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## MEMORANDUM OF UNDERSTANDING

AGREEMENT made between the NEW YORK CITY TRANSIT

AUTHORITY (hereinafter referred to as "the Authority") and the

Amalgamated Transit Union, Local 726 AFL-CIO (hereinafter referred to as the "Union").

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

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#### 1. TERM

This agreement shall continue in effect through

December 15, 2002. This agreement is subject to ratification by

the Metropolitan Transportation Authority ("MTA") Board and by

the membership of the Union.

# 2. JOB SECURITY/NO LAYOFF

During the period between full and final ratification of this agreement and December 15, 2002, the Authority will not layoff or furlough any employee represented by the Union on the same terms and conditions as the original no layoff agreement reached between the parties on December 10, 1997. Cooperative efforts between the parties regarding redeployment, reassignment, etc., of employees, shall continue where necessary.

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# 3. GENERAL WAGE INCREASE

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

- a. Effective December 15, 1999, the rates of pay that were in effect on December 14, 1999 shall be increased by five (5) percent.
- b. Effective December 15, 2000, the rates of pay that were in effect on December 14, 2000, shall be increased by three (3) percent.
- c. Effective December 15, 2001, the rates of pay that were in effect on December 14, 2001 shall be increased by four (4) percent.
- d. Rates of pay below the top rates shall be adjusted in accordance with the appropriate progression schedule.

# 4. LONGEVITY PAYMENTS

ratification, longevity payments, which are being paid biweekly, will be paid in a lump sum on the last payroll period in November. Employees who resign die retire or are promoted to a title that does not receive longevity payments before the payment for longevity is made will be paid a pro-rata share of the longevity payment. All other aspects of the longevity payments will remain the same.

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#### 5. PENSION

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The MTA and the Authority will support state legislation which would reduce all member contributions as follows: those paying contributions of 5.3 percent will pay 2 percent, and those paying 3 percent contribution will pay 2 percent contribution.

## 6. HEALTH BENEFIT TRUST

- A. The Authority will maintain the current level of benefits through December 31, 2000. Following December 31, 2000, the Authority will maintain the Basic Benefits of the Health Benefit Trust ("Trust").
- B. Effective January 1, 2001, the method of funding supplemental benefits by the Trust shall convert back to a defined contribution plan. The reserve in the Trust for supplemental benefits upon such conversion shall be computed as provided for in the 1997-99 contract. The base monthly contribution shall be determined by aggregating the expenses (on a paid claims basis) of active and retired ATU participants for supplemental benefits for the period of December 1, 1999 through November 30, 2000, and dividing the sum by 12. This result shall be multiplied by 1.06 and that product shall be the dollar amount MYCT ATU Memorandum of Understanding

which the Authority shall contribute for the month of January 2001, to the Trust for supplemental benefits. The parties shall meet upon the completion of this calculation to set the per capita contribution rate for active and retired employees for subsequent months, using the contribution ratio in effect on September 1, 1996.

- C. Effective January 1, 2002, the Authority's monthly contributions per active and retired employee for supplemental benefits shall be increased by 6%.
- D. In addition to the foregoing, the Authority will make an additional annual contribution to the Trust for supplemental benefits of \$130,000, payable in equal monthly installments, for the purpose of enhancing benefits.

# 7. FLEXIBLE SPENDING ACCOUNTS

Effective January 1, 2001, the Authority will offer an IRC Sec. 125 account to each eligible employee to allow for pretax contributions for allowable child care and health expenses.

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#### 8. TRANSITCHER

Effective as soon as practicable following full and final ratification, the Authority will offer Transitchek benefits to employees who express interest.

#### 9. 401 (K)

Effective on the earliest practicable date, but in no event, later than January 1, 2001 the Authority will offer employees the option of opening a 40 k(k) account on the same terms and conditions as currently in effect, as it may be amended.

#### REGIONAL BUS COMPANY 10.

The parties agree that the artificial distinctions that currently exist between the bus operations at the Transit Authority and the Operating Authority do not well serve the riding public or the members of the union. In furtherance of that mutual recognition the parties agree to convene a senior level labor/management executive committee. This committee will be charged with developing a plan to consolidate the bus operations at the Transit Authority and the Manhattan and Bronx Surface Transportation Operating Authority into a new subsidiary of the Metropolitan Transportation Authority. The purpose of NYCT ATU Memorandum of Understanding 02/01/00

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such consolidated bus company would be providing efficient, cost effective bus service in the metropolitan region transportation district.

The parties agree that the Committee will convene no later than 30 days following full and final ratification of this agreement. The Committee will identify impediments to the creation and efficient operation of such regional bus authority and recommend solutions to said impediments. If the parties agree that such consolidated bus company is feasible and have resolved outstanding issues then required legislation shall be jointly drafted and supported.

#### 11. RELEASE TIME

The parties agree that the Union will be granted two additional days of paid release time each month. The employees utilizing the release time will be selected by the President of ATU, Division 726. The parties will agree about the scheduling of the release time.

#### 12. SICK LEAVE CASH OUT

Effective upon full and final ratification, the parties agree to amend the Sick Leave Cash Out program to provide that employees who have 70 percent of their sick leave at the time of voluntary separation or retirement from the Transit Authority

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will receive a cash out allowance of 60 percent. All other provisions of the program remain the same.

# 13. ADDITIONAL PROVISIONS

The parties agree to further amend the collective bargaining agreement consistent with the attached Appendices A through H.

14. This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective December 15,1999.

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

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PPENDIX

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This is in reference to the Memorandum of Understanding reached on February 2, 2000; the following mill clarify the intent of the parties concerning the legislation which the parties agree to draft and jointly support, as referenced in Section 5 of the Memorandum of Understanding:

- Tier IV members who are currently covered by the 62/5 plan, and were eligible to elect the 55/26 plan will be eligible for the 55/25 plan. This section is applicable to similarly situated MaBSTOA employees.
- These changes will be effective December 15, 2000.

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Directok-Labor Relations

Metropolitan Transportation

Authority

Lawrence Hanley

President

Amelgamated Transit Union,

Local 726

Date

#### Department of Buses

- I. Retain and expand the job specifications for maintainer titles to allow the assignment of both mechanical and body work where the employee has necessary skills.
- II. Provide upgrade training to Helpers to give them the opportunity to become maintainers
- III. Introduce apprentices in the Department of Buses in accordance with the parties' apprenticeship agreement.

#### Cleaner

A. Cleaners may be assigned to remove graffiti or similar spot painting; clean heads on electronic equipment such as fareboxes; and use all of the necessary tools needed to perform such functions.

#### <u>appendix k</u>

#### Discipline

The parties agree that the following changes shall be made to the disciplinary grievance procedures:

- 1. The parties agree no charge of fraudulent sick lines will be brought against an employee if more than one year has expired since submission of the sick lines.
- 2. It is understood that employees will not be pre-disciplinary suspended for time and attendance related violations except where the charge involves fraud.
- 3. In the event an employee is restored to service after a predisciplinary suspension, and such restoration is with backpay, then the employee will be reimbursed by NYC Transit for COBRA purchased during the period for which the employee was given back-pay.
- 4. The parties agree that a considerable time period (minimum of 5-7 years) between serious violations may, on a case-by-case basis, be considered as a mitigating factor in determining the appropriate penalty depending upon the severity of the instant violation and only where there is no impact on the safety and welfare of the public or NYCT employees.

#### APPENDIX D

## Apprenticeship Program

- 1. The parties agree to introduce an apprenticeship program into various maintainer titles at NYC Transit.
- 2. The purpose of the program will be to train graduates of trade schools, or graduate of other trade programs or helpers or other persons who may meet the selection criteria for the program, to become maintainers. The training will consist of on-the job training and may include some classroom instruction. An apprentice will be rotated through various assignments performing work in all of the major job areas related to the maintainer title.
- 3. The general program will be a three (3) year apprenticeship with a yearly wage progression.
- 4. Any changes in the general program would have to be approved by the Joint Apprenticeship Committee.
- 5. If an apprentice successfully completes the program he/she will be eligible for promotion to the maintained title.
- The parties agree to establish a Joint Apprenticeship Committee. The Committee will consist of representatives of both labor and management. The purpose of this committee will be to develop a set of standards to formulate the program, to develop selection criteria and to ensure that the training program achieves the parties' joint goals as set forth herein.
- 7. The parties agree that the eligibility requirements and specific programs will be established within 90 days of the ratification of this agreement.
- 8. The following salary progression will apply to apprentices:

Entrance Rate \$13.5505 2<sup>nd</sup> Year \$14.5200 3<sup>rd</sup> Year \$15.4550

#### APPENDIX E

# Department of Buses: Maintenance Division

- I. In full settlement of all issues raised by the Union and Management the following has been agreed to subject to the approval of the principals.
  - A. Shoes
    The current shoe allowance for both OA and TA
    Maintenance Titles (including Plant and Equipment,
    Central Road Service and Freet Services) will be
    eliminated. The Department of Buses will provide each
    maintenance employee (including Plant and Equipment,
    Central Road Service and Freet Services) with one pair
    of safety shoes per year. Applicable provisions of
    the 21 July 1999 stipulation regarding wearing the
    safety shoe are incorporated into this agreement.
  - The Department of Buses will provide outdoor clothing for employees whose job functions require that they work outdoors (including Central Road Service, Cleaners that sweep buses outside of depot buildings and A.M. road service employees at depots where the buses are parked and pulled out from outdoor areas). This clothing will consist of "bib" coveralls and jacket. The clothing will have reflective safety markings and may be marked with appropriate New York City Transit logos.
  - C. Tool Allowance
    The current tool allowance for all maintainers
    (including Fleet Service. Central Road Service and
    Plant and Equipment) will be increased from \$150.00 to
    \$250.00 per year.

II. In full settlement of all issues raised by the union and management, the following has been agreed to:

WHEREAS, the parties entered into an agreement in 1994 and 1996 concerning the improvement of task times for certain bus repair functions; and

WHEREAS, the parties are seeking to immediately improve maintenance productivity; to continue to improve productivity over future years; and to reward employees with a bonus where agreed upon Levels of performance are met; and

WHEREAS, it is the parties intent that the work performed meet industry standards for safety, quality, reliability, functionality and appearance, and

WHEREAS, the provisions in the 1994 and 1996 agreements related to the Work Procedure Review Team and reclassification shall continue in effect. It is understood that any reclassification can be appealed directly for review by the Senior Vice President, Dept. of Buses.

The parties agree to the following:

- A. The "flat rate times" will become the agreed upon repair times for all maintenance functions when the program commences. Where applicable, trouble shooting and diagnostics are covered by this agreement. The parties agree to work together to commence the program as soon as possible.
- B. The Union and management agree to the continuation of the Work Procedure Review Team as the accepted process for reviewing and reevaluating the agreed upon standard repair times and procedures under the following circumstances:
  - 1. If a job cannot be performed within the "flat rate time" more than 80% of the time, the job can be referred to the Team; and
  - 2. Management may refer a job for review where it consistently is performed in less than the "flat rate time". Management will waive its right to implement this provision during the term of this collective bargaining agreement; and
  - 3. Jobs or procedures which have no prescribed "flat rate times" will be evaluated by the Team.

#### C. CMF Programs

- 1. The "flat rate times" will immediately be adopted as the repair time for all CMP programs.
- 2. The process used by the Work Procedure Review Team will be utilized to develop repair times for any jobs or procedures that do not have a prescribed "flat rate" repair time.

# D. Core Jobs

- 1. Core jobs will be performed in accordance with the times which have already been established by the Work Procedure Review Team, excluding the 16 core jobs that were established without TWU participation which will be at flat rate times
- E. In January all maintainers shall receive a \$300 bonus.
- F. Central Road Service and Support Fleet maintainers will receive a \$300 bonus in January 2000 with the understanding that the parties will work expeditiously toward reaching a productivity agreement for these groups.
- G. Commencing the first two full quarters of the program, any individual maintainer who meets the above stated standards on 90% of the assigned jobs or procedures, shall receive a \$600 bonus to be paid within 20 work days from the end of the quarter. After the first two full quarters, a maintainer must achieve 95% compliance to receive the bonus. Commencing in the second quarter of the year 2002, the bonus will be increased to \$700.
- H. The computation for compliance with the flat rate times will be a comparison of the flat rate time total for the assigned jobs compared against the total time the maintainer utilized to complete the assigned jobs.
- I. In order to receive the bonus, the employee must actually work eight (8) weeks in the quarter in which the bonus is to be paid. Paid vacation shall count as time actually worked.
- J. Management and the Union will monitor the program on a daily basis. Compliance will be measured and monitored utilizing NYC Transit's work order system.

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- K. All flat rate times assume that the bus is in position, parts are at the bus and any special tools and equipment are available. Contract meals and breaks are not included in work time.
- L. It is in the interest of both parties to maintain a productivity agreement beyond the term of this agreement.

#### APPENDIX F

#### Division of AFC Equipment Maintenance

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

#### A. Change in Rate of Pav for REM Is

Upon ratification and approval of this agreement, the regular rate of pay for employees in the REM I title covered by this agreement shall be the same as that established for REM II.

## B. <u>Safety Shoes</u>

Effective July 1, 2000, the \$50 shoe allowance provided to Revenue Equipment Maintainers shall be eliminated. NYCT will provide REMs with two (2) pairs of System Safety approved work shoes every two (2) years. Employees will be expected to wear issued shoes during work hours.

#### C. Earnings Cap

The parties agree that the earnings cap for employees shall be \$75,000 over a rolling 12-month period. It is understood that this earnings cap will be correspondingly increased by negotiated increases in wages.

#### D. Apprenticeship Program

The Union agrees that the Division will hire up to 10 apprentices per year. At no point will there be more than 30 apprentices in the program. It is understood that employees in the REM title may on occasion be assigned to work with apprentices to familiarize them with certain tasks.

#### E. Productivity Standards

The parties agree to the institution of productivity standards for tasks performed by REMs. Effective upon ratification and approval of the agreement, specific task times will be instituted for the jobs outlined in Attachment A. Employees will be expected to comply with these task times.

# F. Elimination of Night Shift Differential

Night shift differential shall not be paid on overtime work performed between the hours of 6 p.m. on Friday night and 5:59 a.m. Monday morning.

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# Department of Buses: Transportation Division (QA/TA)

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

# A. Reimbursement for Dismissed Traffic Violations

The Department of Buses will reimburse a Bus Operator up to four (4) hours of straight time pay for one court appearance related to any instance wherein the Bus Operator has received a traffic violation related to the operation of the bus and has been fully experiented by a court of competent jurisdiction. The Bus Operator must submit proof satisfactory to the Authority that the charges have been completely dismissed.

# B. Joint Labor Management Committee

A joint labor management committee will be established to accept input and suggestions from ATU Local 726 regarding new bus procurements and bus design (i.e. including such

# Department of Buses: Transportation Division (OA/TA) (cont'd)

items as the Bus Operator workstation). This committee will be advisory only and management retains its right to make final determination concerning any designs on the bus or bus purchases. There will be no increase in the current level of union release time for this committee.

#### C. Accident Reports

The Authority will include training for Bus Operators on completing accident reports. This training will be part of the Bus Operators bi-annual 19A training and probationary operator training.

#### D. Shoes

The Department of Buses will provide, every two years, each operator with two pairs of shoes to be worn with the Bus Operator Uniform. Shoes will be distributed to the operators on their own time.

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Department of Buses: Transportation Division (QA/TA)

(cont'd)

## E. Incentive Program

The parties agree that they will jointly develop a pilot Accident Reduction Incentive Program for Bus Operators.

## F. Summer Uniform

The Department of Buses will add "Bermuda" shorts to the items available to Bus Operators as part of the summer uniform. The Department of Buses will provide guidelines regarding the appropriate socks to be worn with the shorts.

# Appendix H Division of Supply Logistics

In full settlement of all issues raised by the union and management, the following has been agreed to:

1. A rolling twelve (12) month earnings cap (to include overtime and leaves cashed-in) shall be established as follows:

#### RRSWII

\$71,755

2. A biannual pick for Railroad Stock workers Levels I & II will be held at which time employees will select their tours of duty, regular days off (RDO), work location within a responsibility center, and job preference, limited to warehousing, kitting, receiving, utility and absentee relief or a combination of any of the aforementioned, as determined by management, in Main Storeroom/Base Support complexes; limited to utility or absentee relief in Satellite Storerooms and Transportation.

Between general picks vacancies which occur shall be filled by offering a reselection of assignment to employees within that location based on their seniority status as defined as follows: Seniority status for any employee shall be based on the seniority list supplied by the division and approval, in writing, by the Union. Within five (5) days of notification of the opening of the Union must provide management with any change in assignments selected. Management shall fill the open position left as a result of any realignment.

Biannually subsequent to the movement resulting from a pick, and at least one (1) month prior to the commencement of the vacation year in non-pick years, employees in each title shall pick the time of their vacations based on their semiprity status.

- 3. Lincoln's Birthday will be replaced by the day after
  Thanksgiving Day and shall be treated as all other holidays as
  specified in Section 2.5 of the collective bargaining
  agreement. Each employee in a Satellite Storeroom work
  location shall be allowed to exercise his/her preference for
  one holiday off with pay at the time of the annual vacation
  pick in accordance with seniority as defined in Section 3.4
  F.5.
- 4. The Division will provide one pair of approved shoes or boots annually or two pairs of shoes/boots biannually at no cost to employees. Shows or boots will be distributed via a mobile show van, which will be available at work locations on a scheduled basis. Employees will select their shoes from a small selection of styles and types available for their position (safety or work shoes/boots) in conformance with the standards established by the division. Employees will be required to be fitted and receive their shoes/boots on their own time before or after reporting for work. In exceptional circumstances (i.e., special fitting needs) employees will receive a voucher for use at the retail location(s) of the selected vendor(s). The shoe allowance payment due in May 2000 will be eliminated if the provision of shoes is fully implemented by July 2000. If shoes are not provided by July 2000 the shoe allowance payment will be made at that time.
- 5. The parties agree that the language of Section 3.4 shall be revised to reference the "Vice President, Supply Logistics" and "Division of Supply Logistics" in place of the reference to "Chief Distribution Officer" and "Distribution Division".

02/01/00 TUE 14:50 FAX 212 876 7031

February 2, 2000

The proposal to reduce the time period for rescheduling the shifts of Absentee Relief personned without penalty payment.

The proposal that working times for Utility positions may be changed without penalty payments from four hours' notice.

The proposal that employees shall be entitled to take AVA and Personal Leave Days provided sufficient notice is given, and the length of such notice.

The proposal to increase the minimum quota for AVAs and Personal Leave days (a prota above and beyond the numbers of persons taking vacation leave).

The proposal to eliminate or reduce the number of split

The terms of the parties: 1997-99 contract on these subjects shall not be changed absent mutual agreement between the parties.

Ed Spellman

Vice President - Supply Logistics

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President, ATU Local 726

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vice President

office of Labor Relations

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Date

Dave

02/01/00 TUE 17 01 FAX 212 878 7031

EXECUTIVE OFFICE

February 2 . 2000

This letter written in connection with the Memorandum of Understanding reached on February ,2000, is to confirm the parties' agreement to further discuss certain issues related to the disciplinary grievance procedure as follows:

At NYC Transit's request, the parties have agreed to meet immediately after ratification of the agreement to select a new impartial arbitrator.

The parties agree to issue a brief written statement setting forth the parties' understanding of progressive discipline.

The parties agree to work together to significantly reduce the backlog of disciplinary cases.

Raiph J. Agriteller Vice President-NYCIA President

Amalgamated Transit Union

Local 726

2/2/2000

DATE

DATE



May 11, 1999

Mr. Thomas Cassano Vice President Transport Workers Union, Local 100 80 West End Avenue New York, NY 10023

Re: Apprenticeship Pilot

Dear Mr. Cassano:

This letter is to confirm our discussions concerning the salary structure for the apprenticeship pilot program.

The following salary structure will apply during the pilot

Entrance rate	\$13.5525
2 <sup>rd</sup> year	\$14.5200 \$16.4550
	\$16,4550
3 <sup>rd</sup> vear	

Upon successful completion of the program, the apprentice will mature into a "maintainer" title. S/he will be paid the base rate and thereafter follow the progression applicable to the "maintainer" title.

Apprentices will be eligible for overtime work, but only after the work is first offered to full titled maintainers.

The parties agree to establish a labor/management committee to discuss and resolve other issues that may arise during the pilot.

Sincerely,

Reliphili. Adfitelle

Office of Labor Relations

cc: B. Spencer K. Hyland T-51-1384

REPACE CRITE UNIT

# MIA NEW YORK CITY TRANSIT: DEPARTMENT OF BUSES STIPULATION AND AGREEMENT

The New York City Transit Authority (TA), the Manhattan and Brook Surface Transit Operating Authority (OA) (Both begins her reflected to jointly as "his Authority") and the Danston Workers Union, Local 100 (MaBSTOA and TA Divisions), (the Union), having most inquited between the parties, upon the fathering stress which are in the fartherence of संस्कृतिक के अर्थित कार्य कार्यकी क्रिकेट अर्थकारक.

- 1. Prior to Dischurber 31, 1999, the Authorby will provide one pair of eather spaces to each compleyer represented by the Union and employed in the Department of Button in a Maintaintide, who is eligible to receive a \$50 werk also allowers under the collision because . agriculturi expires du Dovember 31, 1999.
- 2. The contractual Work State Allowence of \$50 payable to such employees in July, 1999 will not be effected by this Agreement.
- 3. Pack employee who receives a pair of sales show paramet to his Appendix is required to wear such sales shoot on a require basis manufactly again their receipt. A require basis sales more at least three (3) eight hour more per week. On days that an employee deed not week that and भीक उन्होंनेकार केल करने किलाई कर उन्होंने के उन्हों के उन्होंने के उन्होंने के उन्होंने के उन्होंने के उन्होंने
- 4. If in employee reports to work wearing short the management distinct conscious to the first instance. Such Agreement, stangentum will notify the local Union representative in the first instance. Such Union representative will connect the employee in connection with the regularisation of this Agreement. Any fitting violations may result in disciplinary scales.
- 5. Issues havelving the question whether this Agreement is being embaced findy and remove will be inferred to the Department of Burst Chief Majorament Office for mining.
- 6. This Agreement is not applicable to entployees who dominant that this me required to w published action and appeals above or any other special short prescribed or secondaried by a Divisician.
- 7. The purites agree to bergete in good faith reporting the imbation of a provision in the serie callective integraning agreement between the parties maker which the Authority will supply extent shoes in place of the courses Work Shoe Allowance.

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