

10/27/89

MEMORANDUM OF UNDERSTANDING

AGREEMENT made between the NEW YORK CITY TRANSIT AUTHORITY (the "Authority") and the QUEENS SUPERVISORY ASSOCIATION, (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) percent.

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

Effective July 1, 1990, the rates of pay that were in effect on June 30, 1990 shall be increased by six (6) percent of the May 31, 1988 rate.

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

2. The Authority agrees to contribute the following yearly amounts to the existing fund administered by the Authority for the purpose of providing additional health benefits to active employees:

<u>Effective</u>	<u>Annual Amount</u>
6/1/88	\$620.00
6/1/89	\$670.00
6/1/90	\$720.00

3. Reimbursement for Medicare payments for eligible employees will be capped at \$24.80.
4. 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.
5. The parties agree to designate Professor Daniel Collins as the Impartial Arbitrator referred to in Article VI, Section 9 of the Agreement.
6. The Authority's Policies concerning Drugs and Controlled Substances and Alcohol, respectively, attached as Exhibit B, shall be incorporated in and become part of the Agreement.

7. Employees in titles represented by the Union (as listed in Article 2 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.
8. Employees shall be permitted to use sick leave up to their available sick leave balances beyond the 96 day limit in the Agreement.
9. Prime Time Vacation

The language of Article 19 of the 1985-1988 collective bargaining agreement concerning vacation remains unchanged.

A new section "Q" shall be added to Article 19 of the agreement and shall read as follows:

The weekly quota of supervisors in each depot in the Transportation Division allowed on vacation in prime time shall be one more than the number of supervisors that would be on vacation had all vacations been spread evenly. There will be 15 weeks designated as prime time to be determined by the parties to this Agreement.

10. Article 3 of the Schedule of Working Conditions of the 1985-1988 collective bargaining agreement entitled "Meal Allowances" shall be deleted.
11. The Union President shall be allowed one (1) additional day per week of Labor Relations time making a total of two (2) days per week Labor Relations time.
12. A joint Labor/Management committee will be established and will hold quarterly meetings. The committee make up shall include at least one member of Senior Management.
13. The Authority will review it's Maternity leave policy and will consider input from the Union concerning changes to that policy. This issue will be the first issue put on the agenda for the joint Labor/Management Committee.
14. This Agreement is subject to approval by the Board of the Transit Authority, the Union's Executive Council and ratification by the membership of the Union.
15. Upon ratification and approval as provided above, this Agreement shall be effective as of June 1, 1988 and shall continue in effect through July 31, 1991.
16. In the event that this agreement is not ratified by the Union, or the Board of the Transit Authority, this document may not be offered as evidence in any adversarial proceeding.

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 THE
ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL
THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

NYCTA/MaBSTOA

Queens Supervisory Organization

George M. Buckley

Vice President, Labor Relations
New York City Transit Authority

Peter Classi

President, QSA

Michael Collins

President

Transit Supervisors Organization

Dated _____

Brooklyn, New York

TRANSIT SUPERVISORS ORGANIZATION
QUEENS DIVISION

SCHEDULE A

WAGE RATES

Title(Code)	6/01/88 8/01/89 7/01/90		
	\$	\$	\$
Surface Line Dispatcher & Dispatcher, Surface Transportation, Level I (623)	Entrance	33,782	35,471
	7th month	34,395	36,115
	2nd year	37,199	39,059
	3rd year	40,002	42,002
Line Supervisor & Maintenance Supervisor, Level I (592)	Entrance	37,350	39,218
	7th month	37,964	39,862
	2nd year	39,742	41,729
	3rd year	41,538	43,615
			41,332
			42,011
			43,979
			45,966

TRANSIT SUPERVISORS ORGANIZATION
QUEENS DIVISION

SCHEDULE B

RATES FOR COMPUTATION OF NIGHT DIFFERENTIAL

Title(Code)

6/01/88
\$

Surface Line Dispatcher
& Dispatcher, Surface Transportation,
Level I(623)

Entrance
7th month
2nd year
3rd year

27,028
27,518
29,762
32,005

Line Supervisor & Maintenance
Supervisor, Level I(592)

Entrance
7th month
2nd year
3rd year

29,882
30,373
31,796
33,233

QSA
Grievance and Disciplinary Procedure

Article VI. Grievance Procedure

A. Contractual Interpretation Grievance Procedure

A "Contractual Interpretation Grievance" is hereby defined to be a complaint on the part of any employee covered by this contract, or a group of such employees, that there has been, on the part of management, noncompliance with, or a misinterpretation or misapplication of any of the provisions of this Agreement or any written working condition, rule, or resolution of the Transit Authority governing or affecting its employees.

1. Contractual interpretation grievances of employees covered by this collective bargaining agreement shall be processed and settled in the following manner:

Step 1

Any employee, either orally or in writing, personally or through the Union, may present a grievance to his/her immediate superior at any time within five (5) days after the occurrence of the event complained of, and may discuss the grievance with such superior, but only one representative of the Union shall be permitted to be present at this discussion. The superior to whom the employee makes his/her complaint shall communicate his/her decision to the employee and to the Union, if he/she has been represented by the Union, within seven (7) days after receiving the complaint.

Step 2-

At any time within three (3) days after the decision at Step 1 is made, the employee, personally or through his/her Union Representative, may appeal from that decision to the head of the department in which the grievance arose. Such appeal shall be in writing, and shall be heard by the head of the department within five (5) days after the receipt of the appeal. Notice of hearing shall be given to the employee and to the Union, if he/she is represented by the Union, and he/she and/or his/her Union Representative shall be allowed to attend and be heard. The Department Head shall, within seven (7) days after the hearing, deliver his/her written decision to the employee and his/her Union Representative and shall file a copy thereof with the Authority's Deputy Vice-President, Labor Disputes Resolution.

Where three (3) or more employees in one Department have a similar grievance, they, individually or through the Union, may in the first instance, without invoking Step 1, present such group grievance to the Department Head, who shall order an informal hearing and render his/her decision within seven (7) days.

Step 3

The aggrieved employee or his/her Union Representative may, at any time within five (5) days after the filing and mailing of said decision, appeal from the decision of the Department Head to the Deputy Vice President, Labor Disputes Resolution. Such appeal shall be in writing and shall be delivered to the Deputy Vice President, Labor Disputes Resolution accompanied by a copy of the decision of the Department Head and a brief written statement of the reason for the appeal from that decision. The Deputy Vice President or his/her designee shall conduct a hearing on such appeal on notice to the aggrieved employee and/or to his/her Union Representative, giving him/her an opportunity to attend and said employee shall have the right to be heard personally or through his/her Union Representative. The Deputy Vice President, Labor Disputes Resolution shall mail a copy of his/her decision to the aggrieved employee and his/her Union Representative, if any, within ten (10) days after the close of the hearings.

The Deputy Vice President, Labor Disputes Resolution may, at any time, on his/her own motion, review any decision at Steps 1 and 2, and may overrule or modify said decision after first giving the employee or employees who are affected thereby and his/her or their Union Representative an opportunity to be heard. Within ten (10) days after the close of the hearing, the written decision of the Deputy Vice-President, Labor Disputes Resolution whether it be to sustain or to overrule, or modify such decision made at any lower step in the procedure, shall be mailed to the employee and/or his/her Union Representative.

The Authority shall maintain a Department of Labor Relations to promote the efficient and expeditious processing of grievances and uniformity of interpretation and application of contract provisions and working rules, to keep grievances to a minimum and to promote harmonious labor and management relations.

In any case where the decision on a grievance, filed and presented by an employee individually, would affect other employees or would involve a basic interpretation or application of the provisions of this contract or of any working condition, rule or resolution, the Union shall be given notice and its representative shall be permitted to attend and be heard at each step in the grievance procedure.

2. (a) An employee, represented by the Union, who is not satisfied with the decision on his/her grievance or complaint at Step 3 of the grievance procedure may, within ten (10) days after receipt of the Step 3 decision, either individually or through his/her Union Representative, give written notice of intention to arbitrate to the Deputy Vice President, Labor Disputes Resolution. Within twenty (20) days thereafter, or within such time as otherwise agreed to by the parties, the employee or his/her representative shall file with the Arbitrator, and serve upon the Deputy Vice President, Labor Disputes Resolution, a full and complete statement of the nature and grounds of the grievance or complaint and the remedy sought, together with a copy of the Step 3 decision.

(b) The Arbitrator shall fix a date for a hearing on at least three (3) days notice to the Authority and to the employee and his/her Union Representative, and the employee and his/her representative and a representative of the Authority shall attend the hearing. At the request of the Arbitrator, witnesses, records and other documentary evidence as required shall be produced.

The parties shall jointly designate an arbitrator on retainer as soon as possible. If the parties cannot agree on the designation of an arbitrator, or if the office should become vacant, they should utilize the procedures of the American Arbitration Association for the selection of an arbitrator.

(c) The Arbitrator shall mail a copy of his/her opinion and award to the Deputy Vice President, Labor Disputes Resolution and to the employee or his/her representative within ten (10) days after the close of the hearing. His/her determination upon matters within his/her jurisdiction and submitted to him/her under and pursuant to the terms and conditions of this Agreement, shall be final and binding upon the parties.

(d) In rendering his/her opinion and award, the Arbitrator shall be strictly limited to the interpretation and application of any agreement between the parties, any written working condition, rule or resolution of the Authority governing or affecting employees represented by the Union, but shall be without power or authority to add to, delete from, or modify any such agreement, working condition, rule or resolution. The Arbitrator shall not have authority to render any opinion or make any recommendations hereunder:

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

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

(3) with respect to modification of any wage rates applicable to employees represented by the Union;

(4) with respect to any disciplinary action or determination of unfitness of any employee to perform his/her duties taken or proposed to be taken by the Authority

F. The Authority shall also have the right to submit to the Arbitrator for his/her opinion and determination, upon twenty (20) days notice to the Union, any complaint or dispute between the parties arising solely out of the interpretation, application, breach or claim of breach of the provisions of this Agreement.

In computing the time within which any action must be taken under the foregoing grievance procedure, Saturdays, Sundays, and Holidays shall not be counted.

The time limitations provided in this Article shall be strictly adhered to by the employees, by the Union, and by the Authority. A grievance, may be denied at any level because of failure to adhere to the time limitations. In exceptional cases, however, and for good cause shown, the time limitations may be waived and a decision made on the merits. It is agreed, however, that neither the filing of any complaint nor the pendency of any grievance as provided in this Article, shall prevent, delay, obstruct, or interfere with the right of the Authority to take the action complained of, subject of course, to the final disposition of the complaint or grievance as provided for herein.

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

B. Disciplinary Grievance Procedure

A "disciplinary grievance" is hereby defined to be a complaint on the part of any covered employee that there has been a violation of the employee's contractual rights with respect to a disciplinary action of a warning, reprimand, fine, suspension, demotion, and/or dismissal except that a

"disciplinary grievance" shall not include the removal or other discipline of a probationary or provisional employee. This provision shall not be construed to deprive a provisional employee of his/her right to use this procedure prior to suspension or termination from his/her permanent title.

1. It is understood that the right to discharge or discipline employees for cause and to maintain discipline and efficiency of employees is the responsibility of the Authority.

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

3. No warning or reprimand or other disciplinary action, shall be entered on an employee's record or otherwise imposed until the completion of the disciplinary procedure set forth. This provision shall not, however, foreclose pre-disciplinary suspension of an employee for reason of serious misconduct detrimental to the operation of the Authority including but not limited to use of controlled substances, under the influence of an intoxicating liquor on the the job, theft of Authority property, assault upon a supervisor or gross insubordination.

4. In a disciplinary grievance where an employee subject to the disciplinary grievance provisions herein has been suspended pending appeal under this procedure, such employee shall be restored to the payroll pending the finalization of the disciplinary case after the employee has been suspended from service for thirty five (35) Suspension Days.

"Suspension Days" shall be counted from the day on which the Authority receives the employee's notice of appeal to Step I and counting shall continue until the day that the case is first scheduled before the Impartial Arbitrator. However, Suspension Days shall not include any time after an employee is notified of the decision at any of the steps until the Authority receives written notice of the appeal to the next step in the procedure nor any delay of a hearing or postponement brought about by the employee or his/her Union representative. Additionally, regular days off and Authority observed holidays shall be excluded from the calculation of Suspension Days.

In no event shall subsection (4) entitle an employee to pay beyond the first scheduled hearing date before the Arbitrator except that where such hearing date is postponed at the request of the Authority, Suspension Days shall include any delay directly caused by such postponement.

5. 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.

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

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

8. Disciplinary grievances as defined in Paragraph 2 above, shall be processed and settled in the following manner:

Step I

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

Where a pre-disciplinary suspension has been imposed, the employee will be given an opportunity to meet with the Responsibility Center Head or his/her designee, within twenty-four (24) hours after his/her suspension (or the next weekday work day if suspension is on Saturday, Sunday or holiday) at which meeting a representative of the Union may be present, and notice, which may be by telephone, of such meeting shall be given to such employee and his/her Union representative or the union office in the event the employee's Union representative is not available at least twelve (12) hours before such meeting. The location of the meeting will normally be at the field office of the designated member of supervision. The decision of the Responsibility Center Head will be rendered in writing to the employee and his/her Union representative within seven (7) days following said meeting.

Step II

In the event that the matter is not satisfactorily adjusted with the Responsibility Center Head, the employee or his/her Union representative may, within five (5) days of notification of the decision, appeal in writing, by completing a form

provided by the Authority, to the employee's Department Head or his/her designee. The appeal shall be scheduled to be heard within twenty (20) days after receipt of the written request by the Department Head or his/her designee. The employee may be accompanied by his/her Union representative. The decision upon the appeal shall be rendered in writing within ten (10) days after the meeting.

Where a pre-disciplinary suspension has been imposed, the employee or his/her Union representative will be given an opportunity to meet with the employee's Department Head or his/her designee, within nine (9) days of receipt of written appeal to Step II. The decision of the Department Head will be rendered in writing to the employee and his/her Union representative within seven (7) days after the meeting.

Step III

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

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

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

9. Impartial Arbitrator

In the event that the disciplinary grievance is not satisfactorily adjusted with the Authority's Deputy Vice President, Labor Disputes Resolution or his/her designee at Step III, the employee or his/her Union representative may within five (5) days of notification of the decision, appeal in writing to the Impartial Arbitrator.

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

If the parties cannot agree on the designation of an Impartial Arbitrator, or if the office of Impartial Arbitrator should become vacant, they shall utilize the procedure of the American Arbitration Association for the selection of an arbitrator.

The impartial arbitration hearing shall take place as soon as practicable at a time and place to be agreed upon by the parties, or, if they cannot agree, at a time and place fixed by the designated Impartial Arbitrator upon at least fourteen (14) days notice to the parties.

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

Within fifteen (15) days after the closing of the hearing, the decision of the Impartial Arbitrator, whether it be to sustain or to overrule or modify the decision made at a Step III hearing in the procedure, shall be issued. Such decision shall be final and binding. Such decision shall be mailed to the employee and his/her said representative and to the Deputy Vice President, Labor Disputes Resolution.

Where an employee is suspended, the Impartial Arbitrator shall make every effort to make its decision within five days. Where such a decision is reached within five days but the Impartial Arbitrator has not yet reduced it to a written opinion, said decision shall be rendered in writing to all parties as a one line award, and the Impartial Arbitrator may set forth the written opinion afterwards. This, however, does not relieve the Impartial Arbitrator from his/her obligation to render a formal written opinion and award within fifteen days.

The Impartial Arbitrator, in rendering any opinion or determination, shall be strictly limited to the interpretation and application of the provisions of this Agreement, or of any written working condition, rule or resolution of the Authority governing or affecting hourly paid employees, and it shall be without any power or authority to add to, delete from, or modify any of the provisions of this Agreement, or of such working conditions, rules or resolutions. The Impartial Arbitrator shall not have the authority to render any opinion or make any recommendations:

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

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

(c) with respect to modification of any wage rates provided in Article V hereof.

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

All fees and expenses of the Impartial Arbitrator shall be divided equally between the Authority and the Union except that \$25.00 for each grievance appealed to arbitration by an individual employee shall be paid by the individual employee at the time the appeal is filed. It is understood that the failure of an employee to pay the aforementioned \$25.00 within five (5) days after the filing of the appeal, will result in the appeal being deemed abandoned and the implementation of the Step III decision without further notice to the parties.

C. Involuntary Medical Leave Grievance Procedure

This grievance and arbitration procedure shall take effect two weeks after the signing of this Agreement and no part of this procedure shall apply to any grievance, as defined herein, commenced prior to that date.

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

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

3. An "involuntary medical leave grievance" is hereby defined to be a complaint on the part of any covered employee that would otherwise be subject to Sections 72 and/or 73 of the Civil Service Law that he or she has been improperly placed on such involuntary leave. Involuntary medical leave grievances shall be processed and settled in the following manner:

Step I

An employee or his/her Union representative shall be permitted within five (5) days from the time of notification of being placed on an involuntary leave of absence due to a medical condition, to request in writing, by completing a form provided by the Authority, to be heard directly by the Deputy Vice President, Labor Disputes Resolution or his/her designee. The employee may be accompanied at this meeting by his/her union representative. The Deputy Vice President, Labor Disputes Resolution or designee shall within twenty (20) days after such hearing is closed, render his/her decision in writing. Such decision may either be to return the grievant to full duty or to require the grievant to undergo a medical examination by an impartial physician. The designation of the Impartial physician shall be made promptly after the Step I decision is rendered. A joint letter will be sent by the Authority and the Union requesting the medical examination. The fees of the Impartial physician shall be divided equally between the Authority and the Union.

D. Impartial Arbitrator

In the event that an involuntary medical leave grievance is not satisfactorily adjusted with the Authority's Deputy Vice President, Labor Disputes Resolution or his/her designee, the employee or his/her union representative may within five (5) days of notification of the decision, appeal in writing to the Impartial Arbitrator.

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

If the parties cannot agree on the designation of an Impartial Arbitrator, or if the office of Impartial Arbitrator should become vacant, they shall utilize the procedure of the American Arbitration Association for the selection of an arbitrator.

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

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

Within fifteen (15) days after the closing of the hearing, the decision of the Impartial Arbitrator, whether it be to sustain or to overrule or modify the decision of the Deputy Vice President, Labor Disputes Resolution or his/her designee, shall be issued. Such decision shall be final and binding. Such decision shall be mailed to the employee and his/her said representative and to the Deputy Vice President, Labor Disputes Resolution.

The Impartial Arbitrator, in rendering any opinion or determination, shall be strictly limited to the interpretation and application of the provisions of this Agreement, or of any written working condition, rule or resolution of the Authority governing or affecting hourly paid employees, and it shall be without any power or authority to add to, delete from, or modify any of the provisions of this Agreement, or of such working conditions, rules or resolutions. The Impartial Arbitrator shall not have the authority to render any opinion or make any recommendations:

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

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

(3) with respect to modification of any wage rates provided in Article V hereof.

All fees and expenses of the Impartial Arbitrator shall be divided equally between the Authority and the Union except that \$25.00 for each grievance appeal to arbitration by an individual employee shall be paid by the individual employee at the time the appeal is filed. It is understood that the failure of an employee to pay the aforementioned \$25.00 within five (5) days after the filing of the appeal, will result in the appeal being deemed abandoned and the implementation of the Step III decision without further notice to the parties.

D. General Provisions

1. The Authority recognizes the Union as the exclusive representative for the presenting and processing of employee grievances.
2. It is agreed that neither the filing of any complaint, nor the pendency of any grievance, as provided in Articles VI, VII, and VIII shall prevent, delay, obstruct, or interfere with the right of the Authority to take the action complained of, subject, of course, to the final disposition of the complaint or the grievance as provided for herein.
3. By mutual agreement, on a case by case basis, the parties may agree to by-pass any step of this procedure.
4. In computing the time within which any action must be taken under the above procedures, Saturdays, Sundays and holidays shall not be counted.
5. The time limitations provided in this Article shall be strictly adhered to by employees, by the Union and by the Transit Authority. A grievance may be denied at any level because of failure to adhere to the time limitations. In exceptional cases, however, and for good cause shown, the time limitations may be waived and a decision made on the merits. In any case where the Authority does not schedule a matter for hearing or render a decision within the prescribed time limits the grievance may be appealed to the next Step of the procedure.
6. In any case where the decision on a grievance filed and presented by an employee individually, would affect other employees and would involve a basic interpretation or application of the provisions of this contract, or of any written working rules or resolution, the Union shall be given notice, and its representative shall be permitted to attend and be heard at each step in the grievance procedure.
7. Nothing contained in this Article, or elsewhere in this Agreement, shall be construed to deprive any individual employee, or employees, from presenting and processing his/her or their own grievances through the procedures provided in this section.

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

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

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NEW YORK CITY TRANSIT AUTHORITY
POLICY / INSTRUCTION

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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PORTLAND CITY TRANSIT AUTHORITY
POLICY / INSTRUCTION

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

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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NEW YORK CITY TRANSIT AUTHORITY
POLICY / INSTRUCTION

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

- 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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POLICY / INSTRUCTION

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

- 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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NEW YORK CITY TRANSIT AUTHORITY
POLICY / INSTRUCTION

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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NEW YORK CITY TRANSIT AUTHORITY

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

- 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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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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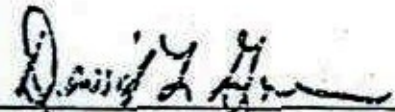
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An employee reinstated under this provision will be required to serve a one (1) year probationary term from the date of the reinstatement, and will be reinstated with a warning, final and absolute, that any derelictions in the year following reinstatement 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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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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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.

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- 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.

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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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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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POLICY / INSTRUCTION

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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NEW YORK CITY TRANSIT AUTHORITY

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 NCTA 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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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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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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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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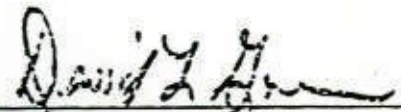
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An employee reinstated under this provision will be required to serve a one (1) year probationary term from the date of the reinstatement, and will be reinstated with a warning, final and absolute, that any derelictions in the year following reinstatement 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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