

On December 4, 2014, I rendered an Opinion and Award in the above referenced matter. Subsequently, the parties sought clarification of my findings. In addition, issues not addressed therein were also submitted to me for adjudication. Consequently, and by consent of all parties, a second Interest Arbitration proceeding was held before me on December 17, 2014. At its conclusion, I closed the record. This Opinion and Award follows.

The parties' positions need not be restated. Simply put, the SSSA believes that its members deserve the disputed work while the TSO makes the same claim for its members. The Authority, for its part, seeks to ensure that service to the public at MCH is not compromised by any determination I make.

Having considered the arguments of the SSSA and the TSO and the needs of the Authority, I make the following:

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AWARD

- 1a. The additional duties of Pick Dispatcher and Alternate 19A Dispatcher at MCH shall be selected by a TSO member.
- 1b. The additional duties of Alternate Pick Dispatcher at MCH shall be selected by an SSSA member.
- 1c. At such time as there are fewer than one-third of SSSA members when compared to TSO members at MCH the additional duties set forth in 1(b) above shall be performed by a TSO member.
- 2a. The weekly five extra transportation pieces of work from 4:00 a.m. to 6:00 a.m., currently designed on the MCH pick as MCH X01, shall be selected by an SSSA member.
- 2b. The weekly five extra transportation pieces of work from 6:00 a.m. to 8:40 a.m., currently designated on the MCA pick as MCH X02, shall be selected by a TSO member.
- 2c. The allocation of extra transportation pieces referenced in 2(a) and 2(b) above is based on the number of SSSA and TSO depot positions on the January 2015 pick. In subsequent picks, the allocation of extra transportation pieces will be

adjusted to reflect the then existing proportion of SSSA and TSO depot supervisors at MCH Depot. Thus, for example, if 70 per cent of depot supervisors at MCH are TSO members and 30 per cent are SSSA members, seven of the ten pieces of work referred to in 2(a) and 2(b) shall be given to TSO members.

- 3a. The Depot Revenue Supervisor position which currently services Casey Stengel Depot and 126th Street Depot shall be filled at MCH by an SSSA member effective January 2015. That individual shall be entitled to retain this job as long as he/she continues to pick it and the Authority elects to post the position. At such time as that individual no longer picks this job, the MCH portion of the job shall be awarded to a TSO member, only if the Authority elects to place this position on the pick.
- 3b. The full time (p.m.) Depot Revenue Supervisor position at 126th Street shall be filled at MCH by a TSO member.
4. An SSSA designee and a TSO designee shall meet to discuss rules concerning selection of vacation, vacation days, AVA days and PLD days for Depot

Dispatchers and Maintenance Supervisors. If they are unable to agree upon a blended seniority procedure regarding these selections, then TSO rules shall apply to Depot Dispatcher positions and SSSA rules shall apply to Maintenance Supervisors.

5. Shuttle work in Manhattan previously performed by TSO members will continue to be performed by TSO members.
6. I shall retain jurisdiction if issues arise with respect to the implementation of this Supplemental Award.

DATED: January 29, 2015

Howard C Edelman
 HOWARD C. EDELMAN, ESQ.
 ARBITRATOR

STATE OF NEW YORK)
) s.
 COUNTY OF NASSAU)

I, Howard C. Edelman, Esq., do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument, which is my Award.

DATED: January 29, 2015

Howard C Edelman
 HOWARD, C. EDELMAN, ESQ.,
 ARBITRATOR