the Special Assignment rate for the total time during a tour of duty spent in actual operation of the heavy duty overhead crane located at 207th Street Complex. (Subways Base Support North).

A Railroad Stock Worker Level II shall be paid at a rate equal to that of Mechanical Maintainer Group C, 4th year, for the total time during a tour of duty spent in actual operation of the above mentioned crane.

## L. Vacation Time

1) All employees shall be permitted to schedule one (1) week of vacation in single days at the vacation pick, or to bank a week of vacations to be used in single days, as requested during the year, subject to Management approval.

2) Employees with more than five (5) years of service at the beginning of the vacation year shall be permitted to bank one (1) additional week of vacation to be used in single days, as requested during the year, subject to management approval.

3) At the annual vacation pick, all employees with at least three years of service shall be entitled to elect to be paid one (1) week of vacation in advance and may specify in which payroll period said payment shall be made. Those employees not selecting to be paid in advance will be entitled to cash in up to one (1) week, up to a total of five (5) days, at the end of the vacation year. Unused days in excess of five (5) referenced above, not used and remaining at the end of the year will be forfeited. This cash-in provision shall commence with the 2000-2001 vacation year. All payments made pursuant to this subdivision are non-pensionable.

4) All remaining vacation time must be scheduled during the vacation pick. At the conclusion of the vacation pick, all single days and weeks selected shall be deemed approved and a schedule of the vacation selected in single days and full weeks shall be made available in each work location.

5) Employees must submit their requests for vacation in unscheduled single days, Accumulated Vacation Allowances (AVA), and/or personal leave days (PLD) no sooner than fifteen (15) days prior to the requested days. Such requested time will be granted, by seniority, when coverage is available, five (5) working days in advance of the requested day. Requests to use leave in these categories submitted by employees less than five (5) working days prior to the requested day shall be reviewed by Management and approved or denied on the same day submitted based upon staffing requirements and the needs of service. Requests to use leave in these categories submitted with less than forty-eight (48) hours notice prior to the requested day shall be deemed emergency requests and may be approved or denied by Management subject to proof of emergency and the needs of service.

6) Within each work location, employees within their respective title may elect to switch a regular day off (RDO) with another employee with advance Management approval and with notice to the Union, provided that such switch does not require overtime payments to any employee mandated by the Fair Labor Standards Act, or additional payments mandated by any contractual provision.

## M. Holidays

1) Lincoln's Birthday will be replaced by the day after Thanksgiving and shall be treated as all other holidays as specified in Section 2.5 of the collective bargaining agreement.

2) Each employee in a Satellite Storeroom work location shall be allowed to exercise his/her preference for one holiday off with pay at the time of the annual vacation pick in accordance with seniority as defined in section 4.1(g)(5).

## SECTION 4.2 - PROPERTY PROTECTION

A. Hours and Days of Work

1) The basic working day for Transit Property Protection Agents shall be eight (8) hours, and all Transit Property Protection Agents who are ordered to and do report for duty on any day as ordered shall be entitled to at least eight (8) hours pay provided they report on time and work their full tour or hold themselves available for and perform all such work as may be assigned to them. The regularly scheduled hours of work for any employee shall not exceed forty (40) hours per week.

2) At least two (2) days rest without pay, in a calendar or payroll week shall be allowed to each employee, except when service requirements, shortage of Transit Property Protection Agents or other emergencies prevent it.

3) There may be one, two or three shifts employed at any location. The starting time of any shift will depend on service requirements.

4) A Transit Property Protection Agent reporting late because of an unusual interruption of service on the New York City Transit System, shall suffer no loss of pay for time lost on account of such lateness, provided such interruption as the cause of his/her lateness is established to the satisfaction of his/her superior.

5) Except in a case covered in subsection 4) above, a Transit Property Protection Agent who reports for duty late may lose part or all of his/her day's work and shall be paid only for time worked.

6) If a Transit Property Protection Agent's schedule of working hours is changed on less than a week's notice, he/she shall be paid at the rate of time and one-half for time worked on the changed tour of duty that may follow within seven (7) calendar days after notice was given.

7) If a TPPA is required to work in excess of seventeen (17) continuous hours, he/she shall be excused from reporting to his/her next regularly scheduled tour of duty without loss of pay.

B. Overtime

1) A Transit Property Protection Agent required to work in excess of his/her regularly scheduled working hours on any day, whether the excess be before the beginning or after the end of his/her regularly scheduled tour of duty, will be allowed, for such excess service or overtime, time and one-half at his/her regular rate of pay.

2) Transit Property Protection Agents shall not be required to suspend work during regularly scheduled tours of duty to absorb overtime.

3) Required overtime work will be spread fairly among the Transit Property Protection Agents. Overtime work assignments shall comply with Section 1.12 of this Agreement.

4) If a Transit Property Protection Agent is held over for two hours or more of overtime work after the completion of his/her regularly scheduled tour of duty, whatever may be the cause of such overtime work, he/she shall be granted a meal allowance of three dollars (\$3.00), and if the overtime work covers a total of seven (7) hours or more, he/she shall be given another meal allowance.

## C. Snow Work

All employees who are required to work on snow work instead of their regular assigned duties will receive pay at the rate of time and one-half for such work.

Such premium payments for snow duty shall be limited to situations where the employee actually performs such duty outside where there is snow on the ground and where such work would not be required but for the snow or icing conditions, except that under no circumstances shall snow pay premium payments be made for work if such payments would not have been made prior to March 31, 1985.

#### D. Lunch Period

Transit Property Protection Agents are required to remain on duty during their entire tour and must, therefore, eat lunch on the job.

Each Transit Property Protection Agent will be paid thirty (30) minutes at his/her regular rate of pay on each day on which he/she works and remains on duty during his/her entire tour. A late report will not cause the loss of the paid lunch.

#### E. Payment for Work on Scheduled Day Off

An employee who is required to work on a day which is scheduled for him/her as a day off, other than one of the holidays allowed with pay, shall be allowed time and one-half for all work on such day, but shall be paid for his/her work on such day a minimum of one and one-half times his/her regular full day's pay.

Notwithstanding any other rules or working conditions, for an employee to be eligible for pay at time and one-half for working on his/her regular day off, the employee must work at least three (3) days during the week in which he/she also worked on his/her regular day off. If the employee was absent on the day immediately prior to his/her regular days off, he/she must produce a doctor's certificate in order to be eligible for premium pay on his/her regular day off.

An employee's day off, if it comes between two (2) scheduled tours of duty which are thirty-two (32) hours or more apart, will commence eight (8) hours after the time scheduled for the completion of his/her last previous tour of duty and will continue for twenty-four (24) consecutive hours. In the case of an

employee having two (2) consecutive days off within a period of fifty-six (56) hours or more between two (2) scheduled tours of duty, the beginning of the first day off will be eight (8) hours after the time scheduled for the completion of his/her last previous tour of duty and the end of the second day off will be forty-eight (48) hours after the beginning of the first day off.

## F. Instructions

When employees are required to report for schooling or for instructions concerning their duties or functions, they shall be allowed their regular rate of pay for all time spent receiving such instructions, except that when an employee, because of errors or dereliction in the performance of his/her duties, is required by the Transit Authority, in disciplinary proceedings, to report for schooling or instructions, he/she shall receive no allowance of pay therefor. Employees attending classes voluntarily for their own benefit will do so on their own time without pay.

Any employee ordered to attend schooling or instructions outside of, and in addition to, his/her regularly scheduled working hours on any day shall be allowed for such attendance time and one-half at his/her regular rate of pay, except that when an employee, because of errors or dereliction in the performance of his/her duties, is required by the Transit Authority, in disciplinary proceedings to report for schooling or instructions, he/she shall receive no allowance of pay therefor.

Transit Property Protection Agents who are required to report for schooling or for instructions concerning their duties or functions, shall have the option to report for such schooling or instruction in civilian clothes, subject to a departmental dress code. However, this does not apply to prequalification training.

## G. Safety Equipment

1) Employees shall be provided, without cost to themselves, with such safety equipment as may be authorized by the head of the department.

2) Each TPPA will be granted a yearly allowance of \$75.00 for the purchase of System Safety approved safety work shoes. It is understood that the shoes purchased with this allowance are part of the uniform.

## H. Reporting and Clearance

1) Employees shall clear at the end of their day's work at the same point at which they reported for work, such point to be designated by their superiors. Whenever an employee shall clear at a point other than that at which he/she reported he/she shall be paid for the time required for him/her to return to his/her reporting point. The time so allowed shall be the scheduled operating time between the two (2) points and for the purpose of computing overtime, it shall be considered as actual working time.

2) A ten (10) minute reporting allowance will be paid to Transit Property Protection Agents who properly relieve the Agent on the previous tour on time.

3) Transit Property Protection Agents who are called out from their homes to cover a post on the Midnight tour of duty shall be guaranteed eight (8) hours pay at the rate of time and one-half, if they report within a reasonable length of time and provide the required coverage.

## I. Picks of Tricks or Tours of Duty and Vacations

The extent and method of picking jobs within a classification in the department will, if possible, be mutually arrived at between the head of the Department and the Union grievance representative of the employees in the group affected. In the event of disagreement, the decision shall be made by the appropriate Vice President of the Transit Authority. Such decision may be made subject to the grievance procedure where it is claimed that the decision imperils the health or safety or unreasonably disregards the normal seniority rights of any employee. It is understood that any employee who bids a job by seniority must be qualified for the job, and in addition must be able to meet normal production in a reasonable length of time, normally a period of ten (10) days.

### 1) Preference Seniority.

Employees assigned to work as Transit Property Protection Agents will be given the date on which they are assigned to the work of Transit Property Protection Agent as their preference date.

The foregoing provision for determining the preference status of Transit Property Protection Agent in respect of picks are subject to the following exceptions and qualifications:

Time worked as a provisional will not be counted in determining length of service as a Transit Property Protection Agent unless the provisional appointee shall receive a permanent appointment as Transit Property Protection Agent from an eligible list for said title immediately upon the termination of his/her status as a provisional and without interruption of continuous service in the position, and even then his/her preference status shall be below that of any employee appointed to the position from any eligible list which was promulgated for the title by the City Civil Service Commission or City Personnel Director prior to the promulgation of the list from which he/she, himself/herself, was appointed.

2) Picks

The department will conduct separate picks for the Operations division and Fare Evasion division at least two (2) times per year. At least one (1) general pick per year will be conducted in which agents may elect to cross over from one division to another. In addition, open jobs will be posted on a quarterly basis.

Just prior to each pick, a number of "light duty" tricks will be set aside for "light duty" Transit Property Protection Agents. (A "light duty" Transit Property Protection Agent is one who has been adjudged by the Transit Authority's Medical Department as being unable to perform the full duties of a Transit Property Protection Agent.) These "light duty" tricks are locations where no climbing of stairs or winding of clocks is required. The number of "light duty" Transit Property Protection Agents in service at the time of the annual pick will be permitted to pick these "light duty" assignments in accordance with their preference status as among themselves, and where there are insufficient "light duty" tricks for the number of "light duty" Transit Property Protection Agents, those remaining without tricks shall be required to pick regular assignments in accordance with preference seniority among all other Transit Property Protection Agents.

3) Sensitive Posts

The Authority will have the right to designate up to ten (10) posts as sensitive posts.

A TPPA who picks a sensitive post and receives two (2) violations during any running thirty (30) day period while serving in the sensitive post will be removed and reassigned to the extra list by the Authority. The post will then be subject to the bid on the next quarterly bid.

For the purpose of this provision "violation" shall mean a charge that has been upheld through the disciplinary grievance procedure, or accepted.

4) Picks of Vacations

Once a year, at least one (1) month prior to the commencement of the vacation year, the Transit Property Protection Agents shall pick the time of their vacations for the next vacation year in accordance with their preference status.

J. Prequalification or Initial Training Rate

The number of days which Transit Property Protection Agents shall be paid prequalification or initial training rate will be five (5) days for new employees.

K. Equipment Maintenance Allowance

Each TPPA will be granted a yearly equipment maintenance allowance of \$225.00, for equipment currently issued.

# SECTION 4.3 - REVENUE COLLECTING AGENTS

A. Hours and Days of Work

1) The basic working day for Collecting Agents shall be eight (8) hours and all such employees who are ordered to and do report on any day shall be entitled to at least eight (8) hours pay for the day, provided they report on time and work their full assignments or hold themselves available for and perform all such work as may be assigned to them. All employees in the Revenue Department will be required to report for duty at least five (5) days in each payroll week.

2) At least two (2) days rest, without pay, during the calendar or payroll week shall be allowed to each employee, except in emergencies or when service requirements prevent it.

3) Any employee of the Revenue Department who is required to and does report for his/her regularly scheduled tour of duty and who, through no fault of his/her own, is not used, shall receive his/her regular day's pay, provided he/she holds himself/herself available for and performs such work as may be assigned to him/her.

4) An employee reporting late because of an unusual interruption of service on the New York City Transit System shall suffer no loss of pay for time lost on that account, provided such interruption as the cause of his/her lateness is established to the satisfaction of his/her supervisor.

5) Except in a case covered by paragraph 4. above, an employee who reports for duty late may lose part or all of his/her day's work and shall be paid only for time worked.

B. Overtime

1) Any employee required to work more than eight (8) hours during any one (1) trick or tour of duty, whether the excess be before the beginning or after the ending of the employee's ordinary trick or tour of duty, will be allowed for such excess service or overtime, time and one-half at their regular rate of pay.

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

3) Required overtime will be spread fairly among the employees qualified for the work to be done. Overtime work assignments shall comply with Section 1.12 of this Agreement.

## C. Lunch Period

Employees on straight tricks or tours of duty shall be allowed a thirty (30) minute lunch period, without deduction of pay, as nearly as practicable between the third and sixth hours of work. If, for any reason, an employee on a straight trick or tour of duty is prevented, through no fault of his/her own, from having at least twenty (20) minutes for lunch, he/she will be allowed one-half hour's extra pay at his/her regular rate provided the loss of lunch time is proved to the satisfaction of the Superintendent.

## D. Snow Work

All employees who are required to work on snow work instead of their regularly assigned duties will receive pay at the rate of time and one-half for such work.

Such premium payments for snow duty shall be limited to situations where the employee actually performs such duty outside where there is snow on the ground and where such work would not be required but for the snow or icing conditions, except that under no circumstances shall snow pay premium payments be made for work if such payments would not have been made prior to March 31, 1985.

# E. Payment for Work on Scheduled Day Off

1) An employee who is required to work on his/her regular day off in any payroll week will be allowed time and one-half for his/her work on his/her regular day off and will be given at least eight (8) hours work.

2) A Collecting Agent (Rapid) officially excused for union business without pay, if required to work on his/her regular day off in that payroll week, will be paid for such work on his/her regular day off at the rate of time and one-half.

3) Notwithstanding any other rules or working conditions, for an employee to be eligible for pay at time and one-half for working on his/her regular day off, the employee must work at least three (3) days during the week in which he/she also worked on his/her regular days off. If the employee was absent on the day immediately prior to his/her regular days off, he/she must produce a doctor's certificate in order to be eligible for premium pay on his/her regular day off.

## F. Instructions

All Collecting Agents will be paid straight time for any reinstruction occurring outside their tours of duty, except that when an employee, because of errors or dereliction in the performance of his/her duties, is required by the Transit Authority, in disciplinary proceedings, to report for schooling or instructions, he/she shall receive no allowance of pay therefor.

### G. Safety Equipment

Collecting Agents will be supplied, without cost to themselves, with bullet proof vests, gloves, and other safety equipment as may be authorized by the Chief Revenue Officer.

## H. Foul Weather Gear and Working In Foul Weather

Collecting Agents assigned to Revenue Trucks, will be supplied with foul weather gear which must be worn when the duties of the employee require such protection. Such foul weather gear will consist of raincoats, rain hats, and overshoes.

### I. Uniforms

Collecting Agents will be supplied with uniforms which must be worn at all times while on duty.

Employees shall pay for the replacement of lost uniform items except when such loss is a result of verified robbery or theft on Authority property, or an "Act of God". Replacement items will be obtained on the employees own time.

Collecting Agents will receive a fifty dollar (\$50) per year uniform cleaning allowance payable in January of each year.

## J. Work Shoe Benefit

Effective July 1, 2000, the Authority will provide Collecting Agents with two (2) pairs of System Safety approved safety shoes every two years. Employees will be fitted for shoes and will pick up shoes on their own time. Employees will be expected to wear safety shoes during work hours.

## K. Picture Identification Tags

The Department shall provide picture identification tags to all Collecting Agents. Such pictures shall be taken during the pick or on the employee's own time. Should the employee's physical appearance change, the employee shall be required to take a new picture on his/her own time. The identification must be carried and displayed on request while on duty on Authority property.

## L. Committee on Revenue Procedures

This Committee shall meet when necessary at no loss of pay to discuss revenue procedures in Rapid Collections and the Revenue Rooms. It shall consist of the Assistant Chief Revenue Officer, Revenue Collection or designee and a representative of the Vice President of the Union.

### M. Hearings and Investigations for Collecting Agents

1) If a hearing or investigation is called without prior notice to the employee or the Union, it shall be postponed to allow a Union official time to attend as an observer, but in no event shall the hearing or investigation be delayed by more than two (2) hours.

2) Nothing in this Agreement, however, shall prohibit the questioning of an employee immediately following an accident for the purpose of determining its cause.

N. Employee Facilities

The Revenue Department shall continue its good faith effort to:

1) provide and maintain toilet and water cooler facilities on all revenue collection trains, where feasible; and 2) provide locker facilities for all Collecting Agents. Progress in these areas will be reviewed quarterly by the Committee on Revenue Procedures.

O. Picks of Tricks or Tours of Duty and Vacation for Collecting Agents

1) Rapid Collecting Agents

The extent and method of picking jobs within a classification in the department will, if possible, be mutually arrived at between the Head of the Department and the exclusive Union grievance representative of the employees in the group affected. In the event of disagreement, the decision shall be made by the Chief Revenue Officer. Such decision may be made subject to the grievance procedure where it is claimed that the decision imperils the health or safety or unreasonably disregards the normal seniority rights of any employee. It is understood that any employee who bids a job by seniority must be qualified for the job, and in addition must be able to meet normal production in a reasonable length of time, normally a period of ten (10) days.

Collecting Agents in the Revenue Department shall be entitled to preferences as among themselves in any picks which may be permitted in accordance with their seniority status as hereinafter provided.

The provisions for determining the preference status of employees in respect to picks are subject to the following qualifications:

a) Picks of tricks or tours of duty shall be held twice (2) a year; in the Summer and in the Winter.

b) At such semi-annual picks all regular Revenue Department jobs shall be open for selection by employees in accordance with their preference status in each title and classification of work, as herein provided, but if any employee should pick an assignment, which, in the opinion of the Superintendent,

is too difficult for him/her to handle efficiently, there must be a redistribution of assignments such as will satisfy the Superintendent that no employee has an assignment which he/she or she can not efficiently handle.

c) Lists showing employees' preference status for such picks and results thereof shall be posted on the bulletin boards.

d) Any employee who expects to be absent at the time of a pick may leave with the head of his/her department notice in writing indicating his/her choice of tricks or tours of duty. If an absent employee leaves no such written notice, a job will be selected for him/her by his/her superior similar, as nearly as possible, to that which he/she held during the period immediately preceding such pick.

e) If a trick or tour of duty in any classification of work is left open for any reason, there shall be two (2) bids for open tricks or tours during the life of a pick. Such bids will be advertised for ten (10) days.

f) Open tricks or tours of duty will be assigned to employees with the highest preference status who have no regular assignment until such time as they are awarded to successful bidders.

g) The same rules for preference in picks of tricks and tours of duty will apply to picks of vacations. A vacation pick will be held at the Fall pick, and preference status for the purpose of such pick shall be determined in the same manner as for the pick of tricks or tours of duty. The vacation year for employees in the Revenue Department will run from January 1st to December 31st in each year and vacation will be spread over the entire calendar year. Open vacation periods will not be subject to bid.

h) Employees in the Division of Revenue Control shall be permitted to pick singleday vacations subject to the following:

- 1) Employees in the Division of Revenue Control who wish to take one week of their annual vacation in single days will be given the opportunity to do so provided that they commit to do so approximately six (6) weeks prior to the general vacation pick.
- 2) Written requests to use single day vacation leave must be submitted no earlier than thirty (30) days prior to the date requested and no later than forty-eight (48) hours before the requested day off so that Management can review staffing requirements to determine whether to grant the employee's request.
- 3) Approval of requests for use of single day vacations will be contingent on the needs of service of the particular service unit as determined by management. Where an employee provides proof of an emergency which is documented to the satisfaction of Management, the employee may be allowed to charge such absence to single vacation days.

- 4) Single vacation days that are not used by December 1<sup>st</sup> of the current vacation year will be cashed out prior to December 31<sup>st</sup> of the current vacation year. Cashed-out days shall be paid at the employee's current straight time rate of pay plus any applicable night shift differential. Employees suspended pending dismissal shall not be permitted to cash out any unused vacation days.
- 5) Cash sums paid to employees for unused days shall not be pensionable income.

i) Time worked in any title as a provisional will not be counted in determining length of service in that title unless the provisional appointee shall receive a permanent appointment to the title, in the same unit for general picks in which he/she served as a provisional, immediately upon the termination of his/her status as a provisional and without interruption of continuous service in the title, and even then his/her preference status shall be below that of any employee in the title appointed from any eligible list promulgated for the title by the City Civil Service Commission or City Personnel Director prior to the promulgation of the list from which he/she himself/herself was appointed.

j) Prior to each pick, the department may designate seven (7) Rapid Collecting Agent jobs posted on the pick as restricted duty jobs. Such jobs shall be shown as "on chance" on the job pick. Employees with service-connected disabilities or non-service connected disabilities will be assigned to these jobs depending on medical restrictions as determined by the Medical Department. Only Revenue Department employees will be considered for these jobs.

k) Utility Collecting Agents will be permitted to pick RDOs. Such RDOs will be subject to change at the Department Head's discretion. Seven (7) jobs will have Friday/Saturday RDOs. Three (3) jobs will have Saturday/Sunday RDOs.

I) A Collecting Agent from any unit may be ordered to report to another unit as operational needs dictate.

m) All revenue trains and PM revenue trucks will be scheduled off on Christmas and New Years Eve. All AM tours will be scheduled off on Christmas and New Years Day. These designated scheduled days off are subject to operational needs.

n) At the summer general pick, four (4) Rapid Collecting Agents, (night workers only), to be permitted to pick off on each of the following holidays: July 4th, and Labor Day.

2) Revenue Room Collecting Agents

a) In the Revenue Room, there will be no formal picks or bids. There will be closing of ranks.

b) A Collecting Agent from any unit may be ordered to report to another unit as operational needs dictate.

3) Vacancies

Vacancies in the Revenue Rooms will be filled by bids. All Collecting Agents will be allowed to bid on the jobs.

4) Reporting and Clearance/Travel Allowance for Collecting Agents

If a Collecting Agent is ordered to go from his/her pick location (as posted in the work program) to a foreign point, he/she will be allowed and paid for the time required to travel from his/her pick location to the foreign point and return. Such traveling allowance will be made, however, only when the Collecting Agent actually travels back and forth between the two (2) points.

Time allowed for traveling under the provisions of this paragraph shall be the scheduled operating time between the two points and for the purpose of computing overtime, shall be considered as actual time worked.

### P. Salary Schedule

Effective March 1, 2000, the salary schedule for employees newly hired to New York City Transit as Collecting Agents shall be as follows:

1 <sup>st</sup> Year	\$13.5450
2 <sup>nd</sup> Year	\$13.7950
3 <sup>rd</sup> Year	\$14.8150
4 <sup>th</sup> Year	\$19.3500

### Q. Driver Differential

Employees picking Driver jobs shall be paid a \$0.75 per hour differential for each hour actually worked. Employees picking Driver jobs shall be subject to a one (1) year lock-in starting with the next general pick following March 1, 2000.

## SECTION 4.4 - REVENUE EQUIPMENT MAINTAINERS (RAPID)

A. Hours and Days of Work

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

2) At least two (2) days rest, without pay, during the calendar or payroll week shall be allowed to each employee, except in emergencies or when service requirements prevent it.

3) All scheduled tricks for Revenue Equipment Maintainers (Rapid) shall be straight tricks and there shall be no swing tricks for Revenue Equipment Maintainers (Rapid). There may, however be rotating tricks and an employee may be required to work certain hours one week and certain other hours another week.

4) Any employee of the Revenue Department who is required to and does report for his/her regularly scheduled tour of duty and who, through no fault of his/her own, is not used, will be allowed pay for the full time of his/her scheduled tour of duty. Revenue Equipment Maintainers must hold himself/herself available for and perform any other work which he/she may be ordered to perform.

5) An employee reporting late because of an unusual interruption of service on the New York City Transit System shall suffer no loss of pay for time lost on that account, provided such interruption as the cause of his/her lateness is established to the satisfaction of his/her supervisor.

6) Except in a case covered by paragraph 5) above, an employee who reports for duty late may lose part or all of his/her day's work and shall be paid only for time worked.

B. Rate of Pay for REM Is

Effective March 1, 2000, the regular pay rate for employees in the title of REM I covered by this Agreement shall be the same pay rate established for the REM II title.

C. Overtime

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

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

3) Required overtime will be spread fairly among the employees qualified for the work to be done. Overtime work assignments shall comply with Section 1.12 of this Agreement.

4.) Night shift differential shall not be paid on overtime work performed between the hours of 6:00 P.M. on Friday night and 5:59 A.M. on Monday morning.

### D. Earnings Cap

The earnings cap for employees shall be \$75,000.00 over a rolling twelve (12) month period. Said earnings cap shall be increased correspondingly by negotiated wage increases.

### E. Lunch Period

Employees who are not required to eat lunch on the job will be allowed thirty (30) minutes lunch period within their working hours and without deduction of pay on every day when their actual working time exceeds six (6) hours. Any employee on a straight trick or tour of duty who is prevented, through no fault of his/her own, from having at least twenty (20) minutes for lunch within the period specified therefor in his/her schedule, will be allowed one-half hour's extra pay at his/her regular hourly rate providing the loss of lunch time is proved to the satisfaction of the Superintendent.

### F. Snow Work

All employees who are required to work on snow work instead of their regularly assigned duties will receive pay at the rate of time and one-half for such work.

Such premium payments for snow duty shall be limited to situations where the employee actually performs such duty outside where there is snow on the ground and where such work would not be required but for the snow or icing conditions, except that under no circumstance shall snow pay premium payments be made for work if such payments would not have been made prior to March 31, 1985.

## G. Payment for Work on Scheduled Day Off

An employee who is required to work on a day which is scheduled for him/her as a day off, other than one of the holidays allowed with pay, shall be allowed time and one-half for all work on such day, but shall be paid for his/her work on such day a minimum of one and one-half times his/her regular full day's pay.

In the case of a Revenue Equipment Maintainer having two (2) consecutive days off within a period of fifty-six (56) hours or more between two (2) scheduled tours of duty, the beginning of the first day off will be eight (8) hours after the time scheduled for the completion of his/her last previous tour of duty and the end of the second day off will be forty-eight (48) hours after the beginning of the first day off.

Notwithstanding any other rules or working conditions, for an employee to be eligible for pay at time and one-half for working on his/her regular day off, the employee must work at least three (3) days during the week in which he/she also worked on his/her regular days off. If the employee was absent on the day immediately prior to his/her regular days off, he/she must produce a doctor's certificate in order to be eligible for premium pay on his/her regular day off.

### H. Night Duty Assignments

In making night duty assignments to Revenue Equipment Maintainers except where such assignments are rotated, those to be assigned will be the employees in the particular unit where night duty is required who have the lowest preference status and are familiar with and qualified for the work which is to be done at night except where a senior employee requests such assignment as a matter of choice.

### I. Change of Shifts

1) If a Revenue Equipment Maintainer's schedule of working hours is changed on less than a week's notice, he/she shall be paid at the rate of time and one-half for time worked on the changed tour of duty that may follow within seven (7) calendar days after notice was given.

2) A Revenue Equipment Maintainer (Rapid) on a fixed day shift who, by direction of his/her superior, is temporarily required to change to night work on a special assignment or an emergency job, will be allowed time and one-half for each night's work during the first seven (7) consecutive calendar days that such special assignment or emergency job may continue.

On a temporary change of tour of duty for three (3) days or less, the Revenue Equipment Maintainer (Rapid) shall be allowed on the last day of such temporary assignment to work both the changed tour and his/her regular tour.

3) This subsection does not apply to Revenue Equipment Maintainer's (Rapid) employees on rotating shifts or where the change is part of the employee's selected schedule.

### J. Transfers

1) The Transit Authority reserves the right whenever there may be a Revenue Equipment Maintainer (Rapid) in any unit of any Division with divisional seniority for whom there is no work in such unit, to transfer and assign him/her to work in any other unit of that division or in any unit of any other Division where there may be work for him/her to do within his/her title or classification. At any time after his/her transfer, if a vacancy in his/her title occurs in the unit from which he/she was transferred, he/she will be given one (1) opportunity to elect to return to such unit from which he/she was transferred with the same preference status he/she would have had had he/she remained there. A Revenue Equipment Maintainer appointed to a Division other than the Division of his/her choice, will be given one (1) opportunity to return to the Division of his/her choice when a vacancy occurs in that Division. 2) A Revenue Equipment Maintainer assigned to Rapid with the divisional preference status, if he/she so requests in writing and it is approved by the Head of the Department, or if by action of the Transit Authority and due to changes in the organization, be forced to another Division, may transfer or be transferred from his/her Division to a position within the title in another Division, but his/her preference status shall be behind the last employee in that title in service on December 15, 1945 in the Division to which he/she has transferred. Such Revenue Equipment Maintainer, if he/she returns to his/her original division, shall again resume his/her original preference status in that Division.

### K. Instructions

When employees are required to report for schooling or for instructions concerning their duties or functions, they shall be allowed their regular rate of pay for all time spent receiving such instructions, except that when an employee, because of errors or dereliction in the performance of his/her duties, is required by the Transit Authority, in disciplinary proceedings, to report for schooling or instructions, he/she shall receive no allowance of pay therefor. Employees attending classes voluntarily for their own benefit will do so on their own time without pay.

Therefore, any employee ordered to attend schooling or instructions outside of, and in addition to, his/her regularly scheduled working hours on any day shall be allowed for such attendance time and one-half at his/her regular rate of pay, except that when an employee, because of errors or dereliction in the performance of his/her duties, is required by the Transit Authority, in disciplinary proceedings, to report for schooling or instructions, he/she shall receive no allowance of pay.

## L. Safety Equipment

1) Employees shall be provided, without cost to themselves, with such safety equipment as may be authorized by the Head of the Department.

2) Revenue Equipment Maintainers assigned to Rapid shall be provided with prescription safety glasses. The Transit Authority reserves the right to strictly enforce the safety rules and Revenue Equipment Maintainers failing to wear safety glasses as required shall be subject to loss of differential pay in addition to disciplinary action. The Union agrees to cooperate with the Transit Authority in seeing that safety rules are observed.

3) One (l) employee, designated by the Union shall be permitted to attend each regular local safety committee meeting, conducted normally once (l) a month by supervision, without loss of pay for such attendance. At the time of designation the Union shall state which local meeting the designated employee shall attend.

M. Reporting and Clearance For Revenue Equipment Maintainers Assigned to Rapid

1) Revenue Equipment Maintainers shall clear at the end of their day's work at the same point at which they reported for work, such point to be designated by their superiors. Whenever a Revenue

Equipment Maintainer shall clear at a point other than that at which he/she reported, he/she shall be paid for the time required for him/her to return to his/her reporting point. The time so allowed shall be the scheduled operating time between the two (2) points and for the purpose of computing overtime, it shall be considered as actual working time.

2) When a Revenue Equipment Maintainer or a group of Revenue Equipment Maintainers are shifted from their picked location for a period of two (2) months or less, such a move shall be known as a temporary move. The Revenue Equipment Maintainer so affected will be paid traveling time, not to exceed two (2) hours per day per employee, for the period during which he/she reports to a location other than his/her picked location.

Should the job extend beyond the two (2) months for some unforeseen reason, the Revenue Equipment Maintainer or group of Revenue Equipment Maintainers shall be returned to their picked location and a new Revenue Equipment Maintainer or group of Revenue Equipment Maintainers shall be substituted. Traveling time shall be paid to the new Revenue Equipment Maintainers while they are at the location in question. Management shall have the right to decide which Revenue Equipment Maintainer or group of Revenue Equipment Maintainer or group of the Revenue Equipment Maintainers is to be moved, and this shall generally be determined by the availability of the Revenue Equipment Maintainers so that it will have the least disrupting effect on urgent work that is in progress. Generally, a Revenue Equipment Maintainer or group of Revenue Equipment Maintainers as near as possible to the new location will be shifted.

Where the shift in location is to be made, for a period of more than two (2) months, it shall be classified as a permanent move. When a permanent move is made, no traveling time will be paid even for the first two (2) months of the move. The job at the new location will be put up for bid among all the Revenue Equipment Maintainers in the titles in question throughout the entire Rapid Transit System.

### N. Tools

Employees shall be provided, without cost to themselves, with such tools as may be authorized by the Head of the Department, subject to the approval of the Transit Authority.

## O. Foul Weather Gear and Working In Foul Weather

For Revenue Equipment Maintainers (Rapid) the practices regarding these items shall be in accordance with agreements between the Transit Authority and recognized Union.

### P. Work Shoe Benefit

Effective July 1, 2000, the Authority will provide all Revenue Equipment Maintainers (Rapid) with two (2) pairs of System Safety approved work shoes every two years. Employees will be expected to wear issued safety shoes during work hours.

#### Q. Training

The Authority will provide, at no cost to the employee for tuition or books, the opportunity for qualified incumbents to receive technical training which is required to perform the responsibilities of their job.

#### R. Picks and Preference Status Revenue Equipment Maintainers (Rapid)

The extent and method of picking jobs within a classification in a department will, if possible, be mutually arrived at between the Head of the Department and the Union grievance representative of the employees in the group affected. In the event of disagreement, the decision shall be made by the Chief Revenue Officer. Such decision may be made subject to the grievance procedure where it is claimed that the decision imperils the health or safety or unreasonably disregards the normal seniority rights of any employee.

It is understood that any employee who bids a job by seniority must be qualified for the job, and in addition must be able to meet normal production in a reasonable length of time, normally a period of ten (10) days.

Subject to the exceptions hereinafter set forth, preference in picks and bids will depend upon length of service in the particular title within the particular unit.

Pursuant to the Resolution, dated April 7, 1959, all vacancies in the Subway, provided there are at that time excess employees in Surface, shall be filled by posting vacancies for bid, and, if insufficient bids are received, by the assignment of employees in the inverse order of their seniority on the BMT Surface Sub-section seniority roster, such employees transferred to the Subway are to be slotted in the Subway seniority list among Surface Turnstile Maintainers previously transferred to the Subway, with their Surface seniority as among themselves.

Further pursuant to that same Resolution, should vacancies develop in Surface, while there exists excesses in the Subway, Turnstile Maintainers in the Subway, who were previously transferred from Surface under the terms of said Resolution, shall be given priority as among themselves to elect to return to Surface, and in the event that voluntary selection by this priority group fail to fill such vacancies as they occur, the vacancies will be filled by assignment of the junior men in the Surface group in the inverse order of their seniority.

The Resolution further provides, that should additional vacancies develop in Surface, and the number of Turnstile Maintainers on the BMT Surface Sub-section seniority roster as of January 6, 1957, is insufficient to fill such vacancies, and excesses still remain in Subway, Revenue Equipment Maintainers on the BMT, IRT, and IND Rapid Transit Sub-section seniority rosters continuously since the date of unification, will be permitted to select jobs in Surface in the order of their seniority. The seniority of such employees, for the purpose herein set forth in this paragraph, will be determined at a later date by a single integrated Subway list mutually acceptable to the Transit Authority and the Transport Workers Union. Turnstile Maintainers on the integrated Subway list who transfer to the Surface will retain their seniority as

among themselves regardless of the date of transfer, and be placed as a group behind the BMT Surface Sub-section seniority roster as of January 6, 1957.

The provisions for determining the preference status of employees in respect of picks are subject to the following qualifications and exceptions:

For provisional promotion a single eligible list for the entire system will be established in each Bureau for each class of work in the title. The class of work shall generally follow the classifications established by the City Civil Service Commission or the City Personnel Director in qualifying persons for examinations for permanent appointment to the title.

Time worked as a provisional will not be counted in determining length of service in a particular position, unless the provisional appointee shall receive a permanent appointment to the title for such position in which he/she served as a provisional immediately upon the termination of his/her status as a provisional and without interruption of continuous service in the title, and his/her preference status shall be below that of any employee appointed to the position from any eligible list which was promulgated by the City Civil Service Commission or City Personnel Director prior to the promulgation of the list from which he/she himself/herself was appointed.

S. Apprenticeship Program

The division of AFC Equipment Maintenance shall hire up to ten (10) apprentices per year. The number of apprentices shall not exceed thirty (30). Employees in the REM title may be assigned to familiarize the apprentices with certain tasks.

### T. Productivity Standards

Effective March 1, 2000, the following task times will be instituted for the jobs outlined below. Employees will be expected to comply with said task times.

1)	HEET PM	Current Time = $50 \text{ min. Proposed Time} = 40 \text{Min.}$		
2)	AFAS PM	Current Time = $45 \text{ min.}$	Proposed Time = 30 Min.	
3)	MVM PM	Current Time = $70 \text{ min. Proposed Time} = 60 \text{ min.}$		
4)	Service Call 313C	Current Time = 18 min. Proposed Time = 15 min.		
5)	Service Call 501C	Current Time = 18 min. Proposed Time = 15 min.		
6)	Service Call 354C	Current Time = 20 Min.	Proposed Time = $15 \text{ min.}$	

### ARTICLE V - TRANSIT AUTHORITY - SURFACE

### SECTION 5.1 - TA SURFACE TRANSPORTATION

#### A. Definitions

1) A "regular operator" is an operator who has picked a "regular run" or a "regular trick" to which he/she is regularly assigned, irrespective of the number of days in the week for which such run or trick is scheduled.

2) An "extra operator" is an operator who, because of his/her preference status, has been unable to pick and is not regularly assigned to any regular run or regular trick of his/her own and is assigned only to such work as may be available.

3) A "regular operator working as an extra" is a regular operator who, on a day when he/she is not assigned in advance to a regular run or regular trick, reports, pursuant to orders, for such work as may be available for him/her on that day.

4) A "regular run" is a scheduled run which requires more than six (6) hours work.

5) A "regular trick" is a scheduled trick or yard trick which requires more than six (6) hours work.

6) An "extra run" is a run which is unscheduled, or a run which, whether scheduled or not, requires no more than six (6) hours work.

7) An "extra trick" is a drill trick or yard trick, which is unscheduled, or a drill trick or yard trick which whether scheduled or not, requires no more than six (6) hours work.

- 8) A "straight run" or a "straight trick" shall be defined as set forth in Section F. below.
- 9) A "swing run" or a "swing trick" shall be defined as set forth in Section F. below.

### B. Hours of Work

1) The basic work day for operators shall be eight (8) hours and all operators who are ordered to and do report for duty on any day as ordered, shall be entitled to at least eight (8) hours pay for the day, provided, in the case of regular operators, they report on time and work the full runs or tricks assigned to them, and provided, in the case of extra operators or regular operators working as extras, they report on time and hold themselves available for and perform all such work as may be assigned to them. All operators will be required to report for duty at least five (5) days in each payroll week.

2) At least two (2) days rest, without pay, in a calendar or payroll week shall be allowed to each operator, except when service requirements, shortage of operators or other emergencies prevent it.

3) Any regular operator who reports for his/her regularly assigned run or trick and who, through no fault of his/her own, is not used shall receive his/her regular day's pay, provided he/she holds himself/herself available for and performs any other work which he/she may be ordered to perform.

4) When a regular operator has picked a regular run and after reporting therefor, through no fault of his/her own, is assigned to another run instead, he/she shall be paid at least the time his/her original run called for by schedule. If the time worked on such other run is more than the time scheduled for his/her regular assigned run, or if, on such other run, he/she clears after his/her regular clearing time, he/she shall, in either case, be allowed time and one-half for the excess time.

5) The working time of all regular runs and regular tricks shall be fixed by schedule. These schedules for a regular run (but not a regular trick) shall allow as part of such regular run, a "reporting/pre-trip inspections/clearing allowance of fifteen (15) minutes, with ten (10) minutes allocated for reporting and pre-trip inspections and five (5) minutes for clearing, which shall be included as working time of such regular run. The allowance, despite its placement on the schedule, includes payments for all pre-trip inspections required by applicable law and regulations and/or Authority rules for both straight and swing runs.

6) Except in a case covered by paragraph 7) below, an employee who reports for duty late may lose part or all of his/her day's work and shall be paid only for time worked.

7) An operator reporting late because of an unusual interruption of service on the New York City Transit System shall suffer no loss of pay for time lost on that account provided such interruption of service, as the cause of his/her lateness, is established to the satisfaction of his/her superior.

8) Bus Operators who, after the completion of eight (8) hours or more of work, are required to remain on the premises of the New York City Transit System to prepare reports of unusual occurrences or accidents, shall be allowed one (1) hour's pay at their regular rate, provided they shall have had no reasonable opportunity to prepare the reports during time for which they are ordinarily paid. However, the boost time at the end of the run shall be subtracted from the one (1) hour.

9) The Authority shall make every reasonable effort to insure that hourly rated employees are paid on time and it further agrees to investigate any specific complaint submitted by the Union concerning the matter of late or improper paychecks for the purpose of establishing corrective procedures.

10) The department will determine which employees shall be investigated during absences claimed to be caused by illness.

C. Overtime

1. Subject to the provisions of paragraph F. below, time worked in excess of eight (8) hours in any daily tour of duty shall constitute overtime and be paid for at the rate of time and one-half. Travel time allowed under paragraphs I. and J. below shall be treated as time worked, but swing or lunch periods, even though paid for as a part of a run or trick, will not constitute time worked and shall not be considered in computing overtime.

Bus operators required to work a complete second tour of duty shall be paid for such complete second tour of duty a minimum of twelve (12) hours pay or time and one-half for such excess work, whichever is greater.

2. Overtime Earnings Cap – Effective June 3,1996, the maximum pay hours in any week is sixty-seven (67) hours. Effective November 10, 1996, this provision will be implemented as a salary cap fixed at a maximum of \$72,250.00 per annum which includes all pay code events. All contractual wage increases will be added to the maximum cap allowance.

Operators whose weekly pay hours are greater than fifty-five (55) hours but less than or equal to sixty-one (61) hours may work one RDO every other week. In addition there will be no double ups on consecutive days; the eight (8) hour rule applies to all overtime assigned and revenue extras; no operator may work both RDOs in a week more than twice a month. Management may waive the overtime cap in the event of a service emergency.

The overtime cap will be computed based upon a rolling fifty-two (52) week period which will be updated every four (4) weeks and will be applied in the same manner as the cap provisions outlined in Section 1.12 of the Agreement.

## D. Lunch Period.

1) Operators on straight runs or tricks requiring six (6) or more hours of work will be allowed a thirty (30) minute lunch period without deduction of pay as nearly as practicable between the third and sixth hour of work; and the schedule for each such straight run or trick shall include such lunch period as part of the working time of the run or trick. If for any reason an operator on a straight run or trick is prevented through no fault of his/her own from having at least twenty (20) minutes for lunch within the period specified therefor in his/her schedule he/she will be allowed one-half hour extra pay at his/her regular hourly rate and will be granted a minimum of twenty (20) minutes as soon as practical in order to have an eating period, provided the loss of lunch time is proved to the satisfaction of the supervisory employee in charge of the depot.

2) On swing runs or tricks no lunch period with pay will be allowed unless the operator is assigned to work more than six (6) consecutive hours before or after the swing.

E. Runs

1) a. Up to thirty percent (30%) of runs may be swing runs and the remainder of scheduled runs shall be straight runs in the boroughs of Manhattan, the Bronx and Brooklyn.

b. Sixty-five percent (65%) of all regular runs (straight runs and swing runs combined) will be completed within a spread of ten (10) hours and all remaining regular runs will be completed within a spread of eleven (11) hours.

2) If a regular swing run is not completed within a spread of eleven (11) hours, time and one-half will be allowed for all time in excess of said eleven (11) hours which may be needed to permit the completion of the run.

3) All spread time in excess of eleven (11) hours will be paid at the rate of time and one half regardless of whether or not the operator has worked eight (8) hours during the period.

F. Straight and Swing Runs: Definitions and Payments

1) A "straight run" or a "straight trick" is a run or trick which has no break of as much as sixty (60) minutes. Breaks of fifty-nine (59) minutes or less shall be paid at the straight time rate of pay from the time the break was scheduled to commence until the break was scheduled to end.

2) A "swing run" or a "swing trick" is a run or trick which has a break or swing period of sixty (60) minutes or more. The first half of breaks of sixty (60) minutes or more will be paid at the straight time rate of pay; the second half will be unpaid. Even if an operator is unable to actually commence his/her break as scheduled, for purposes of calculating swing payments, the paid half of the break shall be the first half of the scheduled break period. Provided that all operators with scheduled swing run breaks of greater than fifty-nine (59) minutes and less than two (2) hours will be paid at a flat rate of sixty (60) minutes from the break.

3) Lateness: When an operator is late through no fault of his/her own and is unable to commence his/her break or complete his/her run as scheduled on either type of run, the operator will receive:

a. no additional straight time for the additional vehicle time incurred unless the lateness extends into a period for which no pay is provided on the schedule, in which case the operator will be paid additional straight time for each minute of additional vehicle time;

b. no overtime premium for the additional vehicle time incurred except to the extent to which the additional vehicle time and scheduled work time exceed eight (8) hours in which case the operator will receive a half-time premium for each additional minute of actual work time over eight (8) hours.

In accordance with the above, payments under this Agreement shall be consistent with the following examples:

<u>Schedule</u>	1		
Report 8:00	Off 12:00	On 12:50	Clear 4:50
<u>Actual</u>			
8:00	12:10	12:50	4:50

As shown, an operator with a scheduled fifty (50) minute break returns from the first run ten (10) minutes late. Assuming the lateness is through no fault of the operator, payment shall include an additional five (5) minutes which represents an additional one-half pay for the additional vehicle time in excess of eight (8) hours, which payment satisfies the overtime provision. In this example, the total compensation shall be eight (8) hours and fifty-five (55) minutes.

### b. Schedule

a.

Report 8:00	Off 12:00	On 12:50	Clear 4:50
Actual			
8:00	12:25	12:50	4:50

Applying the same principle as in example (a) above. the only additional payment to the operator who commences his/her break twenty-five (25) minutes later than scheduled through no fault of his/her own is an additional one-half payment for the additional twenty-five (25) minutes in excess of eight (8) hours, which would require payment of thirteen (13) minutes. Accordingly, total compensation for the operator in this example is nine (9) hours and three (3) minutes.

#### c. <u>Schedule</u>

Report 8:00	Off 12:00	On 12:50	Clear 4:50
Actual			
8:00	12:35	12:50	4:50

Assuming the lateness occurs through no fault of the operator, the only additional payment to the operator in this example is the additional one-half time in excess of eight (8) hours which is eighteen (18) minutes, and thirty (30) minutes meal penalty payment since the actual break was less than twenty (20) minutes. Accordingly, the operator in this example should be paid nine (9) hours and thirty-eight (38) minutes.

### d. Schedule

Report	Off	On	Clear
6:00	10:00	2:00	6:00
Actual			
6:00	11:00	2:00	6:00

As shown, an operator with a scheduled swing period of four (4) hours returns from the first run one (1) hour late. Assuming the lateness is through no fault of the operator, the operator is entitled to ten and one-half (10 1/2) hours pay for the tour, consisting of eight (8) hours pay for the scheduled vehicle time, two (2) hours pay for the first half of the scheduled swing, and an additional half pay (30 minutes) for one (1) hour of additional vehicle time in excess of eight (8) hours.

G. Pay for Extra Operators and Regular Operators Working as Extras

Extra operators and regular operators working as extras, when reporting for duty pursuant to orders, will be paid for all time during which they may be held at the depot prior to the time scheduled for the commencement of any run or trick to which they may be assigned. If sent from their home depot to a foreign depot to work a run emanating from that depot employees will be paid for all time during which they are held at their home depot before they are sent to such foreign depot. The time during which they are held shall be considered as actual working time and included in the computation of overtime and spread time.

H. Instruction Allowance

l) An operator shall be paid an extra time allowance of two (2) hours at his/her regular rate of pay for each day or portion thereof during which he/she has student operators under instructions,

except in cases where other operators are assigned to them for one round trip to acquaint themselves with the line or with special equipment used thereon. When more than one (1) round trip is involved, then the regular instruction allowance of two (2) hours at his/her regular rate of pay shall be paid.

2) Operators picking routes which they have not previously driven will be allowed to take one (1) round trip on the picked route at time and one-half. Operators picking the extra board or vacation relief will be allowed to take one (1) round trip on all depot routes which they have not previously driven at time and one-half. Operators will not be provided with line training on routes which they have previously driven unless the line has undergone major revisions.

## I. Traveling Allowances When Sent to Foreign Depot

If an operator is ordered in case of emergency to go from his/her home depot to a foreign depot to work a run emanating from such foreign depot, he/she will be allowed and paid for the time required to travel from his/her home depot to the foreign depot and return. Such traveling allowance will be made, however, only when the operator actually travels back and forth between the two (2) depots. An operator who is notified in advance to report from his/her residence to the foreign depot instead of reporting to his/her home depot, will be allowed traveling time only to the extent that the time required for him/her to travel from his/her residence to his/her nome depot. Likewise, an operator who clears at the foreign depot and does not return to his/her home depot to his/her residence may exceed the time required to travel from his/her home depot to his/her residence may exceed the time required to travel from his/her home depot to his/her residence.

The foreign depot shall be responsible for the correct computation of traveling allowances, basing the same on scheduled running time. Unless the operator is delayed through no fault of his/her own, his/her traveling allowance must not be in excess of scheduled running time.

Time allowed for traveling under the provisions of this paragraph shall, for the purpose of computing overtime, be treated as actual time worked.

If an operator, sent to a foreign depot, is there assigned to a regular run, and if, after he/she leaves the depot, on such run, the run is later patched off because of weather or other conditions, he/she shall be paid a minimum equal to his/her regular rate of pay for the traveling time allowed to him/her under this paragraph plus the full time allowed for the run on the schedule. To be entitled to this minimum, however, the operator must remain at the depot and be available for service at all times within the period of time scheduled for the run; otherwise he/she will be paid only for the actual time on duty.

#### J. Relief Points Away From Depot

When an operator is required to travel from his/her home depot to a distant point in order to start the first trip of his/her run, or is required, after completing the last trip of his/her run at a point distant from his/her home depot, to return to such depot in order to clear, he/she shall be allowed traveling time based on the scheduled running time between the respective points and shall be paid for one (1) scheduled headway in addition to the said scheduled running time, and, if the run is a regular run, such traveling time shall be included in the time scheduled for the run. When, however, an operator is relieved for a swing at a point distant from his/her depot and, after the swing, continues his/her run from the same point at which he/she was relieved, he/she will be allowed no time for traveling to or from the depot in the interval.

### K. Picks of Runs and Tricks

1) A Division pick of bus runs will be held for bus operators once (1) yearly just prior to the effective date of the fall schedules. Immediately prior to such a pick a Division pick of drill and yard tricks for bus operators will be held; also a pick of any other tricks to the extent permitted by the Vice President, Surface Transit. Operators will be permitted to pick tricks or runs according to their preference status determined as set forth in subsection M. In a number to be determined by the Vice President, operators will be permitted in accordance with their preference status to pick drill or yard work as extra operators. A list of such operators, in the order of their preference status, will be prepared and kept and such operators will have the privilege, in the order in which their names appear on such list, to pick drill or yard tricks when the same are available. Picking the right to be on said list, however, will not prevent an operator from picking a run, and if, having picked a run, the opportunity to do drill or yard work should be presented to him/her, he/she shall have the choice of keeping his/her run or accepting the assignment to drill or yard work.

2) Depot picks of runs or tricks will be held for bus operators twice (2) yearly, as soon as practicable after January 1st and just prior to the effective dates of the summer schedules. Additional depot picks may be held when lines are discontinued, new lines opened or lines transferred from one depot to another or when, in the opinion of the Vice President, Surface Transit, a change of schedule warrants a new depot pick.

3) A pick of runs on a particular bus line will be held whenever the regular schedule for that line is changed or when runs are added to or eliminated from the schedule, provided the change in the schedule or the addition or elimination of runs is to be effective for more than one (1) week. A line pick will be held also whenever ten percent (10%) of the regular runs on such line are open, provided such ten percent (10%) amounts to at least two (2) runs.

4) When a line pick is to be held because of a change in schedule or the addition or elimination of runs, selection of runs on the new schedule will, when practicable, be started before the new schedule is placed in operation, but in any case the selection of runs will be started within forty-eight (48)

hours after the new schedule is placed in operation. In making assignments to runs on a new schedule which is put into operation before a pick is held, dispatchers shall assign operators holding early runs on the old schedule to early runs on the new, and operators holding late runs on the old schedule to late runs on the new. When early runs are not available for all of the operators who had early runs on the old schedule, then those who cannot be given early runs on the new schedule shall be assigned to the extra list. Runs finishing before 9 P.M. shall be considered as early runs and runs finishing at 9 P.M. or later shall be considered as late runs.

5) On any pick of runs an operator who picks early runs on weekdays shall not be permitted to pick late runs on Saturdays or Sundays, and operators picking late runs on weekdays shall not be permitted to pick early runs on Saturdays or Sundays.

6) When any pick is commenced it shall continue with as little delay as possible until it is completed. In depot picks, at least twenty (20) operators, commencing with those having the highest preference status, shall be assigned each day to make their selections of runs or tricks.

7) When an operator expects to be absent at a time when he/she is assigned to make his/her selection of runs or tricks he/she may leave with his/her superior in writing a list of his/her choice of runs or tricks, and in such case he/she will be assigned to the run or trick highest on such list which is not picked by an operator having a higher preference status than his/her, or he/she may authorize a representative to pick for him/her, in which event he/she will be assigned to the run or trick selected by such representative. If it be found that he/she cannot pick any of the runs or tricks on the list left by him/her with his/her superior, or if he/she shall have failed to leave any such list with his/her superior and shall have failed to have an authorized representative present to pick for him/her, then, in his/her absence, his/her superior shall select and assign him/her to the earliest finishing run which his/her preference status would entitle him/her to select.

8) The picks herein provided for shall include all regular runs on weekday, Saturday and Sunday schedules of the respective lines. At all bus depots there shall be relief run schedules calling for a different run each day for five (5) days in each week. Such schedules shall be included in all picks. The proper supervisors shall determine how many of such relief run schedules shall call for five (5) days work, and operators in choosing these relief run schedules shall have the right, according to their preference status, to select one (1) of the schedules calling for five (5) days work per week to the extent that they, respectively, are available for picking.

9) If, during an interval between picks, a regular run becomes open, it shall be assigned to the extra operator who has the highest preference status. He/she shall hold the run until the next line, depot or system pick.

10) When a new line is opened, all runs on the new line shall be put up for a depot pick and such pick shall start not later than forty-eight (48) hours after the commencement of operation of the new line.

11) When a line is discontinued, operators losing runs as a result thereof shall be placed on the extra list and arrangements made for a depot pick which shall commence not later than forty-eight (48) hours from the date of discontinuance of the line.

12) When a line is to be transferred from one depot to another, arrangements shall be made for a depot pick at the depot which is to lose the line, prior to the date of the transfer, so that operators holding runs on the line to be transferred may choose whether to be transferred with the line to the other depot or to remain at their old depot. At the depot to which the line is transferred a depot pick, not only of runs on the transferred line, but of all other runs at that depot shall be held, the picking to commence not later than one (1) week from the date of the transferred line, shall be allowed to participate in the pick in accordance with their standing on the combined system preference list.

13) Operators will not be allowed to permanently exchange runs after schedules are picked unless the exchange is approved by the Vice President, Surface Transit. Temporary exchange of runs, however, for a total of not exceeding fourteen (14) days between picks, may be arranged with the approval of the designated employee in charge of the depot.

14) When the work of operators who have picked drill or yard tricks is unsatisfactory to the Bus Maintenance Department, such operators shall be returned to their respective depots and the operators **a** the head of the extra list of operators desiring drill or yard work shall be offered the opportunity to take the drill or yard tricks thus left open.

15) When a Saturday or Sunday schedule is operated on a holiday which falls on a weekday, operators who have picked runs on a Saturday or Sunday schedule, depending upon which schedule is operated, shall work on such holiday the runs picked by them on such schedule, provided it is not their regular day off. Regular operators holding regular weekday runs who desire to be off on such holiday shall make request to be excused and those desiring to work shall be assigned to work, to the extent that work is available, as nearly as possible within the hours of their regular day's work.

pick.

16) New schedules will be posted at least five (5) days prior to the commencement of a

17) If on the day of the actual pick an employee has been absent from duty for more than 30 days except for military leave, vacation or jury duty immediately prior to the pick date, then that employee will not be eligible to pick.

L. Picks of Vacations

1) Once a year, at least two (2) months prior to the commencement of the vacation year, the operators at each depot shall pick the times for their respective vacations during the next vacation year. Preference in such picks shall depend upon the respective preference status of the operators at the depot, determined as set forth in subsection M below.

2) The Authority shall increase the quota of employees on vacation from an equal number of employees off on each week of the year to 10% above that number during the weeks including May I to September 30; and the weeks of Christmas, New Years, Thanksgiving and Easter.

3) If on the day of the actual pick an employee has been absent from duty for more than 30 days except for military leave, vacation or jury duty immediately prior to the pick date, then that employee will not be eligible to pick.

M. Preference Status of Operators.

1) In all picks of vacations, runs and tours of duty permanently appointed operators shall have preference over provisionals and provisionals shall not pick until all permanent operators have made their selections. Preferences in picks in any Division shall depend upon length of service as operator in that Division, except that operators permanently appointed prior to November 25, 1949, or permanently appointed after that date from the 1948 Civil Service eligible list for Bus Operator, shall pick in the same order, as among themselves, in which they picked prior to November 25, 1949. Any operator permanently appointed from a Civil Service eligible list promulgated subsequent to the promulgation of the 1948 Bus Operator list shall, for the purpose of determining his/her preference in picks among permanent operators, receive no credit for provisional service rendered prior to his/her permanent appointment unless it is provisional service in the Division to which he/she is permanently appointed which continued without interruption right up to the time of his/her permanent appointment and even for such service he/she shall not receive credit which will give him/her preference in picks over any operator who, on November 25, 1949, was a permanent operator or who was appointed from a Civil Service eligible list promulgated for the title of Bus Operator prior to the promulgation of the list from which he/she, himself/herself, was appointed.

2) When two (2) or more operators are hereafter appointed to the same Division from the same Civil Service eligible list on the same date and no one of them is entitled to credit for provisional service in determining his/her preference status for picks, their standing on the preference list shall be in the same order as their certification by the Civil Service Commission or City Personnel Director for appointment.

3) Any operator assigned or transferred from one (1) depot to another shall retain his/her standing on the combined system preference list for the purpose of the next pick at such depot, but in the meantime will be carried on the extra list at such depot until an open run is available.

N. Reporting Regulations

1) An operator holding or assigned in advance to a regular run must report for work not later than the reporting time specified in the schedule.

2) Operators on extra list, including extra operators and regular operators working as extras, must report not later than the time specified opposite their names on the extra list.

3) Operators on swings must report for the second parts of their runs not later than the time specified therefor on the schedules.

4) Operators who fail to report on time shall go to the foot of the extra list, A.M. or P.M., whichever they were assigned to. If there is no work available for them and they are not held more than one (1) hour, they shall receive no compensation or allowance for reporting. If held more than an hour they shall be paid only for the time they are held.

5) The foregoing paragraph shall not be applicable when an operator is late because of an unusual interruption of service on the New York City Transit System and establishes such fact to the satisfaction of his/her superior. In such case, if he/she be a regular operator and his/her own run shall have been sent out before his/her arrival at the depot, he/she shall be assigned to such other run or trick as may be available and shall be allowed at least his/her regular rate of pay for the time scheduled for his/her own regular run provided he/she holds himself/herself available for and performs such work as may be assigned to him/her within the period scheduled for his/her regular run. If he/she be an extra operator or a regular operator working as an extra, he/she shall not lose his/her place on the extra list and shall be treated in all respects as though he/she had reported on time.

6) When by sudden change in schedule, notice of which is not posted at the depot by 12 o'clock noon on the day before the change is effective, a regular operator whose reporting time is advanced by such change in schedule without notice to him/her, and who for this reason reports late for his/her run, will be treated in the same manner as provided for in paragraph 5) above. This also applies if the first notice of change in schedule shall have been posted only the day before the change becomes effective and the operator shall have been absent from duty on that day, unless his/her absence was without leave or unless he/she was personally notified of the change in schedule.

O. Extra Lists

1) An extra list will be posted daily at each depot. On this list the names of extra operators assigned to the particular depot shall be arranged in the order of their preference status for the purpose of picks.

2) Regular operators assigned to work as extras on a particular day, but not operators who report voluntarily without having been ordered to do so, shall be assigned to work from the extra list on that day in advance of all extra operators.

3) An extra operator or a regular operator who is assigned a day or more in advance to a regular run which is not his/her own, will be considered as a regular operator for the day of such run

and will be allowed time for the run on the same basis as the regular operator who held the run would have been allowed it.

4) Any extra operator will be assigned to open runs or tricks according to preference status on a day to day basis.

5) A regular run which has become permanently open shall be open for bidding to the extra list operators according to their preference status. If no one has indicated his/her preference for this run, then it will be assigned to the last employee on the extra list. He/she shall hold that run and be considered a regular operator until the next line, depot or system pick.

P. Payment for Work on Regular Day Off.

 An employee who is required to work on his/her regular day off in any payroll week will be allowed time and one-half for his/her work on his/her regular day off and will be given at least eight (8) hours work.

2) Notwithstanding any other rules or working conditions, for an employee to be eligible for pay at time and one-half for working on his/her regular day off, the employee must work at least three (3) days during the week in which he/she also worked on his/her regular days off. If the employee was absent on the day immediately prior to his/her regular days off, he/she must produce a doctor's certificate in order to be eligible for premium pay on his/her regular day off.

Q. Extra Trips and "Specials"

An operator who has a regularly scheduled run will, if required to make extra trips in addition to such scheduled run, be allowed time and one-half for the time necessary to make such extra trips. He/she shall not be required to make any extra trip, however, unless there is no relief operator available to relieve him/her.

For "specials" any operator, whether he/she has a regularly assigned run or not, will be paid, including any overtime and all other allowances, a minimum of four (4) hours pay at his/her regular rate.

R. Split Runs

When an operator fails to finish his/her run and another operator is assigned to relieve him/her, each operator shall receive the reporting - clearing allowance provided in sub-section B.5). The operator starting the run and not finishing it shall be paid only for the actual time worked, the reporting-clearing allowance to be treated as time worked.

S. Snow Work

1) Operators working on snow equipment, including plows, and sand or salt spreaders, or performing miscellaneous snow work such as shoveling snow, etc., shall be paid for such work at the rate of time and one-half at their regular rate of pay for all such work, either within or outside of their usual working time.

2) Operators held in reserve for snow work shall be paid at their regular hourly rate of pay for the time so held before being put to work, except that when an operator is so held after the completion of a regular run he/she will be paid at one and one-half times his/her regular rate of pay for time so held.

3) Premium payments for snow duty shall be limited to situations where the employee actually performs such duty outside where there is snow on the ground and where such work would not be required but for the snow or icing conditions, except that under no circumstances shall snow pay premium payments be made for work if such payments would not have been made prior to March 31, 1985

T. Reimbursement for Dismissed Traffic Violations

The Department of Buses will reimburse a Bus Operator up to four (4) hours straight time pay for one court appearance related to any instance wherein the Bus Operator has received a traffic violation related to the operation of the bus and has been fully exonerated by a court of competent jurisdiction. The Bus Operator must submit proof satisfactory to the Authorities that the charges have been completely dismissed.

### U. Preventable Accidents

Bus accidents will be rated as either "preventable" or "non-preventable" based on the specific facts of each case. The fact that an accident is rated preventable does not automatically trigger a disciplinary action. The rater of the accident can determine that a reinstruction or counseling may be a more effective tool to modify employee behavior based on the specific details of a given case rather than recommending disciplinary action.

## V. Miscellaneous Provisions

1) A Joint Management-Union Committee will be established to accept input and suggestions from T.W.U. Local 100 regarding new bus procurements and bus design including such items as the Bus Operator work station. The Committee will be advisory only and Management retains its right to make the final determination concerning any designs on the bus or bus purchases. There will be no increase in the current level of union release time for this committee.

2) The Transit Authority will maintain and provide a toll-free (800) number for use by Bus Operators making road calls.

3) The Transit Authority shall provide toilet facilities for Bus Operators, where feasible, on those lines which lack such facilities.

4) The Transit Authority and the Union shall jointly develop a pilot accident reduction incentive program for bus operators.

## W. Annual or Periodic Instructions

1. Any employee ordered to attend schooling or instructions outside of, and in addition to, his/her regularly scheduled working hours on any day shall be allowed for such attendance time and one-half at his/her regular rate of pay, except that when an employee, because of errors or dereliction in the performance of his/her duties, is required by the Authority, in disciplinary proceedings to report for schooling or instructions, he/she shall receive no allowance of pay therefor.

2. The Authority will include training for Bus Operators on completing accident reports. This training will be part of the Bus Operators bi-annual 19A training and probationary training.

# X. Shifting Qualification/Differential

Effective with the implementation of the general pick for calendar year 1986, only Bus Operators or incumbent Shifters who have passed a shifting qualification test will be allowed to pick and/or work shifting tricks and extras. The test will be designed in consultation with the Union. All eligible personnel desiring to take the test will be given the opportunity to attend a training/qualification session on a RDO on a voluntary basis. Personnel attending such a session will be paid run pay only for the first and second session. Any subsequent attendance will be without pay. Personnel who do not qualify will not be allowed to attend another training qualification session for six (6) months. Personnel who have two (2) or more preventable accidents while shifting during any twelve (12) month period will be disqualified for twelve (12) months. Personnel disqualified twice (2) will not be allowed to attend another training qualification session for two (2) years. Personnel disqualified three (3) times will not be allowed to attend another training qualification session for ten (10) years.

The basic pay rate for shifting will be the Operator's basic rate plus twenty-five cents  $(25\phi)$  per hour. Shifters who perform the duties of Revenue Attendants shall be paid a differential of 50 $\phi$  per hour. Incumbent Shifters and Operators disqualified from passenger service working as Shifters as of the implementation of the general pick for calendar year 1986 who do not qualify as Shifters will be reassigned to other duties or reclassified to another title in accordance with applicable provisions of this Agreement. Such personnel will be reassigned to other duties or reclassified to another title sor reclassified to another title sor reclassified to another title sor reclassified to another duties or reclassified to another duties or reclassified to another title sor reclassified to another duties or reclassified to another title before being transferred from shifting. Nothing in this provision will be construed to affect either party's contractual rights with respect to shifting issues.

## Y. Single Day Vacations

Employees will be given the opportunity to take either one or two weeks of their vacation allowance in single days, or cash-in one or two weeks of their vacation allowance, or take one of two weeks of the vacation allowance in single days, and the second of the two weeks in cash provided that they commit to do so approximately six (6) weeks before the general pick. Employees who choose to cash in a single week or two weeks shall have the choice of receiving the payment concurrent with their first week of picked vacation, or at any subsequent time. Employees who choose to take a week or two weeks in single days who are unable to take all five (5) or ten (10) days as of the end of the vacation year will be paid in cash for all unused days. Cash sums paid to employees, who choose to cash in one or two weeks of vacation or unused single vacation days, will not be considered pensionable income. Under either option, employees will not choose weeks during the annual vacation pick in which to take unused single days.

In order to provide adequate opportunities for employees who opt to take a week or two weeks of vacation in single days to take such days off, a minimum daily quota for single day vacations, AVA days, and personal days will be established in each depot equal to one and a half percent of the total number of operators assigned to the depot. If the percentage figure results in a fraction of .50 or below, the daily minimum quota for the depot will be the preceding whole number. If the percentage figure results in a fraction above .50, the daily minimum quota for the depot will be the depot will be the subsequent whole number.

Employees' Birthdays will not be included in the calculation of the one and a half percent (1.5%) A.V.A. quota.

### Z. Employee Recognition Program

All union members of the Employee Recognition Program will be compensated at their regular rate plus twenty-five percent (25%) only for work performed on the Program. This additional payment is provided to fully compensate members for all other additional expenses incurred as a result of the nature of the Program's activities.

AA. Summer Bus operator Uniform

The Authority will add "Bermuda" shorts to the items available to bus operators as part of the summer uniform. The Authority shall provide guidelines as to the appropriate socks to be worn with said shorts.

### BB. Relief Facilities

The Authority agrees to begin immediately a good faith effort to provide and maintain facilities on all bus routes. The Authority and the Union agree to meet quarterly to review progress.

### CC. Shoe Benefit

The Authority will provide each bus operator with two pairs of shoes every two years to be worn with the bus operator uniform. Shoes will be distributed to the operators on their own time.

### DD. Articulated Bus Differential

Bus Operators will be paid a \$0.25 per hour differential exclusively while operating an articulated bus in passenger service.

## EE. Line Instructor Qualifications/Instruction Allowance

1) An Operator shall qualify for consideration as a Line Instructor if he/she meets the following criteria: (a) a minimum of three years of passenger service experience; (b) no more than one preventable accident in the past twelve (12) months and (c) no suspension for operating violations including passenger complaints in the last twelve (12) months.

An operator meeting the above criteria will be jointly selected by the Union and Management on the basis of his/her seniority to participate in a "Train the Trainer" program and be certified bi-annually to instruct.

2) An Operator qualified and certified in accordance with subsection (1) above shall be paid an extra time allowance of two (2) hours at his/her regular rate of pay for each day or portion thereof during which he/she has student Operators under instructions, except in cases where other operators are assigned to them for one (1) round trip to acquaint themselves with the line or with special equipment used thereon. When more than one (1) round trip is involved, then the regular instruction allowance of two (2) hours at his/her regular rate of pay shall be paid.

3) Operators picking routes which they have not previously driven will be allowed to take one round trip on the picked route at time and one half. Operators picking the extra board or vacation relief will be allowed to take one round trip on all depot routes which they have not previously driven at time and one half. Operators will not be provided with line training on routes which they have previously driven unless the line has undergone major revisions.

## FF. Transfers

The Union acknowledges that Management might deem it necessary to transfer employees to meet the needs of service. The following provisions reflect a reasonable and cooperative process for dealing with the issue of employee transfer when it is established that there is a significant shortage in one depot over the other as determined by the General Manager of the Division, or in his/her absence, the Chief Transportation Officer.

1) Management will notify the Union as soon as possible of the need to make a transfer.

2) Volunteers will be solicited by the Union and Management from the transferring depot. In the event that there are no volunteers or an insufficient number of volunteers, bus operators will

be transferred in inverse seniority order. No permanent operator will be involuntarily transferred from his/her picked depot until all probationary operators at that depot have been transferred to fill the shortage. Any permanent bus operator who is involuntarily transferred will suffer no loss of work.

3) Once notification is given to the Union of the need to transfer, the process of identifying and transferring the affected employees will be completed as soon as possible but in a period not to exceed two (2) weeks from the date of notice.

## SECTION 5.2 - TA SURFACE MAINTENANCE

A. Hours and Days of Work

1) The working time for regularly assigned employees shall be scheduled and prescribed by their superiors subject to approval by the Authority, but the regularly scheduled hours of work for any employee shall not exceed forty (40) hours per week, or eight (8) hours in any one (1) day.

2) At least two (2) days rest, without pay, in a calendar or payroll week shall be allowed to each employee, except in emergencies or when service requirements prevent it.

3) The regular working time for all employees scheduled to work forty (40) hours per week, shall be eight (8) hours per day, five (5) days per week.

4) There may be one (1), two (2) or three (3) shifts employed at any shop or barn. The starting time of any shift will depend on service requirements.

5) Any employee who is required to and does report for his/her regularly scheduled tour of duty and who, through no fault of his/her own, is not used, will be allowed pay for the full time of his/her scheduled tour of duty for that day.

6) An employee reporting late because of an unusual interruption of service on the New York City Transit System, shall suffer no loss of pay for time lost on account of such lateness, provided such interruption as the cause of his/her lateness is established to the satisfaction of his/her superior.

7) Except in a case covered by subsection 6) above, an employee who reports for duty late may lose part or all of his/her day's work and shall be paid only for time worked.

8) If an employee's schedule of working hours is changed on less than a week's notice, he/she shall be paid at the rate of time and one-half for time worked on the changed tour of duty that may follow within seven (7) calendar days after notice was given.

B. Overtime

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

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

3) Required overtime work will be spread fairly among the employees qualified for the work to be done. Overtime work assignments shall comply with Section 1.12 of this Agreement.

4) Overtime Salary Cap – Effective June 2, 1998, the salary cap for all Maintenance employees, including maintainers helpers and cleaners, shall be a maximum of \$72, 250.00 per annum which includes all pay code events. All contractual wage increases will be added to the maximum cap allowance.

The overtime cap will be computed based on a rolling 52 week period which will be updated every four (4) weeks. The remaining provisions of Section 1.12 shall continue to apply.

The eight (8) hour rule shall remain in effect.

NYC Transit and the Union agree to meet as required to review any problems that may arise in covering work that may necessitate further changes and to ensure that overtime is equitably distributed.

C. Rest Periods and Tool and Area Clean-Up

Non-productive paid time during a regular eight (8) hour tour shall be limited to: a) two (2) ten (10) minute rest periods during a shift and b) a five (5) minute period for tool and work area clean-up at the end of a shift.

Employees may also punch out ten (10) minutes prior to the conclusion of their scheduled tour of duty in their work clothes.

D. Lunch Period

Employees who are not required to eat lunch on the job will be allowed a thirty (30) minute lunch period within their working hours and without deduction of pay on every day when their actual working time exceeds six (6) hours. Any employee on a straight trick or tour of duty who is prevented, through no fault of his/her own, from having at least twenty (20) minutes for lunch within the period specified therefor in his/her schedule, will be allowed one-half hour's extra pay at his/her regular hourly rate provided the loss of time is proved to the satisfaction of the Superintendent.

E. Cold Weather Work

If an employee, after being released upon the completion of his/her regular tour of duty and before the commencement of his/her next regular tour of duty, but not on his/her regular day off, is required to report back for cold weather work, not including snow, sleet or storm duty, he/she will be allowed time and one-half for all such work, provided however, that if he/she is ordered to and does report for such work five (5) hours or more before the commencement of his/her next regular tour of duty he/she shall receive a minimum or eight (8) hours pay at his/her regular rate, and if he/she is ordered to and does report for such work less than five (5) hours before the commencement of his/her next regular tour of duty he/she

will be held until such regular tour of duty commences. If held over for cold weather work after the completion of a regular tour of duty, he/she will be allowed time and one-half for such cold weather work but no more.

## F. Special Snow Work Allowance

An employee will be paid time and one-half when assigned to work at or around the outside of a garage shoveling snow, spreading salt, plowing by mechanical means, and loading or unloading salt.

All employees who are required to work on snow work instead of their regularly assigned duties will receive pay at the rate of time and one-half for such work.

Such premium payments for snow duty shall be limited to situations where the employee actually performs such duty outside where there is snow on the ground and where such work would not be required but for the snow or icing conditions, except that under no circumstances shall snow pay premium payments be made for work if such payments would not have been made prior to March 31, 1985.

### G. Payment for Work on Scheduled Day Off

An employee who is required to work on a day which is scheduled for him/her as a day off, other than one of the holidays allowed with pay, shall be allowed time and one-half for all work on such day, but shall be paid for his/her work on such day a minimum of one and one-half times his/her regular full day's pay.

Notwithstanding any other rules or working conditions, for an employee to be eligible for pay at time and one-half for working on his/her regular day off, the employee must work at least three (3) days during the week in which he/she also worked on his/her regular days off. If the employee was absent on the day immediately prior to his/her regular days off, he/she must produce a doctor's certificate in order to be eligible for premium pay on his/her regular day off.

An employee's day off, if it comes between two (2) scheduled tours of duty which are thirty-two (32) hours or more apart, will commence eight (8) hours after the time scheduled for the completion of his/her last previous tour of duty and will continue for twenty-four (24) consecutive hours. In the case of an employee having two (2) consecutive days off within a period of fifty-six (56) hours or more between two (2) scheduled tours of duty, the beginning of the first day off will be eight (8) hours after the time scheduled for the completion of his/her last previous tour of duty and the end of the second day off will be forty-eight (48) hours after the beginning of the first day off.

### H. Picks

The extent and method of picking jobs within a classification in the department will, if possible, be mutually arrived at between the Head of the Department and the exclusive Union Grievance Representative of the employees in the group affected. In the event of disagreement, the decision shall be

made by the Vice President, Surface Transit. Such decision may be made subject to the grievance procedure where it is claimed that the decision imperils the health or safety or unreasonably disregards the normal seniority rights of any employee. It is understood that any employee who bids a job by seniority must be qualified for the job, and in addition must be able to meet normal production in a reasonable length of time, normally a period of ten (10) days.

Employees in each class of work in each of the separate units shall be entitled to preferences, as among themselves, in vacation picks and any other picks which may be permitted in such unit, in accordance with their preference status. Only employees assigned to the particular unit in which the pick is held shall partake therein. For the purpose of this subsection, each bus division shall be considered as a separate unit for each class of work conducted therein, and regulations governing each pick shall be agreed to prior to the pick by Management and the recognized labor organization.

The foregoing provisions for determining the preference status of employees in respect of picks are subject to the following exceptions and qualifications:

1) Time worked as a provisional will not be counted in determining length of service in a particular position unless the provisional appointee shall receive a permanent appointment to such position from an eligible list for the Division in which he/she served as a provisional immediately upon the termination of his/her status as a provisional and without interruption of continuous service in the position, and even then his/her preference status shall be below that of any employee appointed to the position from any eligible list which was promulgated by the City Civil Service Commission or City Personnel Director prior to the promulgation of the list from which he/she, himself/herself, was appointed.

2) Any employee who shall have taken an examination for promotion to a higher position in the Division to which he/she is assigned and who is subsequently appointed to such higher position in that Division from the promotion eligible list certified by the City Civil Service Commission or City Personnel Director as the result of said examination, shall have preference in picks over any employee in such higher position who may have been transferred to that Division from another Division subsequent to such examination, provided the latter was not himself/herself employed at the time of unification in the Division where the examination was held.

# I. Night Duty

In making assignments to night duty except where such assignments are rotated, those to be assigned will be the employees in the particular unit where night duty is required who have the lowest preference status and are familiar with and qualified for the work which is to be done at night. An employee on a fixed day shift who, by direction of his/her superior, is temporarily required to change his/her shift on a special assignment, will be allowed time and one-half for time worked during the first (1st) seven (7) consecutive calendar days that such special assignment or emergency work may continue. This subsection does not apply where the change is part of an employee's selected schedule.

# J. Transfers

The Transit Authority reserves the right whenever there may be an employee in any unit of any Division with divisional seniority for whom there is no work in such unit to transfer and assign him/her to work in any other unit of that Division or in any unit of any other Division where there may be work for him/her to do within his/her title or classification. At any time after his/her transfer if a vacancy in his/her title occurs in the unit from which he/she was transferred, he/she will be given one opportunity to elect to return to such unit with the same preference status which he/she would have had, had he/she remained there.

Employees appointed to the Brooklyn Division will be "frozen" in that Division, except: 1) A) That they may be eligible for transfer to 126th Street, (Manhattan) or B) to the extent that employees may become excess or be covered by the restricted duty policy.

### K. Instructions

When employees are required to report for schooling or for instruction in the performance of their regular duties, they shall be allowed their regular rate of pay for all time necessarily consumed, except that when an employee, because of errors or dereliction in the performance of his/her duties, is required by order of the Transit Authority, in disciplinary proceedings to report for schooling or instruction, he/she shall receive no allowance of pay therefor. Employees attending classes voluntarily for their own benefit will do so on their own time without pay.

Any employee ordered to attend schooling or instructions outside of, and in addition to, his/her regularly scheduled working hours on any day shall be allowed for such attendance time and one-half at his/her regular rate of pay.

# L. Safety Equipment

Employees shall be provided, without cost to themselves, with such safety equipment as may be authorized by the Head of the Department.

Bus Maintainers "A" and "B" and Maintainer's Helpers on road call trucks will have adequate foul weather gear available to them.

Whenever a single Bus Maintenance employee is sent out on a road call to a hazardous area during periods of darkness, a Surface Line Patrol Car will also be dispatched to the scene of the road call.

# M. Tool Allowance

1) Permanent employees in the title of Bus Maintainer "A," Bus Maintainer "B," and Mechanical Maintainer "C," who complete their probationary period shall be granted two- hundred and fifty dollars (\$250) in reimbursement of the purchase of required hand tools on the date that they complete their probationary period. 2) In July of each year, the Authority shall pay to each permanent employee in the title of Bus Maintainer "A," Bus Maintainer "B," and Mechanical Maintainer "C," who has been in such title for at least eighteen (18) months, a tool allowance of two-hundred and fifty dollars (\$250). The \$250 allowance will be payable by separate check.

3) Where it is established to the satisfaction of Management that any such tools have been stolen while on the property of the Authority, without negligence on the part of the employee, reimbursement will be made by the Transit Authority, but such reimbursement will be limited to a total amount of three hundred dollars (\$300) for each such incident and dependent on the number and value of tools stolen. In consideration of the above tool allowance, the Transit Authority retains and reasserts its right to hold tool inspections at such time as it deems advisable for completeness of tool kit and condition of tools. Supervision shall determine the value of stolen tools.

4) Where it is established to the satisfaction of Management that a rollaway tool box has been stolen while on Transit Authority property, without negligence on the part of the employee, reimbursement up to maximum of one hundred dollars (\$100) shall be made. Such reimbursement shall be additional to reimbursement for stolen tools as provided above.

5) A Maintainer entitled to a tool allowance under this provision shall be entitled to a "special tool allowance" if the Transit Authority should require that metric tools be part of the required tools in his/her tool chest. The amount of the "special tool allowance" shall be determined by the Authority at the time such tools are required.

#### N. Prescription Glasses

If a Maintainer breaks a pair of prescription glasses while performing his/her duties, he/she shall be reimbursed in full by the Authority for the usual, reasonable and customary cost of replacing the glasses, or if the glasses cannot be repaired, for the usual, reasonable and customary cost of replacing the glasses with substantially equivalent glasses. No reimbursement for replacement of glasses shall be allowed unless the employee has first obtained any payment to which he/she may be entitled for glasses under the Optical Plan provided by the Union-Authorities' Joint Welfare Benefit Trust and the Transit Authority shall only have to reimburse such an employee for the portion of the cost of the replacement glasses which exceeds the benefit provided by the Trust. No employee may receive any reimbursement for the cost of replacement glasses cannot be repaired and the broken glasses shall be submitted to and become the property of the Transit Authority. An employee shall be entitled to no more than one (1) reimbursement for broken glasses.

#### O. Work Shoe Benefit

The Authority will provide each maintenance employee (Plant and Equipment, Central Road Service, and Fleet Services included) with one pair of safety shoes per year. Applicable provisions of the July 21, 1999 stipulation as to the wearing of safety shoes are incorporated as Appendix G-10 of this Agreement.

#### P. Outdoor Clothing

The Authority will provide outdoor clothing for employees whose job functions require that they work outdoors (including Central Road Service, Cleaners that sweep buses outside of depot buildings and A.M. Road Service employees at depots where the buses are parked and pulled out from outdoor areas). This clothing will consist of "bib" coveralls and jacket. The clothing will have reflective safety markings and may be marked with appropriate New York City Transit logos.

# Q. Vacation: Prime Time and Single Day

1) Employees who want either to take a week of their annual vacation in single days or to cash in a single week of their vacation allowance will be given the opportunity to do so provided that they commit to do so approximately six (6) weeks before the general pick. Employees who choose to cash in a single week shall have the choice of receiving the payment concurrent with their first week of picked vacation, or at any subsequent time. Employees who choose to take a week in single days who are unable to take all five (5) days as of the end of the vacation year will be paid in cash for all unused days. Cash sums paid to employees, who choose to cash in a single week of vacation or unused single vacation days, will not be considered pensionable income. Under either option, employees will not choose a week during the annual vacation pick in which to take unused single days. In order to provide adequate opportunities for employees who opt to take a week of vacation in single days to take such days off, a minimum daily quota for single day vacations, AVA days, and personal days will be established in each depot equal to one percent (1%) of the total number of operators assigned to the depot. If the percentage figure results in a fraction of .50 or below, the daily minimum quota for the depot will be the preceding whole number. If the percentage figure results in a fraction above .50, the daily minimum quota for the depot will be the subsequent whole number.

2) The Authority shall increase the quota of employees on vacation from an equal number of employees off on each week of the year to 10% above that number during the weeks including May 1 to September 30; and the weeks of Christmas, New Years, Thanksgiving and Easter.

# R. Employee Recognition Program

All union members of the Employee Recognition Program will be compensated at their regular rate plus twenty-five percent (25%) only for work performed on the Program. This additional payment is provided to fully compensate members for all other additional expenses incurred as a result of the nature of Program activities.

#### S. Work Procedure Review Team

A Work Procedure Review Team shall be established in the Department of Buses to review such tasks or functions performed in the operating depots as are submitted to the Team and recommend a norm or standard for the performance of these functions in the TA/OA Maintenance Divisions. In making its recommendations the work procedure review team shall be guided by the principle that the norm or standard should be the lowest reasonable and appropriate time within which a trained mechanic could perform a task or function on an ongoing basis.

The Team shall consist of four members, two of whom shall be designated by the Union and two of whom shall be designated by the Authorities. The parties shall determine who their representatives shall be and have the option of designating non TA/OA employees or non Union officials.

The Team shall review the present work performance of any function submitted to it in recommending a norm for that function, as well as possible variants in the different work sites. The recommendation of a majority of the Team shall be the norm for the task or function.

This Team shall function so long as both parties agree thereto.

Where at least the majority of the Team is unable to make a recommendation, the Chief Maintenance Officer and/or the appropriate TWU Vice President will propose a norm taking into consideration the findings of the Team. If no agreement is reached, the parties shall submit the dispute to a third-party arbitrator selected by the parties for resolution of this particular dispute, for final and binding resolution. It is understood that any disputes will be resolved expeditiously.

Work time savings, if any, over present performance, shall not be used to reduce present manning levels or overtime work but rather to enhance the operating efficiency of the fleet.

Failure to meet a norm shall not be the basis for discipline in and of itself.

The June 3, 1996 Agreement regarding Surface Maintenance Productivity Procedures is attached as part of Appendix G-6. No employee will be laid off as a direct result of the productivity initiatives undertaken by the parties in surface maintenance as reflected in the June 3, 1996 Agreement. This provision does not apply to other productivity agreements.

#### T. Productivity Incentive Bonus Program

The parties entered into an agreement in 1994 and 1996 concerning the improvement of task times for certain bus repair functions and are seeking to immediately improve maintenance productivity, to continue to improve productivity over future years, and to reward employees with a bonus where agreed upon levels of performance are met. It is the parties intent that the work performed meet industry standards for safety, quality, reliability, functionality and appearance. The provisions in the 1994 and 1996 agreements related to the Work Procedure Review Team and reclassification shall continue in effect. It is understood that any reclassification can be appealed directly for review by the Senior Vice President, Department of Buses.

- 1. The "flat rate times" will become the agreed upon repair times for all maintenance functions when the program commences. Where applicable, trouble shooting and diagnostics are covered by this agreement. The Parties agree to work together to commence the agreement as soon as possible.
- 2. The Work Procedure Review Team (the "team") will continue as the accepted process for reviewing and reevaluating the agreed upon standard repair times and procedures under the following circumstances:
  - a.) If a job cannot be performed within the "flat rate time" more than 80% of the time, the job can be referred to the team;
  - b.) Management may refer a job for review where it is consistently performed in less that the "flat rate time;" and
  - c.) Jobs and procedures which have no prescribed "flat rate times" will be evaluated by the Team.
- 3. CMF Programs

a) The "Flat rate times" will immediately be adopted as the repair time for all CMF programs.

b) The process used by the Work Procedure Review Team will be utilized to develop repair times for any jobs or procedures that do not have a prescribed "flat rate" repair time.

4. Core Jobs

Core jobs will be performed in accordance with the times which have already been established by the Work Procedure Review Team, excluding the sixteen (16) core jobs established without TWU participation which will be at "flat rate times."

- 5. In January 2000, all Maintainers shall receive a \$300.00 bonus.
- 6. Central Road Service and Support Fleet maintainers will receive a \$300.00 bonus in January 2000 with the understanding that the parties will work expeditiously toward reaching a productivity agreement for these groups.
- 7. Commencing the first two full quarters of the program, any individual maintainer who meets the above-stated standards on ninety percent (90%) of the assigned jobs or procedures shall receive a six hundred dollar (\$600.00) bonus to be paid within twenty (20) work days from the end of the quarter. After the first two full quarters, a maintainer must achieve ninety-five percent (95%) compliance to receive the bonus. Commencing in the second quarter of the year 2002, the bonus will be increased to seven hundred dollars (\$700.00).
- 8. The computation for compliance with the flat rate times will be a comparison of the flat rate time total for the assigned jobs compared against the total time the maintainer utilized to complete the assigned job(s).
- 9. In order to receive the bonus, the employee must actually work eight (8) weeks in the quarter in which the bonus is to be paid. Paid vacation shall count as time actually worked.
- 10. Management and the Union will monitor the program on a daily basis, and compliance will be measured and monitored utilizing New York City Transit's work order system.
- 11. All flat rate times assume that the bus is in position, parts are at the bus and any special tools and equipment are available. Contractual meals and break times are not included in the calculated work time.
- 12. It is in the interest of both parties to maintain a productivity agreement beyond the term of this Agreement.

The August 7, 2002 Agreement regarding the implementation of the Productivity Incentive Program is attached hereto as part of Appendix G-6.

#### U. Miscellaneous Agreements

The following provisions shall be in effect during the life of the agreement.

1. Employees in jobs designated as "frozen" for a specific length of time, will pick their vacation separately from other maintenance employees.

2. When the Authority performs a procedure study, a union representative may be present on paid release time.

3. S.O. and Heavy S.O., lines will be scheduled off on major holidays. Major holidays are defined as New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

One week prior to any other scheduled holiday, management will consult with the applicable union representative for a list of qualified employees to work the holiday.

4. An employee who "calls in" requesting to take a day off one (1) hour prior to the beginning of his scheduled tour of duty, may be granted paid accumulation time for the date requested, provided that the established quotas are not exceeded and satisfactory proof is submitted that an emergency existed that prevented the employees from reporting to work.

5. If an employee's driving permit expires through no fault of his own, prior to Authority qualification, they will be allowed to be excused from work to renew their permit. This provision only applies to employees who are scheduled for the day shift with Saturday and Sunday as RDO's.

V. Meal Allowance Payments for DOB Maintenance Employees

1. The Union agrees that the payment of meal allowances "in cash" under Section 2.17 C and F will be interpreted to include payments made in an employee's regular pay check.

2. The parties agree to interpret the phrase "work made necessary by the failure of another employee to report for duty" under Section 2.17 F to include AVA's, single day vacation days, change of tours that are granted, and personal business.

3. The parties agree that overtime work performed to cover absences caused by sick, suspension time, leaves to attend UAP or EAP, vacations, training, vacancies, injury on duty, and jury duty will not be considered "work made necessary by the failure of another employee to report for duty" for the purposes of payment of meal allowances under Section 2.17 F.

# SECTION 5.3 - SURFACE (TA) PLANT & EQUIPMENT

# A. Hours and Days of Work

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

2) At least two (2) consecutive days rest, without pay, during the calendar or payroll week shall be allowed to each employee, except in emergencies or when service requirements prevent it.

3) All scheduled tricks shall be straight tricks and there shall be no swing tricks in this department. There may, however, be rotating tricks and an employee may be required to work certain hours one week and certain other hours another week.

4) Any employee, who is required to and does report for his/her regularly scheduled tour of duty and who, through no fault of his/her own, is not used, will be allowed pay for the full time of his/her scheduled tour of duty.

5) An employee reporting late because of an unusual interruption of service on the New York City Transit System shall suffer no loss of pay for time lost on that account, provided such interruption as the cause of his/her lateness is established to the satisfaction of his/her supervisor.

6) Except in a case covered by paragraph 5) above, an employee who reports for duty late may lose part or all of his/her day's work and shall be paid only for time worked.

# B. Overtime

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

2) Union and Management agree to modify Structured Overtime Rules.

3) Required overtime will be spread fairly among the employees qualified for the work to be done. Overtime work assignments shall comply with Section 1.12 of this Agreement.

## C. Lunch Period

Employees who are not required to eat lunch on the job will be allowed thirty (30) minutes lunch period within their working hours and without deduction of pay on every day when their actual working time exceeds six (6) hours. Any employee on a straight trick or tour of duty who is prevented, through no fault of his/her own, from having at least twenty (20) minutes for lunch within the period specified therefor in his/her schedule, will be allowed one-half hour's extra pay at his/her regular hourly rate providing the loss of lunch time is proved to the satisfaction of the Superintendent.

### D. Snow Work

All employees who are required to work on snow work instead of their regularly assigned duties will receive pay at the rate of time and one-half for such work.

Such premium payments for snow duty shall be limited to situations where the employee actually performs such duty outside where there is snow on the ground and where such work would not be required but for the snow or icing conditions, except that under no circumstance shall snow pay premium payments be made for work if such payments would not have been made prior to March 31, 1985.

### E. Payment for Work on Scheduled Day Off

An employee who is required to work on a day which is scheduled for him/her as a day off, other than one of the holidays allowed with pay, shall be allowed time and one half for all work on such day, but shall be paid for his/her work on such day a minimum of one and one-half times his/her regular full day's pay.

In the case of an employee having two (2) consecutive days off within a period of fifty-six (56) hours or more between two scheduled tours of duty, the beginning of the first day off will be eight (8) hours after the time scheduled for the completion of his/her last previous tour of duty and the end of the second day off will be forty-eight (48) hours after the beginning of the first day off.

Notwithstanding any other rules or working conditions, for an employee to be eligible for pay at time and one-half for working on his/her regular day off, the employee must work at least three (3) days during the week in which he/she also worked on his/her regular days off. If the employee was absent on the day immediately prior to his/her regular days off, he/she must produce a doctor's certificate in order to be eligible for premium pay on his/her regular day off.

# F. Night Duty Assignments

In making assignments to night duty, except where such assignments are rotated, those to be assigned will be the employees in the particular unit where night duty is required who have the lowest

preference status and are familiar with and qualified for the work which is to be done at night except where a senior employee requests such assignment as a matter of choice.

## G. Change of Shifts

1) If an employee's schedule of working hours is changed on less than a week's notice, he/she shall be paid at the rate of time and one-half for time worked on the changed tour of duty that may follow within seven (7) calendar days after notice was given.

2) An employee on a fixed day shift who, by direction of his/her superior, is temporarily required to change to night work on a special assignment or an emergency job, will be allowed time and one-half for each night's work during the first (1st) seven (7) consecutive calendar days that such special assignment or emergency job may continue.

On a temporary change of tour of duty for three (3) days or less, the employee shall be allowed on the last day of such temporary assignment to work both the changed tour and his/her regular tour.

3) This subsection does not apply to employees on rotating shifts or where the change is part of the employee's selected schedule.

#### H. Transfers

The Authority reserves the right whenever there may be an employee in any unit of any Division with divisional seniority for whom there is no work in such unit, to transfer and assign him/her to work in any other unit of that division or in any unit of any other Division where there may be work for him/her to do within his/her title or classification. At any time after his/her transfer, if a vacancy in his/her title occurs in the unit from which he/she was transferred, he/she will be given one (1) opportunity to elect to return to such unit from which he/she was transferred with the same preference status he/she would have had had he/she remained there. An employee appointed to a Division other than the Division of his/her choice, will be given one (1) opportunity to return to the Division of his/her choice when a vacancy occurs in that Division. Division(s) are defined as those areas within TA Surface.

I. Instructions

When employees are required to report for schooling or for instructions concerning their duties or functions, they shall be allowed their regular rate of pay for all time spent receiving such instructions, except that when an employee, because of errors or dereliction in the performance of his/her duties, is required by the Authority, in disciplinary proceedings, to report for schooling or instructions, he/she shall receive no allowance of pay therefor. Employees attending classes voluntarily for their own benefit will do so on their own time without pay.

Any employee ordered to attend schooling or instructions outside of, and in addition to, his/her regularly scheduled working hours on any day shall be allowed for such attendance time and one-half at his/her regular rate of pay, except that when an employee, because of errors or dereliction in the performance of his/her duties, is required by the Transit Authority, in disciplinary proceedings, to report for schooling or instructions, he/she shall receive no allowance of pay therefor.

## J. Safety Equipment

1) Employees shall be provided, without cost to themselves, with such safety equipment as may be authorized by the Head of the Department.

2) Employees assigned to Surface (TA) Plant & Equipment shall be provided with prescription safety glasses. The Authority reserves the right to strictly enforce the safety rules and employees failing to wear safety glasses as required shall be subject to loss of differential pay in addition to disciplinary action. The Union agrees to cooperate with the Authority in seeing that safety rules are observed.

### K. Reporting and Clearance

1) Employees shall clear at the end of their day's work at the same point at which they reported for work, such point to be designated by their pick selection. Whenever an employee shall clear at a point other than that at which he/she reported, he/she shall be paid in accordance with the Surface's Plant & Equipment departments travel time agreement. The time so allowed shall be considered as actual working.

2) When an employee or a group of employees are shifted from their picked location for a period of two (2) months or less, such a move shall be known as a temporary move. The employee so affected will be paid traveling time (in accordance with travel time agreement outlined in subsection P below), not to exceed two (2) hours per day per employee (where applicable), for the period during which he/she reports to a location other than his/her picked location.

Should the job extend beyond the two (2) months for some unforeseen reason, the employee or group of employees shall be returned to their picked location and a new employee or group of employees shall be substituted. Traveling time shall be paid to the new employees while they are at the location in question. Management shall have the right to decide which employees or group of employees is to be moved, and this shall generally be determined by the availability of the employees so that it will have the least disrupting effect on urgent work that is in progress. Generally, an employee or group of employees as near as possible to the new location will be shifted. This is only applicable where the number of employees that are available to be assigned to a project in a specific trade are less than the number of employees available for that trade. If all of the available employees were to be assigned to a project this would not apply.

Where the shift in location is to be made for a period of more than two (2) months, the job at the new location will be put up for bid among all the employees in the titles in questions throughout the entire Surface (Structure Maintainer) group. When the move is made, no traveling time will be paid even for the first (1st) two (2) months of the move. Inverse seniority will be used if no bids were to be received.

#### L. Picks and Preference Status

Picks will apply for those Structure Maintainers who pick into the Surface (TA) Plant & Equipment Division in accordance with the stipulation agreement of March, 1991.

The extent and method of picking jobs within a classification in a department will, if possible, be mutually arrived at between the Head of the Department and the Union grievance representative of the employees in the group affected. In the event of disagreement, the decision shall be made by the Chief Facilities Officer, Surface. Such decision may be made subject to the grievance procedure where it is claimed that the decision imperils the health or safety or unreasonably disregards the normal seniority rights of any employee. It is understood that any employee who bids a job by seniority must be qualified for the job, and in addition must be able to meet normal production in a reasonable length of time, normally a period of ten (10) days.

Subject to the exceptions hereinafter set forth, preference in picks and bids will depend upon length of service in the particular title within the particular unit.

The provisions for determining the preference status of employees in respect of picks are subject to the following qualifications and exceptions:

a. (1) For provisional promotion a single eligible list for the entire system will be established in each Bureau for each class of work in the title. The class of work shall generally follow the classifications established by the City Civil Service Commission or the City Personnel Director in qualifying persons for examinations for permanent appointment to the title.

(2) Time worked as a provisional will not be counted in determining length of service in a particular position, unless the provisional appointee shall receive a permanent appointment to the title for such position in which he/she served as a provisional immediately upon the termination of his/her status as a provisional and without interruption of continuous service in the title, and his/her preference status shall be below that of any employee appointed to the position from any eligible list which was promulgated by the City Civil Service Commission or City Personnel Director prior to the promulgation of the list from which he/she himself/herself was appointed.

#### M. Tools

Employees shall be provided, without cost to themselves, with such tools as may be authorized by the Head of the Department, subject to the approval of the Authority.

### N. Foul Weather Gear and Working In Foul Weather

The practices regarding these items shall be in accordance with agreements between the Authority and the recognized Union.

O. Asbestos Removal Differential

Structure Maintainers, when assigned to remove and dispose of asbestos, either for the purpose of making repairs or complete removal from the property, will receive a flat \$1.00 per hour differential for the entire eight (8) hour tour whether regular or overtime. Employees will be trained and qualified to perform such functions.

P. Travel Time Agreement for Structure Maintainer Titles

An employee reporting directly to a picked/assigned location is not entitled to travel time. Travel time hours are not subject to equalization amongst employees. Where a project requires reporting to a different location (other than picked) in the Brooklyn, Queens or Staten Island Division, the employees in that particular division are the employees who will be canvassed first. Inverse seniority will be used if no volunteers were to be received. Where the numbers of employee(s) that are required for a particular project is greater than the number of employee(s) available in a particular trade in that division, the remaining employee(s) in the other divisions in that trade will be canvassed in seniority order, provisions in Section 5.3K still apply where applicable. Inverse seniority would be used if no volunteers were to be received. 126th Street depot will fall under employee(s) in the Brooklyn Division. All agreements regarding "reporting and clearance" as outlined in Section 5.3K remain in effect.

Q. Work Shoe Benefit

1. The Authority will provide each Plant and Equipment employee with one pair of safety shoes per year.

2. Each employee who receives a pair of safety shoes is required to wear such safety shoes on a regular basis immediately upon their receipt. "A regular basis" shall mean at least three (3) eight hour tours per week. On days that an employee does not wear the safety shoes supplied, the employee must wear work shoes that are slip resistant. Sneakers and similar soft shoes are not acceptable.

3. If an employee reports to work wearing shoes that management deems unacceptable, management will notify the local Union representative in the first instance. Such Union

representative will counsel the employee in connection with the requirements of these provisions. Any future violations may result in disciplinary action.

4. Issues involving the question of whether these provisions are being enforced fairly and unreasonably will be referred to the Department of Buses Chief Maintenance Officer for resolution.

5. These provisions are not applicable to employees who document that they are required to wear prescription orthopedic shoes or any other special shoed prescribed or recommended by a physician.

# ARTICLE VI - OPERATING AUTHORITY

#### SECTION 6.1 - OA, GENERAL EXCLUDING TRAFFIC CHECKERS

#### A. Union Security.

The Operating Authority will deduct from the pay of each employee who is a member of the Union, upon presentation of a dues deduction authorization card signed by the employee, the regular weekly dues for such week, payable by such employee to the Union, as from time to time certified by the President and Treasurer of the Union, as provided for in the duly adopted constitution and by-laws of the Union.

Such deductions shall be made from the pay due each employee each week. If any employee does not have sufficient pay during any week, such deductions shall be made in any following week of the same month. The amounts so deducted shall be paid by the Operating Authority to the Union within ten (10) days from the date the payroll is paid.

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

B. Grievance Procedure.

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

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

1)a. Any grievance or complaint which an employee may have shall be presented by the employee and his/her Union representative to the employee's Location Chief or appropriate superintendent within five (5) days after the grievance arose. In the event that the matter is not satisfactorily adjusted within eight (8) days after the presentation to his/her Location Chief or appropriate superintendent, the case must be referred, at the request of the employee's Union representative within an additional three (3) days, to the employee's Department Head or his/her designated representative.

In the event that the matter is not satisfactorily adjusted with the Department Head, then the Union must, within three (3) days after the receipt of written notification from the Department Head of his/her decision, submit the dispute in writing to the Director, Labor Relations, MaBSTOA or his/her designee or designees. The Director, Labor Relations, MaBSTOA or his/her designee or designees shall, within eight (8) days, hold a hearing on the grievance, with due notice to the Union, and within eight (8) days after such hearing is closed, the Director, Labor Relations, MaBSTOA or his/her designee or designees shall deliver to the Union in writing his/her decision on the disposition of the grievance.

2) If the Union is not satisfied with the disposition of such grievance by the Director, Labor Relations, MaBSTOA or his/her designee or designees, made as provided in paragraph 1 above, or in case there is any dispute between the parties hereto arising out of the collective bargaining agreement, then in any such case, at the written request of the party hereto desiring arbitration as herein provided, the matter shall be submitted for decision to the Impartial Arbitrator. If the requested arbitration arises from a grievance processed pursuant to Paragraph 1 above, the request for arbitration shall be made within six (6) days of the receipt by the Union of the written decision of the Operating Authority's designee or designees. If the requested arbitration arises out of any other dispute between the parties arising out of the collective bargaining agreement, the request for such arbitration shall be made within five (5) days after such dispute arises. The request for arbitration shall be made to the Impartial Arbitrator with a copy of the request sent to the opposing side.

3) The time limitation, as provided herein, shall in every case be exclusive of Saturdays, Sundays and holidays, and the Impartial Arbitrator shall be empowered to excuse a failure to comply with the time limitations for good cause shown.

4) All non-disciplinary grievances shall be scheduled after consultation between the

In the event that the parties hereto cannot agree upon the time and place to be fixed for such hearing, said Impartial Arbitrator shall fix such time and place and give notice thereof in writing to the parties hereto at least forty-eight (48) hours prior to the time fixed for such hearing, and the filing of a telegram for sending or the mailing of a letter containing such notice, shall be deemed to be the giving of such notice.

parties.

After both the Union and the Operating Authority have been given an opportunity to be heard and to submit proof as may be desired, the decision in writing of such Impartial Arbitrator shall be binding and conclusive upon the employees to whom this Article applies and upon all the parties hereto.

In case the Impartial Arbitrator hears testimony of or proof by any special service men or investigators whose identity the Operating Authority desires should not be known, such testimony or proof shall be given before the Impartial Arbitrator with no one else present, and any records, reports or actions of the Impartial Arbitrator with reference thereto shall refer to such witnesses by number only so that their identity shall not be known. Furthermore, if there is presented to the Impartial Arbitrator for decision any matter involving theft or drunkenness of any employee, the only question to be determined by the Impartial Arbitrator in any such case shall be with respect to the fact of such theft or drunkenness as the case may be,

and in case the fact of theft or drunkenness is found by the Impartial Arbitrator, then the action by the Operating Authority, based thereon, shall be affirmed and sustained by the Impartial Arbitrator.

The Impartial Arbitrator to serve as such from June, 2001 to December 15, 2002, shall be Richard Adelman, who has been selected by the parties to this Agreement.

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

C. Disciplinary Procedure.

1. The right to discharge or discipline employees for cause and to maintain discipline and efficiency of employees is the responsibility of the Operating Authority. The Authority shall be guided by a policy of progressive discipline in the administration of its disciplinary procedures. As such, penalties will be evaluated in accordance with the principle of progressive discipline, and as further elaborated in the January 26, 1995 Daniel Collins arbitration award, attached hereto as Appendix H.

- 2. Progressive discipline shall be applied on a category-by-category basis as follows:
  - a) Infractions involving employees required to have a commercial driver's license shall be separated into the following three categories:
    - i. Time and Attendance violations;
    - ii. Safety related violations; and
    - iii. Other violations.
  - b) Infractions involving employees not required to have a commercial driver's license shall be separated into the following two categories:
    - i. Time and attendance related violations; and
    - ii. Job performance and other violations.
  - c) When a rule infraction occurs in one of the above categories a penalty will be imposed in the categories in which the violation occurs. The penalty imposed on each of the above categories will be based only on prior violations within the category in which the rule infraction occurs. There will be no overlap of discipline between categories.
- 3. Reduction of Penalties for Minor Violations

a. Effective March 1, 2000, employees covered by this Agreement may improve their disciplinary record in each category referenced above for certain minor violations. Such improvement of record shall be determined by the following time schedule:

Time of Next Minor Violation         Penal	<u>Ity to be Assessed for</u> <u>Next Minor Violation</u>
i. Additional minor violations within follow 1 year of last violation	v progressive discipline
ii. Between 1 year and 1 ½ years from repeat last penalty* the date of the last violation	
iii. Between 1 ½ and 2 years from the ½ of date of the last violation	last penalty*
iv. Between 2 and 2 ½ years from the ¼ of date of the last violation	last penalty*
v. Between 2 $\frac{1}{2}$ and 3 years from the $\frac{1}{8}$ of date of the last violation	last penalty*
*Where the penalty to be assessed is less than a one day suspension, a reprimand shall be substituted.	

After three (3) years with no violations, an employee's record of minor violations will not be considered in setting the penalty for the next minor violation.

- b. The improvement of penalties only applies to minor violations. The penalty for a serious violation such as AWOL, fraud, theft, gross insubordination, assault, and serious preventable accidents will be based upon the severity of the instant violation and/or the employee's overall disciplinary record in accordance with existing standards. Nothing contained herein shall preclude the union from arguing before the tripartite committee referred to in Section 1.27 (C) that a particular infraction should be a minor violation and not a major violation.
- c. A considerable time period (minimum of five (5) to seven (7) years) between serious violations, may, on a case by case basis, be considered as a mitigating factor in determining the appropriate penalty, depending upon the severity of the

instant violation and only where there is no impact on the safety and welfare of the public or employees of N.Y.C.T.

4. So as to assist the parties in the mutual commitment to progressive discipline, the parties shall establish a four person management-labor committee composed of two appointees each which shall meet quarterly. The Committee shall examine the manner in which the various departments have applied progressive discipline and make appropriate recommendations.

- 5. Pre-Disciplinary Suspension
  - a. In the Authority, no warning, reprimand, suspension or dismissal shall be entered on an employee's record or otherwise imposed until the completion of the disciplinary procedure set forth herein. This provision shall not, however, foreclose pre-disciplinary suspension of an employee for reasons of serious misconduct detrimental to the operation of the Authority including but not limited to use of controlled substances, being under the influence of intoxicating liquor on the job, theft of Authority property, chronic absenteeism, assault upon a supervisor or gross insubordination.
  - b. An employee will not be pre-disciplinary suspended for time and attendance related violations except where the charges involve fraud.
  - c. If an employee is pre-disciplinary suspended, then he/she shall be given a hearing before his/her Location Chief, within twenty-four (24) hours after his/her suspension (in case the suspension is on Saturday, Sunday or a holiday, such hearing to be within forty-eight (48) hours), at which hearing a representative of his/her Union may be present, and notice (which may be by telephone) of such hearing shall be given to such employee and the Union at least six (6) hours before such hearing.
  - d. Where an employee is pre-disciplinary suspended, the Union may by-pass the Step II hearing and appeal directly to Step III. In such cases or where the penalty is imposed at Step II, a Step III hearing shall be scheduled to be heard within five (5) days after the Director of Labor Relations receives written notice of the appeal from the Union, and a decision shall be rendered within ninety-six (96) hours after the close of the Step III hearing. If the Union appeals the Step III decision where the penalty has been imposed, such appeal shall be heard at the next scheduled arbitration hearing date. The Operating Authority and the Union shall make a joint request to the Arbitrator for an expedited award in such cases.

e. In the event that an employee is restored to service after a predisciplinary suspension, and such restoration is with back-pay, then NYC Transit shall reimburse the employee for C.O.B.R.A. purchased during the period for which the employee received back pay.

6. Fraudulent sick line charges shall not be brought against an employee if more than one year has expired since the submission of the sick lines.

7. Where disciplinary charges against an employee are not sustained at any step after a Step I hearing, the employee shall be paid three (3) hours straight time for each hearing session he/she has attended beginning with the Step II hearing.

8. Where time and attendance cases are settled at the pre-arbitration steps of the grievance procedure, the assessed penalty will appear on the employee's record for the purposes of progressive discipline, but no suspension time will be imposed or fine paid.

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

10. The provisions set forth in paragraph 9 above shall not be available to employees who are pre-disciplinary suspended.

11. The Authority shall schedule all hearings at all steps of the disciplinary grievance procedure.

12. In the transportation department, the place at which any Operator shall be required to appear for any infraction of a rule shall be at the garage where his/her Location Chief is located.

13 General Superintendent or Superintendents may hold disciplinary hearings, however, Superintendents may not award any penalty in excess of final warning.

14. The Impartial Arbitrator to hear all disciplinary grievances during the term of this Agreement shall be William Dougherty.

15. It is the Parties express goal to expeditiously resolve the backlog of pending disciplinary cases, and to timely process and resolve cases that are filed in the future.

D. Medical Appeal Grievance Procedure

- 1) Where an employee's physician disagrees with the determination of the Authority's Medical Assessment Center (MAC) physician or Authority physician consultant, the employee, accompanied by his/her union representative, must immediately bring this to the attention of the Director of Labor Relations, MaBSTOA by furnishing medical evidence from his/her own physician. The medical evidence must indicate the employee's physician's findings, state a diagnosis, address the employee's ability to work and the anticipated time of disability in order to establish a medical dispute.
- 2) Where the employee's medical evidence satisfactorily sets forth a difference of medical opinion thereby establishing a medical dispute, the employee will be given an appointment to report to NYC Transit's Medical Department to select an impartial physician from a list of impartial physicians maintained exclusively by the Medical Department.
- 3) The determination of the impartial physician following examination of the employee shall be dispositive of the medical dispute and binding upon the employee and the parties to the extent set forth in this procedure.
- 4) Where the employee fails to report for duty upon receiving a full work or restricted work status from the MAC and/or fails to establish a medical dispute as described above, he/she may be carried AWOL and may be subject to discipline.
- 5) Where the impartial physician agrees with the Authority's position that the employee is medically able to perform full work or restricted work and the employee refuses to report for work, the employee shall be dismissed. In this circumstance, the Union may submit the dismissal directly to the disciplinary arbitrator for review. The only question to be determined by the arbitrator shall be with respect to the fact of the impartial physician's determination that the employee is able to perform work, and in case the fact that the employee is able to perform work is found by the impartial arbitrator, then the dismissal action by the Authority, based thereon, shall be affirmed and sustained by the impartial arbitrator.
- 6) Fifty percent (50%) of the fees of the impartial physician will be paid by NYC Transit and fifty percent (50%) by the Transport Workers Union, Local 100.
- E. Retirement.

1) As used in paragraphs 1 and 2 of this subsection, the word "Employee" shall mean any person who at the time of retirement worked for Surface Transit, Inc., Fifth Avenue Coach Lines, Inc., Gray Line Motor Tours, Inc. or their predecessor operators in a title for which the TWU was the collective bargaining agent or who is now in a title listed in Appendix A hereof. Certain employees have been receiving pension payments from Surface Transit, Inc., or from Fifth Avenue Coach Lines, Inc. or from Gray Line Motor Tours, Inc., or from the Trustee under a Pension and Trust Agreement, dated as of January 1, 1960, made by said companies. The TWU recognizes that the said companies have the primary obligation for the continued payment of said pensions and has assured the Operating Authority that it will, on behalf of such pensioners, vigorously prosecute the claims against the said companies and the Trustee for continued payment of such pensions.

2) The TWU instituted an arbitration proceeding against said companies under the provisions of the collective bargaining agreements in effect with said companies. The Impartial Arbitrator, Theodore Kheel, made certain awards in connection therewith, and the TWU, in a proceeding instituted in Supreme Court, New York County, entitled, "Quill, etc. v. Fifth Avenue Coach Lines, Inc., and Surface Transit, Inc." (Index No. 18029/1963), petitioned for an order confirming said awards. The Court made an Order and Judgment confirming said award on September 30, 1965, which said Order and Judgment was amended October 14, 1966.

Thereafter and beginning in November, 1966, the persons named in said Order and Judgment, as amended, were paid monthly the amounts specified therein from a Trust Fund, entitled "TWU, Fifth, Surface, Westchester Pension Trust," dated January 1, 1960, as amended.

Thereafter, in accordance with collective bargaining agreements dated as of January 1, 1966, January 1, 1968, January 1, 1970, January 1, 1972, April 1, 1974, April 1, 1976, April 1, 1978, and April 1, 1980, the Arbitration Award of April 29, 1982 and the collective bargaining agreements dated as of April 1, 1985, April 1, 1988, and May 1, 1991, respectively, the Operating Authority continued to make retirement advances through December 15, 1999 to employees referred to in paragraph (1) of this subsection for whom Fifth Avenue Coach Lines, Inc. and Surface Transit, Inc. were not held liable, as well as employees retiring from this Operating Authority for whom such companies were also not held liable, in amounts they would have been entitled to receive either under the Pension Plan of Surface Transit, Inc. or the Pension Plan provided for Fifth Avenue Coach Lines, Inc. employees under the Arbitration Award of Honorable Sidney Sugarman, dated November 21, 1949, except that with respect to employees retiring from the Operating Authority on or after July 1, 1968 in accordance with Article XXIV (3) of the collective bargaining agreement between the parties dated as of January 1, 1968, their eligibility and retirement advances were computed as provided for in said Article XXIV (3), for employees retiring on or after January 1, 1970, their eligibility and retirement advances were computed as provided for in Article XXIX (3) of the agreement between the parties dated as of January 1, 1970, and for employees retiring on or after January 1, 1972, their eligibility and retirement advances were computed as provided for in Article XXIV (3) of the Agreement between the parties dated as of January 1, 1972. The TWU has demanded that the Operating Authority continue to make such retirement advances during the term of this contract and the Operating Authority, in consideration of the covenants of this Agreement so agrees.

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

(2) of this subsection be required to make any payments beyond the termination of this Agreement.

3) There are certain employees now employed by the Operating Authority and for whom Fifth Avenue Coach Lines, Inc., or Surface Transit, Inc. were not held liable under said Judgment referred to in paragraph (2) of this section, who have or would become eligible between December 1, 1962 and December 15, 2002, for benefits under Pension Plan of Surface Transit, Inc., dated August 27, 1946, or the Pension Plan of Fifth Avenue Coach Lines, Inc. provided under the Arbitration Award of Honorable Sidney Sugarman, dated November 21, 1949, as hereinafter modified, if said Plans were in effect during such period.

The TWU has demanded, and the Operating Authority has agreed in consideration of the covenants of this Agreement, to pay monthly during the term of this Agreement to each such person who so elects, the amount he/she would have received under the Pension Plan of the said Company by whom he/she was employed prior to March 1, 1962, as hereinafter modified, provided such employee is eligible and complies with the terms and conditions of such Plan, as so modified.

a. Such retirement advances shall be computed as follows:

For employees electing to retire, or who leave the Operating Authority's service or who die during the period between December 15, 1999 and December 15, 2002.

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

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

i) All benefits payable under this paragraph 3 (a) shall be paid from the Manhattan and Bronx Surface Transit Operating Authority Pension Fund, and there shall be no other obligation on this Operating Authority to fund any such benefits.

ii) With respect to disability retirement, the ordinary disability or accidental disability must have occurred on or after January 1, 1972.

iii) The method of computation of service shall be as follows:

Years of service shall be allowed on the following basis from the

date an employee is hired.

Number of months prior to 3/1/62; Number of months from 3/1/62 to 6/30/70; Number of months from 7/1/70 to date of retirement. Months of service are computed as follows:

The years, months and days of credited service between each of the above dates are totaled, and credit is computed in the same manner as an employee retiring in the New York City Retirement System.

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

v) The computation of the amount of retirement advance percentages shall be determined as follows:

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

Provided, however, that when such employee reaches 50%, even though it occurs during any particular year, the retirement advance will be computed at  $1 \frac{1}{2\%}$  thereafter.

vi) The basis of earnings shall be computed as follows:

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

The said 50% of salary or compensation earnable by him/her in the year prior to his/her retirement shall be computed in the same manner and to the same extent as is now or

hereafter provided for Transit Authority hourly-rated employees under the non-contributory 20-year, half-pay transit plan.

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

Disability benefits received by an employee under the Transport Workers Union-New York City Transit Authority-Manhattan and Bronx Surface Transit Operating Authority Health Benefit Trust shall be deemed as earnings for the purpose of calculating retirement advances.

vii) An active employee who dies before attaining twenty (20) years of service shall be entitled to receive the same benefits as a Transit Authority hourly-rated employee under the non-contributory Transit Plan under the same conditions, less the \$1,000 Group Life Insurance provided for under the collective bargaining agreement.

viii) The Medical Board of the New York City Employees Retirement System (NYCERS) shall arrange for and pass upon all medical examinations required or deemed necessary in connection with this subsection 3(a), and shall investigate all essential statements and certifications by or on behalf of an employee of the Operating Authority in connection with an application for disability retirement, and shall report to the Operating Authority's Board of Administration as originally created by Resolution dated May 21, 1963, his/her conclusions and recommendations thereon.

ix) The Operating Authority, for the period from December 15, 1999 to December 15, 2002, shall pay a sum computed at the rate of five-hundred (\$500.00) dollars a year to each employee who was, on July 1, 1970, in the employ of the Operating Authority and who retires on or after July 1, 1970 and receives a retirement advance, as provided herein, on or after July 1, 1970, and who continued in the employ of the Operating Authority until the age of fifty-five (55) years or later, or is earlier retired from the employ of the Operating Authority by reason of disability. Such payment shall begin on the effective date of such employee's retirement, and shall be made in equal monthly installments (except the first payment may be for a portion of the month), and shall continue only for the period from retirement to December 15, 2002, but, in no event beyond the date of the employee's death.

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

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

c. Each retired employee entitled on December 15, 1999 to receive payments pursuant to subsection 3 of this section in any preceding contract between the Operating Authority and the Union shall continue to be paid such payments by the Operating Authority during the term of this agreement but in no event beyond the date of the employee's death.

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

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

a. The Operating Authority and the retirees who retire on or before May 31, 1982, who have elected coverage shall continue to make contributions for the MABSTOA Retirees Group Life Insurance Policy on the same basis as in the past. Retirees who retire on or after June 1, 1982, shall not be entitled to coverage under the MABSTOA Retirees Group Life Insurance Policy and no contributions shall be made in their behalf.

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

c. MABSTOA employees shall be allowed to switch tiers within the MABSTOA Retirement Plan under the same conditions as an employee who is a member of the New York City Employees' Retirement System may do under Chapter 1044 of the Laws of 1981. Such privilege shall be limited to those employees who have already applied for such change and the same criteria used by the New York City Employees Retirement System to determine eligibility for such change will be applied.

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

5) The provisions of this section are not intended to detract from or conflict with any right of an employee to any disability pension or allowance under any law relating to the New York City Employees' Retirement System. They shall not be applicable, however, to any employee who is granted any such disability pension or allowance.

6) MaBSTOA will supply the Union with a copy of the quarterly pension forecast for employees represented by the Union. In accepting this forecast the Union expressly waives on behalf of all employees it represents and their beneficiaries any claims it may have as a result of inaccurate data contained in such reports.

F. Insurance.

The Operating Authority will pay the full premium, without any deduction from the employee's wages, for One Thousand (\$1,000.00) Dollars Group Life Insurance policy now in effect, including the provision with respect to permanent total disability benefit.

#### G. MaBSTOA Probation

Employees will be subject to a six month probationary period. Probationary rules and regulations governing Transit Authority employees will apply with the exception of termination for medical reasons. There will be a three step review process; the first after 30 days, the second after 90 days, and the third after 150 days. If the probationer's performance is unsatisfactory, he/she must be counseled by his/her General Superintendent or his/her designee or the department head or designee where applicable in the presence of the probationer's Union Representative. A notation of the counseling session will be made on the review form. The probationary period may be extended by mutual consent. A probationary employee dismissed pursuant to this process or at any time during the probationary period for serious infractions may not appeal such action under the grievance and arbitration provisions of this Agreement.

# SECTION 6.2 - OA, TRANSPORTATION, MAINTENANCE AND PROPERTY PROTECTION, EXCLUDING CLERICAL AND TRAFFIC CHECKERS

#### A. Overtime

### 1) Overtime - Bus Operators.

a. Subject to the provisions of paragraph (b), time worked in excess of eight (8) hours in any daily tour of duty shall constitute overtime and be paid for at the rate of time and one-half. Travel time allowed under Section 6.3 (F) shall be treated as time worked, but swing or lunch periods, even though paid for as part of a run or trick, will not constitute time worked and shall not be considered in computing overtime.

b. Extra operators, and regular operators working as extras, when reporting for duty pursuant to orders, will be paid for all time during which they may be held at the depot prior to the time scheduled for the commencement of any run or trick to which they may be assigned. If sent from their home depot to a foreign depot to work a run emanating from that depot, employees will be paid for all time during which they are held at their home depot before they are sent to such foreign depot. The time during which they are held shall be considered as actual working time and included in the computation of overtime and spread time.

c. An employee who is required to work on his/her regular day off in any payroll week will be allowed time and one-half for his/her work on his/her regular day off and will be given at least eight (8) hours work. For an employee to be eligible for pay at time and one-half for working on his/her regular day off, the employee must work at least three days during the week in which he/she also worked on his/her regular days off. If the employee was absent on the day immediately prior to his/her regular days off, he/she must produce a doctor's certificate in order to be eligible for premium pay on his/her regular days off.

d. An operator who has a regularly scheduled run will, if required to make extra trips in addition to such scheduled run, be allowed time and one-half for the time necessary to make such extra trips. He/she shall not be required to make any extra trip, however, unless there is no relief operator available to relieve him/her.

e. Overtime Earnings Cap – Effective June 3, 1996, the maximum pay hours in any week is sixty-seven (67) hours with the exception that OA operators can pick up seventy-two(72) hours including picked Xs. Effective November 10, 1996, this provision will be implemented as a salary cap fixed at a maximum of \$72,250.00 per annum which includes all pay code events. All contractual wage increases will be added to the maximum cap allowance. Any OA operator who has a picked extra and reaches the cap amount will be permitted to work that picked extra but will not be permitted additional discretionary overtime.

Operators whose weekly pay hours are greater than fifty-five (55) hours but less than or equal to sixty-one (61) hours may work one RDO every other week. In addition there will be no double ups on consecutive days; the eight (8) hour rule applies to all overtime assigned and revenue extras; no operator may work both RDOs in a week more than twice a month. Management may waive the overtime cap in the event of a service emergency.

The overtime cap will be computed based upon a rolling fifty-two (52) week period which will be updated every four (4) weeks and will be applied in the same manner as the cap provisions outlined in Section 1.12 on the Agreement.

2) Overtime - All Other Employees.

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

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

c. Required overtime work will be spread fairly among the employees qualified for the work to be done. Overtime work assignments shall comply with Section 1.12 of this Agreement.

d. An employee who is required to work on a day which is scheduled for him/her as a day off, other than one of the holidays allowed with pay, shall be allowed time and one-half for all work on such day, but shall be paid for his/her work on such day a minimum of one and one-half times regular full day's pay.

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

In the case of an employee having two (2) consecutive days off within a period of fifty-six (56) hours or more between two scheduled tours of duty, the beginning of the first day off will be eight (8) hours after the time scheduled for the completion of his/her last previous tour of duty and the end of the second day off will be forty-eight (48) hours after the beginning of the first day off.

e. Maintenance Overtime Salary Cap – Effective June 2, 1998, the salary cap for all Maintenance employees, including maintainers helpers and cleaners, shall be a maximum of \$72,

250.00 per annum which includes all pay code events. All contractual wage increases will be added to the maximum cap allowance.

The overtime cap will be computed based on a rolling 52 week period which will be updated every four (4) weeks. The remaining provisions of Section 1.12 shall continue to apply.

The eight (8) hour rule shall remain in effect.

NYC Transit and the Union agree to meet as required to review any problems that may arise in covering work that may necessitate further changes and to ensure that overtime is equitably distributed.

B. Vacations

1) Each of the employees to whom this Section applies, who shall have been continuously in the employ of the Operating Authority, Fifth Avenue, Surface, their predecessors, or the Trustee or Trustees of Surface, for the periods indicated below shall, not more than once in each calendar year, receive a vacation with pay as follows:

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

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

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

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

2) For all employees, the amount of vacation allotment in weeks or days will be computed on the basis of the time and duration of employment prior to the beginning of the vacation year.

The vacation year shall be the calendar year.

3) Vacation pay for each employee shall be computed as follows:

For each week of vacation, each employee shall receive one fifty-second (1/52) of his/her total earnings for the year prior to his/her vacation. The total yearly earnings for each employee shall be based upon the sum of his/her gross earnings as shown on Social Security reports in the four (4) quarters which precede by thirty (30) days or more the first day of his/her vacation.

If an employee is legitimately ill and does not earn a minimum of forty (40) hours vacation pay for each week of vacation he/she is entitled to, the Operating Authority will grant such employee forty (40) hours pay for each of his/her vacation weeks. This provision shall not apply to employees on leave of absence or on the Inactive List. In every case a doctor's certificate setting forth the nature of the illness and duration thereof must be furnished by the employee. Workers' Compensation cases are included in this arrangement.

Employees shall be credited for vacation purposes at their regular rate of pay for each day spent on Union business on the Operating Authority's property. But no credit will be granted an employee for Union duties in any week in which such employee does not perform any work for the Operating Authority.

The Union will furnish to the Operating Authority a monthly statement setting forth the names of such employees and the dates they were so engaged on Union business on the Operating Authority's property.

4) The Operating Authority shall have the right to schedule vacations, so that it will have ample personnel in each of the departments to meet its requirements. Employees shall be given adequate notice of the vacation period. Subject to the foregoing, seniority shall be followed in picking vacation.

5) The annual vacation allowance will not be accruable and will not be carried over from one year to another except upon the approval of the Operating Authority. However, when an employee is hospitalized during vacation, the employee will be permitted to carry-over such vacation to the following vacation year, not to exceed the number of days of hospitalization during the scheduled vacation period.

6) Terminal vacation with pay shall be allowed an employee, whether permanent, temporary, or provisional, in addition to any vacation due him/her under paragraph (1) of this Section:

a. Where the employee's services are terminated or suspended through no fault of his/her own, or because of his/her induction into the Armed Forces of the United States; or,

b. Where the employee, who is resigning or retiring of his/her own volition and not because of, or in anticipation of disciplinary action against him/her, shall, prior to separation from service, make a request therefor; or,

c. Who dies.

However, no vacation/terminal vacation will be due an employee if the employee resigns or is terminated prior to the completion of his probationary period.

Terminal vacation shall be computed as follows:

i) To an employee who has completed his/her probationary period, and who at the beginning of the vacation year in which he/she leaves the employ of the Operating Authority, will not have completed three (3) years of service: One (1) day for each complete calendar month worked in that vacation year prior to the date of separation, but not exceeding two (2) weeks.

ii) To an employee who, at the beginning of the vacation year in which he/she leaves the employ of the Operating Authority, had completed three (3) years of service but had not completed fifteen (15) years of service: Two (2) days for each complete calendar month worked in that vacation year prior to the date of separation, but not exceeding four (4) weeks.

iii) To an employee who, at the beginning of the vacation year in which he/she leaves the employ of the Operating Authority, had completed fifteen (15) years of service or more: Two and one-half (2 1/2) days for each complete calendar month worked in that vacation year prior to the date of separation, but not exceeding five (5) weeks.

No additional vacation allowance or terminal vacation shall accrue to an employee for the period of such terminal vacation. No terminal vacation shall be granted for sick leave with pay or vacation used immediately prior to any terminal vacation granted under this subsection.

7) Terminal vacation shall be paid on the basis of eight (8) hours per day. No additional payment shall be made because of any run or tour in excess of eight (8) hours in a day by which an employee may have been paid prior to the period of terminal vacation. No holiday pay shall be granted for any of the stated holidays provided under Section 6.2 (C) which may fall within the period of such terminal vacation if he/she is separated from the service during such year. The allowance of such terminal vacation shall be conditioned, however, upon an agreement by the employee to whom it is granted that should he/she return to the service of the Operating Authority before the end of the following vacation year, the number of terminal vacation days so allowed to him/her, shall be deducted from any vacation he/she may be entitled to take in such following year after returning.

8) An employee who is away on leave of absence will not be granted any vacation allowance during the continuance of such leave. He/she must be in active service immediately preceding the period for which he/she is granted a vacation. In the event, however, that an employee is taken sick and on that account stops work before he/she has had his/her vacation for the vacation year in which the illness commences, he/she may elect, subject to approval by the head of his/her department, to take such current vacation as may be due him/her. When a leave of absence, due to illness, begins in one vacation year and extends into the next succeeding vacation year, an employee may, subject to approval by the head of his/her department, elect to take the vacation due him/her in the succeeding calendar year, provided he/she has not been absent more than one (1) year. However, such election under this subsection 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.

9) 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.

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

11) The obligations imposed on the Union and the employees in Article XI, paragraph 6, of the Agreement between the parties made as of December 1, 1962, shall remain in full force and effect during the period of this Agreement.

12) Employees who want either to take a week of their annual vacation in single days or to cash in a single week of their vacation allowance will be given the opportunity to do so provided that they commit to do so approximately six weeks before the general pick. Employees who choose to cash in a single week shall have the choice of receiving the payment concurrent with their first week of picked vacation, or at any subsequent time. Employees who choose to take a week in single days who are unable to take all five days as of the end of the vacation year will be paid in cash for all unused days. Cash sums paid to employees, who choose to cash in a single week of vacation or unused single vacation days, will not be considered pensionable income. Under either option, employees will not choose a week during the annual vacation pick in which to take unused single days. In order to provide adequate opportunities for employees who opt to take a week of vacation in single days to take such days off, a minimum daily quota for single day vacations, AVA days and personal days will be established in each depot equal to one percent of the total number of operators assigned to the depot. If the percentage figure results in a fraction of .50 or below, the daily minimum quota for the depot will be the preceding whole number. If the percentage figure results in a fraction of .50, the daily minimum quota for the depot will be the preceding whole number.

#### C. Holidays.

The following ten (10) days shall be considered paid holidays under the provisions hereinafter set forth:

New Year's Day	Labor Day
Lincoln's Birthday	Veterans' Day
Washington's Birthday	Thanksgiving
Memorial Day	Christmas
Independence Day	Employee's Birthday

However, new employees shall not be entitled to the Birthday holiday until after the completion of one (1) year of service.

The dates of observance for holidays in 2000, 2001 and 2002 are specified in Appendix F.

1) Each of the employees to whom this Section applies, who is not assigned to duty on a holiday listed above, shall be paid as follows:

a. In respect to each Bus Operator having a regular run, the weekday blueprint time scheduled for such run.

b. In respect to extra Operators, eight (8) hours.

c. In respect to all other employees, on the basis of his/her regular day's pay.

2) Employees assigned to work on any of such holidays will perform such assignments and will be paid as follows:

a. A Bus Operator having a regularly assigned run on a holiday, or assigned to a supplementary run on a holiday, shall be paid straight time for eight (8) hours and time and one-half (1 1/2) thereafter, provided, however, he/she shall not receive less than the amount called for by his/her regular weekday run and, in addition, shall receive a day's pay computed as set forth in 1)a. of this subsection, at the applicable time set forth therein.

b. All other employees assigned to work on a holiday will receive straight time for eight (8) hours and time and one-half  $(1 \ 1/2)$  thereafter and, in addition, shall receive a day's pay computed as set forth in 2)a. of this subsection.

c. Employees who actually work on a holiday shall receive a \$2 per hur differential for all hours actually worked on the following holidays:

July 4th, Thanksgiving, Christmas and New Year's Day.

3) Employees who are assigned to duty on any of the foregoing holidays and who do not report for duty will not be paid for such holiday.

4) None of the foregoing provisions in this subsection shall be applicable in respect to any of the stated holidays to any employee who may have been continuously absent from duty for thirty (30) days or more, except for absence during paid vacation immediately preceding such holiday. An employee who has performed no work for the Operating Authority during a period of thirty (30) days or more, except for absence during paid vacation immediately preceding a holiday, shall not receive any pay for the holiday or be allowed another day off in lieu thereof.

5) Employees who are on leave of absence or who are on the Inactive List will not be paid for holidays occurring during their period of absence.

6) An employee shall not receive wages for a paid holiday unless he/she reports for work on his/her last scheduled work day before the holiday and the first scheduled work day after the holiday, except when prevented by proven illness or death in the immediate family.

7) When a contract holiday falls within an employee's vacation period, or in the event an employee's birthday coincides with any other holiday herein, such employee shall receive holiday pay for that day, computed as provided for elsewhere in this subsection.

8) An employee who is required to work on a paid holiday at a time when he/she does not have three (3) unused AVA days (Additional Vacation Allowance) to his/her credit may elect to be paid for work on the holiday only what he/she would receive therefor if it were performed on one of his/her regular working days, and instead of receiving additional pay therefor, be credited with an AVA day entitling him/her to another day off with pay at eight (8) hours pay in lieu of the holiday. The provisions of this paragraph shall not be applicable to any employee who is required to work on Lincoln's Birthday.

To make such election, he/she must give notice thereof in writing to his/her superior in advance of the holiday.

He/she shall not be allowed to make such election more than three times in any one calendar year or at a time when he/she already has three AVA days to his/her credit.

The particular day on which he/she is to be released from work to make use of any AVA credit must be agreed upon in advance by his/her superior.

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

Despite the fact that the letters "AVA" stand for the words "Additional Vacation Allowance," the so-called AVA days shall in no event be added to vacations or used in a group as a vacation period.

9) The Operating Authority shall grant a personal leave day to all employees on condition that the Operating Authority may limit the number of employees who may be off from work on any one day. The Operating Authority may issue reasonable regulations regarding the use of such personal leave day. However, new employees shall not receive a personal leave day until the January lst, following the completion of one (l) year of service.

# D. Medical Examination

The Operating Authority shall have the right to require employees to submit to a medical examination at reasonable intervals. The Operating Authority shall also have the right to have an employee examined by its Medical Department when it deems such employee may be medically unfit to do the work required in his/her job classification. If, as a result of such examination, a dispute arises as to the disability of an employee, the employee shall have the right to have the findings of the Operating Authority-designated physician checked by a physician of his/her own choice. In the event of a continuing dispute, the matter shall be submitted to the Impartial Arbitrator.

### E. Medical Department

1) The Medical Department may send a doctor of its own choosing to the home of a sick employee when such employee has reported himself/herself sick.

2) In the event an employee is off sick for a period not exceeding thirty (30) days, the Operating Authority will accept a doctor's certificate for the purpose of allowing the employee to return to work, subject to the provisions of subsection (D).

There shall be no requirements for a doctor's certificate when an employee is off for two (2) days or less, except as required by Section U. below.

An employee who is off between three (3) and five (5) days, inclusive, may be required to produce a doctor's certificate if the Authority deems it necessary or if required by Section U. below.

In the event that an employee does not have a doctor's certificate, as required above, he/she must be examined by the Medical Department and receive from it a "Back-to-Work" slip in order to be able to return to work if out more than two (2) days.

3) In the event that an employee is off sick for more than (30) days, then, before returning to work he/she must report to the Medical Department for examination and receive a "Back-to-Work" slip.

4) In the event an employee is granted a leave of absence of not more than six (6) months for reasons other than illness, he/she shall not be required to report to the Medical Department for an examination before returning to work but shall be required to report to the Personnel Department.

5) In the event that an employee is denied the right to return to work, the Union may make such denial a grievance, which grievance will be covered by the contractual grievance procedure.

F. Safety Department

1) Each employee operating an Operating Authority vehicle which is involved in an accident must, on his/her own time, report personally to the Location Chief, Transportation or Maintenance, as the case may be, at the time specified by such Location Chief. When it is determined by the Location Chief or the Safety Department that such accident was of a preventable or questionable nature, then such employee will be required, on his/her own time, to report for a hearing at a date, time and place set by the Operating Authority before a Safety Committee composed of the Location Chief, a member of the Safety Department, and two (2) designees of the Union, which Committee will analyze the case and check the issue of preventability. If the accident is found to be of a non-preventable nature, the accident is found to be of a preventable accident. If the accident is found to be of a preventable accident.

nature, the Operator will be so advised and such accident will be entered upon the record as a preventable accident.

2) Any employee may, at the discretion of the Operating Authority, be required to attend the Safety School for retraining. Any employee who has had one or more preventable accidents in the six-month period prior to his/her attendance at Safety School shall be tested on the corrective testing devices. The employee shall be paid by the Operating Authority on the basis of his/her regular run.

3) Bus accidents will be rated as either "preventable' or "non-preventable" based on the specific facts of each case. The fact that an accident is rated preventable does not automatically trigger a disciplinary action. The rater of the accident can determine that a reinstruction or counseling may be a more effective tool to modify employee behavior based on the specific details of a given case rather then recommending disciplinary action.

G. Attendance at Court, Hearings, or at the Legal Department as a Witness

Employees required by direction of the Operating Authority to report to Court or to the Claim or Legal Department, or to attend as a witness at a trial, hearing or investigation, shall be paid his/her regular day's pay for the day so lost. An employee whose entire day or the major portion thereof is so spent, will receive \$3.00 for lunch money.

H. Dropping of Employee After Two Year's Absence Because of Injury/Illness

1) An employee absent because of a work related or non-work related injury or illness shall be dropped from the service of the Operating Authority after a period of two (2) years has elapsed since the last day worked.

2) MaBSTOA employees injured on duty and MaBSTOA employees on ordinary disability, shall have the same rights to return to their jobs following termination that the Transit Authority employees have.

3) An employee with restricted work status may be offered reassignment or reclassification. If he/she refuses the offer of reassignment or reclassification, the rules concerning refusal of work will be applicable.

If he/she accepts the offer but expresses a preference for another job, he/she shall be placed on a preferred list until such time as the job becomes available so long as the person is working in the first offered job. Reassignment or reclassification will be offered on a first come, first serve basis. Notwithstanding any other provision herein employees may be dropped from service after two years of absence as a result of injury. This provision shall not prevent MaBSTOA from taking disciplinary action against such an employee for refusal to perform assigned work which he/she is capable of doing within his/her title in which case the employee will be subject to appropriate disciplinary action including the possibility of dismissal.

4) MaBSTOA shall have the authority to file a pension application on behalf of an employee who has been injured by an assault or injured on duty, where MaBSTOA believes that such an application is appropriate.

I. Compensation Cases - Injury On Duty - Visits To The Doctor

1) An employee injured while on duty and who is unable to continue work for the remainder of the day in which such injury occurs shall receive full pay for the day of injury.

2) An employee shall not lose any pay for attending a hearing at the Workers' Compensation Board if such hearing is held during his/her tour of duty, and such hearing is held because of injury to himself/herself, but not as a witness, provided, however, that such employee obtains an Attendance Slip from the Chief of the Compensation Bureau, or his/her designee, which sets forth the time of arrival and time of departure from such hearing.

In the event an employee attends a Workers' Compensation Board hearing because of an injury to himself/herself, but not as a witness, outside of his/her tour of duty, he/she will be allowed pay at his/her regular rate of pay for three (3) hours.

3) An employee classified as a Compensation Case because of an injury on duty will be paid only for time lost in reporting to an Operating Authority's doctor at the Operating Authority's request. In such case, he/she must obtain a form from his/her supervisor showing the time he/she stopped work, have the Medical Department fill out and sign such report, showing time arrived and left the Medical Department, and return such form to his/her supervisor before resuming work.

4) An employee who is certified by the Medical Department as unable to work due to an I.O.D. and is absent for 14 days or less, may use available sick days to cover the first five working days of absence only, after return to work following requalification by the Medical Department.

5) The Accounting Department will pay compensation claims within five days after receipt of the completed forms from the Compensation Department.

J. Bulletin Board Notices

The Operating Authority shall permit the posting of official Union notices on its regular bulletin boards, and space thereon shall be allotted whenever required, but such official Union notices shall be limited to announcements and shall contain nothing political or controversial and in no circumstances shall reflect upon the Operating Authority or upon any of its employees.

# K. Snow Work

All employees who are required to work on snow work instead of their regularly assigned duties will receive pay at the rate of time and one-half for such work.

Such premium payments for snow duty shall be limited to situations where the employee actually performs such duty outside where there is snow on the ground and where such work would not be required but for the snow or icing conditions, except that under no circumstances shall snow pay premium payments be made for work if such payments would not have been made prior to March 31, 1985.

### L. Promotions

1) Promotions to positions within the bargaining unit covered by this section shall be based on qualifications and seniority.

2) The Operating Authority shall have the right to specify qualifications for jobs in all classifications and shall have the right to prescribe the necessary tests to determine whether an employee has such qualifications. An employee, to be eligible for promotion to, or employment in such jobs, shall be required to satisfy the Operating Authority that he/she reasonably meets such qualifications. This is applicable to employees in all departments.

3) The qualifications of any employee for any job shall be determined by the head of that department, but in the event of a dispute between the Union and the Operating Authority with respect to qualifications of any employee for any job, which dispute cannot be satisfactorily disposed of between the parties hereto under the grievance procedure, then it shall be submitted to the Impartial Arbitrator under the grievance procedure.

# M. General Items

1) Gambling on Operating Authority Premises:

Gambling on Operating Authority premises is strictly forbidden. Any employee involved in gambling shall be subject to disciplinary action.

2) Theft of Property.

Theft of property of the Operating Authority or of an employee will be cause for immediate discharge. Removal of Operating Authority property, including records or confidential information from Operating Authority premises without authorization, or the wilful misuse or destruction of such property, records or confidential information, shall be cause for immediate discharge.

3) Enumeration of the above specific causes for discipline shall not preclude the Operating Authority from the right to take disciplinary action in any other cases for cause, as provided in Section 6.1 (C).

4) An employee in the Operating Authority who has been continually absent without leave for a period of 20 days shall after written notice, be considered to have resigned.

### N. Distribution of Pay Checks

Pay checks will be distributed on Thursday except that, when a holiday occurs on Thursday, checks will be distributed as early as possible on Wednesday.

### O. Motor Vehicle Bureau

The Operating Authority will use its best efforts to procure the prompt reinstatement of the driver's license of any driver whose license has been or shall be suspended or revoked by reason of an accident occurring while such driver is engaged in the performance of his/her duties, provided that such driver is not at fault.

### P. Jury Duty

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

Pay for such leave of absence for an hourly paid employee shall be the same as if he/she had worked in accordance with his/her regular work schedule for each day included in such leave of absence. The term "regular work schedule" shall not be deemed to include any overtime work which may have been planned ahead except where it is part of a scheduled run for a Bus Operator. If a Bus Operator who has a regular run is permitted by pick or otherwise, to take on any extra work in addition to his/her regular run, such extra work, even if arranged for in advance, shall not, for the purpose of this subsection, be considered as part of his/her regular work schedule. Where a Bus Operator has elected to serve as an extra, his/her schedule shall be deemed to call for eight (8) hours work per day, except where a run in excess of eight (8) hours has been assigned to him/her in advance for a particular day, in which event such run shall be deemed to be his/her regular work schedule for that particular day.

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

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

### Q. Death in Family

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

### R. Accident Reports

Bus Operators who are required to remain on the premises of the Operating Authority to prepare reports of unusual occurrences or accidents shall be allowed one (1) hour's pay at their regular rate. However, the boost time at the end of the run will be subtracted from the one (1) hour.

### S. Uniforms

Where the Operating Authority requires an employee to be in uniform, the Operating Authority will supply such uniform.

The Authority and Union agree to establish a joint labor/management committee to design a female bus operator uniform that can be provided at no significant additional cost to the Authority.

### T. Physical Disability

For injuries or illness occurring on or after January 1, 1968 the following provisions shall be effective:

1) a. An employee who is adjudged by the Operating Authority's Medical Department to be disabled from performing the full duties of his/her position but able to perform the work of another position, or light duty in his/her own position, will generally, but subject to the exercise of discretion by the Operating Authority, be assigned to such other work, if available, during the period of such disability.

i. If the employee is performing light duty in his/her own position, he/she shall continue to receive the same rate of pay as though he/she were performing full duty in his/her own position.

ii. If an employee, who has completed ten (10) or more years of service is performing the work of another title, he/she shall continue to be paid the maximum rate of pay for the title he/she was assigned to at the time of injury. The employee shall receive any subsequent salary raises that he/she would have received had he/she remained in the regular service of the title to which he/she was assigned to at the time of injury.

iii. If the employee who, as a result of an injury sustained in the course of his/her employment, has completed less than ten (10) years of service at the time of his physical disqualification, is performing the work of another title, he/she shall receive the same rate of pay which he/she was receiving at the time of disablement or the minimum rate of pay for such other title, whichever is greater. Should the employee continue to perform the work of such other title, he/she shall receive not less than the rate of pay appropriate to the length of time he/she shall have performed work of such other title, subsequent to his/her disqualification from the work of his/her own title.

iv. If an employee who, as a result of a physical condition resulting from a cause other than an injury sustained in the course of his/her employment, has completed less than ten (10) years of service at the time of his/her physical disqualification, is performing the work of another title, he/she shall receive the highest standard rate established for that title which is not above the minimum rate of pay for his/her original title. Should the employee continue to perform the work of such other title, he/she shall receive not less than the rate of pay appropriate to the length of time he/she shall have performed work of such other title, subsequent to his/her disqualification from the work of his/her own title.

b. The determination that any employee is disabled from performing the full duties of his/her position shall be within the exclusive determination of the Operating Authority, on the advice of its Medical Department, whose findings shall be final and binding and not subject to review or arbitration, except as explicitly provided for in Section 6.1 of this Agreement. 2) The Operating Authority's Medical Department in reporting an employee to be physically disqualified for the performance of the full duties of his/her title, shall specify whether the physical disqualification is temporary or permanent, and shall periodically re-examine each employee who shall have been adjudged to thus temporarily or permanently disqualified, and when it is found (1) that such an employee is able to return to the full duties of his/her title, or (2) that a determination of temporary disqualification, should be changed to one of permanent disqualification, shall make the immediate report thereof to the Operating Authority, provided, however, that when an employee has remained physically disqualified for the performance of the full duties of his/her title for a period of a full year, he/she shall be deemed to be permanently disqualified therefor until the Operating Authority's Medical Department shall adjudge him/her qualified.

3) If and when the Operating Authority's Medical Department shall certify that a permanent employee, previously disqualified by physical disability from performing the duties of his/her position, is able to return to those duties, he/she will be reassigned thereto with the same preference status which he/she held at the time of his/her disqualification.

4) Any employee who has been disqualified by a physician of the Authority's Medical Department and who is dissatisfied with the finding of the examining physician, shall have the right to have his/her case reviewed, and to be personally examined, by the Authority's Medical Director in the presence of the employee's own physician. The decision of such Medical Director shall in all cases be final.

# U. Sick Leave

pay.

1) Subject to the limitations hereinafter set forth, or otherwise contained in this Agreement, each employee first employed prior to July 1, 1994, shall accrue the right to five (5) days sick pay during each contract year. Those employed between June 30, 1994 and August 1, 1995 shall accrue such right during the second contract year. Those employed between July 31, 1995 and August 31, 1996 shall accrue such right during the third year of the contract. All sick leave accrued but unused during the previous contract shall be carried over into the new contract. Available sick leave days unused during the first year of the contract shall accrue and be available during the second, third year.

2) To qualify for sick pay, the employee must be unable to work because of illness. The definition of illness shall be uniform with the definition of illness in the Transit Authority.

3) A day's sick pay shall consist of eight (8) hours at the employee's regular rate of

4) Sick pay will be payable beginning the first day of illness. Doctor's lines will not be required for absences of two (2) days or less. Abuse of sick leave will not be tolerated. A pattern of sick leave where a person on two occasions during any 12 month period takes off sick immediately before or after an RDO will be considered abuse. In addition, it is agreed that if, during the term of this Agreement, the MaBSTOA wide per employee average of sick day absence exceeds five (5) days absent per year, the sick leave provisions will revert to those in the 1978 Agreement and will be renegotiated.

5) In order to prevent duplication of benefits, the Operating Authority shall take a credit for any payment which may be made to the employee under the State Disability Benefits Law as a disability payment which covers the same day or days for which he/she is being paid sick leave.

6) To be paid sick leave days in any particular week, the employee will be required to waive his/her right to that portion of the \$55 Health and Welfare benefit that might otherwise be payable for that week for any such days. This provision shall continue to be effective only as long as the trust continues to provide such \$55 benefit.

7) For the purpose of the rules contained in this subsection, an employee shall not be deemed to have been in the service of the Operating Authority during a period of leave of absence without pay except where such leave of absence shall have been for ordered military duty.

8) Sick leave shall not run concurrently with vacation and will not be granted in respect to any of the ten (10) holidays or in respect to any day which is the employee's regular day off.

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

10) 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 Operating 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 Operating Authority through the applicant's appropriate superior. 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 Operating Authority, and upon a form to be furnished by the Operating Authority, setting forth the nature of the employee's illness and certifying that by reason of such illness the employee was unable to perform his/her duties for the period of the absence. This rule will not in any way relieve the employee from complying with paragraphs (4), (12) and (13) of this subsection.

11) To be entitled to sick leave for any day on which he/she is absent from work because of illness, an employee, except where it is impossible to do so, must at least one (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 a scheduled tour of duty, and he/she shall not be entitled to pay for any subsequent tour of duty from which he/she absents himself/herself unless at some time, not less than one hour prior to the commencement of such tour of duty, he/she shall not be excused unless the Operating Authority is convinced that special circumstances made it impossible and is also convinced that notice was given as soon as the special circumstances permitted.

12) If a representative of the Operating 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.

13) When an employee is out sick and is visited by a doctor of the Operating Authority who finds the employee able to work, there will be no deduction made for that day in the current pay period but the Operating Authority may deny payment after review and deduct pay for such day in a subsequent pay period.

14) An employee who is found to be in violation of the rules contained in this subsection 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, persistent infractions, or a fraudulent claim for sick leave, may result in dismissal from the service.

15) 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 subsection.

16) 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 Operating Authority.

17) No sick leave with pay will be granted for less than one-quarter of a day at a time. In the event that a paid absence of less than one full day is to be charged against unused sick leave allowances, the following table of computation shall be used:

One-fourth (1/4) of a day if he/she was on duty more than 5 hours on the day during which his/her services were interrupted by illness;

One-half (1/2) of a day if he/she was on duty more than 3 hours but not more than 5 hours on such day;

Three-fourths (3/4) of a day if he/she was on duty as much as 1 hour, but not more than 3 hours on such day;

One (1) full day if he/she was on duty less than 1 hour on such day.

If his/her work schedule on such day includes a paid meal period and he/she works all of that part of his/her tour of duty which precedes his/her scheduled meal period, or all of that part of his/her tour of duty which follows his/her scheduled meal period, the meal period will be treated as time on duty in determining the charge to be made against his/her sick leave allowance.

### V. Injury on Duty.

The following provisions shall apply with respect to accidental injuries sustained in the course of an employee's employment on or after July 1, 1968.

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 Operating Authority may determine, a differential payment which shall be sufficient to comprise, together with any Workers' Compensation payable to him/her under the provisions of the Workers' Compensation law an amount after taxes equal to his/her after tax wages for a forty (40) hour work week.

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

In order to qualify for such payment, the employee must be absent from employment because of such accidental injuries sustained in the course of his/her employment eight (8) consecutive days and the payment provided for herein will commence only on and after the eighth day of such absence.

In no case will an employee be granted the allowance above mentioned or be paid more than he/she is entitled to receive under the 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 Operating Authority's Medical Director or his/her authorized assistant. Should he/she at any time after the Operating Authority's determination to grant any allowance under the provisions of this subsection, refuse to submit to examination by said Medical Director or his/her assistant, or if, upon examination he/she is adjudged by such Medical Director or his/her assistant to be able to perform either his/her own work or lighter work which is offered to him/her and he/she should fail or refuse to perform the same, such refusal shall automatically effect a revocation of any and all allowances theretofore granted to him/her under this subsection, 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.

If, as a result of an injury sustained in the course of his/her employment, an employee is adjudged by the Operating Authority's Medical Staff to be disqualified for the work of his/her own position but qualified for lighter work in another position, and if he/she is assigned to and performs such lighter work, he/she will be paid in accordance with the applicable provisions of the subsection (T) above. The amount of any Workers' Compensation payable for the period or any part of the period during which he/she so works will be deducted from his/her pay for the work.

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

No differential pay shall be granted:

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

2) If the 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 subsection to an employee who has been absent from work on account of injury in the course of his/her employment, the Chief of the Compensation Bureau of the Operating Authority shall certify on all applications submitted by employees that the following conditions have been met:

1) That the employee was actually performing work for the Operating 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 Operating Authority's designated physician after the accident.

6) That the employee did return for re-examination on every occasion when directed by the Authority.

7) That the employee did report for any work within title which he/she was deemed medically qualified to perform.

In certifying the conditions as aforesaid have been met, the Chief of the Compensation Bureau of the Operating Authority, in addition to using the information available to him/her from the files of his/her bureau, may call upon the Safety Department, the Medical Department, and any other Bureau or Department of the Operating Authority to furnish in writing to the said Chief of the Operating Authority's Compensation Bureau, such facts and information as he/she may deem necessary.

W. \$50,000 Death Payment

The Operating Authority will provide a \$50,000 payment to cover the death of an employee occurring as the result of an assault or robbery in the line of duty.

X. Instructions

Any employee ordered to attend schooling or instructions outside of, and in addition to, his/her regularly scheduled working hours on any day shall be allowed for such attendance time and one-half (1 1/2) at his/her regular rate of pay, except that when an employee because of errors or dereliction in the performance of his/her duties, is required by the Operating Authority in disciplinary proceedings to report for schooling or instructions, he/she shall receive no allowance of pay therefor.

### Y. Employee Recognition Program

All Union members of the Employee Recognition Program will be compensated at their regular rate plus 25 percent only for work performed on the Employee Recognition Program. This additional payment is provided to fully compensate team members for all other additional expenses incurred as a result of the nature of the Program's activities.

# Z. Run and Work Scheduling Procedure

1) When a new run or work schedule is prepared, a copy thereof shall be given to the Union as soon as possible, and in no event less than fifteen (15) days prior to the date set forth on the schedule as the date on which it will be posted for pick. The date of the posting for pick shall be determined by the General Superintendent. The General Superintendent shall also determine and set forth on the schedule the date upon which the new schedule shall become effective, which date shall take into account the time reasonably required to complete the picking. Picking shall commence not later than five (5) days after the schedule is posted. Employees who for any reason fail to exercise their picking rights shall be assigned.

2) The Union shall have the right at any time after it has received the schedule to discuss it with the General Superintendent. Any complaint made by the Union shall be decided by the General Superintendent within twenty-four (24) hours after the close of the discussion. If, after such discussion, any change in the schedule agreed to by the Union is directed by the General Superintendent which cannot be made prior to the posting date, the schedule shall not be posted for pick until such change has been made.

3) The Union may file with the General Superintendent at any time, a written complaint that the schedule imperils the health or safety of employees. Any such complaint shall set forth specifically how, and in what manner, the schedule imperils the health and safety of employees.

a. Where such complaint is filed after the schedule has been posted for pick, such complaint shall constitute a normal grievance to be heard in the first instance, however, by the Operating Authority's Director of Labor Relations or his/her designee. Such complaint shall thereafter be governed by the normal provisions of the grievance procedure.

b. Where such complaint is filed before the posting of the schedule for pick, a hearing thereon shall be held by the Operating Authority's Director of Labor Relations or his/her designee, not more than two (2) working days after the filing of the complaint and the decision thereon shall be made within twenty-four (24) hours after the hearing.

4) Where said Union files its complaint with the General Superintendent before the date fixed for the posting of the schedule, an appeal may be taken to the Impartial Arbitrator immediately after the decision by the Operating Authority's Director of Labor Relations or his/her designee, which appeal shall be accompanied by a statement setting forth the basis of the contention that the schedule imperils the health or safety of employees, and accompanied also by a copy of the decision by the Operating Authority's Director of Labor Relations or his/her designee. The Impartial Arbitrator shall hold a hearing on notice, by telephone or otherwise, as promptly as possible after the filing of the appeal. At the request of the Impartial Arbitrator, such witnesses, records and other documentary evidence as may be required shall be produced. The Impartial Arbitrator shall mail a copy of his/her opinion to the Operating Authority and to the Union, within two (2) working days after the close of the hearing before him/her. If, in considering such complaint, the Impartial Arbitrator finds that a run or work schedule imperils the health or safety of employees-which is the sole extent of his/her jurisdiction-he/she shall set forth specifically the precise elements in the schedule on which he/she bases such opinion. The opinion of the Impartial Arbitrator with respect to whether a run or work schedule imperils the health or safety of employees, shall be final and binding upon both parties.

5) Except to the extent specifically provided in Paragraphs (2) and (4) above, neither the filing of a complaint nor the pendency of a grievance at any level, shall prevent or delay putting the schedule into effect on the day fixed therefor, subject to any change which may at any time be directed by the Operating Authority upon the determination of the grievance.

6) The Operations Planning Department will host a quarterly meeting for Surface Transportation to review work in progress within the Operations Planning Department. Notification of the meetings will be sent to the President of the TWU who will notify the Assistant Vice President, Operations Planning as to who will attend the meetings.

### A.A. Payroll Deductions

MaBSTOA will, at least two (2) weeks in advance, notify all employees of impending payroll deductions of which they have not been previously notified or which they have not requested except as required by law.

A.B. Labor-Management Committee for MaBSTOA Transit Property Protection

A Committee consisting of an equal number of Management and Union representatives shall be established to discuss:

a) Uniforms, rain gear, winter jackets, and boots.

b) Shelters for inclement weather at all locations that do not have shelter presently.

# SECTION 6.3 - OA, TRANSPORTATION, EXCLUDING CLERICAL

A. Definitions

1) A "regular operator" is an operator who has picked a "regular run" or a "regular trick" to which he/she is regularly assigned, irrespective of the number of days in the week for which such run or trick is scheduled.

2) An "extra operator" is an operator who, because of his/her preference status, has been unable to pick and is not regularly assigned to any regular run or regular trick of his/her own and is assigned only to such work as may be available.

3) A "regular operator working as an extra" is a regular operator who, on a day when he/she is not assigned in advance to a regular run or regular trick, reports, pursuant to orders, for such work as may be available for him/her on that day.

4) A "regular run" is a scheduled run which requires more than six (6) hours work.

5) A "regular trick" is a scheduled trick or yard trick which requires more than six (6) hours work.

6) An "extra run" is a run which is unscheduled, or a run which, whether scheduled or not, requires no more than six (6) hours work.

7) An "extra trick" is a drill trick or yard trick, which is unscheduled, or a drill trick or yard trick which, whether scheduled or not, requires no more than six (6) hours work.

8) A "straight run" or a "straight trick" shall be defined as set forth in Sub-section E.

below.

9) A "swing run" or a "swing trick" shall be defined as set forth in Sub-section E.

below.

10) If a regular swing run is not completed within a spread of eleven (11) hours, time and one-half will be allowed for all time in excess of said eleven (11) hours which may be needed to permit the completion of the run.

# B. Hours of Work

1) The basic work day for operators shall be eight (8) hours, and all operators who are ordered to and do report for duty on any day as ordered, shall be entitled to at least eight (8) hours pay for the day, provided, in the case of regular operators, they report on time and work the full runs or tricks assigned to them, and provided, in the case of extra operators, or regular operators working as extras, they report on time and hold themselves available for and perform all such work as may be assigned to them. All operators will be required to report for duty at least five (5) days in each payroll week.

2) At least two (2) days rest, without pay, in a calendar or payroll week shall be allowed to each operator, except when service requirements, shortage of operators, or other emergencies prevent it.

3) Any regular operator who reports for his/her regularly assigned run or trick and who, through no fault of his/her own, is not used, shall receive his/her regular day's pay, provided he/she holds himself/herself available for and performs any other work which he/she may be ordered to perform.

4) When a regular operator has picked a regular run and after reporting therefor, through no fault of his/her own, is assigned to another run instead, he/she shall be paid at least the time his/her original run called for by schedule. If the time worked on such other run is more than the time scheduled for his/her regular assigned run, or if, on such other run, he/she clears after his/her regular clearing time, he/she shall, in either case, be allowed time and one-half for the excess time.

5) An Operator reporting late because of an unusual interruption of service on the New York City Transit System shall suffer no loss of pay for time lost on that account, provided such interruption of service, as the cause of his/her lateness, is established to the satisfaction of his/her superior.

# C. Reporting/Pre-trip Inspections/Clearing Allowance

1) The working time of all regular runs and regular tricks shall be fixed by schedule. These schedules for a regular run, (but not a regular trick) shall allow as part of such regular run, a "reporting/pre-trip inspections/clearing allowance of fifteen (15) minutes, with ten (10) minutes allocated for reporting and pre-trip inspections and five (5) minutes for clearing, which shall be included as working time of such regular run. The allowance despite its placement on the schedule, includes payments for all pre-trip inspections required by applicable law and regulations and/or Authority rules for both straight and swing runs.

2) When an operator fails to finish his/her run and another operator is assigned to relieve him/her, each operator shall receive the reporting-clearing allowance provided in (1). The operator starting the run and not finishing it shall be paid only for the actual time worked, the reporting-clearing allowance to be treated as time worked.

3) An operator working a second complete run in addition to his/her regular assigned run in a single day, shall be paid straight time at his/her regular rate of pay for the boost time existing in such second run, in addition to being paid time and one-half at his/her regular rate of pay for all work in such second run.

### D. Runs

Up to thirty percent (30%) of runs may be swing runs and the remainder of scheduled runs shall be straight runs in the boroughs of Manhattan, Brooklyn and the Bronx.

E. Straight and Swing Runs: Definitions and Payments

1) A "straight run" or a "straight trick" is a run or trick which has no break of as much as sixty (60) minutes. Breaks of fifty-nine (59) minutes or less shall be paid at the straight time rate of pay from the time the break was scheduled to commence until the break was scheduled to end.

2) A "swing run" or a "swing trick" is a run or trick which has a break or swing period of sixty (60) minutes or more. The first half of breaks of sixty (60) minutes or more will be paid at the straight time rate of pay; the second half will be unpaid. Even if an operator is unable to actually commence his/her break as scheduled, for purposes of calculating swing payments, the paid half of the break shall be the first half of the scheduled break period. Provided that all operators with scheduled swing run breaks of greater than fifty-nine (59) minutes and less than two (2) hours will be paid at a flat rate of sixty (60) minutes from the break.

3) Lateness: When an operator is late through no fault of his/her own and is unable to commence his/her break or complete his/her run as scheduled on either type of run, the operator will receive:

a. no additional straight time for the additional vehicle time incurred unless the lateness extends into a period for which no pay is provided on the schedule, in which case the operator will be paid additional straight time for each minute of additional vehicle time;

b. no overtime premium for the additional vehicle time incurred except to the extent to which the additional vehicle time and scheduled work time exceed eight (8) hours in which case the operator will receive a half-time premium for each additional minute of actual work time over eight (8) hours.

In accordance with the above, payments under this Agreement shall be consistent with the following examples:

a. Schedule

Report	Off	On	Clear
8:00	12:00	12:50	4:50

#### **Actual**

8:00 12:10 12:50 4:50

As shown, an operator with a scheduled fifty (50) minute break returns from the first run ten (10) minutes late. Assuming the lateness is through no fault of the operator, payment shall include an additional five (5) minutes which represents an additional one-half pay for the additional vehicle time in excess of eight (8) hours, which payment satisfies the overtime provision. In this example, the total compensation shall be eight (8) hours and fifty-five (55) minutes.

b. Schedule

Report 8:00	Off 12:00	On 12:50	Clear 4:50
Actual			
8:00	12:25	12:50	4:50

Applying the same principle as in example (a) above, the only additional payment to the operator who commences his/her break twenty-five (25) minutes later than scheduled through no fault of his/her own is an additional one-half payment for the additional twenty-five (25) minutes in excess of eight (8) hours, which would require payment of thirteen (13) minutes. Accordingly, total compensation for the operator in this example is nine (9) hours and three (3) minutes.

#### c. Schedule

Report 8:00	Off 12:00	On 12:50	Clear 4:50
Actual			
8:00	12:35	12:50	4:50

Assuming the lateness occurs through no fault of the operator, the only additional payment to the operator in this example is the additional one-half time in excess of eight (8) hours which is eighteen (18) minutes, and thirty (30) minutes meal penalty payment since the actual break was less than twenty (20) minutes. Accordingly, the operator in this example should be paid nine (9) hours and thirty-eight (38) minutes.

d. Schedule

Report	Off	On	Clear
6:00	10:00	2:00	6:00
<u>Actual</u>			
6:00	11:00	2:00	6:00

As shown, an operator with a scheduled swing period of four (4) hours returns from the first run one (1) hour late. Assuming the lateness is through no fault of the operator, the operator is entitled to ten and one-half (10 1/2) hours pay for the tour, consisting of eight (8) hours pay for the scheduled vehicle time, two (2) hours pay for the first half of the scheduled swing, and an additional half pay (30 minutes) for one (1) hour of additional vehicle time in excess of eight (8) hours.

F. Travel Time

1) Traveling Allowance When Sent to Foreign Depot.

If an operator is ordered in case of emergency to go from his/her home depot to a foreign depot to work a run emanating from such foreign depot, he/she will be allowed and paid for the time required to travel from his/her home depot to the foreign depot and return. Such traveling allowance will be made, however, only when the operator actually travels back and forth between the two (2) depots. An operator who is notified in advance to report from his/her residence to the foreign depot, instead of reporting to his/her home depot will be allowed traveling time only to the extent that the time required for him/her to travel from his/her residence to the foreign depot. Likewise, an operator who clears at the foreign depot and does not return to his/her home depot will be allowed traveling time only to the extent that the time required to travel from the foreign depot to his/her residence may exceed the time required to travel from his/her home depot to his/her residence may exceed the time required to travel from his/her home depot to his/her residence may exceed the time required to travel from his/her home depot to his/her residence may exceed the time required to travel from his/her home depot to his/her residence may exceed the time required to travel from his/her home depot to his/her residence.

The foreign depot shall be responsible for the correct computation of traveling allowances, basing the same on scheduled running time. Unless the operator is delayed through no fault of his/her own, his/her traveling allowance must not be in excess of scheduled running time.

Time allowed for traveling under the provisions of this subsection shall, for the purpose of computing overtime, be treated as actual time worked.

If an operator, sent to a foreign depot, is there assigned to a regular run, and if, after he/she leaves the depot on such run, the run is later patched off because of weather or other conditions, he/she shall be paid a minimum equal to his/her regular rate of pay for the traveling time allowed to him/her under this subsection plus the full time allowed for the run on the schedule. To be entitled to this minimum, however, the operator must remain at the depot and be available for service at all times within the period of time scheduled for the run; otherwise he/she will be paid only for the actual time on duty. 2) Relief Points Away From Depot.

When an operator is required to travel from his/her home depot to a distant point in order to start the first trip of his/her run, or is required, after completing the last trip of his/her run at a point distant from his/her home depot, to return to such depot in order to clear, he/she will be allowed traveling time based on the scheduled running time between the respective points, and, if the run is a regular run, such traveling time shall be included in the time scheduled for the run. When, however, an operator is relieved for a swing at a point distant from his/her depot and, after the swing, continues his/her run from the same point at which he/she was relieved, he/she will be allowed no time for traveling to or from the depot in the interval.

# G. Lunch Period

1) Operators on straight runs or tricks requiring six (6) or more hours of work will be allowed a thirty (30) minute lunch period without deduction of pay as nearly as practicable between the third and sixth hours of work, and the schedule for each such straight run or trick shall include such lunch period as part of the working time of the run or trick. If for any reason an operator on a straight run or trick is prevented through no fault of his/her own from having at least twenty (20) minutes for lunch within the period specified therefor in his/her schedule, he/she will be allowed one-half (1/2) hour extra pay at his/her regular hourly rate and will be granted a minimum of twenty (20) minutes as soon as practical in order to have an eating period, provided the loss of lunch time is proved to the satisfaction of the supervisory employee in charge of the depot.

2) On swing runs or tricks no lunch period with pay will be allowed unless the operator is assigned to work more than six (6) consecutive hours before or after the swing.

# H. Reserve Time

An Operator on report who may be reassigned to one (1) or more pieces of work of less than eight (8) hours, that is a part of a regular run or trick or an extra as part of his/her regular day's work, will be required to build up eight (8) hours of actual work (exclusive of any meal period), before being allowed time and one-half for time worked in excess of eight (8) hours.

# I. Specials

For "specials", any operator, whether he/she has a regularly assigned run or not, will be paid, including any overtime and all other allowances, a minimum of four (4) hours pay at his/her regular rate.

### J. Motor Vehicle Test

All employees who are required to take a Motor Vehicle Test shall be paid at straight time for the loss of time involved.

### K. Report to Medical Department

Any Operator having more than seven (7) absences in a calendar year may be required by the Authority for each absence thereafter to report on his/her own time to the Authority's Medical Department before being allowed to return to work.

# L. Bus Operators Injured by Assault

1. A MaBSTOA bus operator who is absent as a result of injuries sustained by an assault perpetrated upon him/her while engaged in the performance of his/her duties or in an attempt to rob him/her of Authority monies, will be allowed a differential payment which shall be sufficient to comprise, together with any Workers' Compensation payable to him/her under the provision of the Workers' Compensation Law the amount, after taxes, equal to his/her after tax wages for his/her scheduled working time exclusive of extra runs or specials.

2. No bus operator will be eligible for the benefits set forth in paragraph "1" if he/she violates the provisions set forth below:

a. If the employee failed to report for any work within title when directed that they are medically qualified to perform.

b. 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.

3. In the event an Operator is declared permanently disqualified as an Operator, he/she will receive his/her Operator's rate and be paid for the hours of the job he/she is filling.

4. Except as provided in paragraphs 5 and 6 below, a MaBSTOA bus operator who is absent as a result of injuries sustained by an assault perpetuated upon him/her while engaged in the performance of his/her duties or in any attempt to rob him/her of Authority monies, shall be dropped from the service of MaBSTOA after a period of 4 years has elapsed from the day of the assault.

5. An employee with restricted work status will be offered reassignment or reclassification. If he/she refuses the offer of reassignment or reclassification, the rules concerning refusal of work will be applicable.

If he/she accepts the offer but expresses a preference for another job, he/she shall placed on a preferred list until such time as the job becomes available so long as the person is working in the first offered job. Reassignment or reclassification will be offered on a first come, first serve, basis. This provision shall not prevent MaBSTOA from taking disciplinary action against such an employee for refusal to perform assigned work which he is capable of doing within his title in which case the employee will be subject to appropriate disciplinary action including the possibility of dismissal.

6. MaBSTOA employees injured on duty and MaBSTOA employees on ordinary disability, shall have the same rights to return to their jobs following termination that the Transit Authority employees have.

7. MaBSTOA shall have the authority to file a pension application on behalf of an employee who has been injured by an assault or injured on duty, where MaBSTOA believes that such an application is appropriate.

M. Extra Operators

Extra Operators who receive less than forty (40) pay hours including all fringes, in one (1) week will be brought up to forty (40) hours in such week, provided they make all reports on their scheduled work days in such week.

# N. Employees Temporarily Working in Higher Classifications

Any employee temporarily doing the work of another employee whose rate of pay is higher, shall be paid the higher rate for each hour that such employee does such work. In case the time of such work is in any fraction of an hour, the higher rate will be for a full hour. After any such temporary period, the lower rate of pay shall be resumed.

- O. General Transportation Items:
  - 1) Passing Passengers Running Ahead of Schedule.

Operators who run ahead of schedule under normal conditions or pass up intending passengers shall be subject to disciplinary action.

2) Failure to Complete a Trip.

Any Bus Operator who fails to complete his/her trip to a terminal without reasonable cause or authorization by a supervisor, shall be subject to disciplinary action.

3) Failure to Complete a Run.

Any Bus Operator who fails to complete his/her run without reasonable cause or consent of a supervisor shall be subject to disciplinary action.

4) Filling Gap in Service.

When directed by a supervisor to fill a gap in service arising out of an emergency and occurring during scheduled work hours, an Operator shall comply therewith or be subject to suspension.

5) Preparation of Trip Sheets.

Operators who fail to adhere to the instructions with respect to preparation of trip sheets, without valid excuse, will be subject to suspension.

6) Turning in Receipts.

Operators who fail to turn in the day's receipts promptly after completion of a day's work, will be subject to dismissal.

7) Failure to Take Out Scheduled Runs.

Operators who, without proper cause, fail to take out their scheduled runs or any other runs which they have agreed to work, shall be subject to suspension.

Enumeration of the above specific causes for discipline shall not preclude the Operating Authority from the right to take disciplinary action in other cases for cause, as provided in the discipline section of the contract.

### P. Stand Time

Stand time of three (3) minutes or more shall be provided for all runs at terminals to arrange for service to be sent out of terminals on time and to afford operators an opportunity for personal relief if necessary. Bus Operators shall follow their scheduled leaving time from terminals unless authorized by supervisors to the contrary or due to conditions beyond their control.

Q. Emergency Work - Snow Work

1) If an employee is required to report back for emergency work after being released upon the completion of his/her regular tour of duty and before the commencement of his/her next regular tour of duty, he/she will be paid as follows:

a. If he/she shall have been ordered to and does report to his/her headquarters by telephone, he/she will be allowed one and one-half hours time at his/her regular rate of pay for each required report, if he/she is not, as a result of such telephone report, ordered to report in person. b. If he/she shall have been ordered to and does report in person to the place where he/she is directed to report, he/she will be allowed three (3) hours time at his/her regular rate of pay for so reporting, but shall not be entitled to the allowance set forth in paragraph a. above.

c. For all emergency work performed outside of his/her regular working time, he/she will be allowed time and one-half at his/her regular rate of pay, in addition to the allowance under subdivision b. above and, in addition, to any allowance to which he/she may be entitled under subdivision a. above.

d. If he/she is put to work more than four (4) hours prior to the commencement of his/her next regular tour of duty or if, after being put to work, he/she is not held through until the commencement of his/her next regular tour of duty, his/her total pay for the emergency work performed outside of his/her regular working time, including overtime and allowances under subdivisions a. and b. above, shall be at least eight (8) hours pay at his/her regular hourly rate. If, after reporting in person pursuant to orders, he/she is not put to work at all, he/she shall receive his/her regular rate of pay for six (6) hours in lieu of the allowance provided for in subdivision b. above.

2) An employee who is held over after the completion of his/her regular tour of duty for the performance of emergency work shall be paid at the rate of time and one-half for the time during which he/she is so held.

3) An employee engaged in emergency work outside of his/her regularly scheduled working time will be given a meal allowance of three dollars (\$3.00) for each five (5) hours during which he/she is so engaged, provided, however, that an employee held over for emergency work after the completion of his/her regularly scheduled tour of duty will be given such a meal allowance at the completion of his/her regularly scheduled tour of duty, provided he/she is to be required to perform such work or duty for a period of at least two (2) hours. Employees, without deduction of pay, will be allowed time to eat permitted meals at times consistent with the requirements of the work.

4) If, as a result of emergency work, an employee is required to work six (6) hours or more between the completion of his/her regularly scheduled tour of duty and the commencement of his/her next regularly scheduled tour of duty, and at such time or times as to prevent him/her from having eight (8) consecutive hours off duty at any time between the two (2) regularly scheduled tour of duty, he/she shall be excused with pay from such part of his/her said next regularly scheduled tour of duty as may follow the completion of the emergency work and as may be necessary in order that he/she may have eight (8) consecutive hours off duty between the time when he/she completed his/her emergency work, whether that be before or after the time of commencement of his/her said next regularly scheduled tour of duty, and the time when he/she shall thereafter report back for work; except that if the time when he/she would thus report back for work should be within four (4) hours of the time scheduled for the completion of his/her said next regularly scheduled tour of duty, he/she shall be excused with pay from all of the said next regularly scheduled tour of duty. Notwithstanding the foregoing, if an employee, upon completing a regularly

scheduled tour of duty, leaves the premises without having any reason to believe that he/she may be called out for emergency work before the commencement of his/her next regularly scheduled tour of duty, but is called out and performs emergency work for six (6) or more consecutive hours prior to the time scheduled for the commencement of his/her next tour of duty, his/her superior, if convinced that such employee has had insufficient sleep and is unfit for work, shall have the discretion to excuse him/her with pay from part or all of said next regularly scheduled tour of duty, irrespective of whether or not the employee may have had eight (8) consecutive hours off duty before being called out for such emergency work. If an employee is definitely entitled under the foregoing provisions to be excused with pay from part or all of his/her next regularly scheduled tour of duty following the performance of emergency work, but is not so excused, he/she shall be allowed time off with pay from a subsequent tour of duty for the length of time for which he/she should have been so excused but the day on which he/she is allowed such time off shall be determined by advance agreement with his/her superior.

5) If a stretch of emergency work commences prior to the beginning of an employee's scheduled day off and continues into such day off for not more than two (2) hours, it shall be treated as though it had all been performed on the day when it commenced. If it continues into such scheduled day off for more than two (2) hours and commences not more than two (2) hours before the beginning of such day off, it shall be treated as though it had all been performed on such day off. If it commences more than two (2) hours before the beginning of the scheduled day off and continues into such day off for more than two (2) hours, then the work on each day shall be treated as having been performed on the day when it actually was performed and shall not be treated as having been performed entirely on one day or the other. If after more than two (2) hours of emergency work performed and treated as performed in the early part of his/her scheduled day off, an employee is released from duty and allowed to go home and later is brought back again for work on the same day off, he/she shall be paid at the rate of time and one-half for all work performed after thus being brought back, in addition to receiving a minimum of one and one-half times a full days' pay for the work treated as performed in the early part of the day.

An employee's scheduled day off shall commence eight (8) hours after the time scheduled for the completion of his/her last scheduled tour of duty preceding the day off and shall continue for twenty-four (24) hours, except that when an employee has two (2) consecutive scheduled days off, the second day off shall consist of the twenty-four (24) hours immediately following the end of the first day off.

6) The term "emergency work", as used in the foregoing subdivisions shall be deemed to include any work which an employee is required to perform outside of his/her scheduled working hours, except extra trips and "specials" and work made necessary by the failure of another employee to report for duty and except work which is planned ahead, provided, however, that even where overtime work is planned ahead, if an employee immediately following completion of his/her regular full day's work, is held over for a longer period than four (4) hours in order to finish a particular job, the overtime work in excess of four (4) hours will be considered as "emergency work" when it is not made necessary by the failure of another employee to report for duty. In cases where overtime work in excess of four (4) hours immediately following a scheduled tour of duty is to be treated as "emergency work", the first meal allowance will come after the expiration of the first four

(4) hours of overtime, and the employee will be entitled to another meal allowance for every five (5) hours of work thereafter. Work will not be considered as planned ahead unless notice thereof is either given to the employee himself/herself or posted at his/her headquarters at or before the time scheduled for the end of the employee's regular tour of duty next preceding his/her regular tour of duty which is followed by the overtime work except that where the overtime work commences only four (4) hours or less before the time scheduled for the time scheduled for the employee himself/herself or posted at his/her regular tours of duty it will be considered as planned ahead if notice thereof is either given to the employee himself/herself or posted at his/her headquarters at or before the time scheduled for the end of his/her last regular tour of duty immediately preceding the overtime work.

7) When an employee, after being released from work and allowed to go home following the completion of a regularly scheduled tour of duty, is required to report back eight (8) hours or more before his/her next regularly scheduled tour of duty for emergency work made necessary by storm, flood, fire, accident, or other catastrophe, he/she shall, if held on such emergency work continuously for a period of more than eight (8) hours extending into his/her regularly scheduled working time, be paid at the rate of time and one-half for all of the time during which he/she is thus held continuously on such emergency work including the portion thereof within his/her scheduled working time. If, upon completion of such emergency work, he/she is required to resume his/her regular duties, he/she shall be paid for such remaining portion at straight time.

8) Operators working on snow equipment, including plows, and sand or salt spreaders or performing miscellaneous snow work, such as shoveling snow, etc., shall be paid for such work at the rate of time and one-half at their regular rate of pay for all such work, either within or outside of their usual working time.

Notwithstanding any other rule or working conditions, such premium payments for snow duty shall be limited to situations where the employee actually performs such duty outside where there is snow on the ground and where such work would not be required but for the snow or icing conditions, except that under no circumstance shall snow pay premium payments be made for work if such payments would not have been made prior to March 31, 1985.

9) Operators held in reserve for snow work shall be paid at their regular hourly rate of pay for the time so held before being put to work, except that when an Operator is so held after the completion of a regular run he/she will be paid at one and one-half times his/her regular rate of pay for the time so held.

# R. Line Instructor Qualifications/Instruction Allowance

1) An Operator shall qualify for consideration as a Line Instructor if he/she meets the following criteria: (a) a minimum of three years of passenger service experience; (b) no more than one preventable accident in the past twelve (12) months and (c) no suspension for operating violations including passenger complaints in the last twelve (12) months.

An operator meeting the above criteria will be jointly selected by the Union and Management on the basis of his/her seniority to participate in a "Train the Trainer" program and be certified bi-annually to instruct.

2) An Operator qualified and certified in accordance with subsection (1) above shall be paid an extra time allowance of two (2) hours at his/her regular rate of pay for each day or portion thereof during which he/she has student Operators under instructions, except in cases where other operators are assigned to them for one (1) round trip to acquaint themselves with the line or with special equipment used thereon. When more than one (1) round trip is involved, then the regular instruction allowance of two (2) hours at his/her regular rate of pay shall be paid.

3) Operators picking routes which they have not previously driven will be allowed to take one round trip on the picked route at time and one half. Operators picking the extra board or vacation relief will be allowed to take one round trip on all depot routes which they have not previously driven at time and one half. Operators will not be provided with line training on routes which they have previously driven unless the line has undergone major revisions.

S. Second tour of Duty-Operators

Bus Operators required to work a complete second tour of duty shall be paid for such complete second tour of duty a minimum of twelve (12) hours pay or time and one-half for such excess work, whichever is greater.

### T. Seniority

There will be one (1) general seniority list for all Bus Operators covered by this Section for the purposes of promotions, layoffs, and the yearly general pick of runs. Said Bus Operators will assume their place on such single seniority list in accordance with their original date of appointment either with Fifth Avenue Coach Lines, Inc., Surface Transit, Inc. or their predecessors, or the Authority. There shall continue to be at least one (1) general pick and three (3) depot picks each year.

# U. Extra List

Each Depot in the Authority's Transportation Department will maintain one (1) Extra List from which assignments will be made to all duties normally assigned to Bus Operators.

#### V. Shifting Qualification/Differential

Effective with the implementation of the general pick for calendar year 1986, only Bus Operators or incumbent Shifters who have passed a shifting qualification test will be allowed to pick and/or work shifting tricks and extras. The test will be designed in consultation with the Union. All eligible personnel desiring to take the test will be given the opportunity to attend a training/qualification session on a RDO on a voluntary basis. Personnel attending such a session will be paid run pay only for the first and second session. Any subsequent attendance will be without pay. Personnel who do not qualify will not be allowed to attend another training qualification session for six (6) months. Personnel who have two (2) or more preventable accidents while shifting during any twelve (12) month period will be disqualified for twelve (12) months. Personnel disqualified twice (2) will not be allowed to attend another training qualification session for two (2) years. Personnel disqualified three (3) times will not be allowed to attend another training qualification session for two latend another training qualified three (3) times will not be allowed to attend another training qualification session for ten (10) years.

The basic pay rate for shifting will be the Operator's basic rate plus twenty-five cents  $(25\phi)$  per hour. Shifters who perform the duties of Revenue Attendants shall receive a differential of .50¢ per hour. Incumbent Shifters and Operators disqualified from passenger service working as Shifters as of the implementation of the general pick for calendar year 1986 who do not qualify as shifters will be reassigned to other duties or reclassified to another title in accordance with applicable provisions of the contract. Such personnel will be reassigned to other duties or reclassified to another duties or reclassified to another title so reclassified to another duties or reclassified to another title before being transferred from shifting. Nothing in this provision will be construed to affect either party's contractual rights with respect to shifting issues.

### W. Reimbursement for Dismissed Traffic Violations

The Authority will reimburse a Bus Operator up to four (4) hours of straight time pay for one court appearance related to any instance wherein the Bus Operator has received a traffic violation related to the operation of the bus and has been fully exonerated by a court of competent jurisdiction. The Bus Operator must submit proof satisfactory to the Authority that the charges have been completely dismissed.

### X. Shoe Benefit

The Authority will provide, every two years, each bus operator with two pairs of shoes to be worn with the bus operator uniform. Shoes will be distributed to the operators on their own time.

### Y. Miscellaneous Provisions

1) A joint Management-Union committee will be established to accept input and suggestions from T.W.U. Local 100 regarding new bus procurements and bus design including such items as the Bus Operator workstation. This committee will be advisory only and management retains its right to make the final determination concerning any bus designs or bus purchases. There will be no increase in the current level of union release time for this committee.

2) The Operating Authority will maintain and provide a toll-free (800) number for use by Bus Operators making road calls

3) The Authority agrees to begin immediately a good faith effort to provide and maintain toilet facilities on all bus routes within twelve (12) months of the signing of this Agreement. The Authority and the Union agree to meet quarterly to review progress.

4) The Parties agree that they will jointly develop a pilot Accident Reduction Incentive Program for Bus Operators.

Z. Accident Report Instruction

The Authority will include training for Bus Operators on completing accident reports. This training will be part of the Bus Operators bi-annual 19A training and probationary operator training.

AA.. Summer Uniforms for Bus Operators

The Authority will add "Bermuda" shorts to the items available to bus operators as part of the summer uniform. The Authority will provide guidelines as to the socks to be worn with said shorts.

BB. Transportation Picks

The Authority will continue to conduct at least one (1) general pick and three (3) depot picks each year for MaBSTOA Bus Operators.

CC. Prime Time Vacation

The Authority shall increase the quota of employees on vacation from an equal number of employees off on each week of the year to 10% above that number during the weeks including May 1 to September 30; and the weeks of Christmas, New Years, Thanksgiving and Easter.

DD. Change in RDO

A maximum of one (1) percent of Bus Operators will be allowed to change RDO's on any given day. All requests for a change in RDOs will be submitted to management prior to the assignment of the next days work except for bona fide emergencies. The one percent figure will be calculated based on depot bus operator quota. Management will designate the replacement day within the same work week.

### EE. Articulated Bus Differential

Bus Operators will be paid a \$0.25 per hour differential exclusively while operating an articulated bus in passenger service.

### FF. Transfers

The Union acknowledges that Management might deem it necessary to transfer employees to meet the needs of service. The following provisions reflect a reasonable and cooperative process for dealing with the issue of employee transfer when it is established that there is a significant shortage in one depot over the other as determined by the General Manager of the Division, or in his/her absence, the Chief Transportation Officer.

1) Management will notify the Union as soon as possible of the need to make a transfer.

2) Volunteers will be solicited by the Union and Management from the transferring depot. In the event that there are no volunteers or an insufficient number of volunteers, bus operators will be transferred in inverse seniority order. No permanent operator will be involuntarily transferred from his/her picked depot until all probationary operators at that depot have been transferred to fill the shortage. Any permanent bus operator who is involuntarily transferred will suffer no loss of work.

3) Once notification is given to the Union of the need to transfer, the process of identifying and transferring the affected employees will be completed as soon as possible but in a period not to exceed two (2) weeks from the date of notice.

# SECTION 6.4 - OA, MAINTENANCE, and PLANT & EQUIPMENT DEPARTMENTS

### A. Chauffeurs

Chauffeurs in all departments, when necessary, will ask and receive assistance from the Maintenance Department in the loading and unloading of their trucks or vehicles.

Chauffeurs in all departments will accept any cargo (without regard to the department from which it originates or to which it is being sent) which is designated by the person or persons who customarily dispatch cargo in the division of the department in which such chauffeur or chauffeurs are employed.

### B. Work Outside Classification

Maintenance Department employees in any particular classification may be assigned to work in any classification when it is deemed necessary by the Operating Authority for the proper operation of the business.

In the case of emergency, any storeroom employee or maintainer may be assigned to transfer needed material by any means designated from one point to another anywhere in the Operating Authority's system.

### C. Use of Tools

No Line Supervisor or Equipment Inspector or Inspection Line Supervisor shall use tools or do any routine or general work usually performed by an employee under his/her supervision except when necessary in order to maintain operation, comply with schedules or prevent loss to the Operating Authority, or for the purpose of demonstration, or testing.

D. Assignment of Garage Maintainers

1. a) The Operating Authority has the right to assign garage employees to work in their respective classifications at any of the Operating Authority's garages where the employee's qualifications or the needs of bus operation and maintenance require such assignment in the judgment of the Operating Authority.

b) Ali Malilu

license.

b) All Maintainers and Helpers regardless of title must maintain a Class 2

2. a) Depot Group personnel with the Plant and Equipment Department will do all repair and maintenance of equipment including projects. When working on such projects they will perform all work incidental and necessary to complete such projects. Such work will include, but is not limited to, electrical, masonry and carpentry work.

b) The Mason Group will perform all necessary form work associated with a masonry project.

c) The Depot Group will work with the A/C Refrigeration Group when major repairs on depot ventilation and exhaust equipment are being made.

d) The Depot Group will also be required to perform welding, burning and sheet metal work with proper training.

e) Painters will perform all plastering, spackling and wall/floor/ceiling preparation associated with painting projects they are performing.

f) Plumbers and Electricians may be required to make necessary openings in walls/floors/ceilings and to refinish the surfaces when installing pipe and conduit.

g) Designated Plant and Equipment personnel will be trained and certified in asbestos removal and disposal for the purpose of making repairs and/or removal of asbestos from Authority property.

h) Plant & Equipment Maintainers shall receive a premium of one dollar (\$1.00) per hour over the Maintainer's rate effective April 1, 1990.

E. Rest Period

The Operating Authority will provide two (2) ten (10) minute rest periods for Maintenance Department employees.

F. Lunch Period

Employees, who are regularly scheduled work hours are forty (40) hours a week on an eight (8) hours a day basis, will be allowed a thirty (30) minute daily lunch period within their working hours, without deduction of pay, on every day when their actual working time exceeds six (6) hours.

G. Employees Temporarily Working in a Higher Classification

An employee temporarily doing the work of another employee whose rate of pay is higher, shall be paid the higher rate for each hour that such employee does such work. In case the time of such work is any fraction of an hour, the higher rate will be for a full hour. After any such temporary period, the lower rate of pay shall be resumed.

### H. Temporary or Seasonal Employees

Temporary or seasonal employees shall not accrue seniority unless their jobs become permanent.

### I. Contracting Out of Work

It is the policy of the Authority to the extent it determines practical not to subcontract work which may be performed under this Agreement.

### J. Seniority

There will be one (1) general seniority list for all employees within their classifications. For pick purposes, employees within the shops, garages, stores and plant and equipment shall pick according to their seniority within those units and respective classifications.

### K. Emergency Work-Snow Work.

1) If an employee is required to report back for emergency work after being released upon the completion of his/her regular tour of duty, and before the commencement of his/her next regular tour of duty, he/she will be paid as follows:

a. If he/she shall have been ordered to and does report to his/her headquarters by telephone he/she will be allowed one and one-half hours time at his/her regular rate of pay for each required report, if he/she is not, as a result of such telephone report, ordered to report in person.

b. If he/she shall have been ordered to and does report in person to the place where he/she is directed to report, he/she will be allowed three (3) hours time at his/her regular rate of pay for so reporting, but shall not be entitled to the allowance set forth in subdivision a. above.

c. For all emergency work performed outside of his/her regular working time, he/she will be allowed time and one-half at his/her regular rate of pay, in addition to the allowance under subdivision b. above and, in addition, to any allowance to which he/she may be entitled under subdivision a. above.

d. If he/she is put to work more than four (4) hours prior to the commencement of his/her next regular tour of duty or, if after being put to work, he/she is not held through until the commencement of his/her next regular tour of duty, his/her total pay for the emergency work performed outside of his/her regular working time, including overtime and allowances under subdivision a. and b. above, shall be at least eight (8) hours pay at his/her regular hourly rate. If after reporting in person pursuant to order, he/she is not put to work at all, he/she shall receive his/her regular rate of pay for six (6) hours in lieu of the allowance provided for in paragraph b. above.

2) An employee, who is held over after the completion of his/her regular tour of duty for the performance of emergency work shall be paid at the rate of time and one-half for the time during which he/she is so held.

3) An employee engaged in emergency work outside of his/her regularly scheduled working time will be given a meal allowance of three dollars (\$3.00) for each five (5) hours during which he/she is so engaged, provided, however, that an employee held over for emergency work after the completion of his/her regularly scheduled tour of duty will be given such a meal allowance at the completion of his/her regularly scheduled tour of duty, provided he/she is to be required to perform such work or duty for a period of at least two (2) hours. Employees, without deduction of pay, will be allowed time to eat permitted meals at times consistent with the requirements of the work.

4) If, as a result of emergency work, an employee is required to work six (6) hours or more between the completion of his/her regularly scheduled tour of duty and the commencement of his/her next regularly scheduled tour of duty, and at such time or times as to prevent him/her from having eight (8) consecutive hours off duty at any time between the two (2) regularly scheduled tours of duty, he/she shall be excused with pay from such part of his/her said next regularly scheduled tour of duty as may follow the completion of the emergency work and as may be necessary in order that he/she may have eight (8) consecutive hours off duty between the time when he/she completed his/her emergency work whether that be before or after the time of commencement of his/her said next regularly scheduled tour of duty and the time when he/she shall thereafter report back for work; except that if the time when he/she would thus report back for work should be within four (4) hours of the time scheduled for the completion of his/her said next regularly scheduled tour of duty, he/she shall be excused with pay from all of the said next regularly scheduled tour of duty. Notwithstanding the foregoing, if an employee, upon completing a regularly scheduled tour of duty, leaves the premises without having any reason to believe that he/she may be called out for emergency work before the commencement of his/her next regularly scheduled tour of duty, but is called out and performs emergency work for six (6) or more consecutive hours prior to the time scheduled for the commencement of his/her next tour of duty, his/her superior, if convinced that such employee has had insufficient sleep and is unfit for work, shall have the discretion to excuse him/her with pay from part or all of said next regularly scheduled tour of duty, irrespective of whether or not the employee may have had eight (8) consecutive hours off duty before being called out for such emergency work. If an employee is definitely entitled under the foregoing provisions to be excused with pay from part or all of his/her next regularly scheduled tour of duty following the performance of emergency work, but is not so excused, he/she shall be allowed time off with pay from a subsequent tour of duty for the length of time for which he/she should have been so excused, but the day on which he/she is to be allowed such time off shall be determined by advance agreement with his/her superior.

5) If a stretch of emergency work commences prior to the beginning of an employee's scheduled day off and continues into such day off for not more than two (2) hours, it shall be treated as though it had all been performed on the day when it commenced. If it continues into such scheduled day off for more than two (2) hours and commences not more than two (2) hours before the beginning of such day off, it shall be treated as though it had all been performed on such day off. If it commences more than two (2) hours before the beginning of the scheduled day off and continues into such day off for more than two (2) hours before the beginning of the scheduled day off and continues into such day off for more than two (2) hours before the beginning of the scheduled day off and continues into such day off for more than two

(2) hours, then the work on each day shall be treated as having been performed on the day when it actually was performed and shall not be treated as having been performed entirely on one day or the other. If after more than two (2) hours of emergency work performed and treated as performed in the early part of his/her scheduled day off, an employee is released from duty and allowed to go home and later is brought back again for work on the same day off he/she shall be paid at the rate of time and one-half for all work performed after thus being brought back, in addition to receiving a minimum of one and one-half times a full day's pay for the work treated as performed in the early part of the day.

An employee's scheduled day off shall commence eight (8) hours after the time scheduled for the completion of his/her last scheduled tour of duty preceding the day off and shall continue for twenty-four (24) hours except that when an employee has two (2) consecutive scheduled days off the second day off shall consist of the twenty-four (24) hours immediately following the end of the first day off.

The term "Emergency Work" as used in the foregoing subdivisions, shall be deemed 6) to include any work which an employee is required to perform outside of his/her scheduled working hours, except work made necessary by the failure of another employee to report for duty and except work which is planned ahead, provided, however, that even where overtime work is planned ahead, if an employee, immediately following completion of his/her regular full day's work, is held over for a longer period than four (4) hours in order to finish a particular job, the overtime work in excess of four (4) hours will be considered as "emergency work" when it is not made necessary by the failure of another employee to report for duty. In cases where overtime work in excess of four (4) hours immediately following a scheduled tour of duty is to be treated as "emergency work", the first meal allowance will come after the expiration of the first four (4) hours of overtime and the employee will be entitled to another meal allowance for every five (5) hours of work thereafter. Work will not be considered as planned ahead unless notice thereof is either given to the employee himself/herself or posted at his/her headquarters at or before the time scheduled for the end of the employee's regular tour of duty next preceding his/her regular tour of duty which is followed by the overtime work, except that where the overtime work commences only four (4) hours or less before the time scheduled for the beginning of one of his/her regular tours of duty it will be considered as planned ahead if notice thereof is either given to the employee himself/herself or posted at his/her headquarters at or before the time scheduled for the end of his/her last regular tour of duty immediately preceding the overtime work.

7) When an employee, after being released from work and allowed to go home following the completion of a regularly scheduled tour of duty is required to report back eight (8) hours or more before his/her next regularly scheduled tour of duty for emergency work made necessary by storm, flood, fire, accident or other catastrophe, he/she shall, if held on such emergency work continuously for a period of more than eight (8) hours extending into his/her regularly scheduled working time, be paid at the rate of time and one-half for all of the time during which he/she is thus held continuously on such emergency work, including the portion thereof within his/her scheduled working time. If, upon completion of such emergency work, he/she is required to resume his/her regular duties during the remaining portion of his/her scheduled working time, he/she shall be paid for such remaining portion at straight time.

8) Operators working on snow equipment, including plows, and sand or salt spreaders or performing miscellaneous snow work, such as shoveling snow, etc., shall be paid for such work at the

rate of time and one-half at their regular rate of pay for all such work, either within or outside their regular working time.

9) Operators held in reserve for snow work shall be paid at their regular rate of pay for the time so held before being put to work, except that when an Operator is so held after the completion of a regular run he/she will be paid at one and one-half times his/her regular rate of pay for the time so held.

# L. Tool Allowance

1) Permanent employees in the title of Maintainer in the Maintenance and Plant & Equipment Departments, who complete their probationary period shall be granted two hundred fifty dollars (\$250) in reimbursement of the purchase of required hand tools on the date that they complete their probationary period.

2) In July of each year of the contract, the Operating Authority shall pay to each permanent employee in the title of Maintainer in the Maintenance (Fleet Service and Central Road Serve included) and Plant and Equipment Departments who has been in such title for at least eighteen (18) months, a tool allowance of two hundred fifty dollars (\$250).

3) Where it is established to the satisfaction of Management that any such tools have been stolen while on the property of the Operating Authority, without negligence on the part of the employee, reimbursement will be made by the Operating Authority, but such reimbursement will be limited to a total amount of three hundred dollars (\$300), payable by separate check, for each such incident and dependent on the number and value of tools stolen. In consideration of the above tool allowance, the Operating Authority retains and reasserts its right to hold tool inspections at such time as it deems advisable for completeness of tool kit and condition of tools. Supervision shall determine the value of stolen tools.

4) Where it is established to the satisfaction of Management that a rollaway tool box has been stolen while on Operating Authority property, without negligence on the part of the employee, reimbursement up to a maximum of one hundred dollars (\$100), payable by separate check shall be made. Such reimbursement shall be additional to reimbursement for stolen tools as provided above.

5) A Maintainer entitled to a tool allowance under this provision shall be entitled to a "special tool allowance" if the Operating Authority should require that metric tools be part of the required tools in his/her tool chest. The amount of the "special tool allowance" shall be determined by the Operating Authority at the time such tools are required.

M. Assault by non-Transit Authority/Operating Authority Employees.

1) A MaBSTOA Bus Maintainer who is absent from duty as a result of injuries sustained by reason of any assault by non-Transit Authority/MaBSTOA employees perpetrated upon him/her while engaged in the proper performance of his/her duties will be allowed 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, the amount equal, after taxes, to his/her after tax wages for his/her regularly scheduled working time, exclusive of overtime.

2) No bus maintainer will be eligible for the benefits set forth in paragraph "1" above if he/she violates any of the provisions set forth below:

a. If the employee failed to report for any work within title when directed that they are medically qualified to perform.

b. 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.

3) In the event a Bus Maintainer is declared permanently disqualified as a Maintainer, he/she will receive his/her Maintainer's rate and be paid for the hours of the job he/she is filling.

4) Except as provided in paragraphs 5 and 6 below, a MaBSTOA bus maintainer absent as a result of injuries sustained by an assault by non-Transit Authority/MaBSTOA employees perpetuated upon him/her while engaged in the proper performance of his/her duties, shall be dropped from the service of MaBSTOA after a period of 4 years has elapsed from the day of the assault.

5) An employee with restricted work status will be offered reassignment or reclassification. If he/she refuses the offer of reassignment or reclassification, the rules concerning refusal of work will be applicable.

If he/she accepts the offer but expresses a preference for another job, he/she shall placed on a preferred list until such time as the job becomes available so long as the person is working in the first offered job. Reassignment or reclassification will be offered on a first come, first serve, basis. This provision shall not prevent MaBSTOA from taking disciplinary action against such an employee for refusal to perform assigned work which he/she is capable of doing within his/her title in which case the employee will be subject to appropriate disciplinary action including the possibility of dismissal.

6) MaBSTOA employees injured on duty and MaBSTOA employees on ordinary disability, shall have the same rights to return to their jobs following termination that the Transit Authority employees have.

7) MaBSTOA shall have the authority to file a pension application on behalf of an employee who has been injured by an assault or injured on duty, where MaBSTOA believes that such an application is appropriate.

# N. Prescription Glasses

If a Maintainer breaks a pair of prescription glasses while performing his/her duties, he/she shall be reimbursed in full by the Operating Authority for the usual, reasonable and customary cost of replacing the glasses, or if the glasses cannot be repaired, for the usual, reasonable and customary cost of replacing the glasses with substantially equivalent glasses. No reimbursement for replacement of glasses shall be allowed unless the employee has first obtained any payment to which he/she may be entitled for glasses under the Optical Plan provided by the Union-Authorities' Joint Welfare Benefit Trust and the Operating Authority shall only have to reimburse such an employee for the portion of the cost of the replacement glasses which exceeds the benefit provided by the Trust. No employee may receive any reimbursement for the cost of replacement glasses unless he/she submits a statement from his/her optician that the broken glasses cannot be repaired and the broken glasses shall be submitted to and become the property of the Operating Authority. An employee shall be entitled to no more than one (1) reimbursement for broken glasses.

### O. Work Shoe Benefit

1. The Authority will provide each maintenance employee (including Plant and Equipment, Central Road Service, and Fleet services) with one pair of safety shoes per year. Applicable provisions of the July 21, 1999 stipulation regarding the wearing of safety shoes shall be incorporated into this agreement as Appendix G-10.

# P. Outdoor Clothing

The Authority shall provide outdoor clothing for employees whose job functions require outdoor work. This clothing will consist of "bib" coveralls and jacket, and shall have reflective safety markings and may be marked with appropriate New York City Transit logos. Central Road Service employees, Cleaners who sweep buses outside depots buildings, and A.M. Road service employees at depots where buses are parked in and pulled out from outdoor areas shall be included as employees covered by this provision.

# Q. Picks

1) When a new run or work schedule is prepared, a copy thereof shall be given to the Union as soon as possible, and in no event less than fifteen (15) days prior to the date set forth on the schedule as the date on which it will be posted for pick. The date of the posting for pick shall be determined by the Chief Maintenance Officer. The Chief Maintenance Officer shall also determine and set forth on the schedule the date upon which the new schedule shall become effective, which date shall take

into account the time reasonably required to complete the picking. Picking shall commence not later than five (5) days after the schedule is posted. Employees who for any reason fail to exercise their picking rights shall be assigned.

2) The Union shall have the right at any time after it has received the schedule to discuss it with the Chief Maintenance Officer. Any complaint made by the Union shall be decided by the Chief Maintenance Officer within twenty-four (24) hours after the close of the discussion. If, after such discussion, any change in the schedule agreed to by the Union is directed by the Chief Maintenance Officer which cannot be made prior to the posting date, the schedule shall not be posted for pick until such change has been made.

3) The Union may file with the Chief Maintenance Officer at any time, a written complaint that the schedule imperils the health or safety of employees. Any such complaint shall set forth specifically how, and in what manner, the schedule imperils the health and safety of employees.

a. Where such complaint is filed after the schedule has been posted for pick, such complaint shall constitute a normal grievance to be heard in the first instance, however, by the Operating Authority's Director of Labor Relations or his/her designee. Such complaint shall thereafter be governed by the normal provisions of the grievance procedure.

b. Where such complaint is filed before the posting of the schedule for pick, a hearing thereon shall be held by the Operating Authority's Director of Labor Relations or his/her designee, not more than two (2) working days after the filing of the complaint and the decision thereon shall be made within twenty-four (24) hours after the hearing.

4) Where said Union files its complaint with the Chief Maintenance Officer before the date fixed for the posting of the schedule, an appeal may be taken to the Impartial Arbitrator immediately after the decision by the Operating Authority's Director of Labor Relations or his/her designee, which appeal shall be accompanied by a statement setting forth the basis of the contention that the schedule imperils the health or safety of employees, and accompanied also by a copy of the decision by the Operating Authority's Director of Labor Relations or his/her designee. The Impartial Arbitrator shall hold a hearing on notice, by telephone or otherwise, as promptly as possible after the filing of the appeal. At the request of the Impartial Arbitrator, such witnesses, records and other documentary evidence as may be required shall be produced. The Impartial Arbitrator shall mail a copy of his/her opinion to the Operating Authority and to the Union, within two (2) working days after the close of the hearing before him/her. If, in considering such complaint, the Impartial Arbitrator finds that a run or work schedule imperils the health or safety of employees-which is the sole extent of his/her jurisdiction-he/she shall set forth specifically the precise elements in the schedule on which he/she bases such opinion. The opinion of the Impartial Arbitrator with respect to whether a run or work schedule imperils the health or safety of employees, shall be final and binding upon both parties.

5) Except to the extent specifically provided in Paragraphs (2) and (4) above, neither the filing of a complaint nor the pendency of a grievance at any level, shall prevent or delay putting the

schedule into effect on the day fixed therefor, subject to any change which may at any time be directed by the Operating Authority upon the determination of the grievance.

#### R. Prime Time Vacation

The Authority shall increase the quota of employees on vacation from an equal number of employees off on each week of the year to 10% above that number during the weeks including May I to September 30; and the weeks of Christmas, New Years, Thanksgiving and Easter.

#### S. Work Procedure Review Team

A Work Procedure Review Team shall be established in the Department of Buses to review such tasks or functions performed in the operating depots as are submitted to the Team and recommend a norm or standard for the performance of these functions in the TA/OA Maintenance Divisions. In making its recommendations the work procedure review team shall be guided by the principle that the norm or standard should be the lowest reasonable and appropriate time within which a trained mechanic could perform a task or function on an ongoing basis.

The Team shall consist of four members, two of whom shall be designated by the Union and two of whom shall be designated by the Authorities. The parties shall determine who their representatives shall be and have the option of designating non TA/OA employees or non Union officials.

The Team shall review the present work performance of any function submitted to it in recommending a norm for that function, as well as possible variants in the different work sites. The recommendation of a majority of the Team shall be the norm for the task or function.

This Team shall function so long as both parties agree thereto.

Where at least the majority of the Team is unable to make a recommendation, the Chief Maintenance Officer and/or the appropriate TWU Vice President will propose a norm taking into consideration the findings of the Team. If no agreement is reached, the parties shall submit the dispute to a third-party arbitrator selected by the parties for resolution of this particular dispute, for final and binding resolution. It is understood that any disputes will be resolved expeditiously.

Work time savings, if any, over present performance, shall not be used to reduce present manning levels or overtime work but rather to enhance the operating efficiency of the fleet.

Failure to meet a norm shall not be the basis for discipline in and of itself.

The June 3, 1996 Agreement regarding Surface Maintenance Productivity Procedures is attached as part of Appendix G-6. No employee will be laid off as a direct result of the productivity initiatives undertaken by the parties in surface maintenance as reflected in the June 3, 1996 Agreement. This provision does not apply to other productivity agreements.

## T. Productivity Incentive Bonus Program

The parties entered into an agreement in 1994 and 1996 concerning the improvement of task times for certain bus repair functions and are seeking to immediately improve maintenance productivity, to continue to improve productivity over future years, and to reward employees with a bonus where agreed upon levels of performance are met. It is the parties intent that the work performed meet industry standards for safety, quality, reliability, functionality and appearance. The provisions in the 1994 and 1996 agreements related to the Work Procedure Review Team and reclassification shall continue in effect. It is understood that any reclassification can be appealed directly for review by the Senior Vice President, Department of Buses.

1) The "flat rate times" will become the agreed upon repair times for all maintenance functions when the program commences. Where applicable, trouble shooting and diagnostics are covered by this agreement. The Parties agree to work together to commence the agreement as soon as possible.

2) The Work Procedure Review Team (the "team") will continue as the accepted process for reviewing and reevaluating the agree upon standard repair times and procedures under the following circumstances:

- a) If a job cannot be performed within the "flat rate time" more than 80% of the time, the job can be referred to the team;
- b) Management may refer a job for review where it is consistently performed in less that the "flat rate time" and;
- c.) Jobs and procedures which have no prescribed "flat rate times" will be evaluated by the Team.

# 3) CMF Programs

a) "Flat rate times" will immediately be adopted as the repair time for all CMF programs.

b) The process used by the Work Procedure Review Team will be utilized to develop repair times for any jobs or procedures that do not have a prescribed flat rate repair time.

4) Core Jobs

Core jobs will be performed in accordance with the times which have already been established by the Work Procedure Review Team, excluding the sixteen (16) core jobs established without TWU participation which will be at "flat rate times".

5) In January 2000, all Maintainers shall receive a \$300.00 bonus.

6) Central Road Service and Support Fleet maintainers will receive a \$300.00 bonus in January 2000 with the understanding that the parties will work expeditiously toward reaching a productivity agreement for these groups.

7) Commencing the first two full quarters of the program, any individual maintainer who meets the above-stated standards on ninety percent (90%) of the assigned jobs or procedures shall receive a six hundred dollar (\$600.00) bonus to be paid within twenty (20) work days from the end of the quarter. After the first two full quarters, a maintainer must achieve ninety-five percent (95%) compliance to receive the bonus. Commencing in the second quarter of the year 2002, the bonus will be increased to seven hundred dollars (\$700.00).

8) The computation for compliance with the flat rate times will be a comparison of the flat rate time total for the assigned jobs compared against the total time the maintainer utilized to complete the assigned job(s).

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

10) Management and the Union will monitor the program on a daily basis, and compliance will be measured and monitored utilizing New York City Transit's work order system.

11) All flat rate times assume that the bus is in position, parts are at the bus and any special tools and equipment are available. Contractual meals and break times are not included in the calculated work time.

12) It is in the interest of both parties to maintain a productivity agreement beyond the term of this Agreement.

The August 7, 2002 Agreement regarding the implementation of the Productivity Incentive Program is attached hereto as part of Appendix G-6.

U. 1988 Miscellaneous Agreements

1) Each vacation pick within the Maintenance Department shall contain a minimum of a fifty-two (52) week vacation period which will commence on the Sunday closest to January 1st.

2) The Vice Chairman and Chief Steward within the Maintenance Department will be permitted a vacation pick independent of garage vacation quota. However, they shall not pick the same week.

3) Plant & Equipment employees shall not be permitted to pick out into other maintenance functions following the next general maintenance pick.

4) The Union agrees to make a good faith effort to have OA Emergency response crews cover 126th Street Depot.

5) The Vice Chairman to be guaranteed a position in his job classification.

V. Filling Plant and Equipment Vacancies

1. Practical Examination - All applicants for Plant and Equipment vacancies must first pass a practical examination administered by the Authority in the discipline related to the vacancy he/she is seeking to fill. This exam will be graded on a pass or fail system.

2. Filling Vacancies - Incumbents who are in Plant and Equipment after January 2000 and who fulfill the practical exam requirement will be given first preference for the Plant and Equipment vacant positions. Vacant positions will then be filled in seniority order by maintainers who have passed the practical examination related to the vacancy he/she is seeking to fill.

3. Evaluation Period - There will be an evaluation period of up to six (6) months. In the event that an employee is not able to perform within the discipline he/she has selected, the employee will be returned to his/her original position. The union may provide input to management regarding an employee's evaluation. Management reserves its right to make the final evaluation regarding the performance of any employee.

4. Lock-in Period - All Plant and Equipment employees in the trade group, excluding the material group, will be locked into their positions for a period of four (4) years.

5. Right of Election - An employee may elect one time during his/her freeze period, by letter which will be kept on file by the Authority, to move into another discipline when an opening occurs. The employee must still fulfill the practical exam requirements.

6. Training - The Authority will provide training for employees to improve their proficiency in the discipline in which they are working.

7. Resume Positions - The Authority may require applicants from outside the Authority who seek to fill Plant and Equipment vacancies to submit a resume and to pass a practical exam.

# SECTION 6.5 - OA, CLERICAL ONLY

#### A. Overtime

Each employee to whom these working conditions apply shall be paid overtime at the rate of one and one-half times his/her hourly rate of pay for all time worked at the request of the Operating Authority in excess of his/her regular workday or regular workweek.

#### B. Supper Money

All employees covered by this Section who are required to work overtime two (2) or more hours shall receive three dollars (\$3.00) for supper.

#### C. Vacations

1) Employees to whom this section applies, who shall have been continuously in the employ of the Operating Authority, Fifth Avenue, Surface, their predecessors, or the Trustee or Trustees of Surface, for the periods indicated below, shall not more than once in each calendar year, receive a vacation with pay, as follows:

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

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

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

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

e. An employee will at the sole discretion of the Department Head be permitted to take one (1) week of vacation in days provided prior notice is given to the Department Head and all of the days are taken prior to his/her picked vacation period.

2) For all employees the amount of vacation allotment in weeks or days will be computed on the basis of the time and duration of employment prior to the beginning of the vacation year.

The vacation year shall be the calendar year beginning January 1.

3) Vacation pay shall be the employee's basic weekly salary. In the event the vacation allotment is in days, the amount of pay for any day will be one-fifth (1/5) of his/her basic weekly salary.

4) The Operating Authority shall have the right to schedule vacations so that it will have ample personnel in each of the departments to meet its requirements. Employees shall be given adequate notice of the vacation period. Subject to the foregoing, seniority shall be followed in picking vacation.

5) The annual vacation allowance will not be accruable and will not be carried over from one year to another except upon the approval of the Operating Authority. However, when an employee is hospitalized during vacation, the employee will be permitted to carry-over such vacation to the following vacation year, not to exceed the number of days of hospitalization during the scheduled vacation period.

6) Terminal vacation with pay shall be allowed an employee in addition to any vacation due him/her under subdivision (1) of this subsection:

a. Where the employee's services are terminated or suspended through no fault of his/her own, or because of his/her induction into the Armed Forces of the United States; or

b. Where the employee, who is resigning or retiring of his/her own volition and not because of, or in anticipation of disciplinary action against him/her, shall, prior to separation from service, make a request therefor; or

c. Who dies.

However, no vacation/terminal vacation will be due an employee if the employee resigns or is terminated prior to the completion of his probationary period.

Terminal Vacation shall be computed as follows:

(i) To an employee who has completed his/her probationary period, and who at the beginning of the vacation year in which he/she leaves the employ of the Operating Authority, will not have completed three (3) years of service: One (1) day for each complete calendar month worked in that vacation year prior to the date of separation but not exceeding two (2) weeks.

(ii) To an employee who, at the beginning of the vacation year in which he/she leaves the employ of the Operating Authority, had completed three (3) years of service but had not completed fifteen (15) years of service: Two (2) days for each complete calendar month worked in that vacation year prior to the date of separation, but not exceeding four (4) weeks.

(iii) To an employee, who, at the beginning of the vacation year in which he/she leaves the employ of the Operating Authority, had completed fifteen (15) years of service or more: Two and one-half (2 1/2) days for each complete calendar month worked in that vacation year prior to the date of separation, but not exceeding five (5) weeks.

No additional vacation allowance or terminal vacation shall accrue to an employee for the period of such terminal vacation. No terminal vacation shall be granted for sick leave with pay, or vacation used immediately prior to any terminal vacation granted under this subsection.

7) Terminal vacation computed in days shall be paid at the rate of one-fifth (1/5) of the employee's basic weekly salary for each day of terminal vacation. No holiday pay shall be granted for any of the stated holidays which may fall within the period of such terminal vacation. An employee who has not worked during a vacation year shall not receive any terminal vacation if he/she is separated from the service during such year. The allowance of such terminal vacation shall be conditioned, however, upon an agreement by the employee to whom it is granted that should he/she return to the service of the Operating Authority before the end of the following vacation year, the number of terminal vacation days so allowed to him/her shall be deducted from any vacation he/she may be entitled to take in such following year after returning.

8) An employee who is away on leave of absence will not be granted any vacation allowance during the continuance of such leave. He/she must be in active service immediately preceding the period for which he/she is granted a vacation. In the event, however, that an employee is taken sick and on that account stops work before he/she has had his/her vacation for the vacation year in which the illness commences, he/she may elect, subject to approval by the Head of his/her Department, to take such current vacation as may be due him/her. When a leave of absence, due to illness, begins in one vacation year and extends into the next succeeding vacation year, an employee may, subject to approval by the Head of his/her Department, elect to take the vacation due him/her in the succeeding calendar year, provided he/she has not been absent more than one (1) year. However, such election under this subsection 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.

9) 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.

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

11) The obligations imposed on the Union and the employees in Article XI, paragraph 3, of the Agreement between the parties made as of December 1, 1962, shall remain in full force and effect during the period of the current contract.

# D. Holidays

Each of the employees to whom this section applies shall be entitled to a holiday or a partial holiday without deduction of pay when the following holidays occur on any day on which they would otherwise be required to work: New Years Day, Lincoln's Birthday, Washington's Birthday, Good Friday (after 1 P.M.) Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans' Day, Thanksgiving Day, Christmas Day, and the employee's birthday, except that new employee shall not be entitled to the birthday holiday until after the completion of one (1) year of service.

For purposes of the birthday holiday only, an employee whose birthday occurs on a Saturday or Sunday will be granted the preceding Friday as his/her holiday without deduction of pay.

The dates of observance for holidays, as they may apply, in 2000, 2001 and 2002 are specified in Appendix F.

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

Each of the employees to whom this Section applies who is assigned to duty on any of the above mentioned holidays shall discharge and perform his/her duties on that day and shall be paid, in addition to their regular pay, time and one-half for the time worked on such holiday.

Employees who actually work on a holiday shall receive a two dollar (\$2.00) per hour differential for all hours actually worked on the following holidays: July 4th, Thanksgiving, Christmas and New Year's Day.

If any of the said holidays fall within the vacation period of any employee covered by this Section or in the event the employee's birthday coincides with any other holiday listed in this subsection when he/she would otherwise be required to work, such employee shall be granted a day off, or a half day, as the case may be, by his/her department head within thirty (30) days of said holiday to take the place of such holiday.

If any employee is assigned to duty on any of such holidays and does not discharge such duties, an amount equal to his/her pay for a regular workday, or half a regular workday in the case of Good Friday, shall be deducted from his/her pay and appropriate disciplinary action may be taken against such employee.

None of the foregoing provisions in this subsection shall be applicable in respect to any of the stated holidays to any employee who may have been continuously absent from duty for thirty (30) days or more, except for absence during paid vacation immediately preceding such holiday. An employee who has performed no work for the Operating Authority during a period of thirty (30) days or more, except for absence during paid vacation immediately preceding a holiday, shall not receive any pay for the holiday or be allowed another day off in lieu thereof.

An employee shall not receive wages for a paid holiday unless he/she reports for work on his/her last scheduled work day before the holiday and the first scheduled work day after the holiday except when prevented by proven illness or death in the immediate family.

The Operating Authority shall grant a personal leave day to all employees on condition that the Operating Authority may limit the number of employees who may be off from work on any one day. The Operating Authority may issue reasonable regulations regarding the use of such personal leave day. However, new employees shall not receive a personal leave day until the January lst, following the completion of one (1) year of service.

E. Medical Department

1) The Medical Department may send a doctor of its own choosing to the home of a sick employee when such employee has reported himself/herself sick.

2) In the event an employee is off sick for a period not exceeding thirty (30) days, the Operating Authority will accept a doctor's certificate for the purpose of allowing the employee to return to work, subject to the provisions of subsection F. below.

There shall be no requirement for a doctor's certificate when an employee is off sick for two (2) days or less.

An employee who is off between three (3) days and five (5) days, inclusive, may be required to produce a doctor's certificate if the Operating Authority deems it necessary.

In the event that an employee does not have a doctor's certificate, as required above, he/she must be examined by the Medical Department and receive from it a "Back-to-Work" slip in order to be able to return to work if out more than two (2) days.

#### F. Medical Examination

The Operating Authority shall have the right to require employees to submit to a medical examination at reasonable intervals. The Operating Authority shall also have the right to have an employee examined by its Medical Department when it deems such employee may be medically unfit to do the work required in his/her job classification. If, as a result of such examination, a dispute arises as to the disability of an employee, the employee shall have the right to have the finding of the Operating Authority designated physician checked by a physician of his/her own choice. In the event of a continuing dispute, the matter shall be submitted to the Impartial Arbitrator.

### G. Chauffeurs

Chauffeurs in all departments, when necessary, will ask and receive assistance from the Maintenance Department in the loading and unloading of their trucks or vehicles.

Chauffeurs in all departments will accept any cargo (without regard to the department from which it originates or to which it is being sent) which is designated by the person or persons who customarily dispatch cargo in the division of the department in which such chauffeur or chauffeurs are employed.

# H. Promotions, Layoffs, and Seniority

There shall be one clerical seniority list for employees covered by this Section.

Clerical seniority for the purposes of this subsection shall include continuous clerical department service with the Operating Authority, Fifth Avenue, Surface, their predecessors or the Trustee or Trustees of Surface.

Promotions to classifications within the bargaining unit covered by this Section shall be on the basis of qualifications and clerical seniority.

The Operating Authority shall have the right to specify qualifications for jobs in all classifications and shall have the right to prescribe the necessary tests to determine whether an employee has such qualifications. An employee to be eligible for promotion to, or employment in such jobs shall be required to satisfy the Operating Authority that he/she reasonably meets such qualifications. This is applicable to employees of all departments.

In the event of a layoff within a classification in any department, the employee to be displaced shall be the one with the lowest clerical seniority in such classification. Each employee so displaced shall be permitted to displace any employee with less clerical seniority at the same or lower rate of pay, provided such employee has the necessary qualifications. This process shall be repeated until there is no employee to be displaced, and then the employee who cannot displace another shall be the one who leaves the employ of the Operating Authority. An employee so transferred to another classification shall receive the rate of the new classification, but prior years service shall be credited to the employee in determining where he/she fits in the salary range.

I. Sickness Disability Benefits

1) All clerical employees shall be qualified to receive payments under these provisions for physical disability to work by reason of sickness. Such payments are hereinafter referred to as "Sickness Disability Benefits". Such payments shall terminate when disability ceases and shall in no case extend beyond the periods hereinafter mentioned. For the purpose of these provisions, sickness shall include injury, other than accidental injury arising out of or in the course of employment by the Operating Authority, and shall exclude any sickness, disability or injury brought about by the use of intoxicating liquors or narcotic drugs or resulting from social disease or preventable disabilities; or absences connected with correction of non-disabling conditions.

2) Subject to the conditions hereinafter set forth, the sickness disability benefits in sickness disability cases originating hereafter shall be as follows:

If term of employment has been -

a. less than six (6) months:	full pay for one (1) week				
b. from six (6) months to less than twelve (12) months:					
	full pay for two (2) weeks				
c. from one (1) year to less than two (2)	) years:				
· · · •	full pay for two (2) weeks				
	half pay for two (2) weeks				
d. from two (2) years to less than three	(3) years:				
	full pay for two (2) weeks				
	half pay for four (4) weeks				
e. from three (3) years to less than four	(4) years:				
	full pay for three (3) weeks				
	half pay for five (5) weeks				

f. from four (4) years to less than five (5) years:

	full pay for four (4) weeks half pay for six (6) weeks			
g. from five (5) years to less than six (6) years:				
	full pay for five (5) weeks half pay for seven (7) weeks			
h. from six (6) years to less than seven (7) years:				
	full pay for six (6) weeks			
	half pay for eight (8) weeks			
I. from seven (7) years to less than eight (8) years:				
	full pay for eight (8) weeks			
	half pay for nine (9) weeks			
j. from eight (8) years to less than nine (9) years:				
	full pay for ten (10) weeks			
	half pay for ten (10) weeks			
k. from nine (9) years to less than ten (10) years:				
	full pay for twelve (12) weeks			
	half pay for twelve (12) weeks			
l. from ten (10) years or more:				
· · · •				

full pay for thirteen (13) weeks half pay for thirteen (13) weeks

"Full pay" and "Half pay" will be calculated upon the regular rate of pay, excluding overtime, and the period of sickness disability benefits shall be based on the length of service at the time the disability began. For this purpose, term of employment will be considered as exclusive of periods of voluntary or involuntary leave of absence or furlough.

In determining the period for sickness disability benefits, all allowances made during the twelve (12) month period immediately preceding the current absence for illness shall be deducted.

3) The wages of all employees absent from duty because of physical disability and who are covered by New York State Disability Benefits shall be paid according to the statute or according to the foregoing schedule, whichever shall be greater, but the statutory benefits shall be considered as part payment thereof; that is to say, the difference between the statutory benefits payments and the employee's wage will be paid by the Operating Authority for the period during which wage payments are allowed hereunder on account of absence from duty because of physical disability.

4) Every employee who shall be absent from duty on account of sickness or injury must at once notify his/her immediate superior, and the employee shall not be entitled to benefits for time previous to such notice, unless delay shall be shown to have been unavoidable and satisfactory evidence of disability is furnished.

5) Disabled employees wishing to leave home shall obtain from the Operating Authority written approval of absence for a specified time and furnish satisfactory proof of disability while absent, otherwise no benefits shall be paid for such period of absence. The Operating Authority shall have the right to send a representative to the employee's home or to otherwise verify the employee's absence because of illness or injury.

6) Upon request of the Operating Authority, employees applying for sickness disability benefits shall furnish a certificate from their attending physician stating the nature of and the date of the beginning of the illness, or date of injury, the date first attended by the physician, and the estimated or actual duration of illness or injury. Upon request by the Operating Authority, an employee claiming sickness disability benefits shall submit to an examination by a physician designated by the Operating Authority. The Operating Authority also shall have the right to have a doctor or nurse visit the home of an employee absent on account of illness or injury.

7) Employees willfully making any misrepresentation to obtain sickness disability benefits shall be subject to disciplinary action and shall not be entitled to any benefits.

8) Sickness disability benefits shall not exceed the allowance shown in paragraph 2 of this subsection for any fifty-two (52) week period, but if an employee has a chronic or recurring illness he/she shall be entitled to an allowance for only one (1) fifty-two (52) week period and shall not be entitled to any allowance for disability from such illness occurring within five (5) years from date of last allowance hereunder for such illness.

J. Dropping of Employees After Two (2) Years Absence Because of Illness.

1) An employee absent because of illness shall be dropped from the service of the Operating Authority after a period of two (2) years has elapsed since the last day worked.

2) The Operating Authority, in its sole discretion for good cause shown, may consider an application of a former employee off sick for more than two (2) years for reinstatement without loss of seniority or length of service, provided he/she is medically qualified by the Operating Authority's Medical Department.

# K. Cross-Bidding

Cross-bidding on job vacancies within the collective bargaining unit will not be a matter of right where the vacancy is in a job classification carrying the same or a lower rate or progression rate as that occupied by the person seeking to bid into the job vacancy.

### L. Bulletin Board Notices

The Operating Authority shall permit the posting of official TWU notices on its regular bulletin boards and space thereon shall be allotted whenever required, but such official TWU notices shall be limited to announcements and shall contain nothing political or controversial and in no circumstances shall reflect upon the Operating Authority or upon any of its employees.

## M. Jury Duty

Employees required to report for jury duty shall be excused for the required period of jury duty and may, at the discretion of the Operating Authority, be paid during such absence provided he/she endorses his/her check for jury duty to the Operating Authority.

### N. Death in Family

An absence, without deduction of pay, not to exceed three (3) work days, will be granted in the case of a death in the immediate family. "Immediate Family", for this purpose, shall include spouse, son or daughter, or parent, brother or sister, mother-in-law, father-in-law, natural grandparent or relative living in the household. "Any person residing in the household" is to be interpreted as meaning a person related by family ties with permanent residence in the household.

### O. Group Life Insurance

The Operating Authority will pay the full premium without any deduction from the employee's wages for the one thousand dollar (\$1000) Group Life Insurance policy now in effect, including the provision with respect to permanent total disability benefit.

#### P. Instructions

Any employee ordered to attend schooling or instructions outside of, and in addition to, his/her regularly scheduled work hours on any day shall be allowed for such attendance time and one-half at his/her regular rate of pay, except that when an employee because of errors or dereliction in the performance of his/her duties, is required by the Operating Authority in disciplinary proceedings to report for schooling or instructions, he/she shall receive no allowance of pay therefor.

## SECTION 6.6 - OA, DISTRIBUTION DIVISION

A. Hours and Days of Work

1) The working time for regularly assigned employees shall be scheduled and prescribed by their superiors subject to approval by the Operating Authority, but the regularly scheduled hours of work for any employee shall not exceed forty (40) hours per week or eight (8) hours in any one (1) day.

2) The regular working time for all employees scheduled to work forty (40) hours per week, shall be eight (8) hours per day, five (5) days per week.

3) At least two (2) consecutive days rest without pay, during the calendar or payroll week shall be allowed to each employee, except in emergency or when service requirements prevent it.

4) All employees must give notice of their intention to be absent by telephone, messenger or otherwise to his/her appropriate superior at least two (2) hours before the time scheduled for the beginning of his/her tour of duty. Failure to give such notice may be a violation of the rules and cause the employee to be reported as absent without leave.

5) An employee reporting late because of an unusual interruption of service on the Operating Authority System, shall suffer no loss of pay for time lost on account of such lateness, provided such interruption as the cause of his/her lateness is established to the satisfaction of his/her superior.

6) Except in a case covered by paragraph 5) above, an employee who reports for duty late may lose part or all of his/her day's work and shall be paid only for time worked.

7) Any employee who is required to and does report for his/her regularly scheduled tour of duty and who, through no fault of his/her own, is not used, will be allowed pay for the full time of his/her scheduled tour of duty for that day.

8) The Operating Authority will provide two (2) ten (10) minute breaks during the Distribution employee's tour of duty, one (1) to be taken before his/her lunch period and one (1) to be taken after his/her lunch period, at times determined in accordance with the needs of the service. These breaks will not directly precede or follow the lunch period. Satellite personnel will be allowed their breaks in conjunction with location operations, at Management's discretion.

9) Employees will punch out in work clothes ten (10) minutes before the end of the their tour of duty at all main and satellite storerooms, except for the personnel assigned to positions based out of the Maspeth facility.

### B. Overtime

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

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

### C. Snow Work

Employees who are required to work on snow work instead of their regularly assigned duties will receive pay at the rate of time and one-half for such work.

Such premium payments for snow duty shall be limited to situations where the employee actually performs such duty outside where there is snow on the ground and where such work would not be required but for the snow or icing conditions, except that under no circumstances shall snow pay premium payments be made for work if such payments would not have been made prior to March 31, 1985.

### D. Lunch Period

Employees in the Distribution Division, whose regularly scheduled work hours are forty (40) hours a week on an eight (8) hours a day basis, will be allowed a thirty (30) minute daily lunch period within their working hours, without deduction of pay, on everyday when their actual working time exceeds six (6) hours.

# E. Payment For Work On Scheduled Day Off

An employee who is required to work on a day which is scheduled for him/her as a day off, other than one of the holidays allowed with pay, shall be allowed time and one-half for all work on such day, but shall be paid for his/her work on such day a minimum of one and one-half times his/her regular full day's pay.

Notwithstanding any other rules or working conditions, for an employee to be eligible for pay at time and one-half for working on his/her regular day off, the employee must work at least three (3) days during the week in which he/she also worked his/her regular days off. If the employee was absent on the day immediately prior to his/her regular days off, he/she must produce a doctor's certificate in order to be eligible for premium pay on his/her regular day off.

# F. Picks and Preference Status

1) The extent and method of picking jobs within a classification will, if possible, be mutually arrived at between the Division representative and Union representative of the employees in the group affected. In the event of disagreement, the decision shall be made by the Chief Distribution Officer. Such decision may be made subject to the grievance procedure where it is claimed that the decision imperils the health or safety of any employee. It is understood that any employee must be qualified for the job he/she selects and be able to meet normal production.

2) Employees will select their tours of duty, regular days off, and work location.

3) Between general picks, vacancies which occur will be filled by offering a reselection of assignment to employees within that location or by promotion.

4) Seniority status for any employee shall be based on the seniority list supplied by the Division.

5) Personnel who have been absent thirty (30) days or more and those who plan to retire will not be afforded the opportunity to pick. Any of the personnel indicated in the pick package who return to work before the pick commences and who have proof from their doctor and/or the approval of the Authority Medical Department, will be allowed to pick. Any person who is "picked over" and returns to full duty after the pick commences will be assigned to work as close as possible to the position previously picked, based on seniority, to an available vacant position.

6) Any employee who fails to report to pick and who does not submit an absentee pick form will be picked for by the Union.

7) Employees transferring to or promoted to a position in a new storeroom during the vacation year may be subject to reselection of their vacation so that it is in conformance with vacation quotas in the new storeroom, except in the event of prearranged bona-fide commitments, with Management's approval.

8) All satellite personnel are required to remain at their locations until relieved. Management will work with the Union, whenever possible, to secure appropriate relief from an overtime availability list supplied by the Union.

9) Each employee will be allotted two (2) minutes to pick. The picking times will be listed in the pick kit. No employee shall lose any money if his or her pick time falls within his or her regular tour of duty.

10) Employees picking off their tours, on vacation or on their day off, will participate on their own time.

### G. Transfers

The Operating Authority reserves the right whenever there may be an excess of employees in any storeroom to transfer and assign said excess employees to work in any other storeroom where there may be work for him/her to do in his/her title and classification. Those employees to be transferred and assigned will be the employees who have the lowest preference seniority.

An employee transferred and assigned from one storeroom to another shall be credited with his/her classification seniority for the purpose of determining his/her preference status in the storeroom to which he/she is transferred.

At any time after his/her transfer if a vacancy in his/her title occurs in the location from which he/she was transferred, the employee will be given one (1) opportunity to elect to return with the same preference status he/she would have had, had he/she not been transferred.

### H. Instructions

1) When employees are required to report for schooling or for instruction in the performance of their regular duties, they shall be allowed their regular rate of pay for all time necessarily consumed, except that when an employee, because of errors or dereliction in the performance of his/her duties, is required by order of the Operating Authority, in disciplinary proceedings to report for schooling or instruction, he/she shall receive no allowance of pay therefor. Employees attending classes voluntarily for their own benefit will do so on their own time without pay.

2) Any employee ordered to attend schooling or instructions outside of, and in addition to his/her regularly scheduled working hours on any day shall be allowed for such attendance time and one-half at his/her regular rate of pay, except that when an employee because of errors or dereliction in the performance of his/her duties, is required by the Operating Authority, in disciplinary proceedings to report for schooling or instructions, he/she shall receive no allowance or pay therefor.

I. Safety Equipment

Employees shall be provided, without cost to themselves, with such safety equipment as may be authorized by the Heads of the Departments.

The work shoe allowance for all Distribution employees (excluding clericals) shall be fifty dollars (\$50) payable annually. Work shoes must be worn during their tour of duty, and must be in conformance with the standards established by the Division.

# SECTION 6.7 -OA, REVENUE - COLLECTING AGENTS AND REVENUE PROCESSING COORDINATORS

## A. Uniforms

Collecting Agents will receive a fifty dollar (\$50.00) per year uniform cleaning allowance payable in January of each year.

### B. Work Shoe Benefit

New York City Transit will provide collecting agents with two (2) pairs of System Safety approved safety shoes (steel tip) every two years. Employees will be fitted for and pick up shoes on their own time, and employees will be expected to wear the safety shoes during work hours.

### C. Revenue Trucks

1. Surface Collecting Agents (OA) will collect Surface Revenue in both the Operating Authority and the Transit Authority using two (2) man crews.

2. The parties agree to track the impact of the reduction from three (3) Collecting Agents per truck to two (2) Collecting Agents per truck on both the safety of the agents and the protection of the Authority's assets.

3. Surface Collecting Agents (OA) will be paid at the Bus Operator rate in accordance with the appropriate pay schedules for their date of hire in the Operating Authority. For instance, a Collecting Agent (OA) hired prior to April 1, 1980 currently earning top Collecting Agent (OA) hourly rate will receive the top Bus Operator hourly rate; and a Collecting Agent hired on or after 5/15/92 currently earning the second year Collecting Agent (OA) hourly rate will receive the second year Bus Operator hourly rate.

Surface Collecting Agents (OA) will receive future wage increases at the Bus Operator rate in accordance with the appropriate pay schedule based on their date of hire in the OA.

4. Revenue trucks will be garaged on OA depots and/or at the Central Bus facility at Maspeth.

# D. Revenue Processing Coordinators

1. The salary for Revenue Processing Coordinators (RPCs) shall be increased by 3.75% retroactive to November 2, 1998. Salaries for RPCs shall be increased by subsequent wage increases negotiated by the Union for represented hourly employees.

- 2. Health and Welfare benefits for RPCs will be the same as for other TWU-represented employees and shall be provided through the Health Benefit Trust referred to in Article I of this Agreement.
- 3. RPCs will be covered by the negotiated TWU Grievance and Discipline procedures.
- 4. If RPCs are required to wear safety shoes, management will provide shoes.
- 5. Picks for RPCs shall be conducted in accordance with the following procedures which encompass the Pick Procedures Agreement reached on August 12, 1999:
  - a) RPCs will pick their tours of duty (AM or PM tours), regular days off (RDOs) and reporting location on an annual basis, unless the Chief Officer of Revenue Control and the Union Vice President agree otherwise. Jobs must be selected by facility and by tour; i.e moving between tours and/or sites is prohibited except as noted in paragraph four (4) below. The current reporting locations are at the Maspeth Coin Counting Facility (CCF) and the 34<sup>th</sup> Street High Production Encoding Machine (HPEM) operation. Future reporting locations may be altered and will be determined by Management based upon operational needs.
  - b) For pick purposes, only seniority in the title of RPC will be utilized for calculating senior to junior pick status. Job picks will be filled in seniority order (senior to junior).
  - c) It is understood that any RPC who picks a job must be qualified for the job, and must be able to meet the normal production within a period of ten (10) business days.
  - RPCs picking the CCF facility, upon receiving five (5) days notice, will be required to work at the HPEM site once every two months ("Periodic Rotation"), for a period of five (5) business days, or as scheduled by the Director of HPEM, based on RPC availability. The CCF job will be filled by the vacation relief/utility RPC. The CCF and vacation relief jobs will be noted with an asterisk (\*) on the pick, denoting the aforementioned "Periodic Rotation."
  - e) Notwithstanding the foregoing, Management reserves the right to change reporting locations, RDOs, tours of duty, and work assignments to meet the needs of NYCT Revenue Operations, with prior notification to the Union.
  - f) During the annual pick, vacation bids will also be posted and finalized.

Location	Sat.	Sun.	Mon.	Tues.	Wed.	Thur.	Fri.
Tour							
HPEM	RDO	RDO					
AM							
HPEM	RDO	RDO					
PM							
CCF	RDO	RDO					
AM*							
Vac.	RDO	RDO					
Relief*							

The Following RPC Job Bid illustrates the RPC proposed pick format

6. Except as modified above, the existing working conditions for RPCs shall continue in effect.

### ARTICLE VII - OPERATING AUTHORITY

#### SECTION 7.0 - TRAFFIC CHECKERS

#### A. Union Security

The Operating Authority will deduct from the pay of each employee who is a member of the Union, upon presentation of a dues deduction authorization card signed by the employee, the regular weekly dues for such week, payable by such employee to the Union, as from time to time certified by the President and Treasurer of the Union, as provided for in the duly adopted constitution and by-laws of the Union.

Such deductions shall be made from the pay due each employee each week. If any employee does not have sufficient pay during any week, such deductions shall be made in any following week of the same month. The amounts so deducted shall be paid by the Operating Authority to the Union within ten (10) days from the date the payroll is paid.

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

B. Grievance Procedure

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

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

1) Any grievance or complaint which an employee may have shall be presented by the employee and his/her Union representative to the employee's appropriate Deputy Superintendent within five (5) days after the grievance arose. In the event that the matter is not satisfactorily adjusted within two (2) days after the presentation to his/her appropriate Deputy Superintendent, the case must be referred, at the request of the employee's Union representative within an additional three (3) days, to the Director, Traffic Checking and Analysis or his/her designated representative. In the event that the matter is not satisfactorily adjusted with the Director, Traffic Checking and Analysis then the Union must, within three (3) days after the receipt of written notification from the Director, Traffic Checking and Analysis of his/her designee or designees. The Operating Authority's Director of Labor Relations or his/her designees shall,

within three (3) days, hold a hearing on the grievance, with due notice to the Union, and within three (3) days after such hearing is closed, the Operating Authority's Director of Labor Relations or his/her designee or designees shall deliver to the Union in writing his/her decision on the disposition of the grievance.

2) If the Union is not satisfied with the disposition of such grievance by the Operating Authority's Director of Labor Relations or his/her designee or designees, made as provided in paragraph 1), noted above, or in case there is any dispute between the parties hereto arising out of the collective bargaining agreement, then in any such case, at the written request of the party hereto desiring arbitration as herein provided, the matter shall be submitted for decision to the Impartial Arbitrator. If the requested arbitration arises from a grievance processed pursuant to paragraph 1) above, the request for arbitration shall be made within six (6) days of the receipt by the Union of the written decision of the Operating Authority's designee or designees. If the requested arbitration arises out of any other dispute between the parties arising out of the collective bargaining agreement, the request for arbitration shall be made within five (5) days after such dispute arises. The request for arbitration shall be made to the Impartial Arbitrator with a copy of the request sent to the opposing side.

3) The time limitation, as provided herein, shall in every case be exclusive of Saturdays, Sundays and holidays, and the Impartial Arbitrator shall be empowered to excuse a failure to comply with the time limitations for good cause shown.

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

In case the Impartial Arbitrator hears testimony of or proof by any special service men or investigators whose identity the Operating Authority desires should not be known, such testimony or proof shall be given before the Impartial Arbitrator with no one else present, and any records, reports or actions of the Impartial Arbitrator with reference thereto shall refer to such witnesses by number only so that their identity shall not be known. Furthermore, if there is presented to the Impartial Arbitrator for decision any matter involving theft or drunkenness of any employee, the only question to be determined by the Impartial Arbitrator in any such case shall be with respect to the fact of such theft or drunkenness as the case may be, and in case the fact of theft or drunkenness is found by the Impartial Arbitrator, then the action by the Operating Authority, based thereon, shall be affirmed and sustained by the Impartial Arbitrator.

The Impartial Arbitrator to serve as such from June, 2001 to December 15, 2002, shall be Richard Adelman, who has been selected by the parties to this Agreement.

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

# C. Disciplinary Procedure

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

No entry of a warning or reprimand shall be made in the record of any employee until after such employee has been afforded an opportunity to appear and be heard, accompanied by a representative of his/her Union.

If an employee is suspended, then he/she shall be given a hearing before his/her Deputy Superintendent, as defined in the Grievance Procedure, within twenty-four (24) hours after his/her suspension (in case the suspension is on Saturday, Sunday or a holiday, such hearing to be within forty-eight (48) hours), at which hearing a representative of his/her Union may be present, and notice (which may be by telephone) of such hearing shall be given to such employee and the Union at least six (6) hours before such hearing.

The Director, Traffic Checking and Analysis or his/her designee may hold disciplinary hearings, however, he/she may not award any penalty in excess of final warning.

Disciplinary penalties may be imposed at any Step of the disciplinary procedure. However, where the penalty is to be imposed at either Step I of Step II, such action may be taken only after the person imposing the discipline consults with the Director of Labor Relations or his/her designee.

If a penalty is imposed at Step I, the Union may bypass the Step II hearing and appeal directly to Step III. In such cases or where the penalty is imposed at Step II, a Step III hearing shall be scheduled to be heard within five (5) days after the Director of Labor Relations receives written notice of the appeal from the Union and a decision shall be rendered within seventy-two (72) hours after the close of the Step III hearing. If the Union appeals the Step III decision where the penalty has been imposed, such appeal shall be heard at the next scheduled arbitration hearing date. The Operating Authority and the Union shall make a joint request to the Arbitrator for an expedited award in such cases.

The Impartial Arbitrator to serve as such until December 15, 2002 shall be William J. Dougherty, Esq. who has been selected by the parties to this Agreement.

#### D. MaBSTOA Probation

Employees will be subject to a six (6) month probationary period. Probationary rules and regulations governing Transit Authority employees will apply with the exception of termination for medical reasons. There will be a three (3) step review process; the first after thirty (30) days, the second after ninety (90) days, and the third after one hundred fifty (150) days. If the probationer's performance is unsatisfactory, he/she must be counseled by his/her Deputy Superintendent or his/her designee or the Department Head or designee where applicable in the presence of the probationer's Union representative.

A notation of the counseling session will be made on the review form. The probationary period may be extended by mutual consent. A probationary employee dismissed pursuant to this process or at any time during the probationary period for serious infractions may not appeal such action under the grievance and arbitration provisions of this Agreement.

E. Wages

1) The hourly wage rates for Traffic Checkers shall be the following:

Effective October 31, 1996, the hourly rate will continue to be \$10.5450.

Effective November 1, 1998, the hourly rate will be \$10.9404.

2) Night Differential

Effective May, 1, 1993 night differential shall be paid at a rate of .26¢ per hour for hours worked beginning at 9 P.M. on one day and ending at 5 A.M. on the next succeeding day. This differential shall apply seven (7) days a week.

3) Prequalification Training

Employees who are hired in entry level jobs, on or after October 31, 1996, shall be paid at the applicable national minimum wage for the established training period agreed upon by the parties, for up to five (5) work days. Upon completion of their first full week of employment, they will begin on the hiring scale wage progression as set forth in Appendices A and B to this agreement. However, nothing in this agreement shall limit management's right to establish different periods for training.

4) PES Group

Effective December 28, 1998, Traffic Checkers working in the Passenger Environmental Survey (PES) group will be paid a \$0.50 per hour differential for all hours actually worked in the PES group.

Management shall have the right to select those Traffic Checkers for the PES group who management believes will most likely be successful in the group. The selection will be based upon the employees work history at Transit; i.e. disciplinary and leave records.

The above differential will also be paid during the initial training period.

# F. Overtime

l. Any employee required to work in excess of eight (8) working hours on any day or forty (40) hours in any week will be entitled to pay at one and one-half times his/her regular rate of pay.

### G. Vacations

1) Effective April 1, 1988, each of the employees to whom this Section applies, who are continuously in the employ of the Operating Authority following the April 1, 1988 effective date, for the periods indicated below, not more than once in each calendar year, shall receive a vacation with pay as follows:

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

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

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

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

2) For all employees, the amount of vacation allotment in weeks or days will be computed on the basis of the time and duration of employment prior to the beginning of the vacation year.

The vacation year shall be the calendar year.

3) Vacation pay for each employee shall be computed as follows:

For each week of vacation, each employee shall receive one fifty-second (1/52) of his/her total earnings for the year prior to his/her vacation. The total yearly earnings for each employee shall be based upon the sum of his/her gross earnings as shown on Social Security reports in the four (4) quarters which precede by thirty (30) days or more the first day of his/her vacation.

4) The Operating Authority shall have the right to schedule vacations, so that it will have ample personnel in each of the departments to meet its requirements. Employees shall be given

adequate notice of the vacation period. Subject to the foregoing, seniority shall be followed in picking vacation.

5) The annual vacation allowance will not be accruable and will not be carried over from one year to another except upon the approval of the Operating Authority, however, when an employee is hospitalized during vacation, the employee will be permitted to carry-over such vacation to the following vacation year, not to exceed the number of days of hospitalization during the scheduled vacation period.

6) Terminal vacation with pay shall be allowed an employee, in addition to any vacation due him/her under paragraph 1) of this subsection:

a. Where the employee's services are terminated or suspended through no fault of his/her own, or because of his/her induction into the Armed Forces of the United States; or,

b. Where the employee, who is resigning or retiring of his/her own volition and not because of, or in anticipation of disciplinary action against him/her, shall, prior to separation from service, make a request therefor; or,

c. Who dies.

However, no vacation/terminal vacation will be due an employee if the employee resigns or is terminated prior to the completion of his probationary period.

Terminal vacation shall be computed as follows:

i) To an employee who has completed his/her probationary period, and who at the beginning of the vacation year in which he/she leaves the employ of the Operating Authority, will not have completed three (3) years of services: One (1) four (4) hour day for each complete calendar month worked in that vacation year prior to the date of separation, but not exceeding two (2) weeks.

ii) To an employee who, at the beginning of the vacation year in which he/she leaves the employ of the Operating Authority, had completed three (3) years of service but had not completed fifteen (15) years of service: Two (2) four (4) hour days for each complete calendar month worked in that vacation year prior to the date of separation, but not exceeding four (4) weeks.

iii) To an employee who, at the beginning of the vacation year in which he/she leaves the employ of the Operating Authority, had completed fifteen (15) years of service or more: Two and one-half (2 1/2) four (4) hour days for each complete calendar month worked in that vacation year prior to the date of separation, but not exceeding five (5) weeks.

No additional vacation allowance or terminal vacation shall accrue to an employee for the period of such terminal vacation. No terminal vacation shall be granted for sick leave with pay or vacation used immediately prior to any terminal vacation granted under this subsection. 7) Terminal vacation shall be paid on the basis of four (4) hours per day. No holiday pay shall be granted for any of the stated holidays provided under Section 7.0 H. which may fall within the period of such terminal vacation. An employee who has not worked during a vacation year shall not receive any terminal vacation if he/she is separated from the service during such year. The allowance of such terminal vacation shall be conditioned, however, upon an agreement by the employee to whom it is granted that should he/she return to the service of the Operating Authority before the end of the following vacation year, the number of terminal vacation days so allowed to him/her, shall be deducted from any vacation he/she may be entitled to take in such following year after returning.

8) An employee who is away on leave of absence will not be granted any vacation allowance during the continuance of such leave. He/she must be in active service immediately preceding the period for which he/she is granted a vacation. In the event, however, that an employee is taken sick and on that account stops work before he/she has had his/her vacation for the vacation year in which the illness commences, he/she may elect, subject to approval by the Head of his/her Department, to take such current vacation as may be due him/her. When a leave of absence, due to illness, begins in one vacation year and extends into the next succeeding vacation year, an employee may, subject to approval by the Head of his/her Department, elect to take the vacation due him/her in the succeeding calendar year, provided he/she has not been absent more than one (1) year. However, such election under this subsection 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.

9) 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.

#### H. Holidays

Effective April 1, 1988, to the extent that it may be practicable, Traffic Checkers, in service thirty (30) days or more, will be released from work without loss of pay on the following holidays; New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the employee's birthday, except that new employees shall not be entitled to the birthday holiday until after the completion of one (1) year of service.

The dates of observance for holidays in 2000, 2001 and 2002 are specified in Appendix F.

1) Each of the employees to whom this Section applies, who is not assigned to duty on a holiday listed above, shall receive four (4) hours pay at their current rate of pay.

2) Employees assigned to work on any of such holidays will perform such assignments and will receive straight time for such assignment and, in addition, shall receive four (4) hours pay.

3) Employees who are assigned to duty on any of the foregoing holidays and who do not report for duty will not be paid for such holiday.

4) None of the foregoing provisions in this subsection shall be applicable in respect to any of the stated holidays to any employee who may have been continuously absent from duty for thirty (30) days or more, except for absence during paid vacation immediately preceding such holiday. An employee who has performed no work for the Operating Authority during a period of thirty (30) days or more, except for absence during paid vacation immediately preceding a holiday, shall not receive any pay for the holiday or be allowed another day off in lieu thereof.

5) Employees who are on leave of absence or who are on the Inactive List will not be paid for holidays occurring during their period of absence.

6) An employee shall not receive wages for a paid holiday unless he/she reports for work on his/her last scheduled work day before the holiday and the first scheduled work day after the holiday, except when prevented by proven illness or death in the immediate family.

7) When a contract holiday falls within an employee's vacation period, or in the event an employee's birthday coincides with any other holiday herein, such employee shall receive holiday pay for that day, computed as provided for elsewhere in this subsection.

8) An employee who is required to work on a paid holiday at a time when he/she does not have three (3) unused AVA days (Additional Vacation Allowance) to his/her credit may elect to be paid for work on the holiday only what he/she would receive therefor if it were performed on one of his/her regular working days, and instead of receiving additional pay therefor, be credited with an AVA day entitling him/her to another day off with pay at four (4) hours pay in lieu of the holiday. The provisions of this paragraph shall not be applicable to any employee who is required to work on Lincoln's Birthday.

To make such election, he/she must give notice thereof in writing to his/her superior in advance of the holiday.

He/she shall not be allowed to make such election more than three (3) times in any one (1) calendar year or at a time when he/she already has three (3) AVA days to his/her credit.

The particular day on which he/she is to be released from work to make use of any AVA credit must be agreed upon in advance by his/her superior.

The employee shall have the option of requesting and obtaining four (4) hours pay in cash at his/her regular straight time rate for any AVA days he/she has accumulated. Such request shall be made on a form prepared by the Operating Authority for that purpose.

Despite the fact that the letters "AVA" stand for the words "Additional Vacation Allowance," the so-called AVA days shall in no event be added to vacations or used in a group as a vacation period.

9) The Operating Authority shall grant each January 1, a personal leave day to all employees, on condition that the Operating Authority may limit the number of employees who may be off from work on any one day. The Operating Authority may issue reasonable regulations regarding the use of such personal leave day. However, new employees shall not receive a personal leave day until the January 1st following the completion of one (1) year of service.

## I. Sick Leave

1) Effective July 1, 1994, subject to the limitations hereinafter set forth, or otherwise contained in this Agreement, each employee employed prior to July 1, 1994, shall accrue the right to five (5) days sick pay during each contract year. Those employed between June 30, 1994 and August 1, 1995 shall accrue such right during the second contract year. Those employed between July 31, 1995 and August 31, 1996 shall accrue such right during the third year of the contract. Available sick leave days unused during the first or second year of the contract shall accrue and be available during the second or third year.

2) To qualify for sick pay, the employee must be unable to work because of illness. The definition of illness shall be uniform with the definition of illness in the Transit Authority.

3) A day's sick pay shall consist of four (4) hours at the employee's regular rate of pay.

4) Sick pay will be payable beginning the first day of illness. Doctor's lines will not be required for absences of two (2) days or less. Abuse of sick leave will not be tolerated. A pattern of sick leave where a person on two (2) occasions during any twelve (12) month period takes off sick immediately before or after an RDO will be considered abuse. In addition, it is agreed that if, during the term of this Agreement, the MaBSTOA-wide per employee average of sick day absence exceeds five (5) days absent per year, the sick leave provisions will revert to those in the 1978 Agreement and will be renegotiated.

5) For the purpose of the rules contained in this subsection, an employee shall not be deemed to have been in the service of the Operating Authority during a period of leave of absence without pay except where such leave of absence shall have been for ordered military duty.

6) Sick leave shall not run concurrently with vacation and will not be granted in respect to any of the ten (10) holidays or in respect to any day which is the employee's regular day off.

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

8) 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 Operating 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 Operating Authority through the applicant's appropriate superior. 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 Operating Authority, and upon a form to be furnished by the Operating Authority, setting forth the nature of the employee's illness and certifying that by reason of such illness the employee was unable to perform his/her duties for the period of the absence. This rule will not in any way relieve the employee from complying with paragraphs 4), 10) and 11) of this subsection.

9) To be entitled to sick leave for any day on which he/she is absent from work because of illness, an employee, except where it is impossible to do so, must at least two (2) hours 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 a scheduled tour of duty, and he/she shall not be entitled to pay for any subsequent tour of duty from which he/she absents himself/herself unless at some time, not less than one (1) hour prior to the commencement of such tour of duty, he/she shall have caused such notice to be given. The failure to cause notice to be given as herein provided shall not be excused unless the Operating Authority is convinced that special circumstances permitted.

10) If a representative of the Operating 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.

11) When an employee is out sick and is visited by a doctor of the Operating Authority who finds the employee able to work, there will be no deduction made for that day in the current pay period but the Operating Authority may deny payment after review and deduct pay for such day in a subsequent pay period.

12) An employee who is found to be in violation of the rules contained in this subsection 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, persistent infractions, or a fraudulent claim for sick leave, may result in dismissal from the service.

13) 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 subsection.

14) 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 Operating Authority.

15) No sick leave with pay will be granted for less than one-quarter of a day at a time. In the event that a paid absence of less than one full day is to be charged against unused sick leave allowances the following table of computation shall be used:

One-fourth (1/4) of a day if he/she was on duty more than 3 hours on the day during which his/her services were interrupted by illness;

One-half (1/2) of a day if he/she was on duty as much as 2 hours, but not more than 3 hours on such day;

Three-fourths (3/4) of a day if he/she was on duty as much as l hour; but not more than 2 hours on such day;

One (l) full day if he/she was on duty less than l hour on such day.

If his/her work schedule on such day includes a paid meal period and he/she works all of that part of his/her tour of duty which precedes his/her schedule meal period, or all of that part of his/her tour of duty which follows his/her scheduled meal period, the meal period will be treated as time on duty in determining the charge to be made against his/her sick leave allowance.

J. Health Benefit Trust

Qualified part-time employees are defined as those employees who are in the active employ of the Operating Authority and who have worked in excess of sixty (60) hours in the monthly period.

Contributions to the Health Benefit Trust will not be made in behalf of an employee who has worked less then sixty (60) hours in a month.

Effective October 31, 1996, the Operating Authority's mandated defined contributions made to the Welfare Benefit Trust for Traffic Checkers, referred to in Section 1.11 of the collective

bargaining agreement will be eliminated. The Authority agrees to provide sufficient funds to the Welfare Benefit Trust to maintain the current level of benefits through December 15, 1999. The parties agree that the Welfare Benefit Trust Fund shall maintain current benefits through December 15, 1999. As a result there shall be no requirement that the Welfare Benefit Trust maintain reserves or a fund balance during the term of this Agreement. At any time during the term of this Agreement, Welfare Benefit Trust reserves or fund balances or the like, including any funds associated with the 25/55 program, may be accessed for expenses by the Welfare Benefit Trust, in the event the Authorities do not make contributions. Funds sufficient to pay claims incurred but not yet reported, as that term is understood by the principals, shall continue to be set aside.

After December 15, 1999, the Authorities will recommence making monthly defined benefit contributions to the Welfare Benefit Trust Fund. The defined contribution shall be fifty percent (50%) of the rate set forth in Article I of this Agreement.

## K. Picks

All newly hired employees, after completion of training, will be assigned to the General Field Traffic Checking Force. Scheduling, Data Tabulation and Environmental Survey groups will be frozen and not subject to picking. Vacancies, however will be posted for selection. Either party may request a review of the frozen status of the three (3) groups after one (1) year. If the parties can not resolve these issue of job preference expression for the three (3) frozen groups, the issue may be submitted to arbitration.

An employee selecting a position in any special work group including the three (3) frozen groups will be subject to reassignment to the General Traffic Checking Force at any time within the first thirty (30) working days in the that special work group, given bona fide reasons for such reassignment which will be demonstrated to the union.

Nothing in these provisions is intended to permit incumbents in the Scheduling, Data Tabulation and Environmental Survey groups to be "bumped" by other Traffic Checkers with greater seniority in the title of Traffic Checker. These provisions apply only to the filling of vacancies as they occur.

At least twice each year, all Traffic Checkers in the General Traffic Checking Field Force and special work groups which are not frozen will have the right to select their RDO's and hours they will be available for work. This selection of days and hours of availability will be used by management to determine Traffic Checker assignments. As a regular practice, no Traffic Checker will be assigned to work during any days or hours when he/she indicates that he/she is unavailable to work. The selection process will permit Traffic Checkers to select at least two (2) consecutive RDO's. For newly-hired Traffic Checkers, days and hours of availability will be assigned until the next general selection of days and hours of availability by all Checkers.

Within any special work groups, the days and hours of availability will be specified at the time when the position is offered for selection. In selecting to work in any special work group, the

Checkers agrees to be available during the hours and days specified. The specification of hours and days of availability for positions in any special work group will provide for two (2) consecutive RDO's per week.

Management may limit the number of Checkers within the General Traffic Checking Field Force who can elect to be unavailable to work during any day and/or hours. If it exercises this right, the Checker who are permitted to choose to be unavailable for work during those days and hours shall be those assigned to that group with greatest seniority in the title of Traffic Checkers. This right to limit the number of Checkers who are unavailable to work during certain days and/or hours may be exercised during all or part of the time period when the then current preference is in effect.

The number of persons assigned to any special work group may vary, as Management determines. If the number of such assignments decreases, Checkers will be reassigned from the special work group to the General Traffic Checking Field Force in reverse seniority order. Any Checkers so reassigned will retain the same hours of availability and RDO's which he/she had in the special work group until the next general selection of days and hours of availability by all Checkers.

Once a Checker has selected work in any special work group, he/she may not select reassignment to either the General Field Traffic Checking Force or to another special work group until at least the time of the next general selection of days and hours of availability by all Checkers. If a Checker elects to be reassigned from any special work group to the General Traffic Checking Field Force at a time other than when days and hours of availability are selected, his/her days and hours of availability will be as assigned until the next general selection of days and hours of availability.

### L. Medical Examinations Outside Tour of Duty

Three and one half (3.5) hours pay shall be allowed to a Traffic Checker who is sent to Medical outside of his/her tour of duty. However, no such payment will be made for return to work physicals.

## M. Lunch Period

Traffic Checkers will be granted a paid lunch period of thirty (30) minutes on every day when their actual working time exceeds six (6) hours.

### N. Leave of Absence for Death in Family

At the time of death in an employee's immediate family, he/she shall, upon submitting evidence satisfactory to the department head, be granted a one (1) day leave of absence with pay for four (4) hours. Such leave shall not changed to any other allowances, such as vacation or holiday. "Immediate family" is defined for this purpose as spouse: natural, foster, step parent, child, brother, sister, mother-in-law, father-in-law, natural grandparent, and any person residing in the household. "Any person

residing in the household" is to be interpreted as meaning a person related by family ties with permanent residence in the household.

O. 1992 Miscellaneous Agreements

1) On occasions where a checking program is in multiple boroughs on the same day, every reasonable effort will be made to assign the employee to the borough in which he/she lives. Union will have the option to review and discuss assignments with management prior to implementation.

2) Where promotions are to be made from the Traffic Checkers ranks, the Authority will take Traffic Checker seniority and qualifications into account.

3) Employees shall pick up their assignment for the following work week and their paychecks between 5:00 p.m. on Wednesday until 5:00 p.m. on Friday.

P. 1996 Miscellaneous Agreements

The parties have agreed that the following provisions pertaining to OA Traffic Checkers shall be in effect during the life of the 1996-1999 agreement.

1) New York City Transit will continue the pilot program involving a third Traffic Checker pick. Either party can choose to terminate the pilot project through notification in writing to the other.

2) New York City Transit will make a good faith effort to include listing "landmarks" or identifying specific areas for Traffic Checkers to position themselves at assigned locations on assignment sheets.

3) The frozen Scheduling group will remain open and subject to picking at annual General picks. All other provisions covering the Scheduling group shall remain in effect.

## ARTICLE VIII- OFFICE OF CENTRALIZED ELECTRONICS SHOP SERVICES (TA/OA)

1. The Electronic Shop shall be operated as a consolidated/commingled central Bus and Subway electronic repair facility to be established at Woodside or any subsequent future site to be determined by the needs of the Authorities. In the event a location change does occur, the Authorities will endeavor to work with the Union to find a suitable site to address the needs of the Authorities and its employees at the time.

2. For the start up of the Electronic Shop only, the Authorities will identify the number of positions in the Divisions of Car Equipment, Communications, Revenue and Power necessary for the startup of the Electronic Shop. The Authorities will fill the positions by allowing employees holding the REM II, EEM and PEM titles in the above mentioned divisions the right to exercise their seniority for those positions.

3. After the start-up of the Electronic Shop, when vacancies occur candidates shall be selected to work in the Electronic Shop based on experience, resumes and an interview process. Positions at the shop shall be open to all employees where the employee can verify prior experience or training in electronics, subject to management's review and approval. When the new title described in paragraph J below is established in those instances where skills and experience are equivalent, the Authorities will give preference to internal candidates prior to hiring external candidates.

4. Once the Electronic Shop is started, maintainers in the shop shall be assigned to perform any electronic work in the electronic shop regardless of the title they hold. Such universal assignments are intended to allow for maximum flexibility in utilizing labor assigned to the Electronic shop.

5. Once the employees have elected to work in the Electronic Shop, pursuant to paragraph 2 above, the employees will be provided, to the extent necessary as determined by management, appropriate training to perform their new functions. Employees who are unable to satisfactorily complete the required training will not be allowed to work at the Electronic Shop. The Authorities will, in consultation with the Union, place the employees in positions for which they qualify, without any loss to his/her hourly rate of the permanent title held prior to the assignment to the Central Electronic Shop. The reassignment will not be subject review through the contractual grievance procedure.

6. All employees electing to work in the Electronic Shop will be locked into the assignment for two years. If at the end of two years, no new title has been established pursuant to paragraph J below or if the employee's title has not been changed to such new title, the employee may pick out of the shop.

7. Operations Support Division - Central Electronics Shop

A. Hours and Days of Work

1. The basic number of hours per week to be worked by regularly assigned employees shall not exceed forty (40) hours. The basic day's work for regularly assigned employees shall be as scheduled by their superiors subject to approval by the Authorities, but shall not exceed eight (8) hours per day.

2. Two (2) consecutive days rest, without pay, during the calendar week shall be allowed each employee, except in emergency or when service requirements prevent it.

3. Employees governed by this agreement will report to the Woodside Centralized Electronics Shop or subsequent location as described in paragraph one of this agreement, to perform electronic repairs. In those instances where the repair work cannot be transported in to the shop and the work is deemed to be beyond the capacity of the field forces thereby requiring the services of the shop personnel or where the technical expertise is needed in the field, then the Authorities have the right to assign employees to report to another location. Before requiring an employee to report to a different location, management would work with the union to seek a volunteer for such an assignment taking into consideration qualifications and time frames.

B. Lunch Period

Employees who are not required to eat lunch on the job will be thirty (30) minute lunch period within their working hours and without deduction of pay on every day when their actual working time exceeds six (6) hours. This lunch period shall be given at sometime after the commencement of the third hour of work.

If an employee is working outside of the shop and is prevented, through no fault of his/her own, form having at least 20 minutes for lunch after the commencement of the third hour of work, he/she will be allowed one-half hour's extra pay at this/her regular rate providing the loss of lunch time is approved by management.

## C. Overtime

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

2. Management will attempt to spread overtime fairly among employees consistent with Section 1.12 of the Collective Bargaining Agreement.

3. The earnings cap for employees in the shop shall be \$74,959 over a rolling twelve (12) month period. This earning cap shall be correspondingly increased by negotiated wage increases.

D. Payment for Work on Regular Day Off

An employee who is required to work on a day which is scheduled for him/her as a day off, other than one of the holidays allowed with pay, shall be allowed time and one-half for all work on such day, but shall be paid for his/her work on such day a minimum of one and one-half times his/her regular day's pay.

An employee's day off will commence eight (8) hours after the time scheduled for the completion of his/her last previous tour of duty.

Notwithstanding any other rules or working conditions, for an employee to be eligible for pay at time and one-half for working on his/her regular day off, the employee must work at least three (3) days during the week in which he/she also worked on his/her regular days off, [and] he/she must produce a doctor's certification in order to be eligible for premium pay on his/her regular day off.

E. Change of Shift

If an employee's schedule of working hours is changed on less than 36 hours notice, he/she will be paid at the rate of time and one-half for time worked on the changed shift for 3 subsequent work days after notice was given.

F. Safety Equipment

Employees shall be provided, without cost to themselves, with such safety equipment as required and authorized by the head of the department, subject to the approval of the Authorities.

G. Tools

Employees shall be provided without cost to themselves such tools as required and authorized by the head of the department, subject to the approval of the Authorities.

H. Instructions

Any employee ordered to attend schooling or instructions outside of, and in addition to, his/her regularly scheduled working hours on any day shall be allowed for such attendance, his/her regular rate of pay, i.e. straight time, except that when an employee, because of errors or dereliction in the performance of his/her duties, is required by the Authorities, in a disciplinary proceeding, to report for school or instructions, he/she shall receive no allowance of pay therefor.

I. Preferences

A periodic expression of preference RDOs will take place. If more than one shift is added to the shop, an expression of preference for shift will also take place at that time.

Management will make every effort to allow employees to have one day off on weekends.

The frequency of such a preference selection will be determined by management after consultation with the Union.

Employees covered by this agreement working in the Electronic Shop at the time the title is established will be grandfathered into the new title. Once the new title is established and employees are placed in the title, assignments are permanent. Employees will not be able to pick out of the Electronic Shop.

J. Subject to NYC Department of Citywide Administrative Services approval, the Authorities will establish a new non-competitive class title. Once this Agreement is executed, the Transit Authority and the Union will jointly petition the NYC Department of Citywide Administrative Services to establish the new non-competitive class title with the intention that the new title would be established within one year but not later than two years from the date the Agreement is executed. The qualifications for this title will focus on prior to work experience in electronics, training in electronics and satisfactory performance in an interview process. The rate of pay for the new title shall be equal to the Power Electronic Maintainer title. Employees covered by this agreement working in the Electronic Shop at the time the title is established will be grandfathered into the new title. Once the new title is established and employees are placed in the title, assignments are permanent. Employees will not be able to pick out of the Electronic Shop or be returned to former titles.

K. REM Is working in the machine shop will be grandfathered under the Consolidated Electronic Shop Agreement except that:

1) Existing REM Is will be given a one-time opportunity to pick out of the Shop, and vacancies created as a result thereof will be filled through canvass of existing REM Is.

2) Thereafter, all other terms of the Consolidated Electronic Shop Agreement shall apply.

L. Employees may use ten (10) days of their annual vacation in single days subject to departmental regulations.

M. A differential of \$1.90 per hour shall be paid to maintainers working in the consolidated Electronic Shop subject to the following conditions:

- 1 The differential will be paid for hours worked and for vacation days. The differential will not be paid for any other paid or unpaid absences.
- 2. Employees who actually work on holidays will receive one dollar and ninety cents (\$1.90) differential for each hour worked. This is in addition to the holiday differential referenced in 2.5 of this Agreement.
- 3. Pay for cashing-in single day vacations will include the \$1.90 per hour differential.
- 4. The amount of the differential will not be paid at a time and one-half rate.
- 5. The differential will only be paid to employees after they have been physically relocated to the central facility.
- 6. The differential will not be compounded for the purposes of calculating future wage increases.
- 7. Night shift differential shall only be paid for work performed between the hours of 6:00 p.m. and 6:00 a.m.

It is understood by the parties that the \$1.90 per hour differential described above will apply to the Electronic Shop maintainer jobs unless and until otherwise agreed to by both parties and that changes in related duties, changes in location of shops, additional shop locations, etc., will not result in additional increases.

N. In-house productivity standards competitive with the electronic industry will be established by management and implemented in the Electronic Shop. It is understood that neither party waives any of its rights under Section 1.13 of the collective bargaining agreement.

O. In the event shortfalls in meeting the new set of productivity standards are tied to any individual's performance, Management has the right to reassign the individual(s) to areas where vacancies exist without encumbering the pick rights of others. Union and Management will coordinate in reassigning the individual preference where feasible. If an employee is found to be not performing up to the established standards, and is reassigned by management, the decision will not be reviewed throughout the grievance procedure.

Employees hired externally and who do not have a permanent civil service title, after a new title is established, and who do not perform to the established standards may be terminated. The Union reserves the right to grieve these situations. P. The performance of the work completed at the Electronic Shop will be measured and monitored by the Electronic Shop personnel and they will keep the Union advised of results. The Union will be routinely briefed on productivity shortfalls or gains. As productivity and goals are achieve, the Authorities and the Union will cooperate to maintain an industry-competitive level to attract more in-house work.

Q. No other working conditions, not provided for explicitly in this section, shall apply to the Electronics shop.

8. Alternate Work Week Pilot

a.) The Office of Centralized Electronic Shop Services and the Transport Workers Union agree to establish a committee which will make a good faith effort to establish, within the term of this agreement, a program initiating an alternate work week. Such an alternate work week may consist of four (4) days at ten (10) hours per day. The Labor Management committee will identify and agree to modifications of those existing working conditions which will be affected by the alternate work week program, including but not limited to leave accrual, leave usage, overtime pay and regular days off. Prior to initiating such work program, there must be a Stipulation of Agreement between NYC Transit and the Union.

b) The pilot will be in effect for a minimum of one year. Either party can choose to terminate the program through written notification to the other. Such notice of termination must be made at least thirty (30) days prior to the end of the minimum one year period above-referenced. Termination of the pilot will be effective until the minimum one year period has expired. Among the criteria to be considered in determining whether the pilot is continued are the impact the pilot program has had on employee availability, overtime, and productivity.

c) All disputes arising out of the interpretation of the Stipulation of Agreement referenced in subparagraph (a) above, and all disputes arising out of the application of the work rules within the pilot program will be resolved through discussion between the Union Vice President and the Vice President of Centralized Electronic Shop Services. In the event that the Parties fail to resolve disputes in this manner, the pilot program will terminate in accordance with the procedure contained within subparagraph (b) above.

#### ARTICLE IX - CONCLUSION

#### **SECTION 9.0 - CONCLUSION**

The parties have, by mutual agreement, in writing this Agreement consolidated, edited, deleted from, rewritten and rephrased for clarity the 1982 arbitration panel award, 1980 and 1978 Agreements and the letters appended thereto, relevant Sections of Part III of the Rules and Regulations and the appropriate schedules of working conditions as well as the 1985 Agreement, the April 29, 1988 Memorandum of Understanding, the May 29, 1992 Memorandum of Understanding, the July 27, 1994 Memorandum of Understanding, the September 18, 1996 Memorandum of Understanding, the December 15, 1999 Memorandum of Understanding and the miscellaneous agreements attached hereto as Appendix G and H.

Every effort has been made to preserve the intent and meaning of the original documents except as changed in collective bargaining. In the event of any subsequent dispute over the interpretation or application of any such edited or rewritten provision, the intent of the original language of the provision shall be controlling.

Except as otherwise herein provided, this Agreement, and each of its provisions, provided they are not in violation of law as determined by a court of competent jurisdiction, shall be effective as of March 1, 2000 except as to provisions made effective at a later date by the Memorandum of Understanding, and shall continue in full force and effect until December 15, 2002.

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

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

# **APPENDIX A**

### HOURLY RATES OF PAY - HOURLY RATED EMPLOYEES (APPOINTED PRIOR TO 4/1/1980)

		12/15/1999	2/29/2000	12/15/2000	12/15/2001
Title (code)		\$	\$	\$	\$
Bus Operator					
(141,325,326;266,608,609)	Entrance	19.5950	19.5950	20.1825	20.9900
for Permanents	After 6 months	20.4450	20.4450	21.0575	21.9000
	After 12 months	21.3675	21.3675	22.0075	22.8875
for Provisionals	Entrance	19.1450	19.1450	19.7200	20.5100
	After 6 months	19.5950	19.5950	20.1825	20.9900
Cleaner (339,389;217,219)	Entrance	17.7125	17.7125	18.2450	18.9750
for Permanents	2nd Year	18.1050	18.1050	18.6475	19.3925
		10.1000	10.1000	10.0170	10.0020
for Provisionals	Entrance	17.2550	17.2550	17.7725	18.4825
Collecting Agent (405,967;258)	Entrance	19.4900	19.4900	20.0750	20.8775
	2nd Year	20.3175	20.3175	20.9275	21.7650
Conductor (412,413)		10 5105	40 5405	40.0075	40.0000
for Permanents and	Entrance	18.5125	18.5125	19.0675	19.8300
Provisional Promotees	2nd Year	19.8350	19.8350	20.4300	21.2475
for Provisional Appointees	Entrance	18.0700	18.0700	18.6125	19.3575
Conductor-in-Charge,					
Freight Trains (411)	Entrance & Max	20.6175	20.6175	21.2350	22.0850
Electronic Specialist (270;372)	Entrance	21.7350	21.7350	22.3875	23.2825
for Permanents	2nd Year	22.2425	22.2425	22.9100	23.8275
	3rd Year	22.6825	22.6825	23.3625	24.2975
	4th Year	23.5550	23.5550	24.2625	25.2325
for Provisionals	Entrance	21.3175	21.3175	21.9575	22.8350
Helper/Helper P&E (448)	Entrance	18.7975	18.7975	19.3625	20.1375
	2nd Year	19.2275	19.2275	19.8050	20.5975
	<b>–</b> (	00.070-	04 0 - 05	00.007-	
Inspector, Car (255,341)	Entrance	20.9500	21.9500	22.6075	23.5125
for Permanents	2nd Year	21.4225	22.4225	23.0950	24.0200
	3rd Year	21.8425	22.8425	23.5275	24.4675
	4th Year	22.7350	23.7350	24.4475	25.4250
for Provisionals	Entrance	20.5600	21.5600	22.2075	23.0950

Inspector, Road Car (734)

for Permanents and					
Provisional Promotees	Entrance & Max	23.3525	24.3525	25.0825	26.0850
for Provisional Appointees	Entrance	22.9050	23.9050	24.6225	25.6075
Maintainer Airbrake (071), Car "A" (349), "B" (350), "C" (351), "E" (353), "F" (354) Mechanical "C" (637) * Note A*	), Entrance	20.9500	21.9500	22.6075	23.5125
for Permanents	2nd Year	21.4225	22.4225	23.0950	24.0200
	3rd Year	21.8425	22.8425	23.5275	24.4675
	4th Year	22.7350	23.7350	24.4475	25.4250
for Provisionals	Entrance	20.5600	21.5600	22.2075	23.0950
Maintainer Bus "A" (320), "B" (321), "B" El Tech (32 Body (101), Chassis (100), Light (606), Mechanical "B" (636), "C" (637) * Note I Plant & Equipment (106) *Note C*, Structure "A" (815), "B" (816), "C" (817) "D" (818), "E" (819), "F" (820), "G" (821 "H" (839), Telephone (906), Telephone Cable (904), Track Equipment (884),	B *,				
Turnstile (932), Vent & Drain (944)	Entrance	20.9500	20.9500	21.5775	22.4400
for Permanents	2nd Year	21.4225	21.4225	22.0650	22.9475
	3rd Year	21.8425	21.8425	22.4975	23.3975
	4th Year	22.7350	22.7350	23.4175	24.3550
for Provisionals	Entrance	20.5600	20.5600	21.1775	22.0250
Maintainer					
Circuit Breaker (388)	Entrance	21.1450	21.1450	21.7800	22.6500
Power Distribution (683)	2nd Year	21.6400	21.6400	22.2900	23.1825
for Permanents	3rd Year	22.0650	22.0650	22.7275	23.6375
	4th Year	22.9050	22.9050	23.5925	24.5350
for Provisionals	Entrance	20.7325	20.7325	21.3550	22.2100
Maintainer					
Electronic Equipment (441;103)	Entrance & Max	23.4725	23.4725	24.1775	25.1450
Maintainer					
Power "B" (687), Signal (791)	Entrance	21.6400	21.6400	22.2900	23.1825
for Permanents	2nd Year	22.0650	22.0650	22.7275	23.6375
	3rd Year	22.4875	22.4875	23.1625	24.0900
	4th Year	22.9050	22.9050	23.5925	24.5350
for Provisionals	Entrance	21.1450	21.1450	21.7800	22.6500

Maintainer					
Power Cable (681)	Entrance	21.6400	21.6400	22.2900	23.1825
for Permanents	2nd Year	22.0650	22.0650	22.7275	23.6375
	3rd Year	22.4875	22.4875	23.1625	24.0900
	4th Year	23.3525	23.3525	24.0525	25.0150
for Provisionals	Entrance	21.1450	21.1450	21.7800	22.6500
Maintainer					
Power Electronic (686)	Entrance	21.7350	21.7350	22.3875	23.2825
for Permanents	2nd Year	22.2425	22.2425	22.9100	23.8275
	3rd Year	22.6825	22.6825	23.3625	24.2975
	4th Year	23.5550	23.5550	24.2625	25.2325
for Provisionals	Entrance	21.3175	21.3175	21.9575	22.8350
Maintainer					
Revenue Equip I (499;260)	Entrance & Max	23.1050	23.4725	24.1775	25.1450
Maintainer					
Revenue Equip II (502;261)	Entrance & Max	23.4725	23.4725	24.1775	25.1450
Maintainer Trainee Car (356), Signal (996), Structure "A" (822), "B" (825), "C" (827), "D" (833), "E" (823), "H" (842)					
1-year Training Period	Entrance	18.2225	18.2225	18.7700	19.5200
	After 4 months	18.9900	18.9900	19.5600	20.3425
	After 8 months	19.7700	19.7700	20.3625	21.1775
	After 1 year	20.3275	20.3275	20.9375	21.7750
18-month Training Period *Note D*	Entrance	18.2225	18.2225	18.7700	19.5200
· ·	After 6 months	18.7275	18.7275	19.2900	20.0625
	After 12 months	19.2625	19.2625	19.8400	20.6325
	After 16 months	19.7700	19.7700	20.3625	21.1775
	After 18 months	20.3275	20.3275	20.9375	21.7750
2-year Training Period *Note D*	Entrance	18.2225	18.2225	18.7700	19.5200
, ,	After 6 months	18.7275	18.7275	19.2900	20.0625
	After 12 months	19.2625	19.2625	19.8400	20.6325
	After 18 months	19.7700	19.7700	20.3625	21.1775
	After 2 years	20.3275	20.3275	20.9375	21.7750
Maintainer's Helper "B" (616), "D" (618), Signal (804)					
for Permanents and	Entrance	18.7975	18.7975	19.3625	20.1375
Provisional Promotees	2nd Year	19.2275	19.2275	19.8050	20.5975

for Provisional Appointees	Entrance	18.3700	18.3700	18.9200	19.6775
Railroad Stock Worker I (728)	Entrance	18.3175	18.3175	18.8675	19.6225
Stock Worker's Assistant (105)	2nd Year	18.7800	18.7800	19.3425	20.1150
Slock Worker's Assistant (105)	3rd Year	19.2050	19.2050	19.7800	20.1130
	4th Year	19.6500	19.6500	20.2400	21.0500
	5th Year	20.0500	20.0500	20.2400	21.4775
*Note E*	Spec Assign	20.0300	20.0300	20.0525	22.4325
NOLE	Spec Assign	20.9423	20.9425	21.5700	22.4323
Railroad Stock Worker II (748)	Entrance	21.1250	21.1250	21.7600	22.6300
Stock Worker (819)	2nd Year	21.5225	21.5225	22.1675	23.0550
	3rd Year	21.9425	21.9425	22.6000	23.5050
	4th Year	22.4150	22.4150	23.0875	24.0100
*Note E*	Spec Assign	22.7350	22.7350	23.4175	24.3550
Railroad Track Cleaner (725)	<b>-</b> <i>i</i>	40.4500	40.4500	40.0005	40 7005
for Permanents	Entrance	18.4500	18.4500	19.0025	19.7625
	2nd Year	18.8500	18.8500	19.4150	20.1925
for Provisionals	Entrance	18.0025	18.0025	18.5425	19.2850
Station Agent (813, 977)					
for Permanents and	Entrance	17.7925	17.7925	18.3275	19.0600
Provisional Promotees	2nd Year	18.6825	18.6825	19.2425	20.0125
for Provisional Appointees	Entrance	17.3750	17.3750	17.8975	18.6125
Technician, Power Electronic (682)					
for Permanents and	Entrance	19.9375	19.9375	20.5350	21.3575
Provisional Promotees	2nd Year	20.8700	20.8700	21.4950	22.3550
Trovisional Trovisional Trovisional		20.0700	20.0700	21.4000	22.0000
for Provisional Appointees	Entrance	19.4775	19.4775	20.0625	20.8650
Tower Operator (910)	Entrance	21.0450	21.0450	21.6775	22.5450
	2nd Year	21.4700	21.4700	22.1150	23.0000
		21.4700	21.4700	22.1100	20.0000
Trackworker (912)	Entrance	19.9150	19.9150	20.5125	21.3325
for Permanents	2nd Year	20.7575	20.7575	21.3800	22.2350
	Spec Assign	22.7350	22.7350	23.4175	24.3550
for Drovisionals		40.0450	40.0450	10.0050	20,000
for Provisionals	Entrance	19.3150	19.3150	19.8950	20.6900
	Spec Assign	22.7350	22.7350	23.4175	24.3550
Traffic Checker (876)	Entrance & Max	11.4875	11.4875	11.8325	12.3050
Train Operator (650,651,909)	Entrance-Road	22.2725	22.2725	22.9400	23.8575
	Aft 231 days-				
	Road	22.7350	22.7350	23.4175	24.3550
	Entrance-Yard	21.4225	21.4225	22.0650	22.9475
	2nd Year-Yard	21.4225 21.8425	21.4225	22.0650 22.4975	22.9475 23.3975
		21.0423	21.0420	22.49/0	20.0910

Transit Electrical Helper Electronic Equipment (T02), Elevator and Escalator (T05), Light (T03), Power Distribution (T06), Signals (T01), Telephone (T08), Vent & Drain (T04)					
for Permanents and	Entrance	18.7975	18.7975	19.3625	20.1375
Provisional Promotees	2nd Year	19.2275	19.2275	19.8050	20.5975
for Provisional Appointees	Entrance	18.3700	18.3700	18.9200	19.6775
Transit Electrical Helper Power (T07)					
for Permanents and	Entrance	18.7975	18.7975	19.3625	20.1375
Provisional Promotees	2nd Year	19.6750	19.6750	20.2650	21.0750
for Provisional Appointees	Entrance	18.3700	18.3700	18.9200	19.6775
Transit Property Protection Agent (726;94	5)				
for Permanents	Entrance & Max	17.7125	17.7125	18.2450	18.9750
for Provisionals	Entrance	17.2550	17.2550	17.7725	18.4825

#### NOTES:

\*A\* : For Mechanical Maintainer "C" (637) who are assigned to the Division of Car Equipment.

\*B\* : For Mechanical Maintainer "C" (637) who are not assigned to the Division of Car Equipment.

\*C\*: Mabstoa Plant and Equipment Maintainers (106) are entitled to an additional \$1.00 per hour premium.

\*D\*: For Car Maintainer Trainee only.

\*E\* :To be paid for each hour that employee actually operates one of the heavy-duty cranes at either the Atlantic Avenue or 207th Street Storeroom.

# **APPENDIX A**

### HOURLY RATES OF PAY - HOURLY RATED EMPLOYEES (APPOINTED ON OR AFTER 4/1/1980 BUT PRIOR TO 7/1/1985)

		12/15/1999	2/29/2000	12/15/2000	12/15/2001
Title (code)		\$	\$	\$	\$
Bus Operator					
(141,325,326;266,608,609)	Entrance	16.0250	16.0250	16.5050	17.1650
	7th month	17.0950	17.0950	17.6050	18.3100
	2nd year	18.1625	18.1625	18.7075	19.4550
	19th month	19.2300	19.2300	19.8075	20.6000
	3rd year	20.3000	20.3000	20.9075	21.7425
	31st month	21.3675	21.3675	22.0075	22.8875
Cleaner (339,389;217,219)	Entrance	13.5800	13.5800	13.9850	14.5450
	7th month	14.4850	14.4850	14.9175	15.5150
	2nd year	15.3900	15.3900	15.8500	16.4825
	19th month	16.2950	16.2950	16.7825	17.4525
	3rd year	17.2000	17.2000	17.7150	18.4225
	31st month	18.1050	18.1050	18.6475	19.3925
Collecting Agent (405,967;258)	Entrance	15.2375	15.2375	15.6950	16.3250
	7th month	16.2550	16.2550	16.7425	17.4125
	2nd year	17.2700	17.2700	17.7875	18.5000
	19th month	18.2850	18.2850	18.8350	19.5875
	3rd year	19.3025	19.3025	19.8800	20.6775
	31st month	20.3175	20.3175	20.9275	21.7650
Conductor (412,413)	Entrance	14.8775	14.8775	15.3225	15.9350
	7th month	15.8675	15.8675	16.3450	16.9975
	2nd year	16.8600	16.8600	17.3650	18.0600
	19th month	17.8525	17.8525	18.3875	19.1225
	3rd year	18.8425	18.8425	19.4075	20.1850
	31st month	19.8350	19.8350	20.4300	21.2475
Conductor in Charge					
Conductor-in-Charge, Freight Trains (411)	Entrance & Max	20.6175	20.6175	21.2350	22.0850
		20.0175	20.0170	21.2000	22.0000
Electronic Specialist (270;372)	Entrance	21.7350	21.7350	22.3875	23.2825
for Permanents	2nd Year	22.2425	22.2425	22.9100	23.8275
	3rd Year	22.6825	22.6825	23.3625	24.2975
	4th Year	23.5550	23.5550	24.2625	25.2325
for Provisionals	Entrance	21.3175	21.3175	21.9575	22.8350
		21.0170	21.0170	21.0010	22.0000
Helper/Helper P&E (448)	Entrance	14.4200	14.4200	14.8550	15.4475
	7th month	15.3825	15.3825	15.8450	16.4775
	2nd year	16.3425	16.3425	16.8350	17.5075
	19th month	17.3050	17.3050	17.8250	18.5375

	3rd year 31st month	18.2650 19.2275	18.2650 19.2275	18.8150 19.8050	19.5675 20.5975
Inspector, Car (255,341) for Permanents	Entrance 2nd Year 3rd Year 4th Year	20.9500 21.4225 21.8425 22.7350	21.9500 22.4225 22.8425 23.7350	22.6075 23.0950 23.5275 24.4475	23.5125 24.0200 24.4675 25.4250
for Provisionals	Entrance	20.5600	21.5600	22.2075	23.0950
Inspector, Road Car (734)	Entrance & Max	23.3525	24.3525	25.0825	26.0850
Maintainer Airbrake (071), Car "A" (349), "B" (350), "C" (351), "E" (353), "F" (354)	),				
Mechanical "C" (637) * Note A*	Entrance	20.9500	21.9500	22.6075	23.5125
for Permanents	2nd Year	21.4225	22.4225	23.0950	24.0200
	3rd Year	21.8425	22.8425	23.5275	24.4675
	4th Year	22.7350	23.7350	24.4475	25.4250
for Provisionals	Entrance	20.5600	21.5600	22.2075	23.0950
Maintainer Bus "A" (320), "B" (321), "B" El Tech (32 Body (101), Chassis (100), Light (606), Mechanical "B" (636), "C" (637) * Note I Plant & Equipment (106) *Note C*, Structure "A" (815), "B" (816), "C" (817) "D" (818), "E" (819), "F" (820), "G" (821 "H" (839), Telephone (906), Telephone Cable (904), Track Equipment (884),	B *, , ),				
Turnstile (932), Vent & Drain (944)	Entrance	20.9500	20.9500	21.5775	22.4400
for Permanents	2nd Year	21.4225	21.4225	22.0650	22.9475
	3rd Year	21.8425	21.8425	22.4975	23.3975
	4th Year	22.7350	22.7350	23.4175	24.3550
for Provisionals	Entrance	20.5600	20.5600	21.1775	22.0250
Maintainer					
Circuit Breaker (388)	Entrance	21.1450	21.1450	21.7800	22.6500
Power Distribution (683)	2nd Year	21.6400	21.6400	22.2900	23.1825
for Permanents	3rd Year	22.0650	22.0650	22.7275	23.6375
	4th Year	22.9050	22.9050	23.5925	24.5350
for Provisionals	Entrance	20.7325	20.7325	21.3550	22.2100
Maintainer					
Electronic Equipment (441;103)	Entrance & Max	23.4725	23.4725	24.1775	25.1450

Maintainer

Power "B" (687), Signal (791)	Entrance	21.6400	21.6400	22.2900	23.1825
for Permanents	2nd Year	22.0650	22.0650	22.7275	23.6375
lor r emanents	3rd Year	22.0030	22.4875	23.1625	24.0900
	4th Year	22.9050	22.9050	23.5925	24.5350
for Provisionals	Entrance	21.1450	21.1450	21.7800	22.6500
Maintainer					
Power Cable (681)	Entrance	21.6400	21.6400	22.2900	23.1825
for Permanents	2nd Year	22.0650	22.0650	22.7275	23.6375
for r crinalients	3rd Year	22.4875	22.4875	23.1625	24.0900
	4th Year	23.3525	23.3525	23.1025	24.0900
	411 fear	23.3020	23.3323	24.0525	25.0150
for Provisionals	Entrance	21.1450	21.1450	21.7800	22.6500
Maintainer					
Power Electronic (686)	Entrance	21.7350	21.7350	22.3875	23.2825
for Permanents	2nd Year	22.2425	22.2425	22.9100	23.8275
	3rd Year	22.6825	22.6825	23.3625	24.2975
	4th Year	23.5550	23.5550	24.2625	25.2325
	HITTCA	20.0000	20.0000	24.2020	20.2020
for Provisionals	Entrance	21.3175	21.3175	21.9575	22.8350
Maintainer					
Revenue Equip I (499;260)	Entrance & Max	23.1050	23.4725	24.1775	25.1450
Maintainer					
Revenue Equip II (502;261)	Entrance & Max	23.4725	23.4725	24.1775	25.1450
Maintainer Trainee	<b>-</b> /				
Car (356), Signal (996),	Entrance	15.2450	15.2450	15.7025	16.3325
Structure "A" (822), "B" (825),	7th month	16.2625	16.2625	16.7500	17.4200
"C" (827), "D" (833),	2nd year	17.2775	17.2775	17.7975	18.5100
"E" (823), "H" (842)	19th month	18.2950	18.2950	18.8450	19.5975
	3rd year	19.3100	19.3100	19.8900	20.6875
	31st month	20.3275	20.3275	20.9375	21.7750
Maintainer's Helper					
"B" (616), "D" (618),	Entrance	14.4200	14.4200	14.8550	15.4475
	7th month	15.3825			
Signal (804)			15.3825	15.8450	16.4775
	2nd year	16.3425	16.3425	16.8350	17.5075
	19th month	17.3050	17.3050	17.8250	18.5375
	3rd year	18.2650	18.2650	18.8150	19.5675
	31st month	19.2275	19.2275	19.8050	20.5975
Railroad Stock Worker I (728)	Entrance	18.3175	18.3175	18.8675	19.6225
Stock Worker's Assistant (105)	2nd Year	18.7800	18.7800	19.3425	20.1150
	3rd Year	19.2050	19.2050	19.7800	20.5700
	4th Year	19.6500	19.6500	20.2400	21.0500
			20.0500		
	5th Year	20.0500	20.0000	20.6525	21.4775

*Note E*	Spec Assign	20.9425	20.9425	21.5700	22.4325
Railroad Stock Worker II (748)	Entrance	21.1250	21.1250	21.7600	22.6300
. ,		21.1230	21.1230	21.7000	
Stock Worker (819)	2nd Year				23.0550
	3rd Year	21.9425	21.9425	22.6000	23.5050
	4th Year	22.4150	22.4150	23.0875	24.0100
*Note E*	Spec Assign	22.7350	22.7350	23.4175	24.3550
Railroad Track Cleaner (725)	Entrance	14.1375	14.1375	14.5625	15.1450
	7th month	15.0800	15.0800	15.5325	16.1550
	2nd year	16.0225	16.0225	16.5025	17.1625
	19th month	16.9650	16.9650	17.4725	18.1725
	3rd year	17.9075	17.9075	18.4450	19.1825
	31st month	18.8500	18.8500	19.4150	20.1925
Station Agent (813, 977)	Entrance	14.0125	14.0125	14.4325	15.0100
Station Agent (013, 977)	7th month	14.9450	14.9450	15.3950	16.0100
	2nd year	15.8800	15.8800	16.3550	17.0100
	19th month	16.8150	16.8150	17.3175	18.0125
	3rd year	17.7475	17.7475	18.2800	19.0125
	31st month	18.6825	18.6825	19.2425	20.0125
Technician, Power Electronic (682)	Entrance	15.6525	15.6525	16.1225	16.7675
	7th month	16.6950	16.6950	17.1950	17.8850
	2nd Year	17.7400	17.7400	18.2700	19.0025
	19th month	18.7825	18.7825	19.3450	20.1200
	3rd year	19.8275	19.8275	20.4200	21.2375
	31st month	20.8700	20.8700	21.4950	22.3550
	o rot month	20.0700	20.0700	21.4000	22.0000
Tower Operator (910)	Entrance	16.1025	16.1025	16.5875	17.2500
	7th month	17.1750	17.1750	17.6925	18.4000
	2nd Year	18.2500	18.2500	18.7975	19.5500
	19th month	19.3225	19.3225	19.9025	20.7000
	3rd year	20.3975	20.3975	21.0100	21.8500
	31st month	21.4700	21.4700	22.1150	23.0000
Trackworker (912)	Entrance	15.5675	15.5675	16.0350	16.6775
	7th month	16.6050	16.6050	17.1050	17.7875
	2nd Year				
		17.6450	17.6450	18.1725	18.9000
	19th month	18.6825	18.6825	19.2425	20.0125
	3rd year	19.7200	19.7200	20.3100	21.1225
	31st month	20.7575	20.7575	21.3800	22.2350
	Spec Assign	22.7350	22.7350	23.4175	24.3550
Traffic Checker (876)	Entrance & Max	11.4875	11.4875	11.8325	12.3050
Train Operator (650,651,909)	Entrance-Road Aft 231 days-	22.2725	22.2725	22.9400	23.8575
	Road	22.7350	22.7350	23.4175	24.3550
	Entrance-Yard	21.4225	21.4225	22.0650	22.9475

	2nd Year-Yard	21.8425	21.8425	22.4975	23.3975
Transit Electrical Helper					
Electronic Equipment (T02),	Entrance	14.4200	14.4200	14.8550	15.4475
Elevator and Escalator (T05),	7th month	15.3825	15.3825	15.8450	16.4775
Light (T03), Power Distribution (T06),	2nd year	16.3425	16.3425	16.8350	17.5075
Signals (T01), Telephone (T08),	19th month	17.3050	17.3050	17.8250	18.5375
Vent & Drain (T04)	3rd year	18.2650	18.2650	18.8150	19.5675
	31st month	19.2275	19.2275	19.8050	20.5975
	<b>-</b> .			45 0000	45 0075
Transit Electrical Helper Power (T07)	Entrance	14.7575	14.7575	15.2000	15.8075
	7th month	15.7400	15.7400	16.2125	16.8600
	2nd year	16.7250	16.7250	17.2250	17.9150
	19th month	17.7075	17.7075	18.2375	18.9675
	3rd year	18.6925	18.6925	19.2525	20.0225
	31st month	19.6750	19.6750	20.2650	21.0750
Transit Property Protection Agent (726;94	5)				
	Entrance	13.2850	13.2850	13.6850	14.2325
	7th month	14.1700	14.1700	14.5950	15.1800
	2nd Year	15.0550	15.0550	15.5075	16.1300
	19th month	15.9425	15.9425	16.4200	17.0775
	3rd year	16.8275	16.8275	17.3325	18.0275
	31st month	17.7125	17.7125	18.2450	18.9750

NOTES:

\*A\* : For Mechanical Maintainer "C" (637) who are assigned to the Division of Car Equipment.

\*B\* : For Mechanical Maintainer "C" (637) who are not assigned to the Division of Car Equipment.

\*C\*: Mabstoa Plant and Equipment Maintainers (106) are entitled to an additional \$1.00 per hour premium.

\*D\*: For Car Maintainer Trainee only.

\*E\* :To be paid for each hour that employee actually operates one of the heavy-duty cranes at either the Atlantic Avenue or 207th Street Storeroom.

# **APPENDIX A**

### HOURLY RATES OF PAY - HOURLY RATED EMPLOYEES (APPOINTED ON OR AFTER 7/1/1985 BUT PRIOR TO 5/15/1992)

		12/15/1999	2/29/2000	12/15/2000	12/15/2001
Title (code)		\$	\$	\$	\$
Bus Operator					
(141,325,326;266,608,609)	Entrance	14.9575	14.9575	15.4050	16.0225
	2nd year	17.0950	17.0950	17.6050	18.3100
	3rd year	19.2300	19.2300	19.8075	20.6000
	4th year	21.3675	21.3675	22.0075	22.8875
Cleaner (339,389;217,219)	Entrance	12.6725	12.6725	13.0525	13.5750
Appointed on or after 7/1/85	2nd year	14.4850	14.4850	14.9175	15.5150
but prior to 4/29/88	3rd year	16.2950	16.2950	16.7825	17.4525
	4th year	18.1050	18.1050	18.6475	19.3925
Cleaner (339,389;217,219)	Entrance	10.8025	10.8025	11.1275	11.5725
Appointed on or after 4/29/88	2nd year	12.3475	12.3475	12.7175	13.2250
	3rd year	13.8825	13.8825	14.3000	14.8725
	4th year	18.1050	18.1050	18.6475	19.3925
Collecting Agent (405,967;258)	Entrance	14.2225	14.2225	14.6500	15.2350
	2nd year	16.2550	16.2550	16.7425	17.4125
	3rd year	18.2850	18.2850	18.8350	19.5875
	4th year	20.3175	20.3175	20.9275	21.7650
Conductor (412,413)	Entrance	13.8850	13.8850	14.3000	14.8725
001100000 (412;413)	2nd year	15.8675	15.8675	16.3450	16.9975
	3rd year	17.8525	17.8525	18.3875	19.1225
	4th year	19.8350	19.8350	20.4300	21.2475
Or a durator in Obrana					
Conductor-in-Charge,		00 0475	00 0475	04 0050	22.0050
Freight Trains (411)	Entrance & Max	20.6175	20.6175	21.2350	22.0850
Electronic Specialist (270;372)	Entrance	21.7350	21.7350	22.3875	23.2825
for Permanents	2nd Year	22.2425	22.2425	22.9100	23.8275
	3rd Year	22.6825	22.6825	23.3625	24.2975
	4th Year	23.5550	23.5550	24.2625	25.2325
for Provisionals	Entrance	21.3175	21.3175	21.9575	22.8350
Helper/Helper P&E (448)	Entrance	13.4600	13.4600	13.8625	14.4175
· · · · · · /	2nd year	15.3825	15.3825	15.8450	16.4775
	3rd year	17.3050	17.3050	17.8250	18.5375
	4th year	19.2275	19.2275	19.8050	20.5975
Inspector, Car (255,341)	Entrance	20.9500	21.9500	22.6075	23.5125
for Permanents	2nd Year	21.4225	22.4225	23.0950	24.0200
			•		

	3rd Year	21.8425	22.8425	23.5275	24.4675
	4th Year	22.7350	23.7350	24.4475	25.4250
for Provisionals	Entrance	20.5600	21.5600	22.2075	23.0950
Inspector, Road Car (734)	Entrance & Max	23.3525	24.3525	25.0825	26.0850
Maintainer Airbrake (071), Car "A" (349), "B" (350), "C" (351), "E" (353), "F" (354) Mechanical "C" (637) * Note A*	, Entrance	20.9500	21.9500	22.6075	23.5125
for Permanents	2nd Year	20.9500	21.9300	22.0075	23.3123
lor r ermanents	3rd Year	21.8425	22.8425	23.5275	24.4675
	4th Year	22.7350	23.7350	24.4475	25.4250
		22.7000	20.7000	24.4470	20.4200
for Provisionals	Entrance	20.5600	21.5600	22.2075	23.0950
Maintainer Bus "A" (320), "B" (321), "B" El Tech (32 Body (101), Chassis (100), Light (606), Mechanical "B" (636), "C" (637) * Note E Plant & Equipment (106) *Note C*, Structure "A" (815), "B" (816), "C" (817), "D" (818), "E" (819), "F" (820), "G" (821) "H" (839), Telephone (906), Telephone Cable (904), Track Equipment (884), Turnstile (932), Vent & Drain (944) for Permanents	3 *,	20.9500 21.4225 21.8425 22.7350 20.5600	20.9500 21.4225 21.8425 22.7350 20.5600	21.5775 22.0650 22.4975 23.4175 21.1775	22.4400 22.9475 23.3975 24.3550 22.0250
		20.0000	20.0000	2	22.0200
Maintainer Circuit Breaker (388) Power Distribution (683) for Permanents	Entrance 2nd Year 3rd Year 4th Year	21.1450 21.6400 22.0650 22.9050	21.1450 21.6400 22.0650 22.9050	21.7800 22.2900 22.7275 23.5925	22.6500 23.1825 23.6375 24.5350
for Provisionals	Entrance	20.7325	20.7325	21.3550	22.2100
Maintainer					
Electronic Equipment (441;103)	Entrance & Max	23.4725	23.4725	24.1775	25.1450
Maintainer Power "B" (687), Signal (791) for Permanents	Entrance 2nd Year 3rd Year 4th Year	21.6400 22.0650 22.4875 22.9050	21.6400 22.0650 22.4875 22.9050	22.2900 22.7275 23.1625 23.5925	23.1825 23.6375 24.0900 24.5350

for Provisionals	Entrance	21.1450	21.1450	21.7800	22.6500
Maintainer					
Power Cable (681)	Entrance	21.6400	21.6400	22.2900	23.1825
for Permanents	2nd Year	22.0650	22.0650	22.7275	23.6375
	3rd Year	22.4875	22.4875	23.1625	24.0900
	4th Year	23.3525	23.3525	24.0525	25.0150
for Provisionals	Entrance	21.1450	21.1450	21.7800	22.6500
Maintainer					
Power Electronic (686)	Entrance	21.7350	21.7350	22.3875	23.2825
for Permanents	2nd Year	22.2425	22.2425	22.9100	23.8275
	3rd Year	22.6825	22.6825	23.3625	24.2975
	4th Year	23.5550	23.5550	24.2625	25.2325
	<b>-</b> (	04.0475	04 0475	04 0575	00 00 50
for Provisionals	Entrance	21.3175	21.3175	21.9575	22.8350
Maintainer					
Revenue Equip I (499;260)	Entrance & Max	23.1050	23.4725	24.1775	25.1450
•• • • •					
Maintainer					
Revenue Equip II (502;261)	Entrance & Max	23.4725	23.4725	24.1775	25.1450
Maintainer Trainee					
Car (356), Signal (996),	Entrance	14.2300	14.2300	14.6575	15.2425
Structure "A" (822), "B" (825),	2nd year	16.2625	16.2625	16.7500	17.4200
	-				
"C" (827), "D" (833),	3rd year	18.2950	18.2950	18.8450	19.5975
"E" (823), "H" (842)	4th year	20.3275	20.3275	20.9375	21.7750
Maintainer's Helper					
"B" (616), "D" (618),	Entrance	13.4600	13.4600	13.8625	14.4175
Signal (804)	2nd year	15.3825	15.3825	15.8450	16.4775
	3rd year	17.3050	17.3050	17.8250	18.5375
	•				
	4th year	19.2275	19.2275	19.8050	20.5975
Railroad Stock Worker I (728)	Entrance	14.0350	14.0350	14.4575	15.0350
Stock Worker's Assistant (105)	2nd Year	16.0400	16.0400	16.5225	17.1825
	3rd Year	18.0450	18.0450	18.5875	19.3300
	4th Year	20.0500	20.0500	20.6525	21.4775
*Note E*	Spec Assign	20.9425	20.9425	21.5700	22.4325
	Spec Assign	20.9423	20.9423	21.5700	22.4323
Railroad Stock Worker II (748)	Entrance	21.1250	21.1250	21.7600	22.6300
Stock Worker (819)	2nd Year	21.5225	21.5225	22.1675	23.0550
	3rd Year	21.9425	21.9425	22.6000	23.5050
	4th Year	22.4150	22.4150	23.0875	24.0100
*Note E*	Spec Assign	22.7350	22.7350	23.4175	24.3550
	opeo / losign	22.1000	22.1000	20.4170	27.0000
Railroad Track Cleaner (725)	Entrance	13.1950	13.1950	13.5900	14.1350
( /	2nd Year	15.0800	15.0800	15.5325	16.1550
	2.13 1041	.0.0000		.5.0020	10.1000

	3rd Year	16.9650	16.9650	17.4725	18.1725
	4th Year	18.8500	18.8500	19.4150	20.1925
	401 1001	10.0000	10.0000	19.4150	20.1925
	E da da da	40.0775	40.0775	40.4700	44.0400
Station Agent (813, 977)	Entrance	13.0775	13.0775	13.4700	14.0100
	2nd year	14.9450	14.9450	15.3950	16.0100
	3rd year	16.8150	16.8150	17.3175	18.0125
	4th year	18.6825	18.6825	19.2425	20.0125
Technician, Power Electronic (682)	Entrance	14.6100	14.6100	15.0475	15.6475
	2nd Year	16.6950	16.6950	17.1950	17.8850
			18.7825		
	3rd Year	18.7825		19.3450	20.1200
	4th Year	20.8700	20.8700	21.4950	22.3550
Tower Operator (910)	Entrance	15.0300	15.0300	15.4800	16.1000
	2nd Year	17.1750	17.1750	17.6925	18.4000
	3rd Year	19.3225	19.3225	19.9025	20.7000
	4th Year	21.4700	21.4700	22.1150	23.0000
Trackworker (912)	Entrance	14.5300	14.5300	14.9650	15.5650
	2nd Year	16.6050	16.6050	17.1050	17.7875
	3rd Year	18.6825	18.6825	19.2425	20.0125
	4th Year	20.7575	20.7575	21.3800	22.2350
	Spec Assign	22.7350	22.7350	23.4175	24.3550
Traffic Checker (876)	Entrance & Max	11.4875	11.4875	11.8325	12.3050
Train Operator (650,651,909)	Entrance-Road	22.2725	22.2725	22.9400	23.8575
	Aft 231 days-				
	Road	22.7350	22.7350	23.4175	24.3550
	Entrance-Yard	21.4225	21.4225	22.0650	22.9475
	2nd Year-Yard	21.8425	21.8425	22.4975	23.3975
		21.0425	21.0425	22.4975	23.3975
Transit Electrical Helper					
Electronic Equipment (T02),					
Elevator and Escalator (T05),					
Light (T03), Power Distribution (T06),	Entrance	13.4600	13.4600	13.8625	14.4175
Signals (T01), Telephone (T08),	2nd year	15.3825	15.3825	15.8450	16.4775
Vent & Drain (T04)	3rd year	17.3050	17.3050	17.8250	18.5375
	4th year	19.2275	19.2275	19.8050	20.5975
	Hillycal	10.2270	10.2270	10.0000	20.0070
Transit Electrical Helper Dewer (T07)	Entranco	10 7705	10 7705	14 1950	14 7525
Transit Electrical Helper Power (T07)	Entrance	13.7725	13.7725	14.1850	14.7525
	2nd year	15.7400	15.7400	16.2125	16.8600
	3rd year	17.7075	17.7075	18.2375	18.9675
	4th year	19.6750	19.6750	20.2650	21.0750
Transit Property Protection Agent (726;94	5)				
· · · ·	Entrance	12.4000	12.4000	12.7725	13.2825
	2nd Year	14.1700	14.1700	14.5950	15.1800
	3rd Year	15.9425	15.9425	16.4200	17.0775
	4th Year	17.7125	17.7125	18.2450	18.9750

#### NOTES:

\*A\* : For Mechanical Maintainer "C" (637) who are assigned to the Division of Car Equipment.

\*B\* : For Mechanical Maintainer "C" (637) who are not assigned to the Division of Car Equipment.

\*C\*: Mabstoa Plant and Equipment Maintainers (106) are entitled to an additional \$1.00 per hour premium.

\*D\*: For Car Maintainer Trainee only.

\*E\* :To be paid for each hour that employee actually operates one of the heavy-duty cranes at either the Atlantic Avenue or 207th Street Storeroom.

# **APPENDIX A**

### HOURLY RATES OF PAY - HOURLY RATED EMPLOYEES (APPOINTED ON OR AFTER 5/15/1992)

		12/15/1999	2/29/2000	12/15/2000	12/15/2001
Title (code)		\$	\$	\$	\$
Apprentices	Fataaaa	14 0000	44.0000	440575	45 0450
Transit Elect Apprentice (988)	Entrance	14.2300	14.2300	14.6575	15.2450
Transit Mech Apprentice (989) Transit Struc Apprentice (994)	2nd year	15.2450 17.2775	15.2450 17.2775	15.7025 17.7950	16.3300 18.5075
Tansit Struc Apprentice (994)	3rd year	17.2775	17.2775	17.7950	18.5075
Bus Operator (141,325,326;266,608,609)	Entrance	14.9575	14.9575	15.4050	16.0225
	2nd year	16.0250	16.0250	16.5050	17.1650
	3rd year	18.1625	18.1625	18.7075	19.4550
	4th year	21.3675	21.3675	22.0075	22.8875
	- /				
Cleaner (339,389;217,219)	Entrance	10.8025	10.8025	11.1275	11.5725
	2nd year	12.3475	12.3475	12.7175	13.2250
	3rd year	13.8825	13.8825	14.3000	14.8725
	4th year	18.1050	18.1050	18.6475	19.3925
Collecting Agent (405,967;258)	Entrance	14.2225	14.2225	14.6500	15.2350
Appointed on or after 5/15/1992	2nd year	15.2375	15.2375	15.6950	16.3250
but prior to 2/29/2000 *Note D*	3rd year	17.2700	17.2700	17.7875	18.5000
	4th year	20.3175	20.3175	20.9275	21.7650
Collecting Agent (405,967) *Note D*	Entrance		14.2225	14.6500	15.2350
Appointed on or after 2/29/2000	2nd year		14.4850	14.9200	15.5175
	3rd year		15.5550	16.0225	16.6625
	4th year		20.3175	20.9275	21.7650
Conductor (412,413)	Entrance	13.8850	13.8850	14.3000	14.8725
	2nd year	14.8775	14.8775	15.3225	15.9350
	3rd year	16.8600	16.8600	17.3650	18.0600
	4th year	19.8350	19.8350	20.4300	21.2475
	Hillyean	19.0000	19.0000	20.4300	21.2475
Conductor-in-Charge,					
Freight Trains (411)	Entrance & Max	20.6175	20.6175	21.2350	22.0850
	<b>F</b> (	04 7050	04 7050	00 0075	~~~~~
Electronic Specialist (270;372)	Entrance	21.7350	21.7350	22.3875	23.2825
for Permanents	2nd Year	22.2425	22.2425	22.9100	23.8275
	3rd Year	22.6825	22.6825	23.3625	24.2975
	4th Year	23.5550	23.5550	24.2625	25.2325
for Provisionals	Entrance	21.3175	21.3175	21.9575	22.8350
Helper/Helper P&E (448)	Entrance	13.4600	13.4600	13.8625	14.4175
	2nd year	14.4200	14.4200	14.8550	15.4475
	3rd year	16.3425	16.3425	16.8350	17.5075
	Jiu yeai	10.5425	10.3423	10.0500	17.0070

	4th year	19.2275	19.2275	19.8050	20.5975
Inspector, Car (255,341) for Permanents	Entrance 2nd Year 3rd Year 4th Year	20.9500 21.4225 21.8425 22.7350	21.9500 22.4225 22.8425 23.7350	22.6075 23.0950 23.5275 24.4475	23.5125 24.0200 24.4675 25.4250
for Provisionals	Entrance	20.5600	21.5600	22.2075	23.0950
Inspector, Road Car (734)	Entrance & Max	23.3525	24.3525	25.0825	26.0850
Maintainer Airbrake (071), Car "A" (349), "B" (350), "C" (351), "E" (353), "F" (354), Mechanical "C" (637) * Note A* for Permanents	Entrance 2nd Year 3rd Year	20.9500 21.4225 21.8425	21.9500 22.4225 22.8425	22.6075 23.0950 23.5275	23.5125 24.0200 24.4675
	4th Year	22.7350	23.7350	24.4475	25.4250
for Provisionals	Entrance	20.5600	21.5600	22.2075	23.0950
Maintainer Bus "A" (320), "B" (321), "B" El Tech (323), Body (101), Chassis (100), Light (606), Mechanical "B" (636), "C" (637) * Note B *, Plant & Equipment (106) *Note C*, Structure "A" (815), "B" (816), "C" (817), "D" (818), "E" (819), "F" (820), "G" (821), "H" (839), Telephone (906), Telephone Cable (904), Track Equipment (884), Turnstile (932), Vent & Drain (944) for Permanents	Entrance 2nd Year 3rd Year 4th Year	20.9500 21.4225 21.8425 22.7350	20.9500 21.4225 21.8425 22.7350	21.5775 22.0650 22.4975 23.4175	22.4400 22.9475 23.3975 24.3550
for Provisionals	Entrance	20.5600	20.5600	21.1775	22.0250
Maintainer Circuit Breaker (388) Power Distribution (683) for Permanents	Entrance 2nd Year 3rd Year 4th Year	21.1450 21.6400 22.0650 22.9050	21.1450 21.6400 22.0650 22.9050	21.7800 22.2900 22.7275 23.5925	22.6500 23.1825 23.6375 24.5350
for Provisionals	Entrance	20.7325	20.7325	21.3550	22.2100
Maintainer Electronic Equipment (441;103)	Entrance & Max	23.4725	23.4725	24.1775	25.1450
Maintainer Power "B" (687), Signal (791)	Entrance	21.6400	21.6400	22.2900	23.1825

for Permanents	2nd Year	22.0650	22.0650	22.7275	23.6375
	3rd Year	22.4875	22.4875	23.1625	24.0900
	4th Year	22.9050	22.9050	23.5925	24.5350
for Provisionals	Entrance	21.1450	21.1450	21.7800	22.6500
Maintainer					
Power Cable (681)	Entrance	21.6400	21.6400	22.2900	23.1825
for Permanents	2nd Year	22.0650	22.0650	22.7275	23.6375
	3rd Year	22.4875	22.4875	23.1625	24.0900
	4th Year	23.3525	23.3525	24.0525	25.0150
for Provisionals	Entrance	21.1450	21.1450	21.7800	22.6500
Maintainer					
Power Electronic (686)	Entrance	21.7350	21.7350	22.3875	23.2825
for Permanents	2nd Year	22.2425	22.2425	22.9100	23.8275
	3rd Year	22.6825	22.6825	23.3625	24.2975
	4th Year	23.5550	23.5550	24.2625	25.2325
for Provisionals	Entrance	21.3175	21.3175	21.9575	22.8350
Maintainer					
Revenue Equip I (499;260)	Entrance & Max	23.1050	23.4725	24.1775	25.1450
Maintainer					
Revenue Equip II (502;261)	Entrance & Max	23.4725	23.4725	24.1775	25.1450
Maintainer Trainee					
Car (356), Signal (996),					
Structure "A" (822), "B" (825),	Entrance	14.2300	14.2300	14.6575	15.2425
"C" (827), "D" (833),	2nd year	15.2450	15.2450	15.7025	16.3325
"E" (823), "H" (842)	3rd year	17.2775	17.2775	17.7975	18.5100
	4th year	20.3275	20.3275	20.9375	21.7750
Maintainer's Helper					
"B" (616), "D" (618),	Entrance	13.4600	13.4600	13.8625	14.4175
Signal (804)	2nd year	14.4200	14.4200	14.8550	15.4475
	3rd year	16.3425	16.3425	16.8350	17.5075
	4th year	19.2275	19.2275	19.8050	20.5975
Railroad Stock Worker I (728)	Entrance	14.0350	14.0350	14.4575	15.0350
Stock Worker's Assistant (105)	2nd Year	16.0400	16.0400	16.5225	17.1825
	3rd Year	18.0450	18.0450	18.5875	19.3300
	4th Year	20.0500	20.0500	20.6525	21.4775
*Note E*	Spec Assign	20.9425	20.9425	21.5700	22.4325
Railroad Stock Worker II (748)	Entrance	21.1250	21.1250	21.7600	22.6300
Stock Worker (819)	2nd Year	21.5225	21.5225	22.1675	23.0550
	3rd Year	21.9425	21.9425	22.6000	23.5050

		00 4450	00 4450	00 0075	04.0400
	4th Year	22.4150	22.4150	23.0875	24.0100
*Note E*	Spec Assign	22.7350	22.7350	23.4175	24.3550
Pailroad Track Cleaner (725)	Entrance	13.1950	13.1950	13.5900	14.1350
Railroad Track Cleaner (725)			14.1375		
	2nd Year	14.1375		14.5625	15.1450
	3rd Year	16.0225	16.0225	16.5025	17.1625
	4th Year	18.8500	18.8500	19.4150	20.1925
Station Agent (813, 977)	Entrance	13.0775	13.0775	13.4700	14.0100
	2nd year	14.0125	14.0125	14.4325	15.0100
	3rd year	15.8800	15.8800	16.3550	17.0100
	4th year	18.6825	18.6825	19.2425	20.0125
	Hur year	10.0025	10.0025	19.2425	20.0125
Technician, Power Electronic (682)	Entrance	14.6100	14.6100	15.0475	15.6475
, , , , , , , , , , , , , , , , , , ,	2nd Year	15.6525	15.6525	16.1225	16.7675
	3rd Year	17.7400	17.7400	18.2700	19.0025
	4th Year	20.8700	20.8700	21.4950	22.3550
		20.0100	20:01:00	2111000	22.0000
Tower Operator (910)	Entrance	15.0300	15.0300	15.4800	16.1000
	2nd Year	16.1025	16.1025	16.5875	17.2500
	3rd Year	18.2500	18.2500	18.7975	19.5500
	4th Year	21.4700	21.4700	22.1150	23.0000
Trackworker (912)	Entrance	14.5300	14.5300	14.9650	15.5650
	2nd Year	15.5675	15.5675	16.0350	16.6775
	3rd Year	17.6450	17.6450	18.1725	18.9000
	4th Year	20.7575	20.7575	21.3800	22.2350
	Spec Assign	22.7350	22.7350	23.4175	24.3550
Traffic Checker (876)	Entrance & Max	11.4875	11.4875	11.8325	12.3050
		~~~~~	~~~~~		~~~~~
Train Operator (650,651,909)	Entrance-Road	22.2725	22.2725	22.9400	23.8575
	Aft 231 days-Road	22.7350	22.7350	23.4175	24.3550
	Entrance-Yard	21.4225	21,4225	22.0650	22.9475
	2nd Year-Yard	21.8425	21.8425	22.4975	23.3975
		21.0423	21.0423	22.4975	23.3975
Transit Electrical Helper					
Electronic Equipment (T02),					
Elevator and Escalator (T05),					
Light (T03), Power Distribution (T06),	Entrance	13.4600	13.4600	13.8625	14.4175
Signals (T01), Telephone (T08),	2nd year	14.4200	14.4200	13.8625	14.4175
	•		16.3425	14.8550	
Vent & Drain (T04)	3rd year	16.3425			17.5075
	4th year	19.2275	19.2275	19.8050	20.5975
Transit Electrical Helper Power (T07)	Entrance	13.7725	13.7725	14.1850	14.7525
	2nd year	14.7575	14.7575	15.2000	15.8075
	3rd year	16.7250	16.7250	17.2250	17.9150
	4th year	19.6750	19.6750	20.2650	21.0750
		10.07.00	10.07.00	20.2000	21.0750

#### Transit Property Protection Agent (726;945)

Entrance	12.4000	12.4000	12.7725	13.2825
2nd Year	13.2850	13.2850	13.6850	14.2325
3rd Year	15.0550	15.0550	15.5075	16.1300
4th Year	17.7125	17.7125	18.2450	18.9750

NOTES:

\*A\* : For Mechanical Maintainer "C" (637) who are assigned to the Division of Car Equipment.

\*B\* : For Mechanical Maintainer "C" (637) who are not assigned to the Division of Car Equipment.

\*C\*: Mabstoa Plant and Equipment Maintainers (106) are entitled to an additional \$1.00 per hour premium.

- \*D\*: Progression change for Collecting Agents hired on or after 2/29/2000 does not apply to Mabstoa employees (258)
- \*E\* :To be paid for each hour that employee actually operates one of the heavy-duty cranes at either the Atlantic Avenue or 207th Street Storeroom.

# **APPENDIX B**

## ANNUAL RATES OF PAY - SALARIED EMPLOYEES

		12/15/1999	12/15/2000	12/15/2001
Title (Code)		\$	\$	\$
Office Aide I (806)	Minimum	22,045	22,706	23,614
	Maximum	26,700	27,501	28,601
Office Aide II (804)	Minimum	22,790	23,474	24,413
	Maximum	31,063	31,995	33,275
Office Aide III (803)	Minimum	24,567	25,304	26,316
	Maximum	31,827	32,782	34,093
Revenue Processing Coordinator I (305)	Minimum	40,157	41,362	43,016
	Maximum	49,474	50,958	52,996
Revenue Processing Coordinator II (079)	Minimum	44,174	45,499	47,319
	Maximum	54,419	56,052	58,294
Senior Clerk (721)				
Senior Keypunch Operator (724) Appointed Prior to 4/1/80	Minimum	27,930	28,768	29,919
	Maximum	37,514	38,639	40,185
Appointed On or After 4/1/80 but Prior to				
7/1/85	Entrance 7th	23,315	24,014	24,975
	month	24,869	25,615	26,640
	2nd year 19th	26,423	27,216	28,305
	month	27,977	28,817	29,970
	3rd year 31st	29,532	30,418	31,635
	month	31,086	32,019	33,300
Appointed On or After 7/1/85 but Prior to				
5/15/92	Entrance	21,760	22,413	23,310
	2nd year	24,869	25,615	26,640
	3rd year	27,977	28,817	29,970
	4th year	31,086	32,019	33,300
Appointed On or After 5/15/92	Entrance	21,760	22,413	23,310
	2nd year	23,315	24,014	24,975
	3rd year	26,423	27,216	28,305
	4th year	31,086	32,019	33,300
Senior Tabulator Operator (722)	Minimum	29,039	29,910	31,106

	Maximum	38,248	39,395	40,971
Technical Support Aide IA (874)	Minimum	23,704	24,415	25,392
	Maximum	29,192	30,068	31,271
Technical Support Aide IB (872)	Minimum	25,549	26,315	27,368
	Maximum	33,099	34,092	35,456
Technical Support Aide II (873)	Minimum	28,306	29,155	30,321
	Maximum	39,873	41,069	42,712
Technical Support Aide III (871)	Minimum	31,124	32,058	33,340
	Maximum	42,486	43,761	45,511
Telephone Operator (868)	Minimum	26,457	27,251	28,341
	Maximum	33,641	34,650	36,036
Word Processor I (056)	Minimum	24,282	25,010	26,010
	Maximum	29,904	30,801	32,033
Word Processor II (057)	Minimum	26,173	26,958	28,036
	Maximum	33,908	34,925	36,322
Word Processor III (055)	Minimum	28,996	29,866	31,061
	Maximum	40,846	42,071	43,754

# **APPENDIX C**

### NIGHT DIFFERENTIAL - RATES OF PAY (APPOINTED PRIOR TO 4/1/1980)

		12/15/1999	2/29/2000
Title (code)		\$	\$
Bus Operator (141,325,326;266,608,609)	Entrance	1.2889	1.2889
for Permanents	After 6 months	1.3446	1.3446
	After 12 months	1.4055	1.4055
for Provisionals	Entrance	1.2593	1.2593
Cleaner (339,389;217,219)	Entrance	1.1648	1.1648
for Permanents	2nd Year	1.1905	1.1905
for Provisionals	Entrance	1.1352	1.1352
Collecting Agent (405,967;258)	Entrance	1.2819	1.2819
	2nd Year	1.3366	1.3366
Conductor (412,412)			
Conductor (412,413) for Permanents and	Entrance	1.2177	1.2177
Provisional Promotees	2nd Year	1.3043	1.3043
Tovisional Tromotees		1.50+5	1.5045
for Provisional Appointees	Entrance	1.1888	1.1888
Conductor-in-Charge,			
Freight Trains (411)	Entrance & Max	1.3560	1.3560
Electronic Specialist (270;372)	Entrance	1.4297	1.4297
for Permanents	2nd Year	1.4629	1.4629
	3rd Year	1.4918	1.4918
	4th Year	1.5492	1.5492
for Provisionals	Entrance	1.4017	1.4017
Helper/Helper P&E (448)	Entrance	1.2364	1.2364
	2nd Year	1.2646	1.2646
Inspector, Car (255,341)	Entrance	1.3782	1.4473
for Permanents	2nd Year	1.4090	1.4781
	3rd Year	1.4365	1.5056
	4th Year	1.4953	1.5644
for Provisionals	Entrance	1.3519	1.4209

Inspector, Road Car (734) for Permanents and

Provisional Promotees	Entrance & Max	1.5361	1.6052
for Provisional Appointees	Entrance	1.5065	1.5756
Maintainer Airbrake (071), Car "A" (349), "B" (350), "C" (351), "E" (353), "F" (354), Mechanical "C" (637) * Note A* for Permanents	Entrance 2nd Year 3rd Year 4th Year	1.3782 1.4090 1.4365 1.4953	1.4473 1.4781 1.5056 1.5644
for Provisionals	Entrance	1.3519	1.4209
Maintainer Bus "A" (320), "B" (321), "B" El Tech (323), Body (101), Chassis (100), Light (606), Mechanical "B" (636), "C" (637) * Note B *, Plant & Equipment (106) *Note C*, Structure "A" (815), "B" (816), "C" (817), "D" (818), "E" (819), "F" (820), "G" (821), "H" (839), Telephone (906), Telephone Cable (904), Track Equipment (884),			
Turnstile (932), Vent & Drain (944) for Permanents	Entrance 2nd Year 3rd Year 4th Year	1.3782 1.4090 1.4365 1.4953	1.3782 1.4090 1.4365 1.4953
for Provisionals	Entrance	1.3519	1.3519
Maintainer Circuit Breaker (388) Power Distribution (683) for Permanents	Entrance 2nd Year 3rd Year 4th Year	1.3911 1.4230 1.4515 1.5065	1.3911 1.4230 1.4515 1.5065
for Provisionals	Entrance	1.3636	1.3636
Maintainer Electronic Equipment (441;103)	Entrance & Max	1.5439	1.5439
Maintainer Power "B" (687), Signal (791) for Permanents	Entrance 2nd Year 3rd Year 4th Year	1.4230 1.4515 1.4790 1.5065	1.4230 1.4515 1.4790 1.5065
for Provisionals	Entrance	1.3911	1.3911

Maintainer

Power Cable (681) for Permanents	Entrance 2nd Year 3rd Year 4th Year	1.4230 1.4515 1.4790 1.5361	1.4230 1.4515 1.4790 1.5361
for Provisionals	Entrance	1.3911	1.3911
Maintainer Power Electronic (686) for Permanents	Entrance 2nd Year 3rd Year 4th Year	1.4297 1.4629 1.4918 1.5492	1.4297 1.4629 1.4918 1.5492
for Provisionals	Entrance	1.4017	1.4017
Maintainer Revenue Equip I (499;260)	Entrance & Max	1.5344	1.5439
Maintainer Revenue Equip II (502;261)	Entrance & Max	1.5439	1.5439
Maintainer Trainee Car (356), Signal (996), Structure "A" (822), "B" (825), "C" (827), "D" (833), "E" (823), "H" (842) 1-year Training Period	Entrance	1.1987	1.1987
r-year fraining renou	After 4 months After 8 months After 1 year	1.2488 1.3001 1.3372	1.2488 1.3001 1.3372
18-month Training Period *Note D*	Entrance After 6 months After 12 months After 16 months After 18 months	1.1987 1.2318 1.2669 1.3001 1.3372	1.1987 1.2318 1.2669 1.3001 1.3372
2-year Training Period *Note D*	Entrance After 6 months After 12 months After 18 months After 2 years	1.1987 1.2318 1.2669 1.3001 1.3372	1.1987 1.2318 1.2669 1.3001 1.3372
Maintainer's Helper "B" (616), "D" (618), Signal (804)			
for Permanents and Provisional Promotees	Entrance 2nd Year	1.2364 1.2646	1.2364 1.2646
for Provisional Appointees	Entrance	1.2082	1.2082

Railroad Stock Worker I (728)	Entrance	1.2048	1.2048
Stock Worker's Assistant (105)	2nd Year	1.2344	1.2344
	3rd Year	1.2632	1.2632
	4th Year	1.2921	1.2032
	5th Year	1.3185	1.3185
*Note E*	Spec Assign	1.3780	1.3780
Railroad Stock Worker II (748)	Entrance	1.3897	1.3897
Stock Worker (819)	2nd Year	1.4157	1.4157
	3rd Year	1.4432	1.4432
	4th Year	1.4745	1.4745
+k1			
*Note E*	Spec Assign	1.4953	1.4953
Railroad Track Cleaner (725)			
for Permanents	Entrance	1.2137	1.2137
	2nd Year	1.2392	1.2392
		1.2002	1.2002
for Provisionals	Entrance	1.1837	1.1837
Station Agent (813, 977)			
for Permanents and	Entrance	1.1697	1.1697
Provisional Promotees	2nd Year	1.2292	1.2292
for Provisional Appointees	Entrance	1.1427	1.1427
Technician, Power Electronic (682)			
for Permanents and	Entrance	1.3112	1.3112
Provisional Promotees	2nd Year	1.3727	1.3727
for Provisional Appointees	Entrance	1.2807	1.2807
Tower Operator (910)	Entrance	1.3835	1.3835
	2nd Year	1.4121	1.4121
Trackworker (912)	Entrance	1.3094	1.3094
for Permanents	2nd Year	1.3652	1.3652
	Spec Assign	1.4953	1.4953
	opoo / looigii	1.1000	1.1000
for Provisionals	Entrance	1.2704	1.2704
	Spec Assign	1.4953	1.4953
Traffic Checker (876)	Entrance & Max	0.2698	0.2698
Train Operator (650,651,909)	Entrance-Road	1.4648	1.4648
	Aft 231 days-Road	1.4953	1.4953
	Entrance-Yard	1.4090	1.4090
	2nd Year-Yard	1.4365	1.4365

Transit Electrical Helper Electronic Equipment (T02), Elevator and Escalator (T05), Light (T03), Power Distribution (T06), Signals (T01), Telephone (T08), Vent & Drain (T04)			
for Permanents and	Entrance	1.2364	1.2364
Provisional Promotees	2nd Year	1.2646	1.2646
for Provisional Appointees	Entrance	1.2082	1.2082
Transit Electrical Helper Power (T07)			
for Permanents and	Entrance	1.2364	1.2364
Provisional Promotees	2nd Year	1.2942	1.2942
for Provisional Appointees	Entrance	1.2082	1.2082
Transit Property Protection Agent (726;945) for Permanents	Entrance & Max	1.1648	1.1648
for Provisionals	Entrance	1.1352	1.1352

NOTES:

\*A\* : For Mechanical Maintainer "C" (637) who are assigned to the Division of Car Equipment.

\*B\* : For Mechanical Maintainer "C" (637) who are not assigned to the Division of Car Equipment.

\*C\*: Mabstoa Plant and Equipment Maintainers (106) are entitled to an additional \$1.00 per hour

premium.

\*D\*: For Car Maintainer Trainee only.

\*E\* :To be paid for each hour that employee actually operates one of the heavy-duty cranes at either the Atlantic Avenue or 207th Street Storeroom.

# **APPENDIX C**

# NIGHT DIFFERENTIAL - RATES OF PAY (APPOINTED ON OR AFTER 4/1/1980 BUT PRIOR TO 7/1/1985)

		12/15/1999	2/29/2000
Title (code)		\$	\$
Bus Operator (141,325,326;266,608,609)	Entrance	1.0541	1.0541
	7th month	1.1244	1.1244
	2nd year	1.1947	1.1947
	19th month	1.2650	1.2650
	3rd year	1.3352	1.3352
	31st month	1.4055	1.4055
Cleaner (339,389;217,219)	Entrance	0.8929	0.8929
	7th month	0.9524	0.9524
	2nd year	1.0119	1.0119
	19th month	1.0715	1.0715
	3rd year	1.1310	1.1310
	31st month	1.1905	1.1905
Collecting Agent (405,967;258)	Entrance	1.0025	1.0025
	7th month	1.0693	1.0693
	2nd year	1.1361	1.1361
	19th month	1.2029	1.2029
	3rd year	1.2698	1.2698
	31st month	1.3366	1.3366
Conductor (412,413)	Entrance	0.9782	0.9782
	7th month	1.0434	1.0434
	2nd year	1.1087	1.1087
	19th month	1.1739	1.1739
	3rd year	1.2391	1.2391
	31st month	1.3043	1.3043
Conductor-in-Charge,			
Freight Trains (411)	Entrance & Max	1.3560	1.3560
Electronic Specialist (270;372)	Entrance	1.4297	1.4297
for Permanents	2nd Year	1.4629	1.4629
	3rd Year	1.4918	1.4918
	4th Year	1.5492	1.5492
for Provisionals	Entrance	1.4017	1.4017
Helper/Helper P&E (448)	Entrance	0.9485	0.9485
	7th month	1.0117	1.0117
	2nd year	1.0749	1.0749
	19th month	1.1381	1.1381
	3rd year	1.2014	1.2014

	31st month	1.2646	1.2646
Inspector, Car (255,341) for Permanents	Entrance 2nd Year 3rd Year 4th Year	1.3782 1.4090 1.4365 1.4953	1.4473 1.4781 1.5056 1.5644
for Provisionals	Entrance	1.3519	1.4209
Inspector, Road Car (734)	Entrance & Max	1.5361	1.6052
Maintainer Airbrake (071), Car "A" (349), "B" (350), "C" (351), "E" (353), "F" (354), Mechanical "C" (637) * Note A* for Permanents	Entrance 2nd Year 3rd Year 4th Year	1.3782 1.4090 1.4365 1.4953	1.4473 1.4781 1.5056 1.5644
for Provisionals	Entrance	1.3519	1.4209
Maintainer Bus "A" (320), "B" (321), "B" El Tech (323), Body (101), Chassis (100), Light (606), Mechanical "B" (636), "C" (637) * Note B *, Plant & Equipment (106) *Note C*, Structure "A" (815), "B" (816), "C" (817), "D" (818), "E" (819), "F" (820), "G" (821), "H" (839), Telephone (906), Telephone Cable (904), Track Equipment (884), Turnstile (932), Vent & Drain (944) for Permanents	Entrance 2nd Year 3rd Year 4th Year	1.3782 1.4090 1.4365 1.4953	1.3782 1.4090 1.4365 1.4953
for Provisionals	Entrance	1.3519	1.3519
Maintainer Circuit Breaker (388) Power Distribution (683) for Permanents	Entrance 2nd Year 3rd Year 4th Year	1.3911 1.4230 1.4515 1.5065	1.3911 1.4230 1.4515 1.5065
for Provisionals	Entrance	1.3636	1.3636
Maintainer Electronic Equipment (441;103)	Entrance & Max	1.5439	1.5439
Maintainer Power "B" (687), Signal (791)	Entrance	1.4230	1.4230

for Permanents	2nd Year 3rd Year 4th Year	1.4515 1.4790 1.5065	1.4515 1.4790 1.5065
for Provisionals	Entrance	1.3911	1.3911
Maintainer Power Cable (681) for Permanents	Entrance 2nd Year	1.4230 1.4515	1.4230 1.4515
	3rd Year 4th Year	1.4790 1.5361	1.4790 1.5361
for Provisionals	Entrance	1.3911	1.3911
Maintainer Power Electronic (686) for Permanents	Entrance 2nd Year 3rd Year 4th Year	1.4297 1.4629 1.4918 1.5492	1.4297 1.4629 1.4918 1.5492
for Provisionals	Entrance	1.4017	1.4017
Maintainer Revenue Equip I (499;260)	Entrance & Max	1.5344	1.5439
Maintainer Revenue Equip II (502;261)	Entrance & Max	1.5439	1.5439
Maintainer Trainee Car (356), Signal (996), Structure "A" (822), "B" (825), "C" (827), "D" (833), "E" (823), "H" (842)	Entrance 7th month 2nd year 19th month 3rd year 31st month	1.0029 1.0698 1.1366 1.2035 1.2703 1.3372	1.0029 1.0698 1.1366 1.2035 1.2703 1.3372
Maintainer's Helper "B" (616), "D" (618), Signal (804)	Entrance 7th month 2nd year 19th month 3rd year 31st month	0.9485 1.0117 1.0749 1.1381 1.2014 1.2646	0.9485 1.0117 1.0749 1.1381 1.2014 1.2646
Railroad Stock Worker I (728) Stock Worker's Assistant (105)	Entrance 2nd Year 3rd Year 4th Year 5th Year	1.2048 1.2344 1.2632 1.2921 1.3185	1.2048 1.2344 1.2632 1.2921 1.3185
*Note E*	Spec Assign	1.3780	1.3780

Railroad Stock Worker II (748)	Entrance	1.3897	1.3897
Stock Worker (819)	2nd Year	1.4157	1.4157
	3rd Year	1.4432	1.4432
	4th Year	1.4745	1.4745
*Note E*	Spec Assign	1.4953	1.4953
	opeer weight		
Railroad Track Cleaner (725)	Entrance	0.9294	0.9294
	7th month	0.9914	0.9914
	2nd year	1.0533	1.0533
	19th month	1.1153	1.1153
	3rd year	1.1772	1.1772
	31st month	1.2392	
	3 IST MONTH	1.2392	1.2392
Station Agent (812, 077)	Entrance	0.9219	0.9219
Station Agent (813, 977)			
	7th month	0.9834	0.9834
	2nd year	1.0448	1.0448
	19th month	1.1063	1.1063
	3rd year	1.1677	1.1677
	31st month	1.2292	1.2292
Technician, Power Electronic (682)	Entrance	1.0295	1.0295
	7th month	1.0982	1.0982
	2nd Year	1.1668	1.1668
	19th month	1.2354	1.2354
	3rd year	1.3041	1.3041
	31st month	1.3727	1.3727
T		4 0504	4 0504
Tower Operator (910)	Entrance	1.0591	1.0591
	7th month	1.1297	1.1297
	2nd Year	1.2003	1.2003
	19th month	1.2709	1.2709
	3rd year	1.3415	1.3415
	31st month	1.4121	1.4121
<b>T</b>   (210)		4 0000	4 0000
Trackworker (912)	Entrance	1.0239	1.0239
	7th month	1.0922	1.0922
	2nd Year	1.1604	1.1604
	19th month	1.2287	1.2287
	3rd year	1.2969	1.2969
	31st month	1.3652	1.3652
	Spec Assign	1.4953	1.4953
Traffic Checker (876)	Entrance & Max	0.2698	0.2698
		4 4040	4 4040
Train Operator (650,651,909)	Entrance-Road	1.4648	1.4648
	Aft 231 days-Road	1.4953	1.4953
	Entrance-Yard	1.4090	1.4090
	2nd Year-Yard	1.4365	1.4365

Transit Electrical Helper	Entrance	0.9485	0.9485
Electronic Equipment (T02),	7th month	1.0117	1.0117
Elevator and Escalator (T05),	2nd year	1.0749	1.0749
Light (T03), Power Distribution (T06),	19th month	1.1381	1.1381
Signals (T01), Telephone (T08),	3rd year	1.2014	1.2014
Vent & Drain (T04)	31st month	1.2646	1.2646
Transit Electrical Helper Power (T07)	Entrance	0.9707	0.9707
	7th month	1.0354	1.0354
	2nd year	1.1001	1.1001
	19th month	1.1648	1.1648
	3rd year	1.2295	1.2295
	31st month	1.2942	1.2942
Transit Property Protection Agent (726;945)	Entrance	0.8736	0.8736
	7th month	0.9318	0.9318
	2nd Year	0.9901	0.9901
	19th month	1.0483	1.0483
	3rd year	1.1066	1.1066
	31st month	1.1648	1.1648

NOTES:

\*A\* : For Mechanical Maintainer "C" (637) who are assigned to the Division of Car Equipment. \*B\* : For Mechanical Maintainer "C" (637) who are not assigned to the Division of Car Equipment.

\*C\*: Mabstoa Plant and Equipment Maintainers (106) are entitled to an additional \$1.00 per hour

premium.

\*D\*: For Car Maintainer Trainee only.

\*E\* :To be paid for each hour that employee actually operates one of the heavy-duty cranes at either the Atlantic Avenue or 207th Street Storeroom.

# **APPENDIX C**

# NIGHT DIFFERENTIAL - RATES OF PAY (APPOINTED ON OR AFTER 7/1/1985 BUT PRIOR TO 5/15/1992)

		12/15/1999	2/29/2000
Title (code)		\$	\$
Bus Operator (141,325,326;266,608,609)	Entrance	0.9839	0.9839
	2nd year	1.1244	1.1244
	3rd year	1.2650	1.2650
	4th year	1.4055	1.4055
Cleaner (339,389;217,219)	Entrance	0.8334	0.8334
Appointed on or after 7/1/85	2nd year	0.9524	0.9524
but prior to 4/29/88	3rd year	1.0715	1.0715
	4th year	1.1905	1.1905
Cleaner (339,389;217,219)	Entrance	0.8333	0.8333
Appointed on or after 4/29/88	2nd year	0.9524	0.9524
	3rd year	1.0714	1.0714
	4th year	1.1905	1.1905
Collecting Agent (405,967;258)	Entrance	0.9356	0.9356
	2nd year	1.0693	1.0693
	3rd year	1.2029	1.2029
	4th year	1.3366	1.3366
Conductor (412,413)	Entrance	0.9130	0.9130
	2nd year	1.0434	1.0434
	3rd year	1.1739	1.1739
	4th year	1.3043	1.3043
Conductor-in-Charge,			
Freight Trains (411)	Entrance & Max	1.3560	1.3560
Electronic Specialist (270;372)	Entrance	1.4297	1.4297
for Permanents	2nd Year	1.4629	1.4629
	3rd Year	1.4918	1.4918
	4th Year	1.5492	1.5492
for Provisionals	Entrance	1.4017	1.4017
Helper/Helper P&E (448)	Entrance	0.8852	0.8852
	2nd year	1.0117	1.0117
	3rd year	1.1381	1.1381
	4th year	1.2646	1.2646
Inspector, Car (255,341)	Entrance	1.3782	1.4473
for Permanents	2nd Year	1.4090	1.4781
	3rd Year	1.4365	1.5056

		4th Year	1.4953	1.5644
	for Provisionals	Entrance	1.3519	1.4209
Insp	ector, Road Car (734)	Entrance & Max	1.5361	1.6052
Mair	ntainer Airbrake (071), Car "A" (349), "B" (350), "C" (351), "E" (353), "F" (354), Mechanical "C" (637) * Note A* for Permanents	Entrance 2nd Year 3rd Year 4th Year	1.3782 1.4090 1.4365 1.4953	1.4473 1.4781 1.5056 1.5644
	for Provisionals	Entrance	1.3519	1.4209
Mair	ntainer Bus "A" (320), "B" (321), "B" El Tech (323), Body (101), Chassis (100), Light (606), Mechanical "B" (636), "C" (637) * Note B *, Plant & Equipment (106) *Note C*, Structure "A" (815), "B" (816), "C" (817), "D" (818), "E" (819), "F" (820), "G" (821), "H" (839), Telephone (906), Telephone Cable (904), Track Equipment (884), Turnstile (932), Vent & Drain (944) for Permanents	Entrance 2nd Year 3rd Year 4th Year	1.3782 1.4090 1.4365 1.4953	1.3782 1.4090 1.4365 1.4953
	for Provisionals	Entrance	1.3519	1.3519
Mair	ntainer Circuit Breaker (388) Power Distribution (683) for Permanents	Entrance 2nd Year 3rd Year 4th Year	1.3911 1.4230 1.4515 1.5065	1.3911 1.4230 1.4515 1.5065
	for Provisionals	Entrance	1.3636	1.3636
Mair	ntainer Electronic Equipment (441;103)	Entrance & Max	1.5439	1.5439
Mair	ntainer Power "B" (687), Signal (791) for Permanents for Provisionals	Entrance 2nd Year 3rd Year 4th Year Entrance	1.4230 1.4515 1.4790 1.5065 1.3911	1.4230 1.4515 1.4790 1.5065 1.3911

Maintainer			
Power Cable (681)	Entrance	1.4230	1.4230
for Permanents	2nd Year	1.4515	1.4515
	3rd Year	1.4790	1.4790
	4th Year	1.5361	1.5361
for Provisionals	Entrance	1.3911	1.3911
Maintainer			
Power Electronic (686)	Entrance	1.4297	1.4297
for Permanents	2nd Year	1.4629	1.4629
	3rd Year	1.4918	1.4918
	4th Year	1.5492	1.5492
for Provisionals	Entrance	1.4017	1.4017
Maintainer			
Revenue Equip I (499;260)	Entrance & Max	1.5344	1.5439
Maintainer			
Revenue Equip II (502;261)	Entrance & Max	1.5439	1.5439
		1.5458	1.5455
Maintainer Trainee			
Car (356), Signal (996),	Entrance	0.9360	0.9360
Structure "A" (822), "B" (825),	2nd year	1.0698	1.0698
"C" (827), "D" (833),	3rd year	1.2035	1.2035
"E" (823), "H" (842)	4th year	1.3372	1.3372
Maintainer's Helper			
"B" (616), "D" (618),	Entrance	0.8852	0.8852
Signal (804)	2nd year	1.0117	1.0117
	3rd year	1.1381	1.1381
	4th year	1.2646	1.2646
	-til your	1.2040	1.2040
Railroad Stock Worker I (728)	Entrance	0.9230	0.9230
Stock Worker's Assistant (105)	2nd Year	1.0548	1.0548
	3rd Year	1.1867	1.1867
	4th Year	1.3185	1.3185
*Note E*	Spec Assign	1.3780	1.3780
Railroad Stock Worker II (748)	Entrance	1.3897	1.3897
Stock Worker (819)	2nd Year	1.4157	1.4157
	3rd Year	1.4432	1.4432
	4th Year	1.4745	1.4745
*Note E*	Spec Assign	1.4953	1.4953
	opeo Assign	1.7000	1.7333
Railroad Track Cleaner (725)	Entrance	0.8674	0.8674
	2nd Year	0.9914	0.9914
	3rd Year	1.1153	1.1153

	4th Year	1.2392	1.2392
Station Agent (813, 977)	Entrance	0.8604	0.8604
	2nd year	0.9834	0.9834
	3rd year	1.1063	1.1063
	4th year	1.2292	1.2292
Technician, Power Electronic (682)	Entrance	0.9609	0.9609
	2nd Year	1.0982	1.0982
	3rd Year	1.2354	1.2354
	4th Year	1.3727	1.3727
Tower Operator (910)	Entrance	0.9885	0.9885
	2nd Year	1.1297	1.1297
	3rd Year	1.2709	1.2709
	4th Year	1.4121	1.4121
Trackworker (912)	Entrance	0.9556	0.9556
	2nd Year	1.0922	1.0922
	3rd Year	1.2287	1.2287
	4th Year	1.3652	1.3652
	Spec Assign	1.4953	1.4953
Traffic Checker (876)	Entrance & Max	0.2698	0.2698
Train Operator (650,651,909)	Entrance-Road	1.4648	1.4648
	Aft 231 days-Road	1.4953	1.4953
	Entrance-Yard	1.4090	1.4090
	2nd Year-Yard	1.4365	1.4365
Transit Electrical Helper Electronic Equipment (T02), Elevator and Escalator (T05),			
Light (T03), Power Distribution (T06),	Entrance	0.8852	0.8852
Signals (T01), Telephone (T08),	2nd year	1.0117	1.0117
Vent & Drain (T04)	3rd year	1.1381	1.1381
	4th year	1.2646	1.2646
Transit Electrical Helper Power (T07)	Entrance	0.9059	0.9059
	2nd year	1.0354	1.0354
	3rd year	1.1648	1.1648
	4th year	1.2942	1.2942
Transit Property Protection Agent (726;945)	Entrance	0.8154	0.8154
	2nd Year	0.9318	0.9318
	3rd Year	1.0483	1.0483
	4th Year	1.1648	1.1648

#### NOTES:

\*A\* : For Mechanical Maintainer "C" (637) who are assigned to the Division of Car Equipment.

\*B\* : For Mechanical Maintainer "C" (637) who are not assigned to the Division of Car Equipment.

\*C\*: Mabstoa Plant and Equipment Maintainers (106) are entitled to an additional \$1.00 per hour premium.

\*D\*: For Car Maintainer Trainee only.

\*E\* :To be paid for each hour that employee actually operates one of the heavy-duty cranes at either the Atlantic Avenue or 207th Street Storeroom.

# **APPENDIX C**

# NIGHT DIFFERENTIAL - RATES OF PAY (APPOINTED ON OR AFTER 5/15/1992)

		12/15/1999	2/29/2000
Title (code)		\$	\$
Apprentices			
Transit Elect Apprentice (988)	Entrance	0.9360	0.9360
Transit Mech Apprentice (989)	2nd year	1.0028	1.0028
Transit Struc Apprentice (994)	3rd year	1.1364	1.1364
Bue Operator (111 225 226:266 608 600)	<b>Entrance</b>	0.0020	0.0820
Bus Operator (141,325,326;266,608,609)	Entrance	0.9839 1.0541	0.9839 1.0541
	2nd year	1.1947	1.1947
	3rd year	1.4055	1.1947
	4th year	1.4055	1.4055
Cleaner (339,389;217,219)	Entrance	0.8333	0.8333
	2nd year	0.8929	0.8929
	3rd year	1.0119	1.0119
	4th year	1.1905	1.1905
Collecting Agent (405,967;258)	Entrance	0.9356	0.9356
Appointed on or after 5/15/1992	2nd year	1.0025	1.0025
but prior to 2/29/2000 *Note D*	3rd year	1.1361	1.1361
	4th year	1.3366	1.3366
Collecting Agent (405 067) *Note D*	Entranco		0.0256
Collecting Agent (405,967) *Note D*	Entrance		0.9356 0.9529
Appointed on or after 2/29/2000	2nd year		1.0233
	3rd year		
	4th year		1.3366
Conductor (412,413)	Entrance	0.9130	0.9130
	2nd year	0.9782	0.9782
	3rd year	1.1087	1.1087
	4th year	1.3043	1.3043
Conductor-in-Charge,			
Freight Trains (411)	Entrance & Max	1.3560	1.3560
Flootrania Crossielist (270:272)	Fatronoo	4 4007	1 4007
Electronic Specialist (270;372)	Entrance 2nd Year	1.4297	1.4297
for Permanents		1.4629	1.4629
	3rd Year	1.4918 1.5492	1.4918 1.5492
	4th Year	1.5492	1.5492
for Provisionals	Entrance	1.4017	1.4017
Helper/Helper P&E (448)	Entrance	0.8852	0.8852
· · · · · · · · · · · · · · · · · · ·	2nd year	0.9485	0.9485
	3rd year	1.0749	1.0749
	4th year	1.2646	1.2646
			0.0

Inspector, Car (255,341) for Permanents	Entrance 2nd Year 3rd Year	1.3782 1.4090 1.4365	1.4473 1.4781 1.5056
	4th Year	1.4953	1.5644
for Provisionals	Entrance	1.3519	1.4209
Inspector, Road Car (734)	Entrance & Max	1.5361	1.6052
Maintainer Airbrake (071), Car "A" (349), "B" (350), "C" (351), "E" (353), "F" (354), Mechanical "C" (637) * Note A* for Permanents	Entrance 2nd Year 3rd Year 4th Year	1.3782 1.4090 1.4365 1.4953	1.4473 1.4781 1.5056 1.5644
for Provisionals	Entrance	1.3519	1.4209
Maintainer Bus "A" (320), "B" (321), "B" El Tech (323), Body (101), Chassis (100), Light (606), Mechanical "B" (636), "C" (637) * Note B *, Plant & Equipment (106) *Note C*, Structure "A" (815), "B" (816), "C" (817), "D" (818), "E" (819), "F" (820), "G" (821), "H" (839), Telephone (906), Telephone Cable (904), Track Equipment (884), Turnstile (932), Vent & Drain (944)	Entrance	1.3782	1.3782
for Permanents	2nd Year 3rd Year	1.4090 1.4365	1.4090 1.4365
	4th Year	1.4953	1.4953
for Provisionals	Entrance	1.3519	1.3519
Maintainer Circuit Breaker (388) Power Distribution (683) for Permanents	Entrance 2nd Year 3rd Year 4th Year	1.3911 1.4230 1.4515 1.5065	1.3911 1.4230 1.4515 1.5065
for Provisionals	Entrance	1.3636	1.3636
Maintainer Electronic Equipment (441;103)	Entrance & Max	1.5439	1.5439
Maintainer Power "B" (687), Signal (791) for Permanents	Entrance 2nd Year 3rd Year 4th Year	1.4230 1.4515 1.4790 1.5065	1.4230 1.4515 1.4790 1.5065

for Provisionals	Entrance	1.3911	1.3911
Maintainer Power Cable (681) for Permanents	Entrance 2nd Year 3rd Year 4th Year	1.4230 1.4515 1.4790 1.5361	1.4230 1.4515 1.4790 1.5361
for Provisionals	Entrance	1.3911	1.3911
Maintainer Power Electronic (686) for Permanents	Entrance 2nd Year 3rd Year 4th Year	1.4297 1.4629 1.4918 1.5492	1.4297 1.4629 1.4918 1.5492
for Provisionals	Entrance	1.4017	1.4017
Maintainer Revenue Equip I (499;260)	Entrance & Max	1.5344	1.5439
Maintainer Revenue Equip II (502;261)	Entrance & Max	1.5439	1.5439
Maintainer Trainee Car (356), Signal (996), Structure "A" (822), "B" (825), "C" (827), "D" (833), "E" (823), "H" (842)	Entrance 2nd year 3rd year 4th year	0.9360 1.0029 1.1366 1.3372	0.9360 1.0029 1.1366 1.3372
Maintainer's Helper "B" (616), "D" (618), Signal (804)	Entrance 2nd year 3rd year 4th year	0.8852 0.9485 1.0749 1.2646	0.8852 0.9485 1.0749 1.2646
Railroad Stock Worker I (728) Stock Worker's Assistant (105)	Entrance 2nd Year 3rd Year 4th Year	0.9230 1.0548 1.1867 1.3185	0.9230 1.0548 1.1867 1.3185
*Note E*	Spec Assign	1.3780	1.3780
Railroad Stock Worker II (748) Stock Worker (819)	Entrance 2nd Year 3rd Year 4th Year	1.3897 1.4157 1.4432 1.4745	1.3897 1.4157 1.4432 1.4745
*Note E*	Spec Assign	1.4953	1.4953
Railroad Track Cleaner (725)	Entrance 2nd Year 3rd Year	0.8674 0.9294 1.0533	0.8674 0.9294 1.0533

	4th Year	1.2392	1.2392
Station Agent (813, 977)	Entrance	0.8604	0.8604
Station Agent (013, 317)	2nd year	0.9219	0.9219
	3rd year	1.0448	1.0448
	-	1.2292	1.2292
	4th year	1.2292	1.2292
Technician, Power Electronic (682)	Entrance	0.9609	0.9609
	2nd Year	1.0295	1.0295
	3rd Year	1.1668	1.1668
	4th Year	1.3727	1.3727
Tower Operator (910)	Entrance	0.9885	0.9885
	2nd Year	1.0591	1.0591
	3rd Year	1.2003	1.2003
	4th Year	1.4121	1.4121
Trackworker (912)	Entrance	0.9556	0.9556
	2nd Year	1.0239	1.0239
	3rd Year	1.1604	1.1604
	4th Year	1.3652	1.3652
	Spec Assign	1.4953	1.4953
Traffic Checker (876)	Entrance & Max	0.2698	0.2698
Train Operator (650,651,909)	Entrance-Road	1.4648	1.4648
	Aft 231 days-Road	1.4953	1.4953
	Entrance-Yard	1.4090	1.4090
	2nd Year-Yard	1.4365	1.4365
Transit Electrical Helper Electronic Equipment (T02), Elevator and Escalator (T05),			
Light (T03), Power Distribution (T06),	Entrance	0.8852	0.8852
Signals (T01), Telephone (T08),	2nd year	0.9485	0.9485
Vent & Drain (T04)	3rd year	1.0749	1.0749
	4th year	1.2646	1.2646
Transit Electrical Helper Power (T07)	Entrance	0.9059	0.9059
	2nd year	0.9707	0.9707
	3rd year	1.1001	1.1001
	4th year	1.2942	1.2942
Transit Dranarty Dratastics Acast (796:045)	Entranco	0.9154	0 9454
Transit Property Protection Agent (726;945)	Entrance	0.8154	0.8154
	2nd Year	0.8736	0.8736
	3rd Year	0.9901	0.9901
	4th Year	1.1648	1.1648

NOTES: \*A\* : For Mechanical Maintainer "C" (637) who are assigned to the Division of Car Equipment.

- \*B\* : For Mechanical Maintainer "C" (637) who are not assigned to the Division of Car Equipment.
- \*C\*: Mabstoa Plant and Equipment Maintainers (106) are entitled to an additional \$1.00 per hour premium.
- \*D\*: Progression change for Collecting Agents hired on or after 2/29/2000 does not apply to Mabstoa employees (258)
- \*E\* :To be paid for each hour that employee actually operates one of the heavy-duty cranes at either the
  - Atlantic Avenue or 207th Street Storeroom.

# **APPENDIX D**

# NIGHT DIFFERENTIAL RATES OF PAY SALARIED EMPLOYEES

		12/15/1999	12/15/2000	12/15/2001
Title (Code)		\$	\$	\$
Office Aide L (806)	Minimum	0.8462	0 9462	0 8462
Office Aide I (806)	Maximum	1.0249	0.8462 1.0249	0.8462 1.0249
	Waximum	1.0249	1.0249	1.0249
Office Aide II (804)	Minimum	0.8747	0.8747	0.8747
	Maximum	1.1922	1.1922	1.1922
Office Aide III (803)	Minimum	0.9429	0.9429	0.9429
	Maximum	1.2216	1.2216	1.2216
Revenue Processing Coordinator I (305)	Minimum	2.2004	2.2664	2.3570
Revenue i rocessing obordinator i (500)	Maximum	2.7109	2.7922	2.9039
	Maximum	2.7109	2.1922	2.9039
Revenue Processing Coordinator II (079)	Minimum	2.4205	2.4931	2.5928
<b>o</b> ( )	Maximum	2.9819	3.0713	3.1942
Senior Clerk (721)				
Senior Keypunch Operator (724)				
Appointed Prior to 4/1/80	Minimum	1.0040	1.0040	1.0040
	Maximum	1.3483	1.3483	1.3483
Appointed On or After 4/1/80 but Prior to 7/1/85	Entrance	0.8379	0.8379	0.8379
	7th month	0.8938	0.8938	0.8938
		0.8938	0.8938	0.8938
	2nd year 19th	0.9490	0.9490	0.9490
	month	1.0055	1.0055	1.0055
	3rd year	1.0613	1.0613	1.0613
	31st			
	month	1.1172	1.1172	1.1172
Annalistad On an After 7/4/05 but Drive to 5/45/00	Fataaaa	0 7000	0 7000	0 7000
Appointed On or After 7/1/85 but Prior to 5/15/92	Entrance	0.7820	0.7820	0.7820
	2nd year	0.8938	0.8938	0.8938
	3rd year	1.0055	1.0055	1.0055
	4th year	1.1172	1.1172	1.1172
Appointed On or After 5/15/92	Entrance	0.7820	0.7820	0.7820
	2nd year	0.8379	0.8379	0.8379
	3rd year	0.9496	0.9496	0.9496
	4th year	1.1172	1.1172	1.1172
	, cai			
Senior Tabulator Operator (722)	Minimum	1.0437	1.0437	1.0437
	Maximum	1.3748	1.3748	1.3748

Technical Support Aide IA (874)	Minimum	0.8771	0.8771	0.8771
	Maximum	1.0801	1.0801	1.0801
Technical Support Aide IB (872)	Minimum	0.9455	0.9455	0.9455
	Maximum	1.2250	1.2250	1.2250
Technical Support Aide II (873)	Minimum	1.0474	1.0474	1.0474
	Maximum	1.4754	1.4754	1.4754
Technical Support Aide III (871)	Minimum	1.1516	1.1516	1.1516
	Maximum	1.5722	1.5722	1.5722
Telephone Operator (868)	Minimum	0.9508	0.9508	0.9508
	Maximum	1.2091	1.2091	1.2091
Word Processor I (056)	Minimum	0.8726	0.8726	0.8726
	Maximum	1.0747	1.0747	1.0747
Word Processor II (057)	Minimum	0.9407	0.9407	0.9407
	Maximum	1.2188	1.2188	1.2188
Word Processor III (055)	Minimum	1.0422	1.0422	1.0422
	Maximum	1.4681	1.4681	1.4681

## NEW YORK CITY TRANSIT AUTHORITY POLICY/INSTRUCTION

Subject	Classification	Issued	Number
DRUGS AND CONTROLLED SUBSTANCES	Administrative		

#### 1.0 POLICY

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

#### 2.0 PURPOSE

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

#### 3.0 SCOPE

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

#### 4.0 DEFINITIONS

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

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- 4.3 Marijuana (Marijuana) means all parts of the plant of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.
- 4.4 Medical Authorization A prescription or other writing from a licensed physician or dentist for the use of a Drug in the course of medical treatment, including the use of methadone in a certified drug program.
- 5.0 REPORTING AND TESTING OF CONTROLLED SUBSTANCES, DRUGS AND MARIJUANA

#### Reporting

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

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- 5.3.1 Back-to-work physical following extended illness, suspension or unauthorized absence, (21 or more days);
- 5.3.2 Biannual and/or annual periodic physicals;
- 5.3.3 Physical examinations for promotion;
- 5.3.4 When directed by members of supervision or management following any accident or unusual incident that occurs while on duty where it is reasonable to conclude that drug/alcohol use could have contributed to the accident, except that Cleaners (TA/OA), Railroad Clerks and employees in the clerical unit shall only be tested following an incident where there is reasonable suspicion of drug use.
- 5.3.5 When a Drug or Controlled Substance has been identified in a prior test, and less than one year has elapsed since the employee's successful completion of the EAP, and, where applicable, the employee has been restored to duty;
- 5.3.6 When supervision or management has reason to believe that the employee is impaired by virtue of being under the influence of alcohol, Controlled Substances, including marijuana, Drugs or any other substance.
- 5.3.7 When the employee is classified as safety-sensitive and is selected pursuant to the random testing program.
- 6.0 USE OR POSSESSION OF CONTROLLED SUBSTANCES, DRUGS AND MARIJUANA

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

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

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

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

- 6.3 Any employee voluntarily reporting his/her use of Drugs or Controlled Substances may be temporarily reassigned, transferred or placed on a leave in accordance with the Authority's restricted duty policy.
- 6.4 When the testing is positive for controlled substances or drugs, including marijuana, and the employee has less than one year of service, he/she shall be dismissed. The provisions of Section 9.0 shall not apply to employees dismissed under this paragraph.
- 6.5 When the testing is positive for drugs or controlled substances, excluding manijuana, for an employee with one or more years of service, the employee shall be dismissed.
- 6.6 An employee, with more than one (1) year of service, who tests positive for the first time for drugs or alcohol under the random drug testing program shall be treated in accordance with the provisions of Section 10.1.
- 6.7 When the testing is positive for manijuana for an employee with one (1) or more years of service, the employee will be referred to the Union Assistance Program (UAP) and will be required to participate in counseling. Failure to participate in counseling shall result in dismissal. The provisions of Section 9.0 shall not apply to employees dismissed under this paragraph. In the event of an incident, the employee shall be disciplined for any misconduct or improper performance relating to the incident only, in accordance with existing rules, regulations and policies of the Authority.

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

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

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

- 6.5 When the testing is positive for marijuana for an employee with one (1) or more years of service, following an incident that resulted in harm or injury to any person where it is reasonable to conclude that drug usage could have contributed to the incident, the employee shall be dismissed. The provisions of Section 9.0 shall not apply to employees dismissed under this paragraph.
- 6.10 In the event that an employee tests positive for drugs, including marijuana, and/or alcohol a second time as a result of any alcohol and/or drug testing, including a random test, the employee shall be dismissed without restoration, except that when the second positive test occurs more than one year after the employee's restoration to duty following the first positive test, the employee will be eligible for restoration to an available, budgeted non-safety sensitive position if he/she again completes rehabilitation as described in section 8.0 and 9.0. The employee will be paid the applicable rate of the non-safety sensitive position as per the collective bargaining agreement. The employee will be reclassified and assigned to the non-safety sensitive position in accordance with the procedures defined in the restricted duty policy. Section 2.16 does not apply herein.
- 6.11 An employee who tests positive a third time shall be dismissed without the opportunity for restoration.

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

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

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

- 7.1 The employee shall submit a written request to the Labor Disputes Resolution Section of the Labor Relations Department including the employee's name, pass number, the date on which the samples were given. An employee will be allowed five (5) weeks from the date the results of the initial tests are reported to the employee to request a confirmation retest from another laboratory.
- 7.2 Requests for confirmation of test results can only be honored if the employee chooses to give sufficient samples at the time of the original examination.
- 7.3 The employee may choose to send his/her sample to any one of the laboratories that appear on a list which is maintained by the Labor Disputes Resolution Section of the Labor Relations Department. Where an employee chooses to send his/her sample to a laboratory that does not appear on the above list, Section 7.7 shall not apply. However, the Authority shall receive a copy of the laboratory test results.
- 7.4 The selected laboratory shall be responsible for the pick-up and transport of the sample.
- 7.5 The selected laboratory shall fill out a chain of custody form which will be submitted with the test results.
- 7.6 The employee shall be solely responsible for the cost of transport and the cost of all laboratory tests requested. All arrangements for payment shall be made by the employee with the laboratory.

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- 7.7 Laboratory test results shall be submitted to the Authority and the employee. Where the initial results rendered by the laboratory utilized by the Transit Authority are not confirmed, the Authority will not proceed with disciplinary action for Drug and/or Controlled Substance use.
- 7.8 For retesting by a second laboratory of all drugs and controlled substances subject to testing by the Authorities, the definition of a "negative retest result" shall be: a laboratory test using the same procedure as the initial laboratory's confirmation test (i.e., currently, a GCMS test) which reports that there is present less than one-half of the minimum quantitative cut-off level used by the initial laboratory to confirm that a specimen has tested positive.

#### 8.0 EMPLOYEE ASSISTANCE PROGRAM

- 8.1 The Employee Assistance Program shall provide assistance to employees who are referred to it as provided in this P/I. The EAP program will no longer service volunteers.
- 8.2 Employees referred to EAP programs under the provision of this policy must comply in all respects with the directions and program requirements of EAP or be subject to dismissal from service. The provisions of Section 9.0 shall not apply to employees dismissed under this paragraph.
- 8.3 Volunteers and employees mandated to UAP after first time marijuana may utilize benefits available through the Health Benefits Trust for the purposes of obtaining counseling.
- 8.4 Where an employee who is required to participate in the Employee Assistance Program fails to comply with the requirements of the Employee Assistance Program, and the employee is working in a safety sensitive position, the Employee Assistance Program shall immediately notify the employee's Department Head to relieve the employee of his/her responsibilities and place him/her in a no pay status. The Employee Assistance Program shall then notify the director of the Union Assistance Program of the employee's non-compliance. The Union Assistance Program will have ten (10) working days in which to contact the employees and encourage him/her to comply with the requirements of the Employee Assistance Programs. If after ten (10) working days the employee has not

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complied, the Employee Assistance Program shall notify the employee's Department Head and the employee shall be dismissed.

- 8.5 If the employee is not complying with the requirements of the Employee Assistance Program and is not working or is not working in a safety sensitive position, the employee's Department Head will not be notified of the non-compliance until after the ten (10) days and only if the employee is still non-compliant.
- 8.6 It is understood that the employee must authorize the Employee Assistance Program, in writing, to notify the Union Assistance Program of his/her non-compliance in order for the Employee Assistance Program to be bound by the notice provisions of this agreement. Failure to provide such authorization will result in immediate notification of non-compliance to the Department Head.
- 8.7 It is further understood that the EAP will not unreasonably apply its non-compliance standards.

#### 9.0 RESTORATIONS

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

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

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

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

#### 10.0 RANDOM DRUG TESTING

The following only applies to random drug testing:

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- 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 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 except that they shall be referred to UAP.
- 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 a fine employee had been found positive. In addition, the employee will be subject to appropriate discipline for failure to comply with a direct order for which the penalty may be dismissal.
- 10.4 Representatives of the Authority and the Union have met to discuss the method in which random testing will be conducted. The random testing will be conducted in a manner which accords with the appropriate standards of medical safety and which respects employee privacy and the standards of work-force fairness and decency, as well as the Authority's needs for efficiency in its operation. The method of random testing will require that the Authority develop a list of unique selected numbers (e.g. social security numbers) which pool of numbers will be used for random selection; avoidance of the use of actual employees names in the selection has the purpose of avoiding any suspicion of subjectivity in selection. The Authority will inform the union of selection methods to be used. It is understood that mobile vans may be used to facilitate the collection of test samples with minimal work disruption and to accommodate the work locations of employees.

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- **10.5** Whenever it is feasible to do so during day time hours, the Authority will transport and escort employees to the testing site. The Authority will transport and escort employees who are required to report at night to the testing site. Employees who are not transported and escorted are required to report for testing to the appropriate medical assessment center or other appropriate testing site, as directed by supervision, as soon as possible via public transportation. Use of an employee's personal vehicle is prohibited unless the employee is escorted by supervision. Employees who report unreasonably late after they are directed for testing or who do not appear at all shall be considered as having refused the test.
- **10.6** For purposes of meeting service to the public, absences created by random drug/alcohol testing will be filled as per current practice for filling any other open work

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#### 1.0 POLICY

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

#### 2.0 PURPOSE

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

#### 3.0 SCOPE

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

#### 4.0 DEFINITIONS

- **4.1** Unfit due to indulgence in an alcoholic beverage (a positive finding) A reading of .5mgm/cc or greater by a blood alcohol test or a refusal as per 5.2. below.
- 42 Property For the purpose of this P/I shall mean the property of the New York City Trans it 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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#### 5.0 TESTING FOR USE OF ALCOHOLIC BEVERAGES

- 5.1 Employees of the Authority shall submit to alcohol testing in the following circumstances:
  - 5.1.1 When directed by members of supervision or management following any accident or unusual incident that occurs while on duty where it is reasonable to conclude that drug/alcohol use could have contributed to the accident, except that Cleaners (TA/OA), Railroad Clerks and employees in the clerical unit shall only be tested following an incident where there is reasonable suspicion of alcohol use.
  - 5.1.2 When supervision or management has reason to believe that the employee is impaired.
  - 5.1.3 When the employee is classified as safety-sensitive and is selected pursuant to the Random Testing Program.
  - 5.1.4 When an employee has tested positive for alcohol, whether in a random or other test, and has been restored to duty, he/she will be required to submit to a breath analysis test on an unannounced basis for a period of one year after successful completion of the Employee Assistance Program. If the breath analysis test indicates a reading 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 102.

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

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#### 6.0 CONSUMPTION OR POSSESSION OF ALCOHOLIC BEVERAGES

- 6.1 When someone is found 'UNFIT DUE TO INDULGENCE IN AN ALCOHOLIC BEVERAGE' (a positive finding) and the employee has less than one (1) year of service, he/she shall be dismissed from service. The provisions of Section 9.0 shall not apply to employees dismissed under this paragraph.
- **6.2** When the blood alcohol finding is positive for an employee with one (1) or more years of service, in the absence of any in-service incident that resulted in harm or injury to any person where it is reasonable to conclude that alcohol/drug use could have contributed to the incident, the employee, in the first such instance, will be suspended from duty for thirty (30) work days without pay. The employee will be referred to the Employee Assistance Program (EAP) and will be required to participate in counseling. Where EAP recommends restoration to full duty the employee shall be restored to duty following examination by the Authority's Medical Services Department, provided he/she has served the thirty (30) day suspension period.
- **6.3** When the blood alcohol finding is positive for an employee with one (I) or more years of service; following an incident that resulted in harm or injury to any person where it is reasonable to conclude that alcohol use could have contributed to the incident, the employee shall be dismissed. The provisions of Section 9.0 shall not apply to employees dismissed under this paragraph.
- **6.4** Employees covered by this P/I are covered by the provisions of the Authority's restricted duty policy. Employees who are referred to EAP pursuant to paragraph 62 may, where EAP recommends, be temporarily reassigned, placed on a leave or transferred in accordance with the restricted duty policy of the Authority. However, where the EAP does not certify that an employee is fit to perform full duty following one year from the initial positive finding for alcohol, the employee shall be dismissed. The provisions of paragraph 9.0 shall not apply to employees dismissed under this paragraph.

An employee will be allowed more than one (1) year for rehabilitation and eligible for restoration only if the employee has always remained in compliance.

**6.5** Where an employee is suspended and referred to EAP pursuant to paragraph 6.2 of this policy and EAP reports that the employee has not satisfactorily met the requirements of

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

- 6.6 Where an employee is found to be in possession of an alcoholic beverage while on duty, the employee, in the first such instance, shall be suspended from duty for thirty (30) work days without pay and referred to EAP. If an employee is found to be in possession of an alcoholic beverage while on duty in a second such instance, the employee shall be dismissed.
- 6.7 An employee found in possession of an alcoholic beverage while on duty, who previously was found or subsequently is found positive for alcohol, shall be dismissed. An employee found positive for alcohol and in possession of an alcoholic beverage, in the context of the same factual circumstances, shall be subject to treatment or penalty hereunder as if solely found positive for alcohol.
- 6.8 In the event the employee tests positive for drugs and/or alcohol a second time as a result of any alcohol and/or drug testing, including a random test, the employee shall be dismissed, without restoration, except that when the second positive test occurs more than one year after the employee's restoration to duty following the first positive test, the employee will be eligible for restoration to an available, budgeted non-safety sensitive position if he/she again completes rehabilitation as described in the Sections 8.0 and 9.0. The employee will be paid the applicable rate of the non-safety sensitive position as per the collective bargaining agreement. The employee will be reclassified and assigned to the non-safety sensitive position in accordance with the procedures defined in the restricted duty policy. Section 2.16 does not apply herein.
- 6.9 An employee who tests positive a third time for drugs or alcohol or any combination thereof shall be dismissed without opportunity for restoration.

#### 7.0 PROCEDURES FOR MAKING BLOOD SAMPLES AVAILABLE FOR CONFIRMATION TESTING

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

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- **7.2** When an employee or his/her representative requests that a frozen blood sample be sent for confirmation testing outside of the laboratories utilized by the Authority, the following procedure shall apply:
  - **7.2.1** The employee shall submit a written request to the Division of Labor Disputes Resolution of the Office of Labor Relations including the employee's name, pass number and the date on which the samples were given. Employees will be allowed five (5) weeks from the date the results of the initial tests are reported to the employee to request a confirmation retest from the other laboratory. Requests for confirmation of test results can only be honored it the employee chooses to give sufficient blood samples at the time the samples are given.
  - **7.2.2** The employee may choose to send his/her sample to any one of the laboratories that appear on a list which is maintained by the Division of Labor Disputes Resolution of the Office of Labor Relations.
  - **7.2.3** The selected laboratory shall be responsible for the pick-up and transport of the sample.
  - **7.2.4** The selected laboratory shall fill out a chain of custody form which will be submitted with the test results to the Authority.
  - **7.2.5** The employee shall be solely responsible for the cost of transport and the cost of all laboratory tests requested. All arrangements for payment shall be made by the employee with the laboratory.
  - **7.2.6** Laboratory test results shall be submitted to the Authority and the employee. Where the positive results rendered by the first laboratory are not confirmed by the second laboratory, the Authority will not proceed with disciplinary action for being unfit due to indulgence in an alcoholic beverage.
  - **7.2.7** Where an employee chooses to send his/her sample to a laboratory that does not appear on the above list, Section 7.2.6 shall not apply. However, the Authority shall receive a copy of the laboratory test results.

### **8.0** EMPLOYEE ASSISTANCE PROGRAM

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- 8.1 The Employee Assistance Program shall provide assistance to employees who are referred to it as provided in this P/I. The EAP program will no longer service volunteers.
- 8.2 EAP shall notify, in writing, the employee's Department Head or his designee immediately in all cases where an employee has failed to cooperate or satisfactorily meet the requirements of the EAP program in accordance with Paragraphs 8.5 and 8.6.
- 8.3 Employees referred to EAP programs under the provision of this policy must comply in all respects with the directions and program requirements of EAP or be subject to dismissal from service. The provisions of Section 9.0 shall not apply to employees dismissed under, this paragraph.
- 8.4 Volunteers may utilize benefits through the Health Benefit Trust for the purposes of obtaining counseling.
- 8.5 Where an employee who is required to participate in the Employee Assistance Program fails to comply with the requirements of the Employee Assistance Program, and the employee is working in a safety sensitive position, the Employee Assistance Program shall immediately notify the employee's Department Head to relieve the employee of his/her responsibilities and place him/her in a no pay status. The Employee Assistance Program shall then notify the director of the Union Assistance Program of the employee's non-compliance. The Union Assistance Program will have ten (10) working days in which to contact the employee and encourage him/her to comply with the requirements of the Employee Assistance Program. If after ten (10) working days the employee has not complied, the Employee Assistance Program shall notify the employee's Department Head and the employee shall be dismissed.
- 8.6 If the employee is not complying with the requirements of the Employee Assistance Program and is not working or is not working in a safety sensitive position, the employee's Department Head will not be notified of the non-compliance until after the ten (10) days as mentioned in Section 8.5, and only if the employee is still non-compliant.
- 8.7 It is understood that the employee must authorize the Employee Assistance Program, in writing, to notify the Union Assistance Program of his/her non-compliance in order for the Employee Assistance Program to be bound by the notice provisions of this agreement.

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

### 9.0 **RESTORATIONS**

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

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# NEW YORK CITY TRANSIT AUTHORITY

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

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

- 9.5 Employees dismissed for violating an Authority rule or regulation other than that involving. use or possession of alcoholic beverages shall not be eligible for restoration under this P/I.
- 9.6 When an employee reports to his or her department with an EAP restoration letter, he or she must be returned to the payroll no later than ten (10) work days after such report except where an employee is to be placed in an available, budgeted, non-safety-sensitive position pursuant to Section 6.8.

#### 10.0 RANDOM TESTING

The following shall only apply to random tests:

- 10.1 No disciplinary action will be taken against an employee who tests positive for alcohol in a random test if (i) the employee has no record of prior positive drug and/or alcohol tests at the Authority and (ii) the employee completes rehabilitation as herein described. The employee shall be referred to the Employee Assistance Program, relieved of his or her responsibilities, and given the opportunity for rehabilitation through that program. The employee will be 'In a No Pay' status, however, he/she will be permitted to use accrued leave balances during his/her participation in the Employee Assistance Program. Once the employee is certified as drug/alcohol free and otherwise eligible for restoration under section 9 of the policies, the employee will be restored to duty. The employee will be required to submit to an Authority-administered drug/alcohol test before he or she will be returned to duty.
- 10.2 Refusal to take a random alcohol test as directed will be deemed an admission of improper use of alcohol and treated as if the employee had been found positive. In addition, the employee will be subject to appropriate discipline for failure to comply with a direct order

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### NEW YORK CITY TRANSIT AUTHORITY

### POLICY/INSTRUCTION

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ALCOHOL	Administrative		

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 center or other appropriate testing site, as directed by supervision, as soon as possible via public transportation. Use of an employee's personal vehicle is prohibited unless the employee is escorted by supervision.
- 10.5 For purposes of meeting service to the public, absences created by random drug/alcohol testing will be filled as per current practice for filling any other open work.
- 10.6 An employee who is required to submit to a blood alcohol test following a breath analysis test will be relieved of his/her responsibilities pending the results of the blood alcohol test. Should the blood alcohol test result in a negative finding, the employee will be paid for the time held out of service as if he/she had worked.

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## **APENDIX F**

## TWU Holiday Schedule

Holiday	2000 Date /Day of Obs.	2001 Date/Day of Obs.	2002 Date/Day Obs.
New Year's Day	December 31 – Fri.*	January 1 – Mon.	January 1 – Tues.
Lincoln's B.D.	February 11 – Fri.*	February 12 – Mon.	February 12 – Tues.
Washington's B.D.	February 21- Mon.	February 19 – Mon.	February 18 – Mon.
Memorial Day	May 29 – Mon.	May 28 – Mon.	May 27 – Mon.
Independence Day	July 4 – Tues.	July 4 – Weds.	July 4 – Thurs.
Labor Day	September 4 Mon.	September 3- Mon.	September 2- Mon.
Veterans Day	November 10 - Fri*	November 12 – Mon.*	November 11 – Mon.
Thanksgiving Day	November 23- Thurs.	November 22- Thurs.	November 28- Thurs.
Christmas Day	December 25 – Mon.	December 25 – Tues.	December 25 – Weds.
Personal Day	**	**	**
Employee's B.D.	NA	NA	NA

\* As a general rule, holidays which fall on a Saturday or Sunday will be observed on Friday or Monday respectively.

\*\* Personal Day shall be taken at the employee's discretion subject to departmental circumstances and supervisory approval.

### Stipulation and Agreement

*Whereas*, the parties are seeking to resolve a number of issues related to release time.

*Whereas, the* resolution of these issues is in the furtherance of sound labor-management relations.

### It is hereby agreed as follows:

- *FIRST*: The parties agree that the current level of 47 full-time Union paid release time positions shall be increased by six (6) positions for a total of 53 positions. As in the past, these individuals are not able to participate in picking jobs during the period when granted Union paid release time. If the Union seeks to change the individuals holding these positions at a time other than a pick, the Union will work with management to minimize any operational impact. Those individuals returning to work for NYC Transit will, where possible, be granted normal seniority preferences.
- SECOND: The five (5) employees who are currently being carried absent without leave and are working for TWU, Local 100 will have their status changed to an approved leave of absence without pay for the Union for the entire period during which they have been absent.
  - THIRD: The Union agrees to continue participation in the Employee Recognition Program. When one of the hourly positions in the program is vacated, TWU, Local 100 and New York City Transit will jointly interview and select the replacement.
- *FOURTH:* NYC Transit agrees to convert the 13 part-time NYC Transit paid release time positions in the Division of Maintenance of Way 13 full-time paid release time positions subject to the rules set forth in the collective bargaining agreement.

FOR: NYC Transit

Lawrence G. Reuter President

10/3/01 Date

WU, Local 100

Roger Toussaint President

\_10/3/01

Date

### **Stipulation and Agreement**

Stipulation and Agreement entered into this 19<sup>th</sup> day of December 2001 by and between NYC Transit and Transport Workers Union, Local 100.

Whereas, a dispute, has arisen concerning vacation benefits for Union representatives who are on full-time release long term without pay to work for the Union who then returned to work for NYC Transit; and

Whereas, the Transit Authority and the Union have mutually agreed upon a settlement of the instant matter without the necessity of any further proceedings hereupon; 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 hereto as follows:

- FIRST: Employees who are granted long term full-time release without pay work for TWU, Local 100 will be able to freeze certain vacation leave time for use should they return to work for NYC Transit as follows:
  - a) Any vacation leave not utilized in the year in which they are granted unpaid leave to work for the Union will be frozen; and
  - b) A prorate share of accrued vacation based upon the number of months worked for NYC Transit in the vacation year in which they take leave to work for the Union will be frozen for later use;
  - c) The maximum number of vacation days granted when the employee returns to work shall not exceed 25 days. Any days accrued exceeding the 25 vacation days can be cashed out at the end of the leave year in accord with the parties agreement concerning single day vacations.

### Example 1

Assume the vacation year is the calendar year. On July 1, an employee is granted full-time unpaid release time to work for the Union. The employee is entitled to four weeks vacation and has utilized two weeks prior to July 1. The two weeks not yet utilized will be frozen for later use.

In addition, the employee has accrued two additional weeks while working during the period January 1 through June 30 prior to going to work for the Union. These two weeks can also be frozenfor later use.

The employee returns to work on January 1, four years later. They would be entitled to the four weeks frozen as set forth above.

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

For: NYC Transit Authority

FOR:

By: Ralph Agritelley 12/19/01

apreenent is retroactive ? TW U.Local 100

6/3/96

### Release

New York City Transit agrees to release with pay 3 (three) members of local 100 assigned to the Union Assistance Program as peer counsellors for the purpose of field education and intervention. These 3 (three) employees are in addition to the 5 (five) peer counselors/representatives mentioned in the contract sections 1.20 c. & d., which brings the total to 8 (eight) employees released for UAP purposes. In addition, NYCT agrees to release 2 (two) additional members of Local 100 to serve on the Safety Committee for a total of 5.

OA union representative may escort a retiree to East New York upon his/her retirement. The safety walk around at each facility once per month will be restored. In addition, shop stewards at TA depots (maintenance), OA clerical and traffic checkers will be granted paid release for the purposes and under the conditions specified in Section 1.16 A and C of the collective bargaining agreement.

52 A.N. 235

The parties agree to work together in good faith to ensure that both the Union and Management will not be embarrassed by developing a work schedule that causes direct contact between TWU represented cleaners and WEP participants.

Management may utilize WTP participants in mobile wash teams if it includes a lead cleaner.

In Stations, separate work gangs will be utilized in a given location.

Management may supplement that WEP gang with additional WEPS, but cannot reduce the TWU workforce at such locations. This provision only applies to the supplemental work performed and it is not applicable to or effect the agreed upon reductions in cleaners.

Management agrees to identify the terminal positions in Car Equipment that will be subject to replacement by WEPS. When replacement occurs, the lowest seniority cleaner(s) shall be displaced first. Cleaners will fill vacancies in their own division, if available, prior to being sent to another division. If no vacancy exists, then the cleaner will remain in his/her own picked location until such time as a vacancy exists.

If a cleaner is forced to fill a vacancy in another division, said cleaner will be given the opportunity to exercise his/her seniority to return to his/her old division when a pick occurs and a vacancy exists.

Management agrees not to reduce more than 300 cleaners from any single division, i.e. Stations or Car Equipment and only to a level consistent with Paragraph 9 (a) of the Memorandum of Understanding.

Management agrees that 100 cleaners from each division, i.e. Stations and Car Equipment, will be given the opportunity to express a preference to become load cleaners. As the need arises to utilize lead cleaners, they will be chosen from the list in seniority order.

Within nine (9) months of commencement of the program, the parties agree that there will be a minimum of 150 lead cleaners with 75 being chosen from Stations and 75 from Car Equipment despite the ultimate division of their assignment.

WEPs may be used in Surface TA/OA to supplement the work of

bus cleaning (i.e., not in bus depot nor at pull in time at end of tour). Under no circumstances may the use of WEPs in these areas be used to reduce the overall quota of cleaners or cleaner/helpers.

Lead cleaners shall be paid a differential for all hours worked and while on paid vacation, but not while taking any other paid or unpaid leave. The agreed upon differential is the same for all time worked, straight or overtime.

## **Stipulation and Agreement**

It is hereby agreed by and between, TWU Local 100 ("Local 100") and New York City Transit Authority ("NYCT") that the MOU signed on September 18, 1996 by Local 100 and NYCT regarding WEPs in the Car Equipment Department will be implemented in the following manner:

- 1. The CTA/lead cleaner pick will provide relief in those instances where a lead cleaner is not available for work, and replacement is appropriate.
- WEPs will be assigned to work at C/E terminals to supplement employee work gangs in the cleaning of cars. The parties agree that NYC Transit employees and WEP participants will work in separate work gangs at a terminal. To the extent possible, and if practicable, gangs will work on separate tracks depending on workload.
- 3. Lead cleaners will perform the type of duties listed in the attached job description in addition to cleaning duties. Lead Cleaners will not be disciplined or held responsible for WEP non-performance.
- 4. Parties will address other WEP-related issues as they arise.

Chief Operations Service Delivery

Arnold Cherry, Vice-President Transport Workers Union, Local 100

West Ened

δυ west Ena Avenue, New York NY 10023

## JOB DESCRIPTION LEAD CLEANER

NYC Transit is seeking Cleaners for the position of Lead Cleaner to work with Work Experience Program participants. The Lead Cleaner should have the ability to work and communicate well with others and possess good organizational skills. The Lead Cleaner will report to a supervisor and perform other duties, in addition to cleaning such as;

- 1. Act as a lead for a gang of 6-10 Work Experience Program participants.
- 2. Train Work Experience Program participants in the field;
- 3. Hand out routine assignments and equipment.
  - ? Issuing safety vests and supplies needed for task.
  - ? Assign participants general cleaning tasks once group has arrived at location, e.g. all cleaning functions related to subway cars.
- 4. Perform administrative duties related to the program such as attendance, timekeeping related functions;
  - ? Insuring daily time control logs are filled out when reporting on and off duty, in and out for lunch and any movement during the course of the day. Insure sheets are handed to supervisor at end of day.
  - ? Attendance roster check. All participant absences are communicated to supervision.
  - ? Reporting any unusual occurrences and submitting required documentation.

The Lead Cleaner will receive a differential of a \$1.70 per hour while working in the Work Experience Program. This differential will also be applicable to paid vacation hours.

## " Kether, Tellan

#### APPENDIX G-3

### Procedures for Religious Accommodation

New York City Transit and TSJU Local 100 believe it to be in their mutual interest to design and implement procedures that will allow the reasonable accommodation of employees' religious observance within the context of the business needs of the employer and the seniority rights of the employees. To that end, the parties mutually agree as follows:

A. Any employee desiring to avail him/herself of these religious accommodation procedures shall file a request on an annual basis. Such request shall contain appropriate supporting documentation evidence. As part of the request, the employee shall specify each day of the year for which accommodation is necessary. Employees may only request religious accommodation for days on which work is prohibited by the tenets of their religion.

*B.* The designated Employer official at the facility shall work with the designated Union representative at the facility and the employee requesting accommodation to secure an acceptable' work schedule. The parties have agreed that the following procedures shall be utilized:

1. "Change of RDO" This procedure shall be used in the accommodation context to enable those requiring a day off for religious reasons to exchange work shift with other qualified employees in the same job classification. Utilization of such consensual work shift changes is not intended to be available solely for religious accommodation and shall not be denied solely because the request is not based on religious accommodation.

2. "Split" RDO's. For purposes of accommodation, the employer may post jobs with split RDO's provided, however, that no employee may be so assigned involuntarily nor may any employee be denied his/her pick rights. The parties shall work cooperatively in advance of the pick to insure that no jobs with split RDO's go unpicked. This agreement shall not be considered a precedent for any purpose other than religious accommodation nor may it be introduced in any future proceeding, including interest arbitration, for such a purpose.

Every effort shall be made to allow the employee requesting accommodation to secure an RDO, mutual exchange of work shift or other contractual means of securing the day off, provided that seniority rights shall not be infringed. In no event shall an employee whose religious accommodation application has been accepted be required or permitted to work on a day of religious observance.

C. Absences occasioned solely by religious observance for an employee whose religious accommodation application has been accepted under these procedures twit was not able to be accommodated

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## Procedures for Religious Accommodation (cont'd)

shall be considered excused without pay.

Where the number of employees at a particular location seeking accomodation on a particular day results in an inability to cover the required work and management determines that the work must be covered, then consistent with the collective bargaining agreement, the work will be covered by assigning extra-list employees to the assignment in question. If no such extra list employees are available, then, consistent with the collective bargaining agreement, employees of the location who have not requested a religious accommodation shall be assigned to work on straight time when possible, overtime if necessary.

These procedures shall be implemented in the Department of Buses but may be extended by agreement, to other Departments in the event that the need arises. Brooklyn, NY 11201

Lawrence G. Reuter President

APPENDIX G-4



December 30, 1997

Mr. Willie James, President Transport Workers Union, Local 100 80 West End Avenue New York, New York 10023

Re: Health Benefit Trust Issue s

Dear Mr. James;

This letter will inform the parties' agreement concerning certain benefit changes to be provided through the Health Benefit Trust.

### **Dental Benefits**

The Trust will continue to provide dental benefits through AMLI. Within network claims will be reimbursed at the fee schedule described as Spectrum Plus (1994 GUI booklet). Out of network claims will be reimbursed at the rates which existed prior to use of the Spectrum Plus rates.

### **Coverage for Step Children**

Stepchildren will be included in coverage for drug, dental and optical benefits.

### **Traffic Checkers**

Traffic Checkers who have been working for a minimum of 1 full year service will receive doctor's coverage through GHI-CBP with a \$10 co-pay effective as soon as possible. After one year, the parties will review the eligibility of all employees. These employees who over the one year period work less that 720 hours (or average of 60 hours per month) because they have refused work or failed to appear for assigned work, will no longer be eligible for benefits. Each year, thereafter, the same eligibility criteria must be met for continued benefits. Mr. Willie James, President Page 2 December 30, 1997

Traffic Checkers will also be eligible to receive optical benefits if they meet the eligibility requirements set forth above.

Please indicate your approval by signing below.

Si ncore

Ralph Agritelley Acting Vice President Labor Relations

I concur Hames

WillieJames, President TWU. Local 100

### AWARD

The appropriate contribution of Local 100 participating members to their Health Benefit Trust to cover the additional medical costs engendered by the newly legislated retirement program providing for retirement on and after the age of 55 years with 25 years of employment shall be .70% of wages

effective from August 1, 1995 and increased to 1% of wages effective from September 1, 1996

October 10, 1995

Milton Rubin, Arbitrator

I, Milton Rubin, hereby affirm that I prepared this Opinion and Award.

October 10, 1995.

Milton Rubin

### MEMORANDUM

- To: Metropolitan Transportation Authority and New-York City Transit Authority
- From: Damaso Seda, President Local 100, Transport workers Union of America
- Re: OPEN OFFER
- Date: June 28, 1994

WHEREAS, TWU, Local 100 has urged the legislature to pass A12060 and S8420A, bills providing a 25-55 pension to hourly rated employees of the New York City Transit Authority, the cost of which is to be paid for by employee contributions and

WHEREAS, the Metropolitan Transportation Authority has agreed that the pension aspect of the bill, as drafted, imposes no cost on the New York City Transit Authority, and

WHEREAS, the Metropolitan Transportation Authority has raised against the bill the argument that Local 100's announced willingness to have members pay all medical costs associated with the bill is enforceable and WHEREAS, the question of an evaluation of what member contributions would defray additional medical expenses is in dispute, Local 100 having alleged that .22% is appropriate, and the Metropolitan Transportation Authority having urged 2.68%

NOW, THEREFORE, Local 100 hereby agrees:

1. Local 100 employees will make a contribution to their Health Insurance Trust designated to cover the medical costs of the newly legislated age 55 retirement:

2. This cost will be paid out of the agreed upon wage increases for the last two years of the next collective bargaining agreement;

3. Local 100 and the Transit Authority, following the passage of A 12060 and S8420A into law, will negotiate for 30 days on the amount of the contribution necessary to cover the costs of age 55 retirement:

4. Following that 30 day period, if no agreement has been reached, either party may request arbitration of the issue. If the parties are unable to agree on an arbitrator within 15 days of said request, either party may request that the parties current Impartial Arbitrator appoint a special arbitrator to decide the dispute. Following a hearing, the arbitrator shall award an appropriate member the contribution. His determination shall be final and binding on both parties.

5. Local 100, by affixing its signature below, guarantees that this offer will remain open both prior to and for 10 days following passage into law of A 12060 and S8420A;

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6. The parties intend the obligations imposed by this agreement to be incorporated into and enacted as part of their next collective bargaining agreement.

Domas Sida

AR fWr'4

Damaso Seda, President, TWU Local 100 Gary Dellaverson, VP Labor Relations MTA

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## **New York City Transit**



March 3, 1999

Mr. Willie James, President Transport Workers Union, Local 100 80 West End Avenue New York, NY 10023

## **Re: Health Benefit Trust**

Dear Mr. James:

This will memorialize the offer which NYC Transit made at our March 2 emergency Health Benefit Trust meeting in order to provide an alternate health plan for those employees and retirees participating in HIP New Jersey.

NYC Transit would agree to provide a risk HMO as an option for those participants who are Medicare eligible through Horizon Blue Cross Blue Shield of New York (\$5 PCP/\$10 Spec. with unlimited RX \$7/\$15). The premium would be paid through the Trust.

Present HIP New Jersey participants will have the option, without making additional contributions, to switch to GHI which is greatly expanding its network of providers. In addition, NYC Transit would be willing to offer an additional choice of plans for this discreet group of people prior to collective bargaining. The Aetna US Healthcare plan that we discussed at the trust meeting, i.e. in network-\$10 PCP/\$10 Specialist copays/out-of-network -\$1000 deductible/70% reimbursable, provides a benefit and choices much greater than provided by HIP at a modest co-payment.

The new plan, however, is much more costly to provide than GHI or HIP because of the added features. NYC Transit would be willing to have the additional cost paid for through Trust reserve rather than have the employees contribute toward their benefits during the period prior to collective bargaining. This would be accomplished by reducing the one month reserve which we agreed would be established in December 1999 by any additional cost incurred by the Trust in providing the new plan versus the HIP plan.

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

Mr. Willie James March 3, 1999 Page 2

By providing both GHI and Aetna US Healthcare, our employees and retirees will have viable options with modest co-payments with no additional out-of-pocket expenses at this time.

Please let me know your thoughts.

Singerely Raidy, D Agricelle Vice President Office of Labor Relations

cc: L Reuter Trustees

Brooklyn, NY 11201



May 11, 1999

Mr. Willie James, President Transport Workers Union, Local 100 80 West End Avenue New York, NY 10023

### **Re: Health Benefit Trust/Interim Agreement**

Dear Mr. James:

At the Health Benefit Trust meeting on March 28, the union trustees asked that NYC Transit offer the Aetna US Healthcare plan to new employees who live in New Jersey in addition to those employees who were utilizing the HIP New Jersey program.

NYC Transit will agree to offer the same Aetna plan to new employees hired after March 31 who live in New Jersey under the same terms as we offered the plan to employees and retirees who were utilizing HIP New Jersey. The Aetna plan is more costly to provide than GHI or HIP because of its added features. NYC Transit would be willing to have the additional cost paid for through the Trust reserve rather than have the employees contribute toward their benefits during the period prior to collective bargaining. This would be accomplished by reducing the one month reserve which we agreed would be established in December 1999 by any additional cost incurred by the Trust in providing the new plan versus the HIP plan.

In entering into this interim agreement, the parties agree that it shall not be utilized as a precedent for the determination of future disputes or issues. In addition, this interim agreement shall not be offered In evidence for any purpose or for any administrative, judicial or other proceeding except for the purpose of enforcing the obligations contained herein. If you agree to these terms, please indicate your concurrency by signing below.

Sincere Int bor Relations Office

cc: L. Reuter Trustees

I conc

Willie James, President TWU, Local 100

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



Appendix G-5

April 27, 2000

Mr. Willie James, President Transport Workers Union, Local 100 80 West End Avenue New York, NY 10023

### **Re: Commingled Maintenance Facilities**

Dear Mr. James:

The purpose of this letter is to memorialize the parties' recent understanding concerning the commingling of Transit Authority and MaBSTOA hourly employees at Central Maintenance facilities.

The parties have agreed that the ratio of TWU, Local 100 represented maintenance employees in the Central Maintenance Facilities will be established at approximately 60% TA to 40% OA employees. It is understood that in order to achieve this goal, a reduction in CMF headcount may be required. The 60% - 40% ratio is a cumulative goal for all CMF facilities when looked at as a whole, and does not apply to any individual facility. In fact, NYC Transit will open the Zerega Avenue facility initially with a ratio of 50% TA to 50% OA employees.

It is understood that at any commingled facility, the employees from both Authorities will work and be assigned as one workforce without consideration as to whether they are TA or OA employees. They will work side-by-side with one common set of working conditions in keeping with the procedures presently in place at the 207 Street, CMF facility.

Concurrent with the opening of Zerega Avenue, the CMF facilities at East New York and Crosstown will revert back to being staffed by Transit Authority employees until such time as the second Central Maintenance facility is opened. It is understood that with the opening of the second Central Maintenance facility, all CMF facilities will be co-mingled and subject to the parameters outlined above.

With the opening of the second Central Maintenance facility, all parties agree to meet to reevaluate the 60% - 40% ratio set forth herein.

The distribution of work among CMF facilities will continue to be at the sole discretion of management based upon the needs of service.

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

Mr. Willie James Page 2 April 27, 2000

Sincerely, line

Millard Seay Senior Vice President Department of Buses

I concur with the above,

Willie James, President Transport Workers Union, Local 100

tdie Melend

Eddie Melendez, Vice President ( TWU, Local 100

John Walsh Chief Maintenance Officer

n

John Felden, pivision Chairman TWD, Local 100

Om Tenane

Tom Lenane, Division Chairman

TWU, Local 100

## Stipulation and Agreement Central Maintenance Facility and Annexes

New York City Transit and the Transport Workers Union, Local 100 (Union) agree to the operation of a commingled Central Maintenance Facility and Annexes pursuant to the following terms and conditions:

1.) Central Maintenance Facility and Annexes will be staffed by Department of Buses TA and OA commingled employees in the titles of, but not limited to, BMB, BA, CM and BM's. Crosstown Depot will not be commingled at this time.

The Authority and the Union reserve the tight to revisit this issue as the scopes of work for the Central Maintenance facility programs change or fleet needs and composition change.

- 2) The initial functions at these Central Maintenance Facility Annexes will include, but are not limited to, bus body preparation and paint, bus remanufacturing, wheelchair retrofit, subsystem component assembly and project specific manufactured parts. These functions may be changed as needs require.
- **3**) Employees selecting welding assignments at Central Maintenance Facility and annexes will be subject to all necessary training and a 2 year lock in. Employees selecting these positions will be "as assigned" when performing general work.
- 4) The Union and Management agree that an essential part of this venture is to achieve a productivity level competitive to the private sector. New York City Transit and the Union will measure and monitor the work performance on a regular basis.
- 5) To the extent that the opening of these facilities create vacancies anywhere in the system, they will be filled in seniority order as the need arises by the pool of currently displaced OA and TA maintainers who are holding other positions or are in a no work status. Attempts will be made to notify all non-working individuals as expeditiously as possible for an appropriate medical examination. It is the common goal of New York City Transit and the Union to have all displaced employees or individual(s) who opt to return to maintainer titles and pass the medical examination in those positions by November 3, 1996. All attempts will be made to expedite this process with the NYC Department of Personnel where applicable. Those individuals in a no work status who desire to return to work must pass a medical examination. Those who do not pass the exam at this time due to a temporary medical condition will be given a reasonable period of time to pass the medical examination.

6)

The hourly rate for wage progression purposes will be as if the displaced employees, both those holding other positions or in a no work status, had remained employed in maintainer titles. Individuals who did not work for New York City Transit and who are rehired shall accrue vacation benefits for the 1997 vacation year at 50% of what they would have earned had they remained employed. Any leave balances, such as but not limited to sick, will carry over.

The above noted exceptions are the only benefits that will apply to displaced employees that are currently laid off.

## AGREED:

Transport Workers Union, Local 100

MTA New York City Transit

	<u>10/10/96</u>		<u>10/10/96</u>
Dennis Calhoun, Sec'y-Treasurer	Date	Millard Seay	, Senior Vice President Date
Eddie Meiender Lurech Anne Wheler, Director	10/11/96 × () () ()	1-11-96 Dete	<u>10/11/96</u>

## Central A/C Shop

It is agreed that the Authority will establish a central OA/TA Bus and Subway combined Air conditioning and small unit repair shop. This shop will initially be established at the site of the Ninth Avenue Unit Shop and will be staffed by TA/OA bus and subway maintainers and perform work on components formerly rebuilt both in house and by vendors as long as the shop performs in a cost competitive way with vendors. In the event that the shop location may be relocated, the parties reserve their contractual rights under the collective bargaining agreement (e.g. pick rights, travel time, etc.). This shop will be established within 30 days of the parties' agreement of the terms and conditions under which the shop will operate.

55 July N.W. Mr.

6/3/96

### <u>Base Shop</u>

The New York City Transit commits consolidated TA/OA to operating а Base Shop at East New York under the terms and conditions, including procedures for the selection of personnel, to be agreed upon by the parties within 30 days. The base shop and other central shops including the central A/C shop, will be initially staffed by current employees of the Authority, including employees currently excessed (laid off or reassigned) or to be excessed in future as a result of lower staffing resulting from productivity improvements in maintenance areas. This shop will be in operation within 30 (thirty) days of such agreement. It is the parties intention that the work performed in the base shop shall include existing work performed internally and some work heretofore performed by vendors. It is also agreed that the New York City Transit commits to operating several other centralized shops (e.g. electronics shop) if productivity improvements can justify a cost effective operation.

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## APPENDIX G-6 Surface Maintenance Productivity Procedures

The Parties will immediately implement the 26 work items currently agreed to. In addition the work review process established by the collective bargaining agreement will continue and the additional standards will be implemented each week upon completion of either agreement as to standards or as directed by the impartial expert. It is agreed that it is the intention of the parties to continue reviewing currently identified job items as expeditiously as possible but not to exceed 3 additional months. As other job items are identified the parties agree to establish work standards as soon as possible and they are not required to wait for this process to implement those times.

It is also understood that these standards may be improved upon and the parties agree to work together to continually improve maintenance productivity. This agreement shall not be construed as a waiver of any future argument that such additional productivity gains are subject to gainsharing.

The parties recognize that some incumbent maintainers may require additional training to perform at the level of productivity that is necessary. The work review team \* shall be responsible for determining the additional training that is required as well as whether the additional training has sufficed to allow the mechanics to obtain the required degree of proficiency. Any maintainer who is unable to attain such proficiency due to aptitude, even with additional training, will be offered reassignment to another appropriate budgeted vacancy within the Authority, to the extent

\* For these particular purposes (additional training and proficiency) there shall be an OA work review team (one representative from the union, one management, and the Impartial Expert) and a TA review team (one representative from the union, one management, and the Impartial Expert). The parties shall choose the Impartial Expert for the purposes of these additional work review team functions within oneweek of implementation of the surface maintenance productivity procedures.

401



### Surface Maintenance Productivity Procedures (cont' d)

such is permitted by law with first preference offered to existing vacancies in the same title. If none, than to budgeted vacancies in Maintainer helper or bus operator. If none available, employees may choose different budgeted existing vacancies in other titles, if qualified and conforms with the law. In the event that the reassignment is to a position which carries a lower rate of pay, then the transferred employee will be red-circled (i.e. rate of pay will be frozen at current rate of pay to which he would be entitled in the reassigned position, exceeds the frozen rate). Any disputes under this provision, other than pay or reassignment, shall be finally resolved by the Impartial Expert.

To any day

### I Stipulation And Agreement

Stipulation and Agreement entered into this 7<sup>th</sup> day of <u>August 2002</u> by the New York City Transit Authority, and the Manhattan and Bronx Surface Transit Operating Authority (hereinafter NYC Transit) and Transport Workers Union, Local 100 (hereinafter "the Union").

Whereas, the NYC Transit has filed a grievance dated April 29, 2002, related to the productivity agreement as outlined in the December 15, 1999 Memorandum of Understanding between the parties; and,

Whereas, the Union has filed two grievances dated March 25, 2002 and March 28, 2002, related to the productivity agreement; and,

Whereas, NYC Transit and the Union have mutually agreed upon a settlement of the instant matter without the necessity of any further proceedings hereupon; and,

Whereas, NYC Transit and the Union have mutually agreed upon a plan for implementing the December 15, 1999, productivity agreement, which states that the provisions in the 1994 and 1996 agreements related to the Work Procedure Review Team and reclassification shall continue in effect, and a copy of which is attached hereto:

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 hereto as follows:

First: The Union and NYC Transit mutually agree to withdraw their grievances without prejudice.

Second: Commencing the first full payroll week in August, i.e. August 4, 2002, the terms of the December 15, 1999 Productivity Agreement (hereinafter referred to as the "PIP") will be implemented in the following CMF operated shops: Zerega, East New York, and 9<sup>th</sup> Avenue and Crosstown Shops. Monitoring procedures outlined in the PIP will utilize MIDAS and/or Spear. NYC Transit will provide training to those employees who will serve as the Union's designee for monitoring the process. The Union will designate one monitor per shift per location. The monitors will also perform maintenance work.

Third: Eligible shop employees will be paid a pro-rated amount of the \$600 bonus for the period from August 4 through October 5, 2002. This represents 9 of the 13 weeks between August 4 and November 2, i.e.. 9/13 of \$600 which equals \$415.

Fourth: During the implementation period in the shops, i.e, the first nine (9) week period, NYC Transit agrees to assign as needed 1 OA and 1 TA union representative to the Work Productivity review Team (WPRT) to review repair times for any jobs or procedures in the shop that do not have a prescribed "flat rate" time in accord with provision "C" of the December 15, 1999 agreement. This is in addition to the 2 OA and 2 TA union representatives who are currently assigned as needed to participate in the WPRT. Subsequent to the first nine (9) week period, the extra two (2) positions will be eliminated unless the parties mutually agree to extend the team

Fifth: During the rollout of the PIP in the shops, for the period August 4, 2002 through October 5, 2002, NYC Transit will hold in abeyance the demotion provisions of the parties' 1994 and 1996 maintenance productivity agreements unless the parties agree to a different date.

Sixth: The PIP will be implemented in the depots effective October 6, 2002, unless the parties mutually agree to a different date. Where implemented, an employee in the shops and depots, who is compliant with the PIP during the period October 6, 2002 through January 4, 2003 will be paid a \$600.00 bonus if the 90% compliance standard is met. Thereafter, the \$700.00 per quarter bonus along with 95% compliance standard as set forth in the December 15,1999 agreement will be applicable.

Seventh: A senior labor/management team will meet every two (2) weeks during the roll-out in the shops and the depots to review the progress of the implementation of the PIP and review any problems which might arise, including compliance issues.

Eighth: The WPRT that has been meeting over the last few years will continue to meet and will discuss and review jobs and procedures in the depots where no "flat rate times" exist as set forth in Section B3 of the December 15, 1999 agreement. This team will then continue after October 5, 2002 to perform the functions set forth in the December 15, 1999 agreement.

Ninth: Concurrent with the roll-out of the PIP in the shops, NYC Transit will rebuild some additional units in the East New York Shop e.g., some World Transmission (WT) Allison B500 transmissions and some cooling system hydraulic pumps. Such assignment of work is contingent upon the work being performed within the standards set forth pursuant to the PIP.

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

Further, the parties agree that if work can be performed more productively and competitively in accordance with the terms of the PIP, together, in accordance with the terms of the contractual farming-out clause, the parties will meet to discuss if additional work, currently being contracted-out, can be performed in-house.

For: Department of Busch By: John P. Walsh Chief Maintenance Officer Lendino 21 A Michael A Senior Director, Labor Relations Lawrence G./R enter President NYC Transit

For: Transport Workers Union By: Amin Khan

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Vice President, TA, Supface lam Director of Maintenance

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Roger Toussaint President TWU, Local 100

405

370 Jay Street Brooklyn, NY 11201-3814 718 243-4321 Tel 718 595-7146 Fax Alan F. Kiepper President



**December 6, 1995** 

Mr. Damaso Seda President, Local 100 Transport Workers Union 80 West End Avenue New York. NY 10023 Re: Counter-Offer of Support Fleet Services Vehicles

Dear Mr. Seda:

:

I am pleased to report my acceptance of the attached counter-offer for Support Fleet Services submitted by the Transport Workers Union, Local 100 dated November 3, 1995 with an implementation date of January 1, 1996. As per the counter-offer, New York City Transit reserves the tight to contract out this work if productivity targets are not met. Although we have this agreement, New York City Transit and the Transport Workers Union will have to work closely together during the implementation of this agreement in order for it to be successful.

Sincerely Kicob President Attachunent

MTA New York City Transit is an agency of the Metropolitan Transportation Authority, State of New York E. E. Virgil Conway, Chairman 406

# <u>Counter-offer on</u> <u>the</u> <u>Maintenance of NYCT's Support Fleet</u> November 3, 1995

The Transport Workers Union, Local 100 counter-offer to the GE Capital proposal for maintaining 650 automobiles and light-duty trucks is as follows:

The Authority will establish a program that goes into effect on January 1, 1996, wherein it will perform in-house the maintenance and repair of 650 automobiles and light-duty trucks. The Union commits to work times for scheduled operations and unscheduled operations as shown in Attachments 1 and 2. The Flat-Rate Manual will be used as the basis in determining a fair and reasonable time allowance for all other unscheduled maintenance work.

All scheduled and unscheduled work required by the Authority, now performed by 31 employees, 25 of which are represented by the Union, will be performed by 11 employees starting January 1, 1996; 13 of the 17 are represented by the Union, of which 11 are maintainers responsible for working as described above.

The Authority will make every effort possible to place the 14 employees no longer required as of January 1, 1996, for this function of which 12 are represented by the Union (10 will be OA and 2 will be TA) in positions for which they are qualified. As always, the parties recognize that the Authority's right to impose layoffs is not affected by this agreement

The Union agrees to work in one unified shop in East New York. The Authority agrees not to require OA and TA employees to work together on the same vehicle at the same time.

The Authority will measure and monitor daily the performance of the work in-house. Productivity shortfalls will be briefed to the Union periodically. On April 15, 1996, and every three months thereafter, if the Authority determines that productivity is not at a level to assure the annual savings required, the Authority has the unilateral right to discontinue the in-house program and contract out the work, with the Union not arbitrating the issue. If on April 15, 1996, and subsequent measurements, other factors are found by the Authority to be solely responsible for not achieving the targeted savings as shown in Attachment *3*, the Authority will work with the Union for another three months to find ways to achieve the targeted savings. If these savings cannot be achieved in three months, the Authority can then seek to contract out without the Union foregoing arbitration of the issue.

The Authority agrees to lift the lock-in for the start-up of this agreement, but the lock-in will resume after the start-up is complete, as indicated by the Authority.

This proposal does not go into effect until and unless a formal agreement has been approved by the principals of the Authority and the Union.

# TRANSPORTWORKERS UNION. LOCAL 100

misesosseldy, President

wes Hood. Wine President

SITO 2300.0 Vice President

Thomas Cassano, , Director of Subcontract Disputes

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John C Pronin, Staff Representative

Patrick Kilduff, Chairman 407

# SAMPLING OF MAJOR REPAIR FUNCTIONS

	CURRENT	FLAT <b>RATE</b>	TWU PROPOSAL	<u>SAYIN GS</u>
1, R & R Diesel Injector Pump	11.0	5.2	6.0	5.0
2. R & R Starter Motor	2.0	0.9	1.0	1.0
3. (a) 4 Wheel Reline	67	3.6	4.0	2.7
(b) 2 Wheel Reline	3.3	1.8	2.0	1.3
4. R & R Radiator	.4.8	1.7	2.0	2.8
5. Change Trans Fluids/Filter	2.4	1.1	1.5	0.9
6. R & R Water Pump	9.2	3.4	4.0	5 <i>.2</i>
7. R&R Alt& Battery	3.6	2.4	3.0	0.6
8. R & R Heater Core	8.3	3.2	4.0	4.3
9. Roar Axle Seals	5.5	1.5	2.0	3.5
10. R & R Electric Fuel Pump	4.5	1.9	2.0	2.5
11. R & R Idler Arm+ Pitman Arm	2.8	1.4	1.5	1.3
12 Ignition Wires	3.1	1.1	2.0	1.1
13. R & R 4 Shocks	4.5	1.5	2.0	2.5
14. Rotate Tires	1.0	0.4	1.0	0.0
15. R & R A/C Compressor + Evacuate & Recharge	5.5	2.2	3.0	2.5
16. R & R Rear Trans Seal	2.3	0.8	1.0	1.3
17. R & R L&R Motor Mount	6.2	1.6	2.0	4.2
18. R & R Fuel Tank Sanding Unit	4.5	1.7	2.0	2.5
Average	4.8	2.0	2.4	2.4
	100%	42%	50%	50%

## Support Fleet Services Discussion Paper Based on Discussions Held on October 26, 1995

We have agreed to review in detail a sample of the maintenance work performed on the 650 vehicles under consideration. Based on that review we have ascertained that the current times spent by NYCT to perform the scheduled and unscheduled work can be improved upon.

Scheduled Operation	Current Cost (Hours)	TWU Proposal Cost (Hours)	Savings (Hours)
Light	2.5	1.0	1.5
Total @ 650 per Year	1,625	650	975
Annual	4.5	3.0	1.5
Total @ 325 per Year	1,463	975	488
Heavy	7.5	5.0	2.5
Total @ 325 per Year	2,438	1,625	813
Total Hours	5,525	3,250	2,275
Direct Labor FTE @ 1,53		2.1	1.5

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# STIPULATION OF AGREEMENT

Stipulation of Agreement entered into by New York City Transit Authority and the Transport Workers Union, Local 100.

WHEREAS, the Revenue Control Division of the New York City Transit Authority (hereinafter "the Revenue Control Division") has historically recruited Collecting Agents through the internal hire process from the ranks of Station Agents, and, more recently, from the Transit Property Protection Agent and Cleaner titles; and

WHEREAS, this internal hire process takes too long and yields too few qualified Candidates to meet the Revenue Control Division's projected staffing needs;

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

First:	The Revenue Control Division will use the open competitive process to fill Collecting Agent vacancies.	
Second:	New hires from the open competitive process will be expected to meet all of the qualifications of the title prior to hire, including having valid New York City pistol permits and New York State commercial drivers licenses (CDLs) or permits, and will be appointed provisionally. If they pass the Department of Citywide Administrative Services (DCAS) examination for the title, they would be eligible for permanent appointment.	
Third:	Subject to approval by DCAS, internal candidates for whom the Revenue Control Division has already filed pistol permit applications will be given priority over external candidates for appointment to vacant budgeted Collecting Agent positions once their permits have been secured (see Attachment A).	
	It is understood that if during the period between the Revenue Control Division's filing for the pistol permit and the time the approval is actually secured, the employee no longer meets the Revenue Control Division's selection criteria for any reason including an involvement in a drug or alcohol infraction or a disciplinary action, the Revenue Control Division	

reserves the right to not appoint the employee as a Collecting Agent.

Fourth:	<ul> <li>The Revenue Control Division will file pistol permit applications for those</li> <li>Transit Property Protection Agents, Station Agents, and Cleaners who</li> <li>have already applied for consideration for assignment as Collecting</li> <li>Agents and who have met its selection criteria (see Attachment B). Once</li> <li>these permits are secured, these employees will be given priority over</li> <li>external hires for assignment to vacant budgeted Collecting Agent</li> <li>positions, subject to the Personnel Regulations of the City of New York</li> <li>It is understood that if during the period between the Revenue Control</li> <li>Division's filing for the pistol permit and the time the approval is actually</li> <li>secured, the employee no longer meets the Revenue Control Division's</li> <li>selection criteria for any reason including an involvement in a drug or</li> <li>alcohol infraction or a disciplinary action, the Revenue Control Division</li> </ul>
	reserves the right to not assign the employee as a Collecting Agent.
Fifth:	Subject to approval by DCAS, Cleaners assigned as Collecting Agents pursuant to paragraph four above will be permitted to compete in a one-time only promotion examination for permanent appointment to the Collecting Agent title. It is understood that such appointment will be subject to the Personnel Regulations of the City of New York.
Sixth:	Based on its projected hiring needs for Collecting Agents, the Revenue Control Division will periodically canvass Station Agents and Property Protection Agents to determine their interest, qualifications and ability to become Collecting Agents. The Revenue Control Division will continue its practice of applying for pistol permits for selected employees. Once pistol permits are secured, these employees will be given priority over external hires for appointment to vacant budgeted Collecting Agent positions, subject to the Personnel Regulations of the City of New York.

Seventh: The entering into this Stipulation shall not be construed as an admission by the Transit 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 Transit Authority. Furthermore, this Stipulation shall not be offered in evidence for any purpose or for any administrative, judicial or other proceedings, except for the purpose of enforcing the obligations contained herein.

**New York City Transit Authority** 

Valerie Bynoe-Kasden

Director

Labor Research

**Transport Workers Union, Local 100** 

Gary Hansier

Director, Stations Division

Date: 9/8/99 **Date: October 4, 1999** While Main By:

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Alan F. Putre Chief Revenue Officer Division of Revenue Control

TWU, Local 100

Date: 10-4-99

By:

# STIPULATION OF AGREEMENT

**AGREEMENT** made this 15<sup>th</sup> day of June, 2000 by and between the New York City Transit Authority (hereinafter referred to as the "Transit Authority") and the Transport Workers' Union, Local 100, AFL-CIO (hereinafter referred to as the "Union").

**WHEREAS**, the Division of Revenue Control of the Transit Authority has vacancies in the position of Collection Supervisor (Revenue) which it seeks to fill through Civil Service promotional examination, and

**WHEREAS**, the job of Collecting Agent in the Division of Revenue Control is currently performed by employees in the titles Collecting Agent (Title Code 405) and Station Agent Paid as Collecting Agent (Title.Code 967), and

**WHEREAS**, the parties understand that the Transit Authority's intent is to eventually place all employees performing the job of Collecting Agent into the Collecting Agent title (Title Code 405), and

**WHEREAS**, the Department of Citywide Administrative Services (hereinafter referred to as "DCAS') has determined that, only those persons permanently (not provisionally) employed in or appearing on a preferred list for the title of Collecting Agent (Title Code 405) are eligible to take the aforementioned promotional examination, and

**WHEREAS**, the parties mutually seek to provide the greatest range of promotional opportunities to all qualified employees,

**NOW, THEREFORE**, it is hereby stipulated and agreed by and between the parties hereto as follows:

- **First:** All Station Agents Paid as Collecting Agents will be given an opportunity to request that their permanent Civil Service title be changed from Station Agent to Collecting Agent pursuant to the provisions of Paragraph 6.1.9 of the Personnel Rules And Regulations of the City of New York.
- Second: Those Station Agents Paid as Collecting Agents (Title Code 967) who choose to remain as Station Agents will continue to perform their normal functions with the Division of Revenue Control and will retain all employment rights inherent to the Station Agent title. These rights include, but are not limited to, seniority rights and promotional opportunities.
- **Third:** Those who choose to become permanent Collecting Agents Title Code 405) will also continue to perform their normal functions with the Division of Revenue Control but will supplant their employment rights as Station Agents with those inherent to the title of Collecting Agent. As such, they will be eligible to take the upcoming promotional examination to Collection Supervisor (Revenue).

- **Fourth:** The Division of Revenue Control will provide notice of this opportunity to all Station Agents Paid as Collecting Agents, along with a form for requesting the title change. Anyone requesting a title change must do so in writing no later than July 14, 2000. Requests may be submitted either on that form or in the form of a signed statement to the Assistant Chief Officer, Revenue Collection Services specifying the change requested. It is understood that, as with any such title change, the effective date is subject to the approval of DCAS.
- **Fifth:** The entering into this Stipulation shall not be construed as an admission by the Transit 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 Transit 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.

## New York City Transit Authority:

Transport Workers' Union, Local 100:

By:\_\_\_\_\_

Valerie Bynoe-Kasden Senior Director, Labor Research

Date: June 16, 2000

By: \_\_\_\_\_ Gary Hansjergen Director, Stations Division

Date: 6/15/2000

By: \_\_\_\_\_

Ву:\_\_\_\_\_

Alan F. Putre Chief Revenue Officer Division of Revenue Control

Date: 6/10/00

Date:

## APPENDIX G-8

## STIPULATION and AGREEMENT

Whereas. MTA New York City Transit (herinafter referred to as NYC Transit) and Transport Workers Union, Local 100 (herinafter referred to as TWU) entered into an agreement in September. 1996 concerning promotional opportunities for Cleaners:

Whereas, the parties have agreed to allow incumbent Cleaners TA to be considered for positions as Trackworkers as follows:

- 1. Incumbent Cleaners will be eligible to participate in a fourweek training program to become Trackworkers.
- 2. One half of all OMB approved Trackworker hiring per quarter will be allocated to those Cleaners who have successfully completed training.
- 3. Management will canvass for volunteers and choose from amongst qualified-candidates, in seniority order based upon date of appointment to the Cleaner title. Three year evaluations will be performed on all candidates as part of the selection process.
- 4. Those selected for training must meet minimum Civil Service requirements for the position of Trackworker at the time of selection, must pass the appropriate medical examination for Trackworker prior to reclassification and must have completed the probationary period as a Cleaner. Candidates must also possess good disciplinary, safety, and attendance records in order to be selected for training. No employee who has been previously reclassified from a safety sensitive position will be allowed to participate in training.
- 5. Trainees will continue to be paid at the Cleaners' rate of pay until appointed to Trackworker. Candidates will have one opportunity to participate in training. Once a candidate participates in the training program, he or she will not be allowed to participate again, regardless of whether or not he or she completes training. Any Cleaner who is reclassified to Trackworker after attending training will generally not be allowed to return to the Cleaner title, however exceptions may be considered on a case-by-case basis.
- 6. Trainees will be reclassified to a permanent Trackworker position with no probationary period upon successful completion of the training program.

This program will commence with any hiring into Trackworker title which takes place within or after the fourth quarter of 1997

OT Labor Relations

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Willie James President Transport Workers Onion Local 100

#### **APPENDIX G-9**

It is hereby agreed to by and between the Transport workers Union, local 100, and the New York City Transit Authority and the Manhattan and Bronx Surface Transit Operating Authority (MaBSTOA) as follows:

1. If an emaloyee is absent from work for 10 months due to an injury on duty or disabled due to a non-service connected illness or injury, or if an employee injured on duty is classified by the Authority's Medical Department to be permanent no work or permanent restricted duty (and is not reclassified into a title in which he returns to work), the employee shall be sent a notice that the Authority intends to terminate his employment and therefore, if he is eligible, the employee should file for retirement (disability or otherwise). The notice shall contain the exceptions provided below.

2. If within 30 days from the date of the notice such employee applies for retirement, he will be placed on a leave of absence without pay and without any benefits whatsoever effective:

in the case of an employee whose absence is due to a non-service a. connected illness or injury. one year from the date of initial absence from the illness or injury, or 30 days from the data of the notice whichever is later;

in the cast of an employee whose absence is due to an injury on b. duty and who is not classified as permanent no work or permanent restricted duty, after absence for an aggregate period of one year to the particular injury, or 30 days from the date of the notice whichever 1s later;

c. in the case of an employee whose absence is due to an injury on duty and who is classified as permanent no work or permanent restricted duty. 30 days from the date of the notice.

The leave of absence will be terminated by the Authority and the 3. employee's employment status terminated at any time that the employee does not cooperate in the processing of the retirement application, at such time as the application for retirement is denied, or 2-1/2 years from the date of the accident or initial absence from the illness, whichever occurs first.

4. This agreement shall be terminated on the effective date of legislation granting tier 1 and tier 2 employees the ability to apply for a disability pension under procedures which are at least substantially equivalent to those provided tier 4 employees.

5. It is understood that the employee and his/her union reserves the right to use all existing contractual and civil service language to oppose the Authority's determination of termination and medical history.

Sonny Hall, President Acting Vice President Transport Workers Union, Local 100

August 24, 1990 3245D

Maras Ary/so

Carmen S. Suardy, Acting Vice President Labor Relations

# APPENDIX G10 MTA NEW YORK CITY TRANSIT DEPARTMENT OF BUSES STIPULATION AND AGREEMENT

The New York City Transit Authority (TA), the Manhattan and Bronx Surface Transit Operating Authority (OA) (both hereinafter referred to jointly as "the Authority") and the Transport Workers Union, Local 100 (MaBSTOA and TA Divisions), (the Union), having met together have agreed, by and between the parties, upon the following terms which are in the furtherance of employees safety and sound labor relations.

1. Prior to December 31, 1999, the Authority will provide one pair of safety shoes to each employee represented by the Union and employed in the Department of Buses in a Maintenance title, who is eligible to receive a \$50 work shoe allowance under the collective bargaining agreement that expires on December 31, 1999.

2. The contractual Work Shoe Allowance of \$50 payable to such employees in July, 1999 will not be affected by this Agreement.

3. Each employee who receives a pair of safety shoes pursuant to this Agreement is required to wear such safety shoes on a regular basis immediately upon their receipt. "A regular basis" shall mean at least three (3) eight-hour tours per week. On days that an employee does not wear the safety shoes supplied pursuant to this Agreement, the employee must wear work shoes that are slip resistant. Sneakers and similar soft shoes are not acceptable.

4. If an employee reports to work wearing shoes that management deems unacceptable under this Agreement, management will notify the local Union representative in the first instance. Such Union representative will counsel the employee in connection with the requirements of this Agreement. Any future violations may result in disciplinary action.

5. Issues involving the question whether this Agreement is being enforced fairly and reasonably will be referred to the Department of Buses Chief Maintenance Officer for resolution.

6. This Agreement is not applicable to employees who document that they are required to wear prescription orthopedic shoes or any other special shoes prescribed or recommended by a physician.

7. The parties agree to bargain in good faith regarding the inclusion of a provision in the next collective bargaining agreement between the parties under which the Authority will supply safety shoes in place if the current Work Shoe Allowance.

For MTA New York City Transit and MaBSTOA:		For TWU Local 100 TA:		
Millard Seay /s/ Date: 7/23/99		C. Melendez /s/	Date: 7/21/99	
For Office of Labor Relations:		For TWU Local 100 MaBSTOA:		
Ralph J. Agritelley /s/	Date: 7/26/99	J. Whalen /s/	Date: 7/21/99	

APPENDIX G-11

STATE OF NEW YORK PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

TRANSPORT WORKERS UNION OF GREATER NEW YORK, AFL-CIO, LOCAL 100

Charging Party,

STIPULATION OF SETTLEMENT CASE NO. - 11-21685

against-

NEW YORK CITY TRANSIT AUTHORITY,

Respondent.

In settlement of the above captioned matter, the parties agree as follows:

- 1. Charging party withdraws the charge in this matter.
- 2. With regard to an employee in the title of conductor

or train operator who is placed in no work, restricted work, or restricted work (with no work available) status because of the application of the hearing standards, respondent's Occupational Health Services (OHS) shall conduct a practical examination to determine whether such employee meets the hearing standards in such employee's work environment within eight (8) work days, subject to extension, as provided herein, after receipt by OHS of the medical documentation from such employee's physician, which shows, upon review by OHS, that the

employee meets the criteria for a practical examination (the "Examination Period"). However, in the event that such employee or Transport Workers Union of Greater New York, AFL-CIO, Local 100 causes a delay in scheduling the practical examination or the return to work examination, the 8 working day period shall be extended to the number of days the practical examination action is delayed due to the employee or Transport Workers Union of Greater New York, AFL-CIO, Local 100. Should the employee not be given a practical examination within the Examination Period, the employee shall be returned to pay status at the conclusion of the Examination Period, until such a practical examination is given.

3. Respondent shall apply the principle set forth in T2 to the thirteen (13) pending and to all previously filed medical grievances brought by employees in the titles of conductor and train operator who were placed in no work or restricted work (with no work available) status because of the application of the hearing standards which were implemented in April 1999 and they will nave their sick leave returned or, if sick leave was not available, receive back pay for the time exceeding the Examination Period until such practical examination was given.

4. It is understood by the parties that the principle set forth in ¶ 2 shall not preclude employees in the titles of conductor or train operator who OHS classifies as restricted work because of the application of the hearing standards from being able to seek placement in restricted duty jobs if such work is available nor from using sick leave, if available under the terms of the collective bargaining agreement. It is further understood by the parties that this paragraph shall not affect the respondent's right to place employees who do not pass the medical examination or the practical examination on restricted duty or no work status.

5. Within thirty (30) days, respondent shall mail to employees in the titles of conductor and train operator who were placed in no work or restricted work (with no work available) status prior to July 20, 2001 (the date the Transit Authority implemented the procedures to conduct the promptly practical hearing test after the initial disqualification) because of the application of the hearing implemented in April 1999, a letter standards asking authorization to release such information to the charging party. Upon receiving authorization, OHS will provide such information to charging party. This information is privileged and confidential medical information and

charging party will maintain this information as privileged and confidential.

6. Respondent intends to provide charging party with written notice regarding the implementation of any new or

revised Medical Standards or any change in the practical examination, referenced in ¶ 2 above, which Will affect a title represented by charging party at least seven (7) calendar days prior to such implementation. Failure to provide such notice shall not preclude the implementation of any new or revised medical standards nor shall notice be deemed consent by charging party to such new or revised medical standard or change in the practical examination.

7. This Stipulation is without prejudice to charging party's claims and to any defenses which respondent may have in Case No. U-22649 and it shall not be deemed a concession by charging party that the hearing standard is occupationally appropriate.

8. This Stipulation shall not be offered, introduced, used or considered as evidence in tiny judicial, administrative or other proceeding, except to the extent necessary to enforce the terms of this Stipulation.

9. This Stipulation has been executed in connection with the compromise and settlement of disputed claims

Neither this Stipulation nor the underlying compromise and settlement of the claims shall be deemed to constitute an acknowledgement, admission, or concession on the part of respondent or charging party of any liability.

10. This Stipulation contains the entire agreement among the parties relating to the rights herein granted and the obligations herein assumed, and it completely supersedes any prior written or oral agreements or representations concerning the subject matter hereof. Any oral representation or modification concerning this Stipulation shall be of no force or effect. This Stipulation can be modified only by a writing signed by the parties to this Stipulation.

Dated: New York, New York November 13, 2001

Arthur Z. Schwartz Kennedy, Schwartz & Cure, P.C. Counsel for Charging Party 13 University Place New York, New York 10003 (212) 358-1500 Martin B. Schnabel Vice President and General Counsel, New York City Transit Authority Counsel for Respondent 347 Madison Avenue New York, New York 10007 (212) 878-1038

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Edward F. Zagajeski

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**APPENDIX G-12** 



# **TRANSPORT WORKERS UNION** OF GREATER NEWYORK•AFL•CIO•LOCAL

Contest Southand

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September >> 1999

Ralph Agritelley, Esq. Senior Director Office of Labor Relations 370JayStreet.Room1321 Brooklyn, NY 11201

## **<u>Re: MaBSTOA Membership Contributions</u>**

Dear Mr. Agritelley.

As per our recent conversation, please be advised that TWU, Local 100 will no longer request or solicit contributions from its OA membership at pick time on NYC Transit

property.

Sincerely 100.2 Vice President TWU, Local 100

izmer DeLong Vice President TWU, Local 100

GR:JD:ac

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80 West End Avenue. New York. N.Y. 10023 Tel. 212-873-6000 Fax. 212-579-3581: Website: WWW.TWU-100.ORG

#### APPENDIX H

## Gary Hansjergen: Progressive Discipline TWU 18655, LR 3053 TWU Rep: Gary Hansjergen

The Union claims that the Transit Authority has violated the Contract by unilaterally changing disciplinary standards. In particular the Union argues that in the Stations and Surface departments, two of the eleven Transit Authority departments, the Authority has without notice or bargaining with the Union eliminated the categories ('tracks") for progressive discipline and has truncated the step-by-step process of progressive discipline, i.e., the process beginning was a warning and culminating in dismissal, so that employees are being disciplined more severely sooner and with less opportunity for corrective response. The Union contends that the Authority's action not only violated the Contract but also the Taylor Law, which is incorporated by reference in the Contract.

There is here a highly relevant if not dispositive negotiating and arbitral history. Prior to 1985 discipline with the exception of "cautions" and short suspensions was appealable solely in accordance with Section 75 of the Civil Service Law. In their 1985 Contract the parties adopted an arbitration system for all disciplinary grievances, which has been continued with some changes not here relevant in the parties' succeeding Contracts, those of 1988, 1991 and 1994. Beginning in 1986 the Authority included in its Labor Relations Department's Disciplinary Manual the following statement concerning discipline:

## Discipline:

Discipline is the corrective action that management takes to respond to employee

conduct which interferes with a safe work environment and the efficient operation of the transit system. Corrective action is not primarily retributive or punitive. Its purpose is to influence and modify the employee's future conduct, not to "get even" with the employee.

#### Progressive/Corrective Discipline:

Progressive discipline involves corrective action where management establishes penalties of increasing severity for repeated offenses as a prerequisite to termination. Such discipline has a definite progression including; oral warning/counseling, written warning/reprimand, suspension/demotion, and finally termination.

Corrective discipline is the primary responsibility of the immediate supervisor. A responsible supervisor must consistently remind employees of the relevant rules, regulations and procedures in an attempt to avoid unwarranted discipline.

A progressive system of discipline may not be applicable to certain offenses, such as; theft, violence, falsification of records, etc. The severity of these offenses may call for immediate suspension or termination without regard to the progressive/corrective system. Certain Transit Authority policies, such as the drug and alcohol policies, establish and set appropriate penalties in the policy itself.

In the negotiations for the 1988 Contract the Union unsuccessfully advanced the following proposal:

13. Add a new subsection C (14), entitled "Progressive Discipline", which shall provide:

a. The principle of progressive discipline shall apply to the maximum extent feasible, to all disciplinary cases.

b. Disciplinary cases based on routine rules violations shall be handled as follows: after an employee has received 5 warnings within one year, the sixth violation may result in more severe discipline.

Beginning with the sixth violation, an ordinary sequence of progressive discipline for violations would be: reprimand, 1 day suspension, 2 day suspension, 3 day suspension, 4 day suspension, 6 day suspension, 8 day suspension, 10 day suspension and final warning.

An extended period with no violations shall redound to the employee's credit in determining where the scale of progressive discipline he should be placed.

"Special discipline", i.e., for such major violations as justified pre-disciplinary suspension, shall not count in subsequent penalty decisions regarding unrelated rules violations.

The parties adopted in that Contract only the following provisions, in Section 2.1 C(1) regarding progressive discipline:

1. It is understood that the right to discharge or discipline employees for cause and to maintain discipline and efficiency of employees is the responsibility of the Authority. Although the parties disagree as to the application of the principle of progressive discipline in the past, the Authority shall be guided by such policy in the administration of its disciplinary procedures.

In 1989 the Union brought to arbitration before then Impartial Arbitrator John E. Zuccotti a grievance alleging that the Authority had violated Section 2.1C(l) with respect to its application of discipline in the Rapid Transit department. The Union's position was set forth in a letter to Arbitrator Zuccotti from then Union Vice President James Jefferson, in which Jefferson stated in summary as follows:

(c) Reprimand

(d) One day suspension

- (e) Two day suspension
- 2. If there is an operational violation by the same worker, the penalty should not be based on penalties issued for attendance and sick violations and for other violations not related to operational matters.

Arbitrator Zuccotti denied the grievance, finding no Contract violation.

In then 1991 Contract the parties added the following provision in Section 2.1C (1):

So as to assist the parties in the mutual commitment to progressive discipline, the parties shall establish a four man managementlabor committee composed of two appointees each which shall meet quarterly. The Committee shall examine the manner in which the various departments have applied progressive discipline and make appropriate recommendations.

It is undisputed that the Committee referred to in Section 2.1C(1), which was continued under the 1994 Contract, was appointed, has met regularly, but has never made any recommendations concerning progressive discipline policy.

The Union unsuccessfully sought further additions to Section 2.1C(i) in the negotiations for the 1991 and 1994 Contracts. In 1994 it proposed as follows:

#### PROGRESSIVE DISCIPLINE BY CATEGORY

The parties agree to apply progressive discipline on a category-by-category basis. There shall be established the following categories, including but not limited to, sick control review, time and attendance, shortages, preventable accidents, non-performance of duties, and employee conduct. When a rule infraction occurs in one of the above categories the penalty standard set forth below will be imposed in the category in which the violation occurs. Each of the categories will have its own independent system of penalty standards and there

will be no overlap of discipline between categories. The penalty standards to be applied to each of the categories will be as follows: warning, reprimand, 1 day, 3 days, 5 days, 10 days, 15 days, 20 days, 25 days, 30 days, demotion, dismissal.

Any employee without a violation, by category, for twelve (12) months shall repeat the earlier penalty imposed as part of the progression in that category. Employee records shall not be used for purpose of penalty going back more than 18 months.

It is understood that these penalty standards, for purpose of discipline arbitration, are not binding on the arbitrator and the arbitrator will have the sole discretion to determine the appropriateness of the recommended penalty.

On February 15, 1994 Carmen Suardy, the Authority's Vice President, Labor Relations, sent a memorandum "Re: Progessive Discipline, with attachment, copies of which are appended hereto, to All Department Heads/Labor Relations Managers."

The grievance at issue herein was set forth as follows in March 2 and 17, 1994 letters to Suardy from Union counsel Manlio Di Preta.

The March 2 letter stated:

The union hereby grieves the Authority's decision to change the manner in which progressive discipline is applied in the Transit Authority's Surface Division.

It has been the practice in that division for many years to apply progressive discipline by category so that infractions of the same type and in the dame category result in progressively more severe discipline. The Authority has now decided to digress from this longstanding practice and in doing so has breached the contract.

Please consider this letter a grievance and schedule it for a Step II for an eventual arbitration before Professor Collins.

The March 17 letter stated: The Union has received a copy of the February 15, 1994 memorandum to all department heads and labor relations - managers from you concerning progressive discipline.

It is the Union's position that you have unilaterally changed the discipline penalty standards in effect, and in doing so, have violated the both the contract and the Taylor Law. By unilaterally establishing progressive discipline penalty standards, the Authority commits an unfair labor practice since discipline is a mandatory of bargaining subject requiring negotiation. Additionally, the practice has been contrary to the standards you have now implemented and, as such, violated Furthermore, the contract. such unilateral implementation is contrary to the meaning, intent and spirit of Section 2.1 (C) (1).

Please be advised that this grievance is in addition to the earlier grievance concerning progressive discipline in the Surface Division mailed to Mr. Leonard Grumbach, dated March 2, 1994 and attached hereto.

If you desire a meeting concerning this matter please contact me. Otherwise, consider this letter a grievance to be scheduled for Step II and ultimately contract arbitration.

The Union in the hearing before the Impartial Arbitrator asserted that the Contract was violated by Suardy's memorandum in that it departed significantly from the standards for progressive discipline as set forth in the Authority's Disciplinary Manual and as reflected in the Authority's application of progressive discipline over a long period of years in the Stations and Surface Transit departments. As the Arbitrator noted at the outset, the Union contends in particular that the Authority has truncated the required step-by-step process for progressive discipline has and eliminated categories, or tracks for progressive discipline.

The Contract uses the term progressive discipline without further definition. However, Arbitrator Zuccotti expressly approved the use of the Disciplinary Manual's generic description of progressive discipline as a measure of the contractual

terminology. There is nothing in Suardy's February 15, 1994 memorandum and attachment which conflicts either with the generic description or with what the Arbitrator understands progressive discipline to mean in the context of labor relations.

As to categories, there is nothing in the Contract that refers to, no less mandates tracks for progressive discipline, and Arbitrator Zuccotti years ago held that the language of the Contract at issue here did not require tracks. Furthermore the Union has repeatedly but unsuccessfully sought tracks in negotiations.

The Union contends though that an expert study of discipline by the Hay Group for the Authority found the existence of tracks in some departments, and that an analysis of discipline proceedings in the Stations and Surface departments establishes that there has been tracking. The Arbitrator though is not at all certain what, if anything, the evidence reveals about tracks in Stations and Surface because he sees that evidence as establishing that discipline as administered in those departments has not constituted progressive discipline as that term is used in the Contract or Disciplinary Manual or as it is commonly understood. The Evidence as to discipline in Stations is replete with instances in which there are multitudinous warnings, as to individual employees, e.g., 69, 47, 41, 33, 32. Furthermore there is often no rhyme to the sequence of discipline sometimes warnings follow reprimands, sometimes warnings follow suspensions. And even in the cases of employees with egregious records there is no significant discipline, e.g., 69 warnings with two suspensions totaling 13

days, 47 warnings with four suspensions totaling 36 days, 41 warnings with four suspensions totaling six days. The evidence as to Surface is less dramatic but fails to establish that there have been clear progressive patterns even within alleged tracks.

Under well established principles of contract law the fact that the Authority failed to exercise its contractual right, in the case of Stations and Surface, to impose progressive discipline at all or without tracks does not mean that it has lost that right. Rather its inaction constituted a waiver which could on notice be revoked with the contractual right reinstated. In this connection there is no question that the Union became well aware that the Authority intended to impose a progressive discipline system in Stations and Surface. Of course the Authority's former failure to lulled individual employees do so may have not to assert disciplinary appeal rights which they might have asserted had they known that subsequent discipline would be progressive. But. protection of the equities of such employees is the province of disciplinary Arbitrators in individual cases and is not germane to the issue of whether the Authority has the contractual right to impose generally a progressive discipline system with respect to such employees.

The Union also argues that the Authority violated Section submit the February 15 2.1C(1)in failing to memorandum and attachment to the joint Committee established thereunder or to the Union. There is nothing though in Section 2.1C(1) that requires submissions, and since the Authority's issuance of such the memorandum and attachments was within its contractual rights

management had no obligation to consult with the Union or obtain the Union's concurrence prior to issuance.

The Union contends finally that the Authority violated Section 209-a.l(d) of the Public Employees Fair Employment Act by implementing unilaterally a more severe schedule of discipline. The Union cites New York City Transit Authority and Amalgamated Transit Union Division 726. AFL-CIO, 20 PERB 3037 (1987) and County, of Orange and Orange County Unit. Orange County Local 836. CSEA. INC. AFSME AFL-CIO, 19 PERB A 4579 (1986). Neither case is apposite The Transit Authority case reversed an here. Administrative Law Judge's decision finding of no improper practice on the ground of contractual waiver because the employer in its answer had failed to raise that defense. Here there was a clear contract waiver. The Orange County decision found an improper practice where the employer unilaterally replaced a discretionary with a mandatory schedule of penalties. Here there never was nor is there now such a mandatory schedule.

For the foregoing reasons the grievance is denied.

<u>11/26/95</u>

Daniel G. Collins, Arbitrator

STATE OF NEW YORK ) ) SS: COUNTY OF SUFFOLK )

I, Daniel G. Collins, do hereby affirm **upon** my oath of office as Arbitrator that I am the individual described in and who executed this instrument, which is my award.

January 27. 1995\_\_\_\_\_ (Dated)

(Signature of Arbitrator)