

**AGREEMENT  
BETWEEN  
NEW YORK CITY TRANSIT AUTHORITY  
And  
ORGANIZATION OF STAFF ANALYSTS**

**Effective  
February 25, 1999**

**INCLUDING :  
MEMORANDUM OF UNDERSTANDING  
TERM OF AGREEMENT  
July 1<sup>st</sup>, 2002 to June 30<sup>th</sup>, 2005**

**“GENERAL WAGE INCREASES”**

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AGREEMENT made as of May 1, 2002 by and between the NEW YORK CITY TRANSIT AUTHORITY (hereinafter referred to as the "Authority") and the ORGANIZATION OF STAFF ANALYSTS (hereinafter referred to as the "Union" or "OSA") for the period from February 25, 1999 to June 30, 2002.

#### Article I. Declaration of Purpose

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

- (a) To assure the riding public efficient, economical, safe and dependable transportation services; and
- (b) To provide employees of the Authority in titles covered by the Union with wages, hours, working conditions and grievance procedures.

#### Article II. Recognition

The Authority recognizes the Union as the exclusive bargaining representative and exclusive representatives for the presenting and processing of employee grievances of all employees of the Authority in the titles of Staff Analyst and Associate Staff Analyst, except those who have been determined to be managerial/confidential as defined in Section 201.7 of the New York Civil Service Law.<sup>1</sup>

#### Article III. Dues Checkoff and Agency Shop Fee.

A. The Union shall have the exclusive right to the checkoff and transmittal of dues on behalf of each employee in accordance with the terms and conditions set forth in the resolutions of the Authority.

B. Any employee appointed after the signing of this agreement who chooses to join the Union shall indicate, in writing, within thirty (30) days of the employee's appointment, on a form approved by the Authority, that such employee chooses to join the Union. On the first pay day following the employees' appointment, an agency shop fee shall be deducted from the salary of employees who do not choose to become members and from the salary of employees whose membership has not yet become effective.

C. An employee, who is a member or who becomes a member in accordance with paragraph (b) and subsequently terminates such membership, shall have deducted from his/her salary an agency shop fee. Such agency shop fee shall be effective on the same date on which the Vice President, Labor Relations gives effect to a revocation of authorization for dues deduction.

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<sup>1</sup> Hereinafter all references to "employee" or "employees" shall apply only to such employee or employees represented by the Union.

D. The agency shop fee for each employee covered by this agreement shall be deducted from his/her regular pay check and shall be in an amount equal to the periodic dues levied by the Union.

E. The Union shall have the exclusive right to the deduction and transmittal of the agency shop fee. The Authority shall transmit, no later than the first working date of the second month following the month in which the agency shop fee has been collected, the total of such agency shop fees collected less deduction of costs and the same rates as are provided for the check-off of membership dues.

F. Changes in the amount of an agency shop fee deduction shall be effective at the same time as the practice with changes in membership dues deductions, but no fewer times than the first payroll subsequent to January 1 or July 1 following the date on which notice of such change is furnished as provided in paragraph (G). Requests for changes in the rate of agency shop fee deductions shall be filed by the Union not less than two (2) months before such effective date. However, subject to the approval of the Vice President, Labor Relations, the Union may request during other periods of the year changes in the amount of agency shop fee deductions to be effected not less than two (2) months after such request is filed.

G. Notices of changes in the amount of agency shop fee deductions must be furnished by the Union to the Vice President, Labor Relations, together with the certified copies of any resolution of the Union authorizing such change in amount of agency shop fee deductions, and certified copies of any instruments of such change necessary or ordinarily required to be filed with any governmental agencies.

H. Agency shop fee deductions will be applied to regular payrolls only.

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

J. The Union shall refund to the employees any agency shop fee deducted and transmitted to the Union for employees who are in titles or positions which are not included in any collective bargaining unit or for employees in titles or positions who do not have the right to bargain collectively.

K. No assessment of any kind or nature will be collected through the agency shop fee deduction.

L. The Authority shall not be liable in the operation of the agency shop fee deductions for any mistake or error in judgment, and the Union shall agree in writing to hold the Authority harmless against any claim whatsoever arising out of the deduction and transmittal of said agency shop fee to the Union.

M. In instances of employees earning insufficient compensation, agency shop fee deductions will be considered last in the arithmetical sequence, therefore, where the residual amount of pay after other deductions is less than the full amount of the agency shop fee deduction, no fractional amount of agency shop fee deductions will be made nor carried over for deduction in any subsequent payroll period.

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

O. In the event that any provision of this Article is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Article.

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

Q. Disputes relating to agency shop fee deductions or to their use shall not be arbitrable under this agreement, nor shall they be subject to any grievances procedure provided herein, except to the extent that the Authority shall have failed or refused to make such deductions and to transmit the same to the Union as herein provided or the Union shall have failed or refused to comply with the provisions thereof.

#### Article IV. Management Rights.

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

#### Article V. Reciprocal Obligations

The Union fully accepts the Authority's basic right to manage the Transit properties and exercise the management prerogatives stated in Article IV, and in the laws governing the Authority, and agrees to cooperate with the Authority in a joint effort to

place and keep the Transit system on a safe, efficient, economical operating basis. The Authority recognizes that in the exercise of its rights and prerogatives to manage the Transit properties, as set forth in Article IV above and in this Article, it will preserve the rights of the employees and/or their representatives through the processes provided for in Article VI hereof.

Article VI. Grievance Procedure and Impartial Arbitration.

A. A "Grievance" is hereby defined as a written complaint on the part of the Union or any employee covered by this Agreement, or a group of such employees, that there has been, on the part of management, non-compliance with, or a misinterpretation or misapplication of any of the provisions of this Agreement (except those expressly exempted) or any written rule or Policy/Instruction of the Transit Authority governing or affecting its employees or a claimed assignment of an employee to duties substantially different from those stated in his/her job specification. A Grievance shall not include any claim relating to disciplinary action taken by the Authority.

B. Grievances of employees covered by this Agreement shall be processed and settled in the following manner:

1. Step 1

The Union and/or employee(s) may present a grievance in writing, within thirty (30) days after the occurrence of the event giving rise to the grievance, to the head of the department in which the grievance arose.

Within ten (10) days after the receipt of the grievance a hearing will be scheduled before the Department Head or his/her designee with notice provided to the Union and the employee(s), if possible.

Within five (5) days after the close of the hearing, a written decision will be rendered to the Union and the employee(s), if possible, and a copy thereof filed with the Authority's Office of Labor Relations.

2. Step 2

In the event that the matter is not satisfactorily resolved by the Department Head or designee, the Union and/or employee (s) may, within five (5) days after the receipt of written notification from the Department Head or designee of his/her decision, file an appeal from the decision of the Department Head to the Senior Director, Labor Contract Disputes or his/her designee. Such appeal shall be in writing and shall be delivered to the Senior Director, Labor Contract Disputes, accompanied by a copy of the decision of the Department Head or designee and a brief written statement of the reason for the appeal of the decision.

Within fifteen (15) days from receipt of the appeal, the Senior Director, Labor Contract Disputes or his/her designee will conduct a hearing with notice provided to the Union and the employee(s), if possible.

Within thirty (30) days after the close of the hearing, The Senior Director, Labor Contract Disputes or his/her designee will render a written decision to the Union and the employee(s), if possible.

3. Impartial Arbitration

a. Only "arbitrable issues" shall be subject to the arbitration procedure set forth herein. An arbitrable issue shall be a grievance as defined in paragraph A. The Authority may also submit to the Impartial Arbitrator, for his/her opinion or determination, any complaint arising solely out of the interpretation, application, breach or claim of breach of the provisions of this Agreement.

b. In the event that the matter is not satisfactorily resolved by the Senior Director, Labor Contract Disputes or designee, the Union may, within ten (10) days, file with the Senior Director, Administrative Hearings and Trials notice of a request for impartial arbitration. The parties will attempt to agree on an Impartial Arbitrator to hear the grievance. If within ten (10) days, the parties are unable to agree on an Impartial Arbitrator, either party may forward the issue to the American Arbitration Association with a demand for arbitration. The decision of the Impartial Arbitrator shall be final and binding and is not subject to further review.

c. The Impartial Arbitrator shall not have the authority to render any opinion or make any recommendations:

1. inconsistent with or contrary to the provisions of applicable Civil Service Laws and regulations;
2. limiting or interfering in any way with the statutory powers, duties and responsibilities of the Authority in operating, controlling, and directing the maintenance and operation of the Transit facilities, or with the Authority's managerial responsibility to run the Transit lines safely, efficiently and economically;
3. with respect to modification of any wage rates; or
4. with respect to any disciplinary action taken by the Authority pursuant to Section 75 of the Civil Service Law or the Authority's own rules, regulations or Policy/Instructions applicable to disciplinary action.

d. The Impartial Arbitrator shall be paid reasonable compensation for his/her services. One-half of such compensation shall be paid by the Authority. The other one-half shall be paid by the Union.



C. General Provisions

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

2. The time limitations provided in this Article shall be strictly adhered to by the Union and the Authority. A grievance may be denied at any level because of failure to adhere to the time limitations. However, upon a showing of good cause by the Union, the time limitations may be waived and a decision made on the merits. Each of the steps in this grievance procedure, as well as time limits prescribed at each step of this grievance procedure, may be waived by mutual agreement of the parties. 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.

3. 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 to the final disposition of the complaint or grievance as provided for herein.

4. An out of title grievance shall be defined as a grievance alleging an assignment of an employee to a majority of duties substantially different from those stated in his/her job specification for a minimum continuous period of forty-five (45) days.

5. 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 grievance through the procedures provided in this Article through Step II. However, only the Union shall have the right to file for arbitration.

Article VII. Provisional Employees.

Provisional employees with more than one year of satisfactory service in a title covered by this Agreement may appeal demotions and dismissals from service pursuant to the procedure set forth below. This provision is not intended in any way to offer provisional employees rights under Section 75 of the Civil Service Law or the arbitration procedures of this collective bargaining agreement.

A. Step I.

Upon notice of demotion or dismissal, the employee may within twenty (20) days submit a written request for an informal meeting with his/her Department Head or designee. The employee may offer documentation and/or written explanation of the charges. The Department Head or designee may at his/her discretion meet with the employee, interview or ask for written statements from other Authority employees,

including those identified by the employee, who have knowledge of the conduct which is the subject of the charges. If the Department Head or designee chooses to hold a meeting, the employee may be accompanied by a Union Representative and will be given an opportunity to respond to the written charges. The Department Head or designee will issue a decision dismissing, sustaining or modifying the charges and/or penalty.

B. Step II.

Upon receipt of written decision from the Department Head or designee sustaining a penalty of dismissal or demotion, the employee may within ten (10) days submit a written request for an informal meeting with the Senior Director, Labor Contract Disputes or designee accompanied by a written statement in response to the Step I decision. Failure to submit such a statement shall be deemed an abandonment of the appeal, and the Step I decision will be final.

The Senior Director, Labor Contract Disputes or designee will review the Step I decision and the employee's written statement in response to the Step I decision and issue a written decision within twenty (20) days of receipt of the employee's written submission.

The Senior Director, Labor Contract Disputes or designee may at his/her discretion choose to meet with the employee, interview or ask for written statements from other employees, including those identified by the employee, who have knowledge of the conduct which is the subject of the charges before reaching a final decision. Such meetings are not required. If a meeting is granted to the employee, the employee may be accompanied by a Union Representative.

The determination of the Senior Director, Labor Contract Disputes or designee shall be final and binding and is not subject to further review.

C. General Provisions

1. It is agreed that the filing of an appeal under this provision shall not prevent, delay, obstruct or interfere with the right of the Authority from taking the action complained of, subject to the final disposition of the appeal as provided herein.
2. In computing the time within which any action must be taken under the foregoing procedure, Saturdays, Sundays and Holidays shall not be counted except where otherwise specified.

Article VIII. Layoffs.

Where layoffs are scheduled, the following procedure shall be used:

1. Notice shall be provided to the Union not less than thirty (30) days before the effective dates of such projected layoffs.

2. Within such thirty (30) day period, designated representatives of the employer will meet and confer with the designated representative of the Union with the object of considering feasible alternatives to all or part of such scheduled layoffs. The grievance and arbitration procedure shall be available under this paragraph only on the issue of whether the employer complied with the requirement of this section to notify the Union and to meet and confer as required.
3. When a layoff occurs, the employer shall provide to the appropriate bargaining representative a list of employees who are on a preferred list with the original date of appointment utilized for the purpose of such layoffs.
4. An employee laid off from the New York City Transit Authority who is returned to service with the New York City Transit Authority in his/her former title or in a comparable title from a preferred list, shall receive the basic salary rate that would have been received by the employee had the employee never been laid off, up to a maximum of two (2) years of general salary increases.

Article IX. Wages.

- A. Effective 6/1/99 the salary ranges for Authority employees in titles covered by this Agreement are as follows:

Title	Minimum	Maximum
Assoc. Staff Analyst	\$50,377.00	\$65,227.00
Staff Analyst I	\$38,380.00	\$45,438.00
Staff Analyst II	\$44,566.00	\$49,634.00

- B. During the term of this Agreement, the Authority will grant to employees in the titles covered by this Agreement the following salary adjustments. These adjustments will also be applied to the above listed salary ranges for the term of this Agreement.

1. Effective 4/1/00 there shall be a 4% general wage increase based on the wage rates in effect on 3/31/00.
2. Effective 11/1/00 there shall be a 1.37% general wage increase based on the wage rates in effect on 3/31/00.
3. Effective 4/1/01 there shall be a 4% general wage increase based on the wage rates in effect on 3/31/01.
4. Effective 1/1/02 there shall be a 1% general wage increase based on the wage rates in effect on 12/31/01.

#### Article X. Hours of Work.

The work week for employees covered by this Agreement shall generally be thirty-five (35) hours per week, consisting of five (5) consecutive seven (7) hour work days separated by two consecutive days off.

#### Article XI. Shift Differential

- A. There shall be a shift differential of ten percent (10%) for all employees covered by this Agreement for all scheduled hours worked between 6 P.M. and 8 A.M. with more than one hour of work between 6 P.M. and 8 A.M.
- B. For all employees newly hired after July 14, 1996, this provision shall apply to scheduled hours of work between 8:00 P.M. and 8:00 A.M.
- C. An employee working overtime shall only receive a shift differential if the employee is receiving straight time cash compensation. In all other cases, the employee shall receive only the compensatory time provided for in the current applicable compensatory/overtime procedures.

#### Article XII. Compensatory Time

The Authority's current Policy/Instruction regarding compensatory time shall continue to apply to employees covered under this Agreement.

#### Article XIII. Annual Leave Allowance

An "Annual Leave Allowance" shall be established which may be used for vacation, personal business and religious holidays.

- A. "Annual Leave Allowance" shall be granted to employees who work a five (5) day week as follows:

Category	Annual Leave Allowance	Monthly Accrual
Employees who have completed fifteen (15) years of service	27 work days (5 weeks and 2 days)	2 ¼ days
Employees who have completed eight (8) years of service	25 work days	2 days plus 1 additional day at the end of the vacation year
All other employees	20 work days (4 weeks)	1 ⅔ days

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

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

- B. There shall be a pro-rating of the above allowances for employees with different work weeks.
- C. For the earning of annual leave credits, the time recorded on the payroll at the full rate of pay and the first six months of absence while receiving Workers' Compensation payments shall be considered as time "served" by the employee.

When calculating "annual leave credits," a full month's credit shall be given to an employee who has been in full pay status for at least fifteen (15) calendar days during that month, provided, however, that:

- 1. where an employee has been absent without pay for an accumulated total of more than thirty (30) calendar days in the vacation year, the employee shall lose the annual leave credits earnable in one month for each thirty (30) days of such accumulated absence even though in full pay status for at least fifteen (15) calendar days in each month during this period; and
- 2. if an employee loses annual leave credits under this rule for several months in the vacation year because the employee has been in full pay status for fewer than fifteen (15) days in each month but accumulates during said months a total of thirty (30) or more calendar days in full pay status, the employee shall be credited with the annual leave credits earnable in one month for each thirty (30) days of such full pay status.

- D. Calculation of annual leave credits for vacation purposes shall be based on a year beginning May 1st, hereafter known as the "vacation year." Annual leave allowance not used in the preceding vacation year may be carried over from said vacation year to the next succeeding vacation year as follows:

- 1. Effective May 1, 1999, a maximum balance of forty-two (42) days will be established. This will include accruals credited as of May 1, 1999 and any time remaining to the employee's credit as of April 30, 1999.
- 2. A Frozen Vacation Bank will be created for any vacation time which exceeded the forty-two (42) day cap as of May 1, 1999. This frozen vacation may be used after current recalculated vacation is exhausted but may not be replenished.
- 3. As of May 1, 2000, any vacation time which exceeded the forty-two (42) day limit will be transferred to the employee's sick leave bank. This time will not be added to the frozen vacation leave bank.

4. In the event an employee has utilized his/her leave balances during the period of time commencing May 1, 1999 in a fashion which would render this recalculation impossible, the employee's leave balances will remain the same.
5. In the event the Authority calls upon an employee to forego his/her vacation, or any part thereof, in any year, that portion thereof shall be carried over as annual leave even though the same exceeds the limits set above. Such leave must be used in the following vacation year unless otherwise approved by the Senior Director, Labor Research and Negotiations.

- E. The minimum unit of charge against annual leave allowance for vacation and personal business shall be one-half day. Smaller units of charge are authorized for time lost due to lateness or religious observance.

Units of one (1) hour may be charged against annual leave allowance provided permission of the Department Head is obtained on the previous workday or earlier. The use of annual leave in this manner will be limited to a total of twenty-one (21) hours during the vacation year.

The Authority is authorized to make such other exceptions as are warranted.

- F. Earned annual leave allowance shall be taken by the employees at the time convenient to the department.

In exceptional and unusual circumstances, upon recommendation of the Department Head and approval of the Senior Director, Labor Research and Negotiations or his/her designee, permission to use annual leave allowance before it is credited, not exceeding two (2) weeks, may be granted.

The Authority shall provide advance vacation pay for employees who request such advance pay six (6) weeks prior to a vacation scheduled to last two (2) weeks or longer. Such advance pay request must be approved by the employee's manager prior to submission.

- G. 1. Newly hired employees may not be permitted to use annual leave allowances for other than religious holidays until they have completed four (4) months of service.
2. An employee who, during the vacation year, is in service part of the time in a position to which these regulations are not applicable and part of the time in a position to which they are applicable, shall accrue annual leave allowance in accordance with the terms of these regulations for each month during the major part of which he/she served in a position to which these regulations are applicable, and shall accrue an annual leave allowance for each month during the major part

of which he/she served in a position to which these regulations are not applicable in accordance with the rules and regulations applicable to such other position.

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

- H. An employee who is away on leave of absence will not be granted any vacation allowance during the continuance of such leave of absence. An employee must be in active service immediately preceding the period for which the employee is granted a vacation. In the event, however, that an employee goes on sick leave and stops work before he/she has had the opportunity to take vacation for the vacation year in which the illness commences, the employee may elect, subject to approval by the head of the employee's department, to take such vacation. When a leave of absence due to illness begins in one vacation year and extends into an employees next succeeding vacation year, an employee may, subject to approval by the head of the employee's department, elect to take the vacation due to him/her in such later vacation year. However, such election under this rule shall apply only to complete vacation due the employee at the time of the employee's request, and no grant shall be made for only a portion of a vacation allowance.
- I. While a permanent employee is away in any year on military duty, the employee will be treated as continuing in the employ of the Authority for the purpose of determining how much vacation the employee is entitled to take in the following vacation year should the employee return to the active service of the Authority during that year. Upon the employee's return to work before the end of that year, the employee shall, to the extent that the time intervening between the employee's return and the end of the year may permit, be entitled to take before the end of the vacation year such vacation as the employee would have been entitled to take in that year had the employee not been away on military leave less such part thereof as the employee may have been allowed at the time of the employee's induction into the armed forces. The employee shall, however, carry over to a subsequent vacation year a vacation which the employee may have missed because of being away on military leave of absence.
- J. Penalties for unexcused lateness may be imposed by the Authority in conformance with established rules of the Authority. At a minimum, however, all unexcused latenesses both in the morning and upon return from lunch shall be charged to the annual leave allowance.

Lateness caused by a verified major failure of public transportation, such as a widespread or total power failure of significant duration or other catastrophe of similar severity, shall be excused. Fifteen (15) minutes or more shall be considered of significant duration.

- K. An employee who is dismissed on charges, or who resigns while on charges in anticipation thereof, shall not have the date of his/her termination from employment postponed to allow him/her any vacation pay, regardless of whether the employee previously had a vacation in that vacation year or not.
- L. Attendance records and vacation schedules in all departments, and time records and reports submitted to the Payroll Department shall in all respects conform with these rules.
- M. The Authority will offer future vacation cash-out opportunities provided to non-managerial, non-represented employees to employees represented by the Organization.

#### Article XIV. Sick Leave Allowance

- A. Employees shall be credited with sick leave allowance of one (1) day per month of service, to be used only for personal illness of the employee. Such leave shall be credited on May 1 of each year.
- B.
  - 1. Sick leave may be granted at the discretion of the Authority and proof of disability must be provided by the employee, satisfactory to the Authority. If a representative of the Authority calls at the place where the absent employee gave notice that he/she could be found during his/her illness or, in the absence of such notice, calls at the home of the absent employee and cannot find the employee, the absent employee will be deemed to be absent without leave. Such employee will not be granted sick leave and will be subject to appropriate disciplinary action.
  - 2. In a case of a protracted disability, a medical certificate shall be presented to the Authority at the end of each month of the continued absence.
  - 3. The burden of establishing that he/she was actually unfit for work on account of illness shall be upon the employee. Every application for sick leave, whether with or without pay, for more than two (2) days must be accompanied by medical proof satisfactory to the Authority and upon a form to be furnished by the Authority, setting forth the nature of the employee's illness and certifying that by reason of such illness the employee was unable to perform his/her duties for the period of the absence. A "No work" status as determined by the Authority's Medical Department shall be considered satisfactory medical proof for the period the employee is given such status. This rule will not in any way relieve the employee from complying with subdivision (4) of this rule, as well as subdivision (c) of Rule 5 - Rules and Regulations Governing Employees Engaged in Operation of the MTA New York City Transit System.
  - 4. To be entitled to sick leave for any day which he/she is absent from work because of illness, an employee, except where it is impossible to do so, must, at least one (1) hour before the commencement of his/her scheduled tour of duty for



that day, cause notice of the illness and of the place where he/she can be found during such illness to be given by telephone, messenger, or otherwise, to his/her appropriate superior and must also give notice to such superior of any subsequent change in the place where he/she can be found. Where it is impossible to give such notice within the time above prescribed, it shall be given as soon as circumstances permit. The failure to cause such notice to be given shall deprive the employee of his/her right to be paid for such scheduled tour of duty, and he/she shall not be entitled to pay for any subsequent tour of duty from which he/she absents himself/herself unless at some time, not less than one (1) hour prior to the commencement of such tour of duty, he/she shall have caused such notice to be given.

The failure to cause notice to be given as herein provided shall not be excused unless the Authority is convinced that special circumstances made it impossible and it is also convinced that notice was given as soon as the special circumstances permitted.

When an employee is out sick and is visited by a doctor of the Authority who finds the employee able to work, there will be no deduction made for that day in the current pay period but the Authority may deny payment after review and deduct pay for such day in a subsequent pay period.

- C. The normal unit for computation of sick leave shall not be less than one-half day except that one day of sick leave a year may be used in units of one (1) hour.

Sick leave credits cannot be earned for the period an employee is on leave of absence without pay. For the earning of sick leave credits, the time recorded on the payroll at the full rate of pay and the first six (6) months of absence while receiving workers' compensation payments shall be considered as time "served" by the employee.

In calculation of sick leave credits, a full month's credit shall be given to an employee who has been in full pay status for at least fifteen (15) calendar days during that month, provided, however, that:

1. where an employee has been absent without pay for an accumulated total of more than thirty (30) calendar days in the vacation year, he/she shall lose the sick leave credits earnable in one (1) month for each thirty (30) days of such accumulated absence even though in full pay status for at least fifteen (15) calendar days in each month during this period, and
2. if an employee loses sick leave credits under this rule for several months in the vacation year because he/she has been in full pay status for fewer than fifteen (15) days in each month, but accumulates during said months a total of thirty (30) or more calendar days in full pay status, he/she shall be credited

with the sick leave credits earnable in one month for each thirty (30) days of such full pay status.

- D. At the discretion of the Department Head and upon approval of the Senior Director, Labor Research and Negotiations or his/her designee, employees who have exhausted all earned sick leave and annual leave balances due to personal illness may be permitted to use unearned sick leave allowance up to the amount earnable in one (1) year of service, chargeable against future earned sick leave.
- E. At the discretion of the Department Head and upon approval of the Senior Director, Labor Research and Negotiations or his/her designee, permanent employees may also be granted sick leave with pay for three (3) months after ten (10) years of service, after all credits, excluding unused current vacation balances, have been used. In special instances, sick leave with pay may be further extended, with the approval of the Authority. The Authority shall be guided in this matter by the nature and extent of illness and the length and character of service.
- F.
1. In order to be granted a paid or unpaid leave of absence on account of illness, an employee must file a written application therefor, on a form provided by the Authority, within three (3) days after his/her return to work, but this form may be filed during the period of his/her absence if such absence is for an extended period. The application for sick leave must include a true statement of the cause of the applicant's absence from work, including the nature of his/her illness or disability, and must be made to the Authority through the applicant's appropriate superior. If the application is for more than two (2) days, it must comply with the provisions of paragraph (B), subdivision (3) hereof.
  2. An employee on annual leave may charge such time to sick leave during a period of verified hospitalization.
  3. No sick leave will be granted for illness due to indulgence in alcoholic beverages or controlled substances (except to the extent permitted by Authority policy).
  4. Sick leave shall not run concurrently with vacation and will not be granted in respect to any holiday or in respect to any day which is the employee's regular day off.
  5. Absence from work while incapacitated by injury received in performance of duty will not be charged against the sick leave allowable under this rule.
  6. No sick leave will be granted to an employee who is unfit for work on account of an accident incurred while working for an employer other than the Authority.

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

Article XV. Terminal Leave

Upon separation, vacation, sick and compensatory/oto (terminal leave) entitlements will be handled in a lump-sum, non-pensionable payment following removal from the payroll. Lump-sum payments will be capped at the amount of the employee's annual salary.

- A. A terminal sick leave lump-sum payment shall be granted to employees who have completed at least ten (10) years of service on the basis of one day of terminal leave for each two (2) days of accumulated sick leave up to a maximum of one hundred and twenty (120) days of terminal sick leave.

In a case where an employee who has completed ten (10) years of service has exhausted all or most of his/her accrued sick leave due to a major illness, the Department Head in his/her discretion, may apply two and one-fifth (2 1/5) work days for each year of paid service as the basis for computing terminal leave in lieu of any other terminal leave.

An employee who is dismissed on charges, or who resigns while on charges which could result in his/her dismissal, shall not be entitled to the terminal sick leave lump-sum payment.

- B. A terminal vacation lump-sum payment shall be allowed an employee:
1. where an employee's services are terminated or suspended through no fault of his/her own including induction into the Armed Forces of the United States, or
  2. where an employee resigns or retires of his/her own volition and not because of, or in anticipation of a disciplinary action.

In calculating the lump-sum payment, employees will be compensated up to a maximum of fifty-four (54) vacation days (inclusive of current, frozen and accrued time). Any time over fifty-four (54) days will be transferred to the employee's sick leave bank. If the employee qualifies for terminal sick leave, he/she will be paid in accordance with subparagraph (A) above. Employees are limited to a usage of thirty-five (35) vacation days in their last year of service prior to separation. If the employee utilizes more than thirty-five (35) vacation days in the last year, the excess days will be deducted from the lump-sum payment.

- C. If an employee covered by these regulations dies while in the employ of the Authority, the employee's beneficiary or estate shall receive payment in cash for the following:

1. All unused accrued annual leave up to a maximum of fifty-four (54) days credit.
2. All unused accrued compensatory time accrued subsequent to March 15, 1968, and retained pursuant to these regulations verifiable by official records of the Authority, up to a maximum of two hundred (200) hours.
3. Half of the employee's unused accrued sick leave to a maximum of one hundred and twenty (120) days.

#### Article XVI. Personal Leave

Employees shall be credited with two (2) personal leave days on May 1 of each year. All personal leave days must be used by April 30 of the following year. Personal leave days which are not used by April 30 of the following year cannot be carried over and will be lost.

Newly hired employees will be credited with personal leave upon the completion of 30 days of service with the Authority.

Personal leave days shall be granted upon approval of the employee's supervisor.

#### Article XVII. Holidays

- A. There shall be 10 paid holidays as follows:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
Presidents Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

When a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following Monday. However, when a Department Head deems it necessary to keep facilities open on both Monday and Friday, employees may be scheduled to observe the holiday on either the Monday or Friday. The Department Head shall give employees one (1) month's notice of the date they are to observe a holiday falling on a Saturday or Sunday.

- B. An employee who is not released from duty by order of his/her superior on one of the stated holidays and who nevertheless absents himself/herself from work shall

forfeit the right to any pay for the said holiday or to any other day off in lieu thereof, except that this shall not be applicable to veterans (as defined in Section 63 of the Public Officers Law) in respect to Memorial Day or Veterans' Day.

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

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

E. Holiday Premium

- 1. If an employee is required to work on any of the holidays listed in paragraph (A) above, the employee shall receive a fifty percent (50%) cash premium for all hours worked on the holiday and shall in addition, receive compensatory time off at the employee's regular rate of pay. Compensatory time off earned pursuant to this Section may be scheduled by the Authority either prior to or after the day on which the holiday falls.
- 2. If the holiday designated pursuant to this Agreement falls on a Saturday or a Sunday the following provisions shall apply:
  - a. The fifty percent (50%) cash premium and compensatory time off at the employee's regular rate of pay shall be paid to all employees who work on the actual holiday only.
  - b. Employees required to work on the Friday or Monday day of observance designated by the Authority shall receive compensatory time only.
  - c. For an employee scheduled to work on both the Saturday or Sunday holiday and the day designated for observance the following shall apply:
    - (i) If the employee is required to work on only one of such day, the employee shall be deemed to have received compensatory time off and shall receive the fifty percent (50%) cash premium only when required to work on the actual holiday.

(ii) If the employee is required to work on both such days, the employee shall receive the fifty percent (50%) cash premium and compensatory time off at the employee's regular rate of pay only for all hours worked on the actual holiday.

3.
  - a. If an employee is required to work on a holiday which falls on the employee's scheduled day off, the employee may choose whether such holiday work is to be compensated by the fifty percent (50%) cash premium and compensatory time off provided for above, or if the employee is otherwise eligible, by the provisions of the current applicable compensatory/overtime procedures.
  - b. An employee shall not receive for the same hours of work both (1) overtime pay and (2) the fifty percent (50%) cash premium and compensatory time off.
  - c. Regardless of whether the holiday falls on a regular working day or on a scheduled day off, if the number of hours worked on such holiday exceeds the employee's normal daily tour of duty, all hours worked in excess of such normal daily tour of duty shall be covered by the provisions of the current applicable compensatory/overtime procedures.
4. Shifts which begin at 11:00 P.M. or later on the day before the holiday shall be deemed to have been worked entirely on the holiday, and shifts which begin at 11 P.M. or later on the holiday shall be deemed not have been worked on the holiday.
5. As an alternative to the methods of compensation provided in subsections E(1), E(2) and E(3), an employee may elect in writing to receive compensation either entirely in cash or entirely in compensatory time for any such holiday worked. Such election shall be subject to the approval of the Department Head whose decision shall be final. In no case shall the compensation under this provision exceed or be less than the value of the compensation provided under subsection E(1), E(2) and E(3)

F. General Provisions.

1. An employee may receive both a shift differential and holiday premium pay for the same hours of work, but in such cases each shall be computed separately according to subsection F(2), below.
2. Shift differentials and holiday premium pay shall in all cases be computed on the individual employee's hourly rate of pay.
3. Part-time per annum, hourly, per diem, per session and seasonal employees shall be covered by the terms of this Article.

Article XVIII. Other Authorized Absences With Pay

- A. Absence of employees for the following reasons shall be excusable without charge to sick leave or annual leave balances, upon submittal of evidence satisfactory to the Department Head.
  - 1. Absence not to exceed four (4) work-days in the case of death in the immediate family. Immediate family shall be defined for this purpose as spouse; natural, foster, step-parents, child, brother or sister; father-in-law or mother-in-law; grandparents, or any relative residing in the household. When a death in an employee's family occurs while the employee is on annual leave, such time as is excusable for death in family shall not be charged to annual leave or sick leave.
  - 2. Leave for jury duty shall be granted to the employee provided that the employee endorses his/her check for jury duty to the Authority. An employee whose jury service fees are in excess of his/her regular base earnings for the period of absence while on jury duty will have such excess reimbursed. Jury service fees shall include travel allowances granted by City and State Courts, but shall exclude travel allowances of other courts.
- B. Absence of employees for the following reasons shall be excusable in the discretion of the Authority without charge to sick leave or annual leave balances, upon submittal of evidence satisfactory to the Department Head.
  - 1. For court attendance under subpoena or court order. Leave to attend court shall be granted when neither the employee nor anyone related to the employee has a personal interest in the case, and when said attendance at court is not related to any other employment of the employee.
  - 2. For attendance of delegates at State or National conventions of veterans' organizations and volunteer firemen's organizations.
  - 3. Absence required because of Health Department ruling with respect to quarantine.
- C. Prior notice to and authorization by the Authority or its designated representatives is required for absence under (1), (2), and (3) of Section B. The employee shall give notice to the Authority as soon as possible in all other cases specified in Section A.
- D. The Authority shall grant any leave of absence with pay as required by law.

#### Article XIX. Miscellaneous Leave Provisions

- A. Daily time records utilizing electronic swipe technology shall be maintained showing the actual hours worked by each employee. Employees shall be required to swipe before and after their one hour lunch period.
- B. Upon reinstatement of an employee to a permanent leave position, unused sick leave and vacation at the time of resignation or layoff shall be restored to his/her credit.

#### Article XX. Leave Of Absence Without Pay

- A.
  - 1. A combined confinement and child care leave of absence without pay shall be granted to an employee (male or female) who becomes the parent of a child up to four (4) years of age, either by birth or by adoption, for a period of up to forty-eight (48) months. The use of this maximum allowance will be limited to one (1) instance only. All other confinement and child care leaves of an employee shall be limited to a twenty-four (24) month maximum.
  - 2. Prior to the commencement of a combined confinement and child care leave an employee shall be continued in pay status for a period of time equal to all of the employee's unused accrued annual leave. A pregnant employee shall have the option to be continued in pay status for a period of time equal to all or part of her unused accrued sick leave. Time in pay status shall not be included in the confinement and child care leave.
  - 3. Employees who initially elect to take less than the forty-eight (48) months maximum period of leave or the twenty-four (24) months may elect to extend such leave by up to two (2) extensions, each extension to be a minimum of six (6) months. However, in no case may the initial leave period plus the one or two extensions total more than forty-eight (48) months or twenty-four (24) months.
  - 4. A pregnant employee shall be permitted to work as long as she secures approval to do so from the Authority's Medical Department.
  - 5. This provision shall not diminish the right of the Authority as set forth in paragraph B below, to grant further leave of absence without pay for child care purposes.
- B. Leaves of absence without pay for reasons not covered above may be granted to permanent employees by the Authority not to exceed one (1) year. Extension of such leave may be granted by the Authority not to exceed an additional period of one (1) year.
- C. The Authority shall grant any leave of absence, without pay, such as military leave, required by law.



Article XXI. Absence Due to Injury Incurred in the Performance of Official Duties

- A. An employee incapacitated from performing any type of available work as a result of an accidental injury sustained in the course of his/her employment will be allowed, for such period or periods during such incapacity as the Authority may in each case determine, a differential payment which shall be sufficient to comprise, together with any Workers' Compensation payable to him/her under the provisions of the Workers' Compensation law, an amount after taxes equal to his/her after tax wages for a thirty-five (35) hour work week.

If the Workers' Compensation payment granted pursuant to law is equal to or greater than the amount the employee was receiving prior to the period of incapacity, after taxes, for a thirty-five (35) hour work week, the employee shall not receive any differential payments. If the absence for which he/she is to be allowed pay as herein provided, occurs two years or more after the date of the original accident, the allowance shall be based upon an amount equal to seventy-five (75) per cent of his/her earnings as set forth herein.

In no case will an employee be granted the allowance above mentioned or be paid more than he/she is entitled to receive under Workers' Compensation Law unless he/she voluntarily, and without any additional allowance therefor, submits from time to time, as he/she may be requested, to physical examinations by an Authority designated physician. Should he/she at any time after the Authority's determination to grant any allowance under the provisions of this Article, refuse to submit to examination by said Authority designated physician or if, upon examination he/she is adjudged by such Authority designated physician to be able to perform either his/her own work or lighter work which is offered to him/her and he/she should fail or refuse to perform the same, such refusal shall automatically effect a revocation of any and all allowances theretofore granted to him/her under this Article, and to the extent that the amount of any such allowance shall have already been paid to him/her it shall be treated as an advance payment of, and shall be deducted from, whatever monies may thereafter become due and payable to such employee.

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

No differential pay shall be granted:

1. Unless the employee sustained an accidental injury while engaged in the performance of his/her assigned duty for the Authority and such accidental injury was the direct cause of the employee's incapacity for work.

2. If the accident was due to violation by the employee of any rule of the Authority or any precautionary procedures directed by the Assistant Vice President, System Safety of the Authority, or other Safety Rules.
  3. If the employee was engaged in horse play or was at all under the influence of alcohol at the time of the accident.
  4. If the employee failed to report to an Authority designated physician for examination or re-examination when told to do so.
  5. If the employee failed to report for light duty or for the performance of his/her regular work when directed to do so.
  6. If the period for which the allowance is requested was a period during which the employee, in the opinion of an Authority designated physician, would not have been incapacitated for work had it not been for some physical or mental condition existing prior to the accident.
  7. If the employee failed to comply with appropriate medical advice.
- B. When the question arises as to the granting of differential pay under this section to an employee who has been absent from work on account of an injury in the course of his employment, the Attorney in Charge of the Compensation Bureau of the Authority or his designee shall certify that the following conditions have been met:
1. That the accident was not due to any violation of the rules of the Authority, or other safety rules.
  2. That the accident was not due to the violation of any direction of the Assistant Vice President of System Safety of the Authority as to the precautions taken by the employee to avoid accidents.
  3. That the employee gave due notice of the accident.
  4. That there is no uncertainty the employee sustained an accidental injury while engaged in the performance of his/her assigned duties for the Authority.
  5. That the employee was not under the influence of alcohol at the time of the accident.
  6. That the employee was not engaged in any horse play when the accident occurred.

7. That the employee was actually performing work for the Authority at the time of the accident.
8. That the employee did report for light duty when directed to do so.
9. That the employee did report for the performance of full duty when directed to do so.
10. That the employee was duly examined by an Authority designated physician when directed after the accident.
11. That the employee did return for re-examination for every occasion when directed by an Authority designated physician.
12. That the employee was completely incapacitated for work during the period for which he/she requested differential pay.
13. That the incapacity of the employee during any part of his/her absence from work was not due to any physical condition of the employee prior to the accident in the absence of which he/she would not be incapacitated for the entire period for which he/she asks differential pay.
14. That the employee did comply with appropriate medical advice.

Article XXII. Medical and Hospitalization.

- A. The Authority will continue to provide medical coverage under New York State Health Insurance Program (NYSHIP) to employees covered by this Agreement. The Authority will also provide health and welfare benefits consistent with those provided to the Non-Represented, Non-Managerial, Career and Salary Employees as soon as practicable after ratification.

Effective 1/1/02, employees covered by this agreement who participate in NYSHIP shall commence biweekly contributions at one-half (1/2) the managerial contribution rate. Employees may elect to opt out of participation in NYSHIP in accordance with Authority guidelines.

1. An employee's qualified and duly registered domestic partner will be eligible for health benefits in accordance with the provisions set forth below.

- a. Domestic Partner shall be defined, consistent with the State of New York's Employee Benefit's Division instructional document No. PS-248 (8/96) as:

- "An unmarried employee's partner of the same or opposite sex with whom he/she resides, has a committed, long-term, exclusive relationship of mutual support, and for whom he/she has assumed long term financial responsibility or mutual financial responsibility. However,

persons who live together for economic reasons, but who have not made a commitment to an exclusive enduring domestic partnership will not be considered domestic partners.”

b. In order for a domestic partner to receive health benefits, the employee must document domestic partner status. An employee may register his/her domestic partner by demonstrating official registration of domestic partner status. An employee must demonstrate to the satisfaction of the Authority that he/she has completed the required application forms, has filed the required affidavits with the appropriate governmental office and/or private insurer from whom coverage is sought, and has satisfied the requirements of such office and/or insurer.

- B. The Authority shall not be liable in damages to an employee covered by this Agreement for any failure of the carriers to provide medical or hospital care in accordance with their rules and regulations or otherwise, and it is understood and agreed by any employee accepting benefits hereunder, that the liability of the Authority is limited to its obligations to make payments of premiums to the respective carriers in accordance with the terms hereof. The Authority retains complete freedom to make such arrangements with the respective carriers as will, in the judgment of the Authority, most effectively carry out its obligation to provide coverage. The hospitalization and medical care thus provided may be terminated by the Authority at any time, except to the extent that the Authority is obligated by this Agreement to provide such coverage.
- C. To the extent that the coverage under NYSHIP or other non-represented, non-managerial, career and salary employee benefits are changed, Management will give notice to the Union.

#### Article XXIII. Flexible Spending Accounts

The Authority agrees to offer employees represented by the Union, as soon as practicable, Medical Spending and/or Dependant Care accounts as defined under Section 125 of the IRS Code.

#### Article XXIV. Annuity Plan

Employees represented by the Union shall have the opportunity to participate in a 401K and/or 457 Tax Deferred Annuity Plan as allowed by law.

#### Article XXV. Tuition Reimbursement

The Authority will offer tuition reimbursement benefits consistent with those benefits provided to non-represented, non-managerial, career and salary employees.

#### Article XXVI. Meal Allowance.

The Authority shall continue to pay meal allowance in the amount of \$6.25 in accordance with the provisions of its existing regulations and practices providing for meal allowances to employees who work overtime.

Time taken for obtaining and eating meals shall not be considered working time or counted in determining the number of hours worked.

Article XXVII. Car Allowance.

Compensation to employees for authorized and required use of their own automobile shall be paid pursuant to the "Annual Business Expenses" publication issued by the IRS, currently at the rate of thirty-four (34) cents per mile. Said mileage allowance is not to include payment for the distance traveled from the employee's home to the first work location in a given day or from the last work location to the employee's home unless the employee is authorized and required to carry special equipment or materials which cannot feasibly be transported by mass transit.

Article XXVIII. TransitChek

Effective as soon as practicable, the Authority will offer TransitChek benefits to employees who express interest.

Article XXIX. Medical Disability or Disqualification

Employees determined by the Authority's Medical Department to have a medical or physical limitation which prevents the employee from performing the full duties of his/her assigned position will be subject to New York City Transit restricted duty procedure.

Article XXX. Drugs/Controlled Substances and Alcohol Policies

The Authority's Policy/Instructions concerning Drugs and Controlled Substances and Alcohol, respectively, are hereby incorporated into and become part of this Agreement.

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

Copies of the Authority's Drugs and Controlled Substances and Alcohol Policy/Instructions are available upon request.

Article XXXI. Evaluations, Personnel Folders, and Interviews.

An employee covered by this Agreement shall be entitled to read any evaluatory statement of his/her work performance or conduct prepared during the term of this agreement if such statement is to be placed in his/her permanent personnel folder whether at the central files of the Authority, at his/her Department, or in another work location. He/she shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement

with its content. The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy.

An employee shall be permitted to view his/her personnel folder once a year and when an adverse personnel action is initiated against the employee by the Authority. The viewing shall be in the presence of a designee of the Authority and held at such time and place as the Authority may prescribe.

#### Article XXXII. Labor-Management Committee.

A joint Labor – Management Committee shall be established to discuss issues including, but not limited to, the following:

- Career development
- Flex time
- Health and safety issues
- Participation in Employee Recognition Programs

The committee shall be composed of two (2) Labor representatives designated by the Union and two (2) Management representatives designated by the Authority. The committee shall meet two times per year at times mutually agreed upon by the parties for the purpose of discussing labor-management matters and to make appropriate recommendations to the Authority. In addition, the committee may also meet at the request of either party on at least one week's notice. The party calling the meeting shall furnish the other party at the time notice is given a written agenda of the matters to be discussed.

#### Article XXXIII. Union Notification Requirements.

A. The Authority agrees to furnish the Union, once a year between March 15 and July 1, a listing of employees by Job Title Code, home address when available, Pass Number and Department Code Number, as of December 31<sup>st</sup> of the preceding year.

B. The duly certified Union Representative shall be notified in advance of any change in job specifications in any title certified to the Union. Such change shall be posted in all affected departments for thirty (30) days after implementation.

#### Article XXXIV. Release Time

Employees who are duly designated by the Union to act on matters related to the interest of represented employees shall be permitted upon prior approval by the Authority's Office of Labor Relations to participate in joint Labor-Management activities without loss of pay or other employee benefits up to a maximum of one (1) day per month. Employees assigned to joint Labor-Management activities who are paid out of Union or private funds shall not be paid by the Authority.

Article XXXV. Miscellaneous Working Conditions

- A. The Authority agrees to provide adequate, clean, safe and sanitary working conditions, in conformance with minimum standards of applicable law.
- B. Where orientation kits are supplied to new employees, the Union will be permitted to include in the kits Union literature, provided such literature is first approved by the Department of Labor Relations of the Authority.

Article XXXVI. Political Checkoff

The provisions of the Article shall not be effective unless the Union adequately demonstrates to the Authority in writing that ten (10) percent of its membership are seeking application of the provisions of this Article.

- A. An employee who is a member of the Union may authorize deductions for political contributions from the employee's wages by completing an authorization form acceptable to the Authority which bears the signature of the member and specifies the amount to be deducted. Such authorization shall be voluntary and may be revoked by the employee at any time in writing. The authorization shall remain in effect until the Authority is notified, in writing, of the request for revocation of the authorization. The revocation shall be effective as soon as practicable after the Authority has received a written request from the employee of such revocation.
- B. The Authority shall be reimbursed by the Union for expenses incurred in administering the political checkoff system at the rate of five cents (5¢) for each deduction. This reimbursement shall be made within 60 days following the transmittal of the deductions. If the Union fails to pay, the Authority shall have the right to deduct this fee from the next transmittal.
- C. The Union shall be responsible for complying with all legal requirements regarding the establishment and operation of a separate segregated fund. The Organization of Staff Analysts affirms that it has established a separate segregated fund, which is registered with the Federal Elections Commission, and that such fund is authorized to solicit contributions and make expenditures in accordance with applicable law.
- D. The Union shall refund to the employee any contribution wrongfully deducted and transmitted to its fund.
- E. No arrears or assessments of any kind or nature will be collected through the political checkoff.
- F. Political checkoff deductions will be applied to regular payrolls only.

G. The Authority and its officials and employees shall not be liable in the operation of the political checkoff for any mistake or error of judgment or any other act of omission or commission and OSA agrees to assume the defense of and hold the Authority harmless against any claim whatsoever arising out of the deduction and transmittal of said political contributions.

H. The Authority shall transmit authorized deductions along with a listing of employees from whom the deductions have been made, the amounts deducted, and such other information agreed upon by the parties no later than thirty (30) days following each month's deductions.

I. In cases of unearned salaries or wages of employees covered by this agreement refunded to appropriation accounts, necessary adjustments in political checkoff accounts will be made by recovery from available unpaid political checkoff fund balances.

J. In instances of employees earning insufficient compensation, political checkoff will be considered last in arithmetical sequence; therefore, where the residual amount of pay after other deductions is less than the full amount of the political checkoff, no fractional amount of political checkoff deductions will be made nor any amount carries over for deduction in any subsequent payroll period.

K. In the event that any provision of this Article is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Article.

L. Disputes relating to political checkoff deductions or to their use shall not be arbitrable under this agreement, nor shall they be subject to any grievance procedure provided herein except to the extent that the Authority shall have failed or refused to make such deductions and to transmit the same to the Union as herein or the Union shall have failed or refused to comply with the provisions hereof.

#### Article XXXVII. Savings Clause

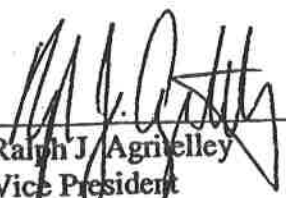
In the event that any provision of this Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

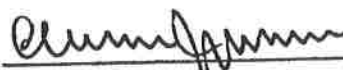
#### Article XXXVIII. Entire Agreement.

- A. This Agreement constitutes the sole and entire existing Agreement between the parties, superseding all prior Agreements, oral and written.
- B. Excepted from paragraph 1 above are those matters set forth in the attached side letters, which are made part of this Agreement, and such others subsequently agreed upon, in writing, by both parties.

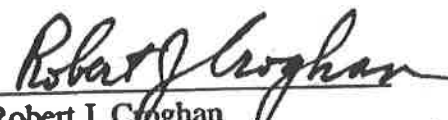



For: New York City Transit

By:  5/10/02  
Ralph J. Agritelley  
Vice President  
Office of Labor Relations

  
Christopher J. Johnson  
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For: Organization of Staff Analysts

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## MEMORANDUM OF UNDERSTANDING

AGREEMENT made between the MTA NEW YORK CITY TRANSIT (the "Authority") and the ORGANIZATION OF STAFF ANALYSTS (the "Union").

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

1. **Term of Agreement**

The term of this Agreement shall be effective from July 1, 2002 and continue through June 30, 2005. This agreement is subject to ratification by the MTA Board and members of the union.

2. **General Wage Increase**

During the term of this MOU, the Authority will grant to covered employees who are in a paid status on the below-listed effective dates, the following salary increases:

Effective July 1, 2003, the annual salary in effect on June 30, 2003 shall be increased by 3.0 percent.

Effective July 1, 2004, the annual salary in effect on June 30, 2004 shall be increased by 2.0 percent.

An additional 1% wage increase will be available to covered employees in a paid status on July 1, 2004, subject to identification of funding through a Joint Labor/Management Committee on Productivity Initiatives. Resources generated can be used to provide an additional salary increase in the third year and /or allow for improvement of Authority benefit modifications for new employees.

3. **Lump Sum**

As soon as practicable following the ratification of this Agreement, employees will be eligible for a \$1,000 pensionable lump sum payment in accordance with the following requirements:

- Employees who are in the bargaining unit as of July 1, 2004, and on the active payroll as of July 1, 2004, shall receive the lump sum payment.
- Employees in a paid status in the bargaining unit for some portion of July 1, 2002 through June 30, 2003, and were in an unpaid status on or after June 1, 2004, excluding those on workers compensation, shall be eligible for the lump sum when they return to work.
- Employees who worked the full period in the bargaining unit from July 1, 2002 through June 30, 2003, and who retired on or after June 30, 2003, shall receive the lump sum payment.

- Employees who voluntarily resigned, were terminated for cause, suspended or failed probation are not eligible for the lump sum payment.
- The lump sum payment shall not be recurring and shall not be rolled into base wages.
- Employees who transferred into OSA and received the lump sum payment while in another bargaining unit are not eligible.

4. **New Employee Hire Rates**

The hiring rate for new employees hired on or after July 1, 2004 will be 15% lower than the incumbent rate. After any two years of fulltime service, employees will earn the incumbent rate.

The Vice President of Labor Relations may, after notification to the Union, exempt certain hard to recruit titles from the "new employee" provisions set forth in this provision. Such determination is final and not subject to the arbitration procedure.

5. **NYC Transit Benefit Modifications**

- a. Employees hired on or after July 1, 2004 will accrue the following new annual leave schedule:

At the Beginning of Year:	Days of Annual Leave Accrual
1	15
2-8	19
9	20
10	21
11	22
12-14	23
15-16	25
17+	27

- b. Night shift differential will be in effect from 10:00 pm to 8:00 am for employees hired on or after July 1, 2004 for the first three years of employment.
- c. Employees hired on or after July 1, 2004, will cash out their sick leave on the basis of one day of terminal leave for each three days of accumulated sick leave upon separation from employment after 10 years of service up to a maximum of 120 days.
- d. Employees hired on or after July 1, 2004 are entitled to only one personal leave day.