

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

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

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

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

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

#### ARTICLE I. RECOGNITION.

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

2. The Operating Authority will deduct from the pay of each employee to whom this Agreement applies, the regular monthly dues for such month, payable by such employees to the Union, as from time to time certified by the President and the Treasurer of the Union, as provided for in the duly adopted constitution and by-laws of the Union, provided, however, that such deductions will be made only with respect to such employees covered by this Agreement for whom the Union has furnished the Operating Authority with authorizations signed by such employees consenting to the deduction of the aforesaid dues from their wages.

3. The Union shall pay to the Operating Authority the actual monthly cost of making such deductions, which shall not exceed five (5¢) cents per deduction per employee.



ARTICLE II. EMPLOYEES COVERED BY AGREEMENT.

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

ARTICLE III. OPERATING AUTHORITY RIGHTS.

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

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

ARTICLE IV. NO STRIKE CLAUSE.

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

ARTICLE V. DISCIPLINARY PROCEDURE.

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

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

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



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

#### ARTICLE VI. GRIEVANCE PROCEDURE.

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

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

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

2. Any grievance or complaint which an employee may have shall be presented by the employee and his/her Union representative to the employee's Location Chief within five (5) days after the grievance arose. General Superintendents or Superintendents may hold disciplinary, grievance, or administrative hearings; however, Superintendents holding disciplinary hearings may not award any punishment in excess of a final warning. In the event that the matter is not satisfactorily adjusted within three (3) days after the presentation to his/her Location Chief, the case must be referred, at the request of the employee's Union representative within an additional three (3) days, to the employee's Department Head or his/her designated representative. The employee's Department Head or his/her designee shall render his/her decision within three (3) days after the closing of the hearing. In the event that the matter is not satisfactorily adjusted with the Department Head, then the Union must, within three (3) days after the receipt of written notification from the Department Head of his/her decision, submit the dispute in writing to the Assistant Vice President, Labor Relations or his/her designee or designees. The Operating Authority's Assistant Vice President, Labor Relations or his/her designee or designees shall, within three (3) days, hold a hearing on the grievance, with due notice to the Union, and within three (3) days after such hearing is closed, the Operating Authority's Assistant Vice President, Labor Relations or his/her designee or designees shall deliver to the Union in writing his/her decision on the disposition of the grievance.

3. If the Union is not satisfied with the disposition of



such grievance by the Operating Authority's Assistant Vice President, Labor Relations or his/her designee or designees, made as provided in Paragraph 2 above, at the written request of the party hereto desiring arbitration as herein provided, the matter shall be submitted for decision to the Impartial Arbitrator. If the requested arbitration arises from a grievance processed pursuant to Paragraphs 2 or 4 of this Article, the request for arbitration shall be made within six (6) days of the receipt by the Union of the written decision of the Assistant Vice President, Labor Relations or his/her designee or designees. If the requested arbitration arises out of any other dispute between the parties arising out of the collective bargaining agreement, as provided for in paragraph 5 below, the request for such arbitration shall be made within five (5) days after such dispute arises. The request for arbitration shall be made to the Impartial Arbitrator with a copy of the request sent to the opposing side.

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

5. In cases of suspension or dismissal, except in cases of theft, insobriety, insubordination, or other serious dereliction of duty, the union may appeal directly to arbitration such action providing the Assistant Vice President, Labor Relations receives written notice of the action to be arbitrated which includes a statement as to the specific contractual provisions allegedly violated and the circumstances which allegedly constitute the violation at least forty-eight hours prior to the arbitration.

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

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



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a letter containing such notice, shall be deemed to be the giving of such notice.

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

In case the Impartial Arbitrator hears testimony of or proof by any special service men or investigators whose identity the Operating Authority desires should not be known, such testimony or proof shall be given before the Impartial Arbitrator with no one else present, and any records, reports or actions of the Impartial Arbitrator with reference thereto shall refer to such witnesses by number only, so that their identity shall not be known. Furthermore, if there is presented to the Impartial Arbitrator for decision any matter involving theft or drunkenness of any employee, the only question to be determined by the Impartial Arbitrator in any case shall be with respect to the fact of such theft or drunkenness, as the case may be, and in case the fact of theft or drunkenness is found by the Impartial Arbitrator, then the action by the Operating Authority, based thereon, shall be affirmed and sustained by the Impartial Arbitrator.

The parties shall jointly designate an arbitrator on retainer as soon as possible.

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

#### ARTICLE VII PICK PROCEDURES.

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

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

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

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



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

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

#### Article VIII. Salary Scales.

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

##### B. Night Differential

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

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

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



Article IX. Agency Shop Fees.

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

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

The sum of the agency shop fees deducted in any month shall be transmitted by the Operating Authority to the Financial Secretary-Treasurer of the Union at the same time and subject to the same deduction of costs as are the Union dues deducted for such month.

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

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

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

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

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



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ARTICLE X. HEALTH AND HOSPITALIZATION PLAN

1. The Operating Authority agrees that during the term of this Agreement it will, subject to rules and regulations set forth in Exhibit B attached hereto and made a part hereof, make available to each employee who is in an annually rated title subject to this Agreement and in the representation unit represented by the Union, at no cost to said employee, a choice between coverage under the Health Insurance Plan of Greater New York - Health Maintenance Organization (HIP-HMO) and Empire Blue Cross and Blue Shield (120 Full Benefit Days Plan); or coverage under Group Health Insurance, Inc. (GHI) (Type C Plan, with \$7.00 office visit allowance) and Empire Blue Cross and Blue Shield (120 Full Benefit Days Plan), or Empire Blue Cross and Blue Shield (120 Full Benefit Days Plan) alone, or no coverage. The employee without cost to himself or herself may also elect to cover his/her spouse and/or his/her eligible dependent children. Such employees who are eligible for coverage under Medicare will have the same choice, also without cost to the employee, except that coverage will consist of Medicare Parts "A" and "B" and as supplemented by the carriers' senior care coverage. The Operating Authority will follow the rules of TEFRA, DEFRA and COBRA wherever applicable in regards to medical benefits. The Authority will not reimburse any Medicare deductions paid for active employees or their dependents.

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

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



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

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

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

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



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

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

#### ARTICLE XI. RETIREMENT.

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

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

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

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

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



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

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

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

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

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

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

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



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

- a. Such retirement advances shall be computed as follows:

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

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

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

1. All benefits payable under this paragraph 3(a) shall be paid on a pay-as-you-go basis, and there shall be no obligation on this Operating Authority to fund any such benefits.
2. With respect to disability retirement, the ordinary disability or accidental disability must have occurred on or after July 1, 1972.
3. The method of computation of service shall be as follows:  
  
Years of service shall be allowed on the following basis from the date an employee is hired.  
  
Number of months prior to 3/1/62;  
  
Number of months from 3/1/62 to 6/30/70;  
  
Number of months from 7/1/70 to date of retirement.



Months of service are computed as follows:

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

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

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

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

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

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

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

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

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

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

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



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

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

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

10a. Employees who retired under the previous alternate eligibility retirement of fifteen (15) years of service at age sixty (60) shall continue to receive benefits as provided in Article XXIV paragraph 3(8), (1) and (2) of the agreement between the parties dated as of January 1, 1970 and not subsection (3.a) of this Section.

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

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

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

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



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

#### ARTICLE XII. WORKING CONDITIONS.

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

#### ARTICLE XIII. COMMITTEE TO IMPROVE UTILIZATION.

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

#### Article XIV. RESTRICTIONS ON AFFILIATION.

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

#### Article XV. ENTIRE AGREEMENT.

1. This Agreement constitutes the sole and entire existing Agreement between the parties, superseding all prior Agreements, oral and written.

2. Paragraph 1 does not preclude consideration of evidence as to an established past practice by the Impartial Arbitrator who shall determine what weight to attach to it in light of the other provisions of this Agreement.

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

#### Article XVI. TERM OF AGREEMENT

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

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

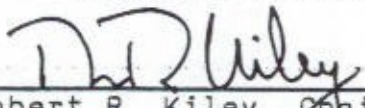


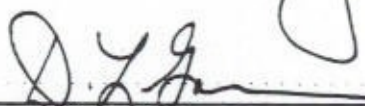
ARTICLE XVII. LEGISLATIVE ACTION

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

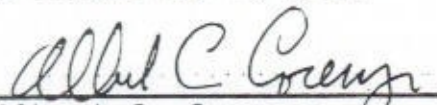
IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

MANHATTAN and BRONX SURFACE TRANSIT  
OPERATING AUTHORITY

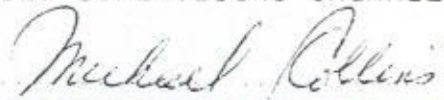
by   
Robert R. Kiley, Chairman

by   
David L. Gunn,  
President

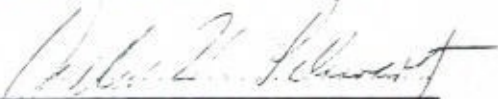
APPROVED AS TO FORM

  
Albert C. Cosenza,  
General Counsel, MABSTOA

TRANSIT SUPERVISORS ORGANIZATION

by   
Michael Collins, President

APPROVED AS TO FORM

  
Counsel, TSO

1/25/87



## EXHIBIT A

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

### ARTICLE 1. HOURS OF WORK.

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

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

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

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

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

### ARTICLE 2. OVERTIME

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



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

In the order of application and as far as possible, in accordance with seniority, employees shall be permitted to select the particular days on which they will be allowed time off with pay on account of previous overtime work, except that they will not be allowed to take time off at any time when, in the opinion of their superiors, it would interfere with the safe, efficient operation of the Operating Authority. The particular time when any employee will be allowed to make use of any overtime offset by taking time off shall be determined by advance agreement with his/her superior. Accumulated offset time may be applied against time lost due to illness, if paid sick leave has been exhausted. Nothing herein, however, shall be deemed to limit the right of management to require employees to take time off with pay in order to reduce accumulated overtime.

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

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

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

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

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



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

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

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

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

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

#### ARTICLE 3. ALLOWANCE FOR WORK ON SCHEDULED DAY OFF.

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



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

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

#### ARTICLE 4. EMERGENCY WORK.

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

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

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

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



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

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

#### ARTICLE 4 A. LUNCH PERIOD

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

#### ARTICLE 5. HOLIDAYS.

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

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

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

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

d. An employee who is not released from duty by order of his/her superior on one of the stated holidays, and who, nevertheless, absents himself from work, shall forfeit his/her right to any pay for the said holiday or to any other day off in lieu



thereof, except that this shall not be applicable to veterans (as defined in Section 63 of the Public Officers Law) in respect to Memorial Day or Veteran's Day.

e. None of the foregoing provisions in this Article shall be applicable in respect to any of the stated holidays to any employee who may have been continuously absent from duty for thirty (30) days or more, except for absence during paid vacation immediately preceding such holiday. An employee who has performed no work for the Operating Authority during a period of thirty (30) days or more, except for absence during paid vacation immediately preceding a holiday, shall not receive any pay for the holiday or be allowed another day off in lieu thereof.

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

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

#### ARTICLE 6. INSTRUCTIONS.

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

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

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



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

#### ARTICLE 8. PAYMENT WHERE CHARGES ARE PREFERRED AGAINST EMPLOYEE.

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

#### ARTICLE 9. LEAVES OF ABSENCE FOR DEATH IN FAMILY.

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

#### ARTICLE 10. JURY DUTY.

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

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

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



## ARTICLE 11. UNIFORMS.

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

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

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

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

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

## ARTICLE 12. VACATIONS.

1. The vacation year will be the calendar year.

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

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

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



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

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

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

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

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

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

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

d. An employee otherwise entitled to a vacation of five (5) weeks shall be granted a vacation with pay of two and one-half (2 1/2) days per month for each month or the major portion thereof he/she shall have worked during the preceding vacation year, but not more than five (5) weeks.

4. Terminal vacation with pay shall be allowed an employee in an annually rated title subject to this Agreement and in the representation unit represented by the Union, in addition to any vacation due him/her under Paragraphs (2) and (3) above; (A) where the



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employee's services are terminated or suspended through no fault of his/her own, or because of his/her induction into the Armed Forces of the United States; or, (B) where the employee, who is resigning or retiring of his/her own volition and not because of, or in anticipation of disciplinary action against him/her, shall, prior to separation from service, make a request therefor. Such terminal vacation shall be computed as follows:

a. An employee otherwise entitled to a vacation of two (2) weeks shall be granted terminal vacation of one (1) day for each complete calendar month worked in that vacation year prior to the date of separation, but not exceeding two (2) weeks.

b. An employee otherwise entitled to a vacation of three (3) weeks shall be granted terminal vacation of one and one-half (1 1/2) days for each complete calendar month worked in that vacation year prior to the date of separation, but not exceeding three (3) weeks.

c. An employee otherwise entitled to a vacation of four (4) weeks shall be granted terminal vacation of two (2) days for each complete calendar month worked in that vacation year prior to the date of separation, but not exceeding four (4) weeks.

d. An employee otherwise entitled to a vacation of five (5) weeks shall be granted terminal vacation of two and one-half (2 1/2) days for each complete calendar month worked in that vacation year prior to the date of separation, but not exceeding five (5) weeks.

5. In computing continuous service, service in the employ of the Operating Authority, Fifth Avenue, Surface, their predecessors or the Trustee or Trustees of Surface, shall be included, provided there is no break in such service.

6. The annual vacation allowance will not be accruable and will not be carried over from one year to another, except on the approval of the Operating Authority.

7. No additional vacation allowance or terminal vacation shall accrue to an employee for the period of such terminal vacation. No terminal vacation shall be granted for sick leave with pay or vacation used immediately prior to any terminal vacation granted under this Article.

8. All vacation, including terminal vacation, shall be paid on the basis of eight (8) hours per day. No holiday pay shall be granted for any of the stated holidays provided for in this Article, which may fall within the period of such terminal vacation. An employee who has not worked during a vacation year shall not receive any terminal vacation if he/she is separated from the service during such year. The allowance of such terminal vacation shall be



conditioned, however, upon an agreement by the employee to whom it is granted that should he/she return to the service of the Operating Authority before the end of the following vacation year, the number of terminal vacation days so allowed to him/her shall be deducted from any vacation he/she may be entitled to take in such following year after returning.

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

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

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

12. An employee who, during the vacation year, is in service part of the time in a position to which this Agreement is not applicable and part of the time in a position to which it is applicable, shall accrue annual leave in accordance with the terms of this Agreement for each month during the major part of which he/she served in a position to which this Agreement is applicable, and shall accrue an annual leave allowance for each month during the major part of which he/she served in a position to which this Agreement is not applicable, in accordance with the rules and regulations applicable to such other position.



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

Each employee shall have the option to use five (5) of his/her vacation days each year as single personal leave days, subject to departmental regulations.

Consistent with the needs of the service, employees will be permitted the selection and use of the annual vacation allowance in single week periods, in accordance with seniority and to the extent that the selection of such single week vacation periods does not exceed the coverage provided by the established quota of vacation relief employees.

#### ARTICLE 13. SICK LEAVE.

1. All employees shall be qualified to receive payments under these regulations for physical disability to work by reason of sickness. Such payments are hereinafter referred to as "Sick Disability Benefits". Such payments shall terminate when disability ceases, and shall in no case extend beyond the periods hereinafter mentioned. For the purpose of these regulations, sickness shall include injury, other than accidental injury arising out of or in the course of employment by the Operating Authority, and shall exclude any sickness, disability or injury brought about by the use of intoxicating liquors or narcotic drugs, or resulting from social disease or preventable disabilities; or absences connected with correction of non-disabling conditions.

2. Subject to the conditions hereinafter set forth, the sickness disability benefits in sickness disability cases originating hereafter shall be as follows:

- a. less than 6 months full pay for 1 week
- b. from 6 months to less than 12 months full pay for 2 weeks
- c. from 1 year to less than 2 years full pay for 2 weeks  
half pay for 2 weeks
- d. from 2 years to less than 3 years full pay for 2 weeks  
half pay for 4 weeks
- e. from 3 years to less than 4 years full pay for 3 weeks  
half pay for 5 weeks
- f. from 4 years to less than 5 years full pay for 4 weeks  
half pay for 6 weeks
- g. from 5 years to less than 6 years full pay for 5 weeks  
half pay for 7 weeks



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h. from 6 years to less than 7 years full pay for 6 weeks  
half pay for 8 weeks

i. from 7 years to less than 8 years full pay for 8 weeks  
half pay for 9 weeks

j. from 8 years to less than 9 years full pay for 10 weeks  
half pay for 10 weeks

k. from 9 years to less than 10 years full pay for 12 weeks  
half pay for 12 weeks

l. from 10 years or more full pay for 13 weeks half pay for  
13 weeks

"Full Pay" and "Half Pay" will be calculated upon the regular rate of pay, excluding overtime, and the period of sickness disability benefits shall be based on the length of service at the time the disability began. For this purpose, term of employment will be considered as exclusive of periods of voluntary or involuntary leave of absence or furlough.

In determining the period of sickness disability benefits, all allowances made during the twelve (12) months' period immediately preceding the current absence for illness shall be deducted.

3. The wages of all employees absent from duty because of physical disability, and who are covered by New York State Disability Benefits, shall be paid according to the statute or according to the foregoing schedule, whichever shall be greater, but the statutory benefits shall be considered as part payment thereof; that is to say, the difference between the statutory benefits payments and the employee's wage will be paid by the Operating Authority for the period during which wage payments are allowed hereunder on account of absence from duty because of physical disability.

4. Every employee who shall be absent from duty on account of sickness or injury must at once notify his/her immediate superior, and the employee shall not be entitled to benefits for time previous to such notice, unless delay be shown to have been unavoidable and satisfactory evidence of disability is furnished.

5. Disabled employees wishing to leave home shall obtain from the Operating Authority written approval of absence for a specified time, and furnish satisfactory proof of disability while absent; otherwise, no benefits shall be paid for such period of absence. The Operating Authority shall have the right to send a representative to the employee's home or to otherwise verify the employee's absence because of illness or injury.

6. Upon request of the Operating Authority, employees applying for sickness disability benefits shall furnish a certificate from their attending physician stating the nature of and the date of the



beginning of the illness, or date of injury, the date first attended by the physician, and the estimated or actual duration of illness or injury. Upon request by the Operating Authority, an employee claiming sickness disability benefits shall submit to an examination by a physician designated by the Operating Authority. The Operating Authority also shall have the right to have a doctor or nurse visit the home of an employee absent on account of illness or injury.

7. Employees willfully making misrepresentation to obtain sickness disability benefits shall be subject to disciplinary action and shall not be entitled to any benefits.

8. Sickness disability benefits shall not exceed the allowance shown in Paragraph (2) of this Article for any 52-week period, but if an employee has a chronic or recurring illness he/she shall be entitled to an allowance for only one 52-week period and shall not be entitled to any allowance for disability from such illness occurring within five (5) years from date of last allowance hereunder for such illness.

9. Payments under this Article shall be made under the same conditions as are now in effect with respect to return to the Operating Authority of any payments under the Disability Benefits Insurance for periods covered by this Article.

#### ARTICLE 14 INJURY ON DUTY.

The following provisions shall apply with respect to accidental injuries sustained in the course of an employee's employment on or after July 1, 1970:

An employee, incapacitated for any kind of available work as a result of an accidental injury sustained in the course of his/her employment, will be allowed, for such period or periods during such incapacity as the Operating Authority may in each case determine, the full amount which he/she would have earned during such period or periods had he/she been working according to the regular schedule and at the regular rate of pay for work within his/her title which he/she had and was receiving prior to the period of incapacity, less the amount of any Worker's Compensation payable to him/her under the provisions of the Worker's Compensation Law. If the absence for which he/she is to be allowed pay, as herein provided, occurs two (2) years or more after the date of the original accident, the allowance shall be based upon an amount equal to seventy-five (75%) percent of his/her earnings, as set forth herein.

In order to qualify for such payment, the employee must be absent from employment because of such accidental injuries sustained in the course of his/her employment eight (8) consecutive days, and the payment provided for herein will commence only on and after the eighth day of such absence.

In no case will an employee be granted the allowance above mentioned or be paid more than he/she is entitled to receive under the Worker's Compensation Law unless he/she voluntarily, and without any



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

The amount of any Worker's Compensation payable for the period or any part of the period during which he/she so works will be deducted from his/her pay for the work.

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

No differential pay shall be granted:

1. Unless the employee sustained an accidental injury while engaged in the performance of his/her assigned duty for the Operating Authority and such accidental injury was the direct cause of the employee's incapacity for work.
2. If the accident was due to violation by the employee of any rule of the Operating Authority or any precautionary procedures directed by the safety director of the Operating Authority, or other Safety Rules.
3. If the employee was engaged in horse play or was at all under the influence of liquor at the time of the accident.
4. If the employee failed to report to the medical director of the Operating Authority for examination or re-examination, when told to do so.
5. If the employee failed to report for light duty or for the performance of his/her regular work when directed to do so.
6. If the period for which the allowance is requested was a period during which the employee, in the opinion of the Operating Authority's medical director, would not have been incapacitated for work had it not been for some physical or mental condition existing prior to the accident.



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

When the question arises as to the granting of differential pay under this Article to an employee who has been absent from work on account of injury in the course of his/her employment, the Chief of the Compensation Bureau of the Operating Authority shall certify on all applications submitted by employees that the following conditions have been met:

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

2. That the accident was not due to the violation of any direction of the Operating Authority as to precautions taken by the employee to avoid accidents.

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

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

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

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

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

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

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

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

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

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

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

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



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

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

If an employee has unused sick leave as provided in Article 13, he/she may charge the waiting period provided herein to such sick leave.

#### ARTICLE 15. ALLOWANCE FOR TIME CONSUMED FOR PHYSICAL EXAMINATION.

a. When an employee on duty or reporting for duty is ordered by his/her superior to the Operating Authority's Medical Staff for physical examination and is pronounced able to work and given a "Return to Duty" slip by a physician of such Staff, no deduction from such employee's pay shall be made for the time consumed in compliance with such order.

b. Employees shall not be scheduled to report for periodic examinations on their regular days off or during vacation.

c. An employee absent from duty by reason of illness or injury for more than twenty-one (21) consecutive days, or absent for any other reason for more than sixty (60) days, will not be allowed to return to duty until he/she obtains and presents to his/her superior a certificate from the Operating Authority's Medical Staff that he/she is fit for duty. No allowance will be made for the time required to obtain such certificate.

d. An employee required to report to the Operating Authority's Medical Staff for physical examination outside his/her tour of duty will be allowed three (3) hours' time for so reporting.

e. If required to report for such examination while on duty, no deduction shall be made from employee's pay for time necessarily consumed in undergoing such examination.



f. An employee who has been injured in the course of his/her employment and who is required to report for treatment by the Operating Authority's Medical Staff or to attend hearings at the Worker's Compensation Board because of injuries to himself, but not as a witness, during his/her time off between two (2) tours of duty, will be allowed three (3) hours' offset time for so reporting. If such an employee is required, while on duty, to attend a hearing at the Workmen's Compensation Board because of injuries to himself, but not as a witness, no deduction shall be made from his/her pay for time necessarily consumed for such hearing, provided, however, that such employee obtains an attendance slip from the Operating Authority's Chief of the Compensation Bureau or his/her designee, which sets forth the time of arrival and time of departure from such hearing.

#### ARTICLE 16. \$50,000 DEATH PAYMENT-SELF INSURED.

The Operating Authority will provide a \$50,000 payment to cover the death of an employee occurring as a result of assault or robbery in the line of duty.

#### ARTICLE 17.

The Operating Authority will grant cash payments to the surviving spouse or the legal representative of deceased employees, equal to the monetary value of accumulated and unused overtime, if any, standing to the credit of the employee at the time of his/her death for overtime worked and credited after March 22, 1962, computed at the rate of his/her salary in effect when the overtime was worked.

#### ARTICLE 18. LOST PROPERTY.

Lost property found by an employee in line of duty will be returned to the employee under the existing rules with respect to return of lost property to employees.

#### ARTICLE 19. FILLING OF VACANCIES.

It is the Operating Authority's policy to have a "permanent" list for titles covered by this Agreement. Where a "permanent" list is not available, it is the Operating Authority's policy to create a "provisional" list. Where a "permanent" or "provisional" list is available, budgeted permanent vacancies shall normally be filled within 30 days. Where such permanent vacancy occurs and neither a "permanent" nor "provisional" list is available, the Operating Authority will fill such budgeted permanent vacancies from a "permanent" or provisional" list within 120 days. In the event the Operating Authority has not filled such budgeted permanent vacancy within 120 days, the employee filling such vacancy in an out of title capacity shall be paid the minimum rate of the higher paid title in which he/she is performing from the 121st day and after.

A "permanent" list is one established by competitive examination, appointments from which are subject to a one year probationary period.



A "provisional" list is one established pursuant to Operating Authority policy where no "permanent" list is available. Appointments from a "provisional" list may be terminated at any time and must be terminated within three months after the establishment of a "permanent" list.

#### ARTICLE 20 EXPRESSION OF PREFERENCE FOR ASSIGNMENT

1. The Authority shall continue to have the right to select personnel for resume jobs.

2. At an annual general pick, Surface Transit transportation dispatchers may utilize their seniority to pick non-resume assignments which will be posted with the following information:

- a. Work assignment, tour of duty, regular days off and location by depot.
- b. Extra list (Vacation and Unscheduled Absence Coverage): Location by depot (except as permitted by contract or practice).

Except as otherwise permitted by the contract, tour of duty and regular days off, when picked will not be changed. At all times, actual dispatcher assignments to be performed and the location by depot within the division shall be decided at the sole discretion of management. Such discretion may be exercised by the Assistant General Manager by providing the Union with notice which states the reason for such reassignment. Without delaying the reassignment, the Union shall have the right to discuss the reassignment with the Vice President with responsibility for the employee's function, the Senior Vice President, Operations or the Vice President, Labor Relations. The reassignment shall not be subject to the grievance procedure contained in this Agreement except that such procedure may be utilized where the Union demonstrates a clear pattern of abuse in the reassignment of employees.

"Division" as used above shall be a division as currently established. Nothing shall prevent management from changing a division after consultation with the Union.

3. At an annual general pick, Surface Transit maintenance line supervisors may utilize their seniority to pick non-resume assignments which will be posted with the following information:

- a. Tour of duty, regular days off and location by depot.
- b. Extra list (Vacation and Unscheduled Absence Coverage): Location by depot (except as permitted by contract or practice).



Except as otherwise permitted by the contract, location by depot, tour of duty and regular days off, when picked will not be changed.

4. Nothing contained herein shall be construed to diminish management's rights to reassign employees including but not limited to those rights contained in Article 1 of the Working Conditions.

5. Within depots, employees shall have the right to pick vacation schedules on the basis of seniority, consistent with the needs of the service.

6. Dispatcher realignment picks will continue as heretofore except as modified above.

#### ARTICLE 21 EXPRESSION OF PREFERENCE STATUS, SECURITY FOR PROMOTIONS TO MANAGERIAL TITLES

Effective June 1, 1986, the Authority will make a good faith effort to provide notice to the Union of a promotion of a represented employee to a position outside the bargaining unit or the return of an employee from a managerial title to the bargaining unit within fifteen days of promotion or return to the bargaining unit. The Union agrees that a promotee, if returned to his/her former Union title within six months after the effective date of the promotion will be returned with the preference status he/she held prior to such promotion at the next annual general pick. Pending the next annual general pick, such employee will be assigned in accordance with the current practice.

#### ARTICLE 22 SCHEDULED OPERATIONS TRICKS

The Authority, at its option, may assign all the scheduled operations tricks in the depots in their entirety to Deputy Supervisors as long as this change is made in conjunction with a general pick.

#### ARTICLE 23 RESUME JOB PROCEDURE

Bid procedures for resume jobs shall be in accordance with the following procedures:

a. It is the sole prerogative of management to set qualifications and requirements for any resume job.

b. The notice providing application instructions will specify all qualifications and requirements, e.g. minimum length of service, attendance record, etc.

c. Copies of all notices will be mailed to the Union.

d. The Authority will determine which applicants are qualified by review of records or interview.



e. The Authority will prepare a list of qualified applicants in seniority order and provide a copy of this list to the Union at least 10 working days prior to assigning personnel to vacancies, during which time the Union shall be afforded an opportunity to review and discuss the matter with management.

f. Assignment to such position will be with the understanding that all employees are subject to a six month probationary period and will be expected to continue to fill, at the Authority's discretion, such position for a minimum of 2 years.

g. Acknowledgment letters will be sent to applicants.

#### ARTICLE 24. INJURY BY ASSAULT.

The Operating Authority will compensate any covered employee for all his/her regularly scheduled working time, lost during the first five working days following an unprovoked injury sustained by reason of any assault perpetrated upon him/her while engaged in the performance of his/her duties or in any attempt to rob him/her of Operating Authority monies but otherwise subject to the rules and regulations in Article 14 (Injury on duty).

Any such injured employee shall submit to an examination by the Operating Authority's Medical Staff if the Operating Authority demands such an examination.

#### ARTICLE 25. SENIORITY UPON DEMOTION

Any employee who has accepted permanent promotion as a result of a competitive examination and within one year thereafter is demoted, or is voluntarily restored, to his/her former title which is represented by the union, shall have the same preference status in the title which he/she held at the time of promotion and the same rate of pay which he/she would be receiving had his/her services in that title been uninterrupted by such promotion.

Any employee who has accepted a provisional promotion and is demoted, or is voluntarily restored, to his/her former title which is represented by the union, shall have the same preference status in the title which he/she held at the time of promotion and the same rate of pay which he/she would be receiving had his/her services in that title been uninterrupted by such promotion.

#### ARTICLE 26. REDUCTION IN FORCE

1. In the event of a reduction of positions or an excess of incumbents within a title covered by this Agreement, excess employees shall be laid-off, furloughed or demoted in inverse seniority order based on length of service at the Operating Authority or its predecessors.



2. Such affected employees shall hold preferential rights to recall in order of their seniority with the last employee laid off, furloughed or demoted being given first preference to be recalled or re-promoted. Such rights will terminate fifteen days after notice by registered mail of the Operating Authority's intention to recall an employee is sent to the employee.



## EXHIBIT B

RULES AND REGULATIONS COVERING THE HEALTH AND  
HOSPITALIZATION PLAN ESTABLISHED BY AGREEMENT  
BETWEEN THE OPERATING AUTHORITY AND THE UNION

1. The choice of coverage set forth in Article X of this Agreement shall be the only benefits made available.

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

3. If an employee chooses coverage other than HIP/HMO, and later moves into a HIP/HMO group practice area, he/she may then request a transfer from his/her selected coverage to HIP/HMO, subject to the rules and regulations of the carrier. If an employee, eligible hereunder, moves out of a HIP/HMO group practice area, he/she may continue his/her HIP/HMO coverage under the limitation established by HIP/HMO for "EXTENDED-AREA" Subscriber Plan, or he/she may then select one of the other alternative coverages, subject to the rules and regulations of the carrier.

4. The Operating Authority will not pay premiums for coverage for an eligible employee who is absent without salary for an entire calendar month, except in the event of a service-connected injury or illness for which he/she is receiving Workmen's Compensation, which exception shall be limited to a maximum of the number of weeks he/she would be entitled to sick pay in accordance with his/her years of service.

5. Any employee who, by promotion, etc., enters a title subject to this Agreement and in the representation unit represented by the Union and thereby becomes an eligible employee, will be granted one opportunity to select coverage from among those listed in Article IX of this Agreement. His/her coverage generally shall be effective from the first day of the month immediately following the date of his/her entry into the title.

If an employee enters one of the titles subject to this Agreement and in the representation unit represented by the Union and elects coverage different from that which was held as an hourly-paid employee, and if there is insufficient time for the carrier to effect such new coverage so that it may become effective as of the first day of the month immediately following the date of his/her entry into the title, he/she will continue to be covered under his/her existing coverage until the first day of the first month for which the carrier provides his/her newly elected coverage.



6. If an employee leaves a title subject to this Agreement, and in the representation unit represented by the Union, coverage shall end as of the last day of the month in which he/she leaves.

7. An eligible employee who at this time selects coverage in accordance with this Agreement and these rules and regulations, may not, prior to May 31, 1988, transfer to any other type of coverage except as specifically provided above or as provided by subsequent resolutions of the Operating Authority.

8. Every eligible employee who receives coverage hereunder, must promptly report to the Operating Authority all changes in his/her family status, in order that appropriate adjustments may be made. Failure to report such changes within 31 days will result in the affected individual coverage to be delayed until the first of the month following the employee's report of such change.

9. Each eligible employee who receives coverage hereunder must notify the Operating Authority immediately of any change in address, in accordance with the Operating Authority's rules and regulations.

10. In no event shall an eligible employee receive coverage under any of the choices set forth in Article X of the Agreement while he/she is receiving coverage under any other plan to which the Operating Authority contributes. Only one member of the same family unit (spouse and children under 19 years of age) may elect coverage under this Agreement and these rules and regulations, even though one or more of the others may be eligible through Operating Authority employment.

11. These Rules and Regulations may be amended, revised or terminated by the Operating Authority at any time.





**New York City  
Transit  
Authority**

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

**Members of the Board**

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Lawrence R. Bailey  
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Robert T. Waldbauer  
Alfred E. Werner

David L. Gunn  
President

December 17, 1986

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

Dear Mr. Collins:

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

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

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



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

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

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

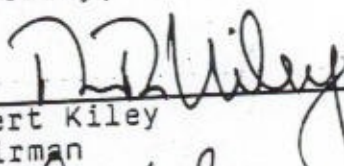
3. The parties agree that further consideration is to be given to the establishment of a TSO Supplemental Trust.

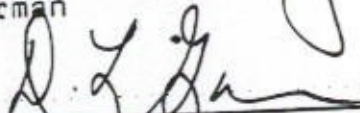
4. Effective June 1, 1986, for those Transit Supervisors Organization represented employees who chose GHI CBP, their drug plan will have a \$50.00 family calendar year deductible. Once the deductible is satisfied, GHI will reimburse the employee 80% of the reasonably and customary costs of covered prescription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

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


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

Sincerely,

  
Robert Kiley  
Chairman

  
David L. Gunn  
President

AGREED:

  
Michael Collins, President  
Transit Supervisors Organization

2/5/87





New York City  
Transit  
Authority

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

Members of the Board

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David L. Gunn  
President

December 17, 1986

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

Dear Mr. Collins:

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

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

Teletype Job (3 Jobs)

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

3. Super #8 Line Supervisor positions may be created in accordance with Budget Department recommendations in two categories: picked jobs and resume jobs. If there are insufficient #8 Line Supervisors to cover open positions in either category of work, any #8 Line Supervisor may be assigned to cover the other category of work. Normally, however, #8 Line Supervisors who are selected by resume will cover resume jobs, and #8 Line Supervisors who pick their work will cover picked jobs.

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

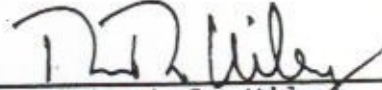
26. Dispatcher work assignments for the following day will be posted by 2:00 P.M.



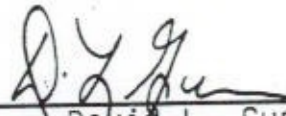
164  
27. The Authority will permit one Dispatcher per day per depot to take time off chargeable to compensatory time (OTO or holiday).

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

Sincerely,



Robert R. Kiley  
Chairman



David L. Gunn  
President

Agreed:



Michael Collins, President  
Transit Supervisors Organization



3rd YEAR

2nd YEAR

AFTER 6 MOS.

Schedule A

ENTRANCE

MAXIMUM

MINIMUM

EFFECTIVE

Dispatcher

6/1/85 \$28,379  
 6/1/86 29,798  
 6/1/87 31,586  
 11:59:59PM, 31,870  
 5/31/88

\$28,894  
 30,339  
 32,159  
 32,448

\$28,379  
 29,798  
 31,586  
 31,870

\$33,605  
 35,285  
 37,402  
 37,738

\$33,605  
 35,285  
 37,402  
 37,738

\$31,250  
 32,812  
 34,781  
 35,093

32,005

29,762

27,518

27,028

May 31, 1985 Wage Base for  
 Night/Weekend Differential Calculations.

Line Supervisor 6/1/85 \$26,247  
 6/1/86 27,559  
 6/1/87 29,213  
 11:59:59PM, 29,475  
 5/31/88

\$26,247  
 27,559  
 29,213  
 29,475

\$29,543  
 31,020  
 32,881  
 33,176

\$29,543  
 31,020  
 32,881  
 33,176

\$28,140  
 29,547  
 31,320  
 31,601

28,136

26,800

25,488

24,997

May 31, 1985 Wage Base for  
 Night/Weekend Differential Calculations.

Line Supervisor 6/1/85 \$31,376  
 6/1/86 32,945  
 6/1/87 34,922  
 11:59:59PM, 35,236  
 5/31/88

\$31,376  
 32,945  
 34,922  
 35,236

\$34,895  
 36,640  
 38,838  
 39,187

\$34,895  
 36,640  
 38,838  
 39,187

\$33,386  
 35,055  
 37,158  
 37,492

33,233

31,796

30,373

29,882

May 31, 1985 Wage Base for  
 Night/Weekend Differential Calculations.

Deputy Sup. 6/1/85 \$35,660  
 6/1/86 37,443  
 6/1/87 39,690  
 11:59:59PM, 40,047  
 5/31/88

\$35,660  
 37,443  
 39,690  
 40,047

\$37,461  
 39,334  
 41,694  
 42,069

\$37,461  
 39,334  
 41,694  
 42,069

35,677

34,452

33,962

1985 Wage Base for  
 Night/Weekend Differential Calculations.









**New York City  
Transit  
Authority**

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

Members of the Board  
Robert R. Kiley  
Chairman  
Lawrence R. Bailey  
Daniel T. Scannell  
Vice Chairman  
Laura Blackburne  
Stanley Brezenoff  
Thomas Egan  
Herbert J. Libert  
John F. McAlevey  
Ronay Menschel  
Constantine Sidamon-Eristoff  
Robert F. Wagner, Jr.  
Robert T. Waldbauer  
Alfred E. Werner

David L. Gunn  
President

December 17, 1986

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

Dear Mr. Collins:

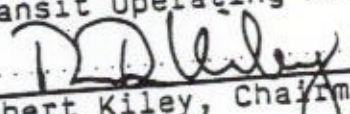
During contract negotiations it was mutually agreed between the parties that the following item would not be included in the contract but would be set forth in a letter of understanding. The item is as follows:


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

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

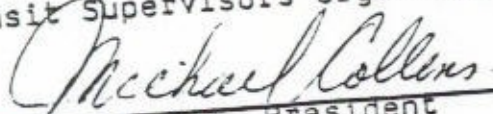
Sincerely,

Manhattan and Bronx Surface  
Transit Operating Authority

  
Robert R. Kiley, Chairman

  
David L. Gunn, President

Transit Supervisors Organization

  
Michael Collins, President

01511

2/25/87