

11/01/90

MEMORANDUM OF UNDERSTANDING

AGREEMENT made between the New York City Transit Authority, and the MANHATTAN AND BRONX SURFACE TRANSIT OPERATING AUTHORITY (the "Authority") and the TRANSIT SUPERVISORS ORGANIZATION, (the "Union").

In full settlement of all issues raised by the Authority and the Union, it is mutually agreed that the 1985-1988 collective bargaining agreement ("the Agreement") between the Authority and the Union shall be amended as follows:

1. The wage rates for employees represented by the Union shall be increased as follows:

Effective June 1, 1988, the rates of pay that were in effect on May 31, 1988 shall be increased by six (6) per cent.

Effective August 1, 1989, the rates of pay that were in effect on July 31, 1989 shall be increased by five (5) per cent.

Effective July 1, 1990, the rates of pay that were in effect on June 30, 1990 shall be increased by six per cent of the May 31, 1988 rate.

Rates of pay below the top rates shall be adjusted in accordance with the appropriate salary scales.

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2. The Authority agrees to increase its contribution to the existing fund administered by the Authority for the purpose of providing additional health benefits to active employees as follows:

<u>Effective</u>	<u>Amount</u>
6/1/88	\$50
6/1/89	an additional \$50
6/1/90	an additional \$50

- B) Reimbursement for Medicare for eligible employees will be capped at \$24.00.

3. The current Authority grievance and arbitration procedures contained in the Agreement shall be replaced by the procedures set forth in Appendix A to this Memorandum of Understanding.

4. The Authority's Policy Instructions, 6.0.3 and 6.9, (Attached as Appendices B & C) concerning Drugs and Controlled Substances and Alcohol, respectively, shall be incorporated in and become part of the Agreement.

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The Union agrees that, if failure by the Authority to comply with any regulation promulgated by the Urban Mass Transportation Administration, either prior or subsequent to the effective date of this agreement, pertaining to the use or possession of drugs, controlled substances or alcohol, would interfere with the Authority's operations or its receipt of funds the Union will agree to any changes in Policy Instruction 6.0.3 and 6.9 as amended, which would be necessary for the Authority's compliance with the regulation.

This provision shall not prevent the Authority from modifying such Policy Instructions where any legislation or regulations pertaining to the use or possession of drugs, controlled substances or alcohol does not allow the Authority discretion as to implementation.

5. Employees in titles represented by the Union (as listed in Article 1 of the Agreement) shall have the opportunity to participate in a 457 Tax Deferred Annuity Plan. Such opportunity shall be made available as soon as practical following Union ratification and MTA Board approval.

6. Prime Time Vacation

The weekly quota of dispatchers in each depot in the Transportation Division allowed on vacation shall be evenly spread among all weeks of the calendar year. Any excess weeks will be allocated at the choice of the TSO, with no more than one additional vacation week allocated per calendar week. The TSO will be permitted to designate 15 weeks of their choice as prime time vacation weeks.

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where the excess as described above is less than 15 weeks or where the above process does not result in additional vacation week in each of the prime time weeks, an additional week will be provided by reducing non-prime quota by no more than one in any non-prime week and reallocating that number of weeks so as to insure that each of the 15 prime time weeks has an additional vacation quota allowance.

Example: 1) Depot has 156 weeks total allowance. Each calendar week will have a vacation quota of 3. 15 prime time weeks will be allowed 4, by reducing 15 non-prime time weeks to 2.

2) Depot has 140 weeks. Each week has a quota of 2. The remaining 36 weeks will be allocated, one per week, at the TSO's discretion. Since this allocation will include the 15 prime-time weeks, no further adjustment will be made.

3) Depot has 160 weeks. Each week has a quota of 3. The remaining 4 weeks are allocated, one per week, to 4 of the 15 prime-time weeks would then be brought up to a quota of 4 by reducing 11 non-prime time weeks of the TSO's choosing to a quota of 2.

7. Assault Pay

- 1) The Operating Authority will compensate a covered employee for regularly scheduled working time lost, for the first 24 months, as a result of injuries sustained by reasons of any unprovoked 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, subject to the rules and regulations of Article 14 (Injury on Duty).

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The assault payment provided therein shall be made to an employee absent as a result of injuries sustained by an assault for a period of up to a total of 24 months of absence but only within the 24 months from the date of the assault.

Nothing in this provision is intended to affect any employee's eligibility for Worker's Compensation Benefits under the Worker's Compensation Law.

The Worker's Compensation Law Section ____ is currently interpreted to cover injuries sustained by an assault while the employee is engaged in the performance of his/her duties.

- b) Any such injured employee shall submit to a medical examination by the Authority's Medical Staff if the Authority demands such an examination.
- c) An employee who is absent as a result of injuries sustained by an assault as described in (A) above, shall be dropped from service after 24 months or at any time during or after the 24 months period from the date of the assault if it is found that the employee is permanently restricted from performing his duties.
- 8. The Authority agrees to withdraw its demand regarding a change in sick leave accruals due to the fact that over two (2) years of the contractual period has already expired. The Authority intends to resubmit its demand during the subsequent negotiations in 1991. The status quo has been maintained. Both parties retain all current rights.

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9. Single Day Vacations - Employees who want to take one (or two) week(s) of their annual vacation in single days or cash in a single week (or two) of their vacation allowance will be given the opportunity to do so provided that they commit to do so approximately six weeks before the general pick or the start of the vacation year, whichever comes first. Employees who choose to cash in a single week (or two) shall have the choice of receiving payment concurrent with their first week of picked vacation or first pay period in December preceding the vacation year. Employees who choose to take single days who are unable to take all five (or ten) days as of the end of the vacation year will be paid in cash for all unused days. Cash sums paid to employees who choose to cash in a single week (or two) of vacation or unused single vacation days, will not be considered pensionable income. Under either cash in option employees will not choose a week or weeks during the annual vacation pick correspondence to time traded in or cashed in.
10. All "X" pieces shall be paid in cash.
11. Current limit of 60 hours of banked OTO time shall be reduced to 24 hours.
12. One person per day per depot or Department can be off on either OTO or Single Day Vacation (Both Transportation and Maintenance).

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13. The parties agree that only those three side letters dated December 17, 1986 attached to the 1985 - 1988 agreement shall be attached to the 1988 - 1991 agreement and shall be incorporated therein (Attached as Exhibits 1, 2, and 3). Those terms listed in the letters which were to expire at the expiration of the prior contract shall expire on July 31, 1991. The only exception to the terms of the cited letters is the deletion of paragraph 27 of letter in which the first paragraph refers to "Teletype Jobs" Paragraph 27 is deleted and replaced by language contained in this Memorandum of Understanding.
14. The Authority shall continue to have the right to assign employees in the titles, Revenue Collection Supervisor and Storeroom Supervisor. Employees in these two (2) titles will have the right to express preferences by seniority regarding hours of work, location and regular days off (RDO), but such expressed preferences shall not be binding upon the Authority in any way and can be modified, based upon the needs of service at any time. Any change made pursuant to this provision will not be subject to the penalty payments in Article 1 of the working conditions.
15. Upon ratification and approval as provided above, this agreement shall be effective as of June 1, 1988 and shall continue in effect through June 30, 1991.

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Transit Supervisors Organization

Edward Schmitt

for Michael Collins

President

Brooklyn, New York

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TSO
Disciplinary and Contractual Grievance Procedure

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.

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

2. Step I

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 by Department or Division within five (5) days after the grievance arose. General Superintendents or Superintendents may hold disciplinary, grievance, or administrative hearings.

Step II

In the event that the matter is not satisfactorily adjusted within seven (7) 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 or Division Head or his/her designated representative. The employee's Department or Division Head or his/her designee shall render his/her decision within seven (7) days after the closing of the hearing. The Department Head or Designee shall hold a hearing within seven (7) days of the appeal.

Step III

In the event that the matter is not satisfactorily adjusted with the Department or Division 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 Deputy Vice President, Labor Disputes Resolution or his/her designee or designees. The Authority's Deputy Vice President, Labor Disputes Resolution or his/her designee or designees shall, within seven (7) days, hold a hearing on the grievance, with due notice to the Union, and within seven (7) days after such hearing is closed, the Authority's Deputy Vice President, Labor Disputes Resolution or his/her designee or designees shall deliver to the Union in writing his/her decision on the disposition of the grievance. (At the present time the designees for Step III hearings are the Director of Labor Relations, OA and his staff.) This hearing shall be held at Walnut Depot or at whatever facility to which the Labor Relations Department moves from Walnut Depot.

3. If the Union is not satisfied with the disposition of such grievance by the Authority's Deputy Vice President, Labor Disputes Resolution 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 Deputy Vice President, Labor Disputes Resolution 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 Deputy Vice President, Labor Disputes Resolution. Such appeal shall include a statement as to what contractual provision was allegedly violated by management and the remedy sought. The Deputy Vice President, Labor Disputes Resolution or his/her designee shall set a hearing within seven (7) calendar days after receipt of the appeal and render his/her decision within seven (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 Deputy Vice President, Labor Disputes Resolution 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 seven (7) days 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 Deputy Vice President, Labor Disputes Resolution 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 a letter containing such notice, shall be deemed to be the giving of such notice.

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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 have agreed to designate Professor Daniel Collins as the Impartial Arbitrator for the term of this contract. If the office should become vacant, the parties shall designate an alternate Impartial Arbitrator.

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New York City
Transit
Authority

370 Jav. Street, Brooklyn, New York 11201 Phone TR 6-3337

Robert R. Kline
Chairman
Lawrence R. Bell
Deputy Chairman
Vice Chairman
Louis B. Glavin
Stephen B. Glavin
Thomas E. Glavin
Harold J. Glavin
John E. Glavin
Ruth E. Glavin
Constance E. Glavin
Richard E. Glavin
Robert E. Glavin
Anne E. Glavin

David L. Glavin
President

December 17, 1966

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

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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.

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

28. The John C. Simpson memorandum of December 23, 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. Guon
President

Agreed:

Michael Collins, President
Transit Supervisors Organization

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New York City
Transit
Authority

375 E. 42nd Street, New York, N.Y. 10017

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:

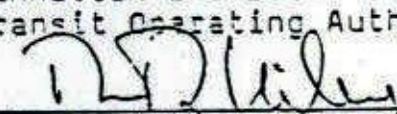
During contract negotiations it was mutually agreed between the parties that the following item would not be included in the contract but would be set forth in a letter of understanding. The item is as follows:

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 Kiley, Chairman


David L. Gunn, President

Transit Supervisors Organization

Michael Collins, President

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**New York City
Transit
Authority**

370 Jay Street, Brooklyn, New York, 11201 Phone (718) 331-

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Robert A. ...
Chairman
Lawrence R. ...
Duke ...
Vice Chairman
Louis ...
Stanley ...
Thomas ...
Herbert J. ...
John F. ...
Randy ...
Constantine ...
Robert ...
Robert ...
Arthur ...

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 CAP, 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 R. Kiley
Chairman



David L. Gunn
President

AGREED:

Michael Collins, President
Transit Supervisors Organization

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APPENDIX B

Subject	Classification	Issued	Number
DRUGS AND CONTROLLED SUBSTANCES	Administrative	July 21, 1988	6.0.3

1.0 POLICY

- 1.1 It is the policy of the Authority to operate and maintain its transportation facilities in a safe and efficient manner and to provide a safe work environment for its passengers and employees. Possession or the use of Drugs and Controlled Substances that may prevent an employee of the Authority from performing the duties of his/her job safely and/or efficiently is prohibited. In addition, it is the policy of the Authority to provide eligible employees the opportunity to rehabilitate themselves by use of counseling services as provided in this policy.

2.0 PURPOSE

- 2.1 The purpose of this P/I is to set forth policies and the procedures concerning employee possession or use of Controlled Substances or Drugs, as defined in paragraph 4.0.

3.0 SCOPE

- 3.1 This P/I shall apply to all Authority employees excluding members of the Transit Police force and those employees who are otherwise provided for in their collective bargaining agreement.
- 3.2 Authority - For the purpose of this P/I shall mean the New York City Transit Authority, Manhattan and Bronx Surface Transit Operating Authority, Staten Island Rapid Transit Operating Authority and/or the South Brooklyn Railway Company.

4.0 DEFINITIONS

- 4.1 Controlled Substances - Any drug or substance listed in Public Health Law Section 3306, including but not limited to marijuana (marihuana), heroin, LSD, concentrated cannabis or cannabinoids, hashish or hash oil, morphine or its derivatives, mescaline, peyote, phencyclidine (angel dust), opium, opiates, methadone, cocaine, quaaludes, amphetamines, seconal, codeine, phenobarbital, or valium.
- 4.2 Drug - Any substance which requires a prescription or other writing from a licensed physician or dentist for its use and which may impair an employee's ability to perform his/her job or whose use may pose a threat to the safety of others.

Issued By: David L. Gunn President		Supersedes P.I. 6.0.2 issued March 10, 1987	Page 1 of 8
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NEW YORK CITY TRANSIT AUTHORITY
POLICY / INSTRUCTION

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Subject	Classification	Issued	Number
DRUGS AND CONTROLLED SUBSTANCES	Administrative	July 21, 1938	6.0.3

- 4.3 Marijuana - (Marihuana) - means all parts of the plant of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.
- 4.4 Medical Authorization - A prescription or other writing from a licensed physician or dentist for the use of a Drug in the course of medical treatment, including the use of methadone in a certified drug program.

5.0 REPORTING AND TESTING OF CONTROLLED SUBSTANCES, DRUGS AND MARIJUANA

Reporting

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

Issued By: David L. Gunn President		Supersedes P.I. 6.0.2 issued March 10, 1987	Page 2 of 8
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Subject	Classification	Issued	Number
DRUGS AND CONTROLLED SUBSTANCES	Administrative	July 21, 1988	6.0.3

Testing

- 5.3 Employees of the Authority shall submit to Drug screening testing when ordered to do so in the following circumstances:
- 5.3.1 Back-to-work physical following extended illness, suspension or unauthorized absence, (21 or more days);
 - 5.3.2 Biannual and/or annual periodic physicals;
 - 5.3.3 Physical examinations for promotion;
 - 5.3.4 When directed by members of supervision or management following pattern absence, pattern revenue loss, or any unusual incident that occurs while on duty, such as accident, collision, or derailment;
 - 5.3.5 When a Drug or Controlled Substance has been identified in a prior test, and less than one year has elapsed since the employee's successful completion of the EAP, and, where applicable, the employee has been restored to duty;
 - 5.3.6 When supervision or management has reason to believe that the employee is impaired by virtue of being under the influence of alcohol, Controlled Substances, including marijuana, Drugs or any other substance.

6.0 USE OR POSSESSION OF CONTROLLED SUBSTANCES, DRUGS AND MARIJUANA

Use or possession of Controlled Substances, including marijuana, and/or Drugs is strictly prohibited.

- 6.1 Except as set forth in paragraphs 6.4 - 6.12 inclusive, and in Section 8, paragraph 8.2, use or possession of any Controlled Substance, as that term is defined in Section 4.0, DEFINITIONS, in violation of this P/I is strictly prohibited and will result in dismissal from service. Use or possession of any Drug, as that term is defined in Section 4.0, DEFINITIONS, in violation of this P/I is strictly prohibited and may result in dismissal from service.

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- 6.2 Refusal to take such test(s) as provided for under paragraph 5.3 herein will be deemed an admission of improper use of Controlled Substances or Drugs and will result in dismissal from service. The provisions of Section 9.0 shall not apply to employees dismissed under this paragraph.
- 6.3 Any employee voluntarily reporting his/her use of Drugs or Controlled Substances may be temporarily reassigned, transferred or placed on a leave in accordance with the Authority's restricted duty policy.

Use of Marijuana

- 6.4 Use of marijuana by Authority employees at any time is prohibited.
- 6.5 When the testing is positive for marijuana and the employee has less than one (1) year of service, he/she shall be dismissed. The provisions of Section 9.0 shall not apply to employees dismissed under this paragraph.
- 6.6 When the testing is positive for marijuana for an employee with one (1) or more years of service, the employee will be referred to the Employee Assistance Program (EAP) and will be required to participate in counseling. Failure to participate in counseling shall result in dismissal. The provisions of Section 9.0 shall not apply to employees dismissed under this paragraph. In the event of an incident, the employee shall be disciplined for any misconduct or improper performance relating to the incident only, in accordance with existing rules, regulations and policies of the Authority.
- 6.7 When the testing is positive for marijuana for an employee with one (1) or more years of service, following an incident that resulted in harm or injury to any person, the employee shall be dismissed. The provisions of Section 9.0 shall not apply to employees dismissed under this paragraph.

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- 6.8 Employees who are referred to EAP pursuant to paragraph 6.6 where EAP recommends, may be temporarily reassigned, placed on a leave or transferred in accordance with the restricted duty policy of the Authority.
- 6.9 When an employee is referred to EAP and EAP does not report that the employee has satisfactorily met the requirements of the EAP program the employee shall be dismissed. The provisions of Section 9.0 shall not apply to employees dismissed under this paragraph.
- 6.10 The EAP shall notify the employee's Department Head immediately in all cases where an employee has failed to cooperate or satisfactorily meet the requirements of the EAP program. Such notification shall be in writing.
- 6.11 Employees covered by this P/I are covered by the provisions of the Authority's restricted duty policy. However, where the EAP does not certify that an employee is fit to perform full duty in his/her title, following six months from the initial positive test for marijuana, the employee shall be dismissed. The provisions of Section 9.0 shall not apply to employees dismissed under this paragraph.
- 6.12 If an employee has a second positive test for marijuana, such employee shall be dismissed from the service. The provisions of Section 9.0 shall not apply to employees dismissed under this paragraph.

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

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

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

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- 7.1 The employee shall submit a written request to the Labor Disputes Resolution Section of the Labor Relations Department including the employee's name, pass number, the date on which the samples were given. No such request will be honored if it is not received in that office within three (3) weeks from the date the results of the initial tests are reported to the employee.
- 7.2 Requests for confirmation of test results can only be honored if the employee chooses to give sufficient samples at the time of the original examination.
- 7.3 The employee may choose to send his/her sample to any one of the laboratories that appear on a list which is maintained by the Labor Disputes Resolution Section of the Labor Relations Department.
- 7.4 The selected laboratory shall be responsible for the pick-up and transport of the sample.
- 7.5 The selected laboratory shall fill out a chain of custody form which will be submitted with the test results.
- 7.6 The employee shall be solely responsible for the cost of transport and the cost of all laboratory tests requested. All arrangements for payment shall be made by the employee with the laboratory.
- 7.7 Laboratory test results shall be submitted to the Authority and the employee. Where the initial results rendered by the laboratory utilized by the Transit Authority are not confirmed, the Authority will not proceed with disciplinary action for Drug and/or Controlled Substance use.
- 8.0 EMPLOYEE ASSISTANCE PROGRAM
- 8.1 The Employee Assistance Program shall provide assistance to employees who are referred to it as provided in this P/I and to those permanent employees who voluntarily wish to participate in the EAP program.

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Subject	Classification	Issued	Number
DRUGS AND CONTROLLED SUBSTANCES	Administrative	July 21, 1988	6.0.3

- 8.2 Voluntary participation and cooperation in the EAP program will not be cause for dismissal or discipline and may not be used to avoid disciplinary action that would be otherwise appropriate under the Authority's rules and regulations.
- 8.3 Employees who are voluntarily participating in an EAP program may, where said participation may affect job performance, be temporarily reassigned, transferred or placed on a leave in accordance with the Authority's restricted duty policy.
- 8.4 Employees participating in EAP programs under the provisions of this policy must comply in all respects with the directions and program requirements of EAP or be subject to dismissal from service. The provisions of Section 9.0 shall not apply to employees dismissed under this paragraph.

9.0 RESTORATIONS

An employee who has been dismissed from service under this policy, except where the dismissal occurred while the employee was on probation or where restoration is not available under this policy, will be restored to duty if he or she (1) enrolls in a treatment program and is certified by such program or other medical authority as being free from use of Controlled Substances or Drugs as defined in Section 4.0 of this policy; or (2) submits other medical proof that he or she is not using Controlled Substances or Drugs as defined in Section 4.0 of this policy, satisfactory to the Authority. Employees desiring to obtain counseling or treatment in a program or under medical authority not under the jurisdiction of the Authority must obtain prior approval to use such treatment program or medical authority. Treatment rendered under such approved program or medical authority must be reviewed and approved by the Authority's Medical Department prior to a recommendation of restoration to duty. Such program or medical authority must be licensed by the State of New York or equivalent licensing authority.

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Subject	Classification	Issued	Number
DRUGS AND CONTROLLED SUBSTANCES	Administrative	July 21, 1988	6.0.3

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

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

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

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

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

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POLICY/INSTRUCTION

APPENDIX C

Subject	Classification	Issued	Number
ALCOHOL	Administration	02/04/86	6.9

1.0 POLICY

- 1.1 It is the policy of the Authority to operate and maintain its transportation facilities in a safe and efficient manner and to provide a safe work environment for its passengers and employees. Possession of an alcoholic beverage on Authority property or the consumption of alcoholic beverages on Authority property, while on duty or at any time to the extent rendering an employee unfit to perform the duties of his/her job safely, or in a manner that would constitute a threat to the property or the safety of others is prohibited.

2.0 PURPOSE

- 2.1 The purpose of this Authority P/I is to set forth policies and procedures concerning employee possession of alcoholic beverages on Authority property and consumption of alcoholic beverages on Authority property or at any time to the extent making an employee unfit to perform his/her duties.

3.0 SCOPE

- 3.1 This NYCTA P/I shall apply to all Authority employees excluding members of the Transit Police force.

4.0 DEFINITIONS

- 4.1 Unfit due to indulgence in an alcoholic beverage (a positive finding) - A reading of .5 mgm/cc or greater by a blood alcohol test or a refusal as per 5.2 below.
- 4.2 Authority - For the purpose of this P/I shall mean the New York City Transit Authority, Manhattan and Bronx Surface Transit Operating Authority, Staten Island Rapid Transit Operating Authority and/or the South Brooklyn Railway Company.
- 4.3 Property - For the purpose of this P/I shall mean the property of the New York City Transit Authority, Manhattan and Bronx Surface Transit Operating Authority, Staten Island Rapid Transit Operating Authority and/or the South Brooklyn Railway Company.

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POLICY/INSTRUCTION

Subject	Classification	Issued	Number
ALCOHOL	Administration	02/04/86	6.9

5.0 TESTING FOR USE OF ALCOHOLIC BEVERAGES

5.1 Employees of the Authority shall submit to blood alcohol testing when ordered to do so, and additionally in the following circumstances:

5.1.1 When directed by members of supervision or management following any in-service accident or other incident involving serious injury or death.

5.1.2 When supervision or management has reason to believe that the employee is impaired by virtue of being under the influence of alcohol, (i.e. alcoholic breath, incoherent speech, staggering, etc.), and in conjunction with any disciplinary matter.

5.2 Refusal to take such test shall be deemed an admission of being unfit for duty and subject the employee to immediate suspension from duty and may be deemed grounds for dismissal.

6.0 CONSUMPTION OR POSSESSION OF ALCOHOLIC BEVERAGES

6.1 When the blood alcohol finding is positive and the employee has less than one (1) year of service, he/she will be dismissed from service.

6.2 When the blood alcohol finding is positive for an employee with one (1) or more years of service, in the absence of any in-service incident, or any indication of unsatisfactory conduct or job performance, the employee in the first such instance will be suspended from duty for thirty (30) work days without pay. The department shall refer the employee to the Employee Counseling Service (ECS) and he/she will be required to participate in counseling. If there is an in-service incident or any indication of unsatisfactory conduct or job performance, such an employee will be subject to dismissal.

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- 6.3 Where an employee is suspended and referred to ECS pursuant to paragraph 6.2 of this policy and ECS does not recommend restoration to duty at the end of the suspension period, the employee shall be subject to dismissal, except where ECS reports that the employee's participation is satisfactory and required counseling can be completed within ninety (90) calendar days of referral. In such a case, a leave of absence without pay may be granted for such period of time that ECS determines is required to complete the counseling program. In no case shall such a leave of absence exceed ninety (90) calendar days. Such leave of absence shall be granted pursuant to paragraph 7.5 of this policy. Where ECS recommends restoration to duty at the end of the required counseling period, the employee shall be restored to duty following examination by the Authority's Medical Department. Such recommendation shall be in writing to the employee's Department Head.
- 6.4 Where an employee is found to be positive for alcohol a second time, such employee shall be dismissed.
- 6.5 In any case wherein an employee has been found to be positive for alcohol pursuant to paragraph 6.2 of this Policy/Instruction and is subsequently detected as having used any controlled substance, including marijuana, such employee shall be dismissed.
- 6.6 In any case wherein an employee has been found to be positive for alcohol pursuant to paragraph 6.2 of the Policy/Instruction, and had previously been detected as having used any controlled substance, including marijuana, such employee shall be dismissed.

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POLICY/INSTRUCTION

Subject	Classification	Issued	Number
ALCOHOL	Administration	02/04/86	6.9

6.7 Where an employee is found to be in possession of an alcoholic beverage while on duty, such employee shall be subject to dismissal.

7.0 EMPLOYEE COUNSELING PROGRAM

- 7.1 Where an employee is referred to ECS pursuant to paragraph 6.2 of this policy, and ECS does not report, within ninety (90) calendar days of such referral, that the employee has satisfactorily met the requirements of the ECS program, the employee shall be dismissed.
- 7.2 ECS shall notify the employee's Department Head or his designee immediately in all cases where an employee has failed to cooperate or satisfactorily meet the requirements of the ECS program. Such notification shall be in writing.
- 7.3 The Employee Counseling Service shall provide assistance to employees who are referred to it as herein provided in paragraph 6.2, to those employees qualified to be considered for reinstatement pursuant to Section 8.0, and to those permanent employees who voluntarily wish to participate in ECS programs. ECS shall be responsible for the administration and coordination of treatment programs.
- 7.4 Employees voluntarily entering the ECS program prior either to detection of use or possession of alcoholic beverages or to initiation of an investigation to detect such may be retained by the Authority. They shall not be subject to discipline if such employee remains in compliance with paragraph 7.7 of this policy.
- 7.5 Employees who are voluntarily participating in an ECS program pursuant to 7.4 may, where said participation may affect job performance, be temporarily reassigned or transferred to a budgeted vacancy within such an employee's own department if such a vacancy exists in a title for which the employee is qualified, or may be allowed to take a leave of absence without pay until ECS recommends and Medical Department concurs that the employee may return to duty. However, such leave may be charged to that sick leave, current vacation, OTO or AVA's which the employee has to his or her credit.

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Subject	Classification	Issued	Number
ALCOHOL	Administration	02/04/86	6.9

- 7.6 Leave, temporary reassignment, or transfers as provided for in paragraph 7.5 above shall not exceed a period of six (6) months. Employees placed on such leave, reassigned or transferred who, as reported by ECS, do not satisfactorily meet the requirements of the ECS program within said six month period will be subject to procedures under Sections 72 and 73 of the Civil Service Law or the appropriate provision of a collective bargaining agreement governing the termination of employees on involuntary leave on account of a non-service connected illness or injury.
- 7.7 Employees participating in ECS programs under the provisions of this policy must comply in all respects with the directions and program requirements of ECS or be subject to dismissal from service.

8.0 REINSTATEMENT OR RESTORATIONS

An employee who has been dismissed from service for alcohol possession or use, except where the dismissal occurred when the employee had less than one year of service, may be considered for reinstatement to the Authority, after two month's following dismissal, if he or she enrolls in a treatment program and is certified by such program or other medical authority within six (6) months following such enrollment as being free from misuse of alcoholic beverages. Employees desiring to obtain counseling or treatment in a program or with a medical authority not under the jurisdiction of the Authority must obtain prior approval from ECS to use such treatment program or medical authority. Treatment rendered under such approved program or medical authority must be reviewed and approved by ECS prior to a recommendation of reinstatement.

- 8.1 Such reinstatement shall be at the sole discretion of management, and shall be effected no earlier than two (2) months nor later than one (1) year following dismissal. An employee may be reinstated under the provisions of this section only once. A second dismissal will be final and will not be subject to such reinstatement.

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ALCOHOL	Administration	02/04/86	6.9

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

- 3.2 An employee who is removed from title or is placed on leave as provided for in paragraphs 7.5 shall not be restored to duty unless he or she participates satisfactorily in the ECS program and a recommendation for restoration is made by ECS.

APPROVED:


David L. Gunn, President

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