

**New York City Transit Authority
Manhattan and Bronx Surface Transit Operating Authority**

Stipulation and Agreement

Stipulation and agreement entered into this 16th day of January 2013, by and between the New York City Transit Authority and the Manhattan and Bronx Surface Transit Operating Authority (hereinafter "the Authority") and Transport Workers Union, Local 106 (TSO).

Whereas, the parties have met and agreed upon an equitable manner for the assigning of Pick Dispatchers and Alternates; and,

Whereas, this agreement is in the furtherance of sound labor relations.

It is hereby stipulated and agreed as follows:

- 1. Pick Dispatcher and Alternate positions will be limited to dispatchers picking Crew and/or General Positions.**
- 2. The Pick Dispatcher and Alternate positions will be posted on the pick.**
- 3. Dispatchers who pick either position must have a minimum of one (1) year experience as a Crew and/or General Dispatcher within the last three (3) years and must have a core knowledge of UTS. The Pick Dispatcher and Alternate positions shall be picked by seniority at the annual General Pick. Dispatchers picking such positions shall remain in those positions, unless disqualified for cause, until the next General Pick.**
- 4. Management reserves the right to disqualify any Pick Dispatcher and/or Alternate for cause. If a Pick Dispatcher is disqualified from that position, the Alternate Pick Dispatcher will fill the Pick Dispatcher Position. Any dispatcher disqualified from working the pick will not be allowed to pick the position in future picks.**
- 5. The Pick Dispatcher and Alternate Positions in each location will be given sufficient training to develop them into qualified Pick Dispatchers. With appropriate direction from management, the Pick dispatcher will be expected to set up and run a bus operator pick.**
- 6. Management shall have the sole discretion in determining the Pick Central Dispatchers from the pool of location Pick Dispatchers and Alternates. Management will use its best efforts to choose the most senior qualified dispatchers from the pool of location Pick Dispatchers and Alternates.**
- 7. No more than one dispatcher from the location may work at Pick Central.**

8. Pick Dispatchers are required to work all picks (Location and General). Any Pick Dispatcher who cannot, except for good and sufficient reason, work any pick, may be disqualified as Pick Dispatcher. If a Pick Dispatcher is disqualified from that position, the Alternate Dispatcher will fill the Pick Dispatcher Position.

9. Pick Dispatchers and Alternates cannot schedule vacations during the Bus Operator General Pick.

10. The procedures contained herein shall remain in effect unless either party notifies the other, with at least thirty (30) days notice in writing, of its intention to terminate these procedures.

11. The entering into this stipulation shall not be construed as an admission by the Authority that it has violated any provision of the collective bargaining agreement between the Authority and the TSO, nor shall it constitute a precedent for the determination of any other disputes between the Authority and the TSO. In this regard, it is expressly understood that the arrangement herein is predicated exclusively upon the special circumstances of this matter and shall not be construed to represent the policy or procedure of the Authority. Furthermore, this Stipulation shall not be offered in evidence for any purpose or for any administrative, judicial or other proceeding except for the purpose of enforcing the obligation contained herein.

For: NYCTA/MaBSTOA
Department of Buses

By: *E. Melendez*

Dated: 1/16/13.

For: TWU Local 106 (TSO)

By: *[Signature]*
President

Dated: 1/16/2013