

MEMORANDUM OF UNDERSTANDING

AGREEMENT made between the Manhattan and Bronx Surface Transit Operating Authority (hereinafter referred to as "the Authority") and the Transit Supervisors Organization, Operating Unit and Coin Retriever Unit, TWU Local 106, 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:

1. **TERM**

This agreement shall be effective from May 1, 1998 and continue in effect through November 15, 2003. This agreement is subject to approval by the Metropolitan Transportation Authority ("MTA") Board and ratification by the membership of the Union.

2. **JOB SECURITY/NO LAYOFF**

During the period between full ratification and approval of this agreement and November 15, 2003, the Authority will *not* layoff or furlough any employee represented by the Union, consistent with the original no layoff agreement reached between New York City and DC 37. Prior to any demotions due to unforeseen fiscal problems, cooperative efforts between the parties regarding redeployment, reassignment, etc. of employees, shall continue where necessary.

3. **GENERAL WAGE INCREASES**

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

- a. Effective May 1, 1999, the rates of pay in effect on April 30, 1999 shall be increased by 3.75 percent.

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- b. Effective November 1, 2000, the rates of pay that were in effect on October 31, 2000 shall be increased by five (5) percent.
- c. Effective November 1, 2001, the rates of pay that were in effect on October 31, 2001, shall be increased by three (3) percent.
- d. Effective November 1, 2002, the rates of pay that were in effect on October 31, 2002 shall be increased by four (4) percent.
- e. There shall be a one time increase of 3.75 percent in the night shift differential effective May 1, 1999.
- f. Rates of pay below the top rates shall be adjusted in accordance with the appropriate progression schedules.

4. **LUMP SUM PAYMENT**

Effective upon full ratification and approval of this agreement, the Authority shall pay a one-time lump sum payment, pensionable, of 2 percent (2%) calculated by multiplying 2 percent (2%) times the employee's hourly rate as of November 1, 1997 times two thousand and eighty eight (2088). The payment is to be made to all employees on the payroll on November 1, 1996 and November 1, 1997. Employees in an hourly title on November 1, 1996 who were subsequently promoted and were in a supervisory title on November 1, 1997 are eligible for the lump sum as set forth herein. For employees hired before November 1, 1996 who have retired or have been injured on duty prior to November 1, 1997, so that they are not on the payroll on that date, the lump sum shall be prorated

5. **LONGEVITY PAYMENTS**

- A. Effective August 1, 1997, the Authority will make longevity payments according to the following schedule:

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- a) An employee with thirty (30) or more years of continuous service shall receive an annual payment of five hundred dollars (\$500.00).
 - b) An employee with twenty five (25) but less than thirty (30) years of continuous service shall receive an annual payment of four hundred dollars (\$400.00).
 - c) An employee with twenty (20) but less than twenty-five (25) years of continuous service shall receive an annual payment of three hundred dollars (\$300.00).
 - d) An employee with fifteen (15) but less than twenty (20) years of continuous service shall receive an annual payment of two hundred dollars (\$200.00).

Entitlement for the longevity shall be based upon the anniversary date of the individual who meets the stated criteria. Such payments are pensionable.

- B. Upon full ratification and approval of the agreement, longevity payments due to employees for the retroactive period from August 1, 1997 through December 31, 1999 shall be paid in one lump sum. Thereafter, payments will be made in a lump sum on the last payroll period in December. 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 based on the number of days the employee was in paid status during the eligible year.

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6. **25/55 EARLY RETIREMENT PLAN EMPLOYEE HEALTH CONTRIBUTION**

Effective upon full ratification and approval of the agreement, the additional one (1) percent employee contribution made by participating members, pursuant to the parties' collective bargaining agreement, will be eliminated and refunded retroactive to January 1, 1997. All 25/55 medical contributions made by participating members prior to January 1, 1997 shall revert to the Authority.

7. **PENSION**

The MTA and the Authority has supported state legislation which has been signed into law 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.

8. **DISCIPLINE PROCEDURE**

In a disciplinary grievance where an employee subject to the disciplinary grievance provisions herein has been suspended pending appeal under this procedure, such employee shall be restored to the payroll pending the finalization of the disciplinary case after the employee has been suspended from service for thirty (30) days.

The thirty (30) days shall be counted from the day on which NYC Transit receives the employee's notice of appeal to Step 1 and counting shall continue until the day that the case is first scheduled for arbitration. However, the thirty (30) days shall not include any time after an employee is notified of the decision at any of the steps until NYC Transit receives written notice of the appeal to the next step in the procedure nor any delay of a hearing or postponement brought about by the employee or his/her Union representative.

In no event shall this subsection entitle an employee to pay beyond the first scheduled

hearing date before the Impartial Arbitrator except where such hearing date is postponed at the request of NYC Transit.

If the arbitrator is not available within the thirty (30) day period set forth herein, NYC Transit shall also not accrue any back-pay liability after the thirty-day period up to the next scheduled arbitration date. Thereafter, the rules set forth herein shall apply.

9. **EARNINGS CAP**

The parties agree that the earnings cap for supervisors covered by the agreement shall be \$85,000 over a rolling 12-month period including all monies paid to the employee with the exception of retroactive monies paid pursuant to this agreement. It is understood that such an earnings cap will be correspondingly increased by negotiated increases in wages including the 3.75% increase as set forth above. This provision replaces the procedure detailed in Exhibit A, Article 2 (2) of the existing integrated agreement. NYC Transit will continue to publish lists indicating which employees have exceeded the earnings cap.

10. **COMMERCIAL DRIVER'S LICENSES**

Commencing upon full ratification and approval of this agreement, the Authority will reimburse employees required to have Commercial Drivers Licenses.

11. **COMMINGLING** - See attached side letter

12. **TRANSITCHEK**

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

13. **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 401(k) account on the same terms and conditions as currently in effect, as it may be amended.

14. **REGIONAL BUS COMPANY**

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 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 ratification and approval 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.

15. **SICK LEAVE CASH-OUT**

Effective August 1, 2000, the parties agree to establish a sick leave cash out program as follows:

Employees with ten (10) or more years of service, and a minimum of half of their potential sick leave bank will be eligible, upon retirement and separation, to receive a non-

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pensionable lump sum cash payment of 50% of their remaining sick leave bank. Employees who have 70 percent of their sick leave at the time of voluntary separation or retirement from the Operating Authority will receive a cash out allowance of 60 percent. This payment will be based on (8) hours straight time pay at the rate in effect at the time of separation.

16. **SICK LEAVE CONTROL PROGRAM**

Effective August 1, 2000, the following sick leave control provisions shall apply:

- 1) An employee having five (5) unsubstantiated instances of sick leave absences in any running one year period will be counseled by his/her supervisor, at which time he/she will be advised and instructed to improve his/her sick leave record. The employee shall be paid for the time he/she is counseled and may have a union representative present if he/she requests one.
- 2) Upon the sixth (6) unsubstantiated instance of sick leave absence in any running one year period, he/she will be placed on the Sick Leave Control List and be so notified with a copy to his/her union representative. The employee shall be required to acknowledge in writing receipt of the notification that he/she is on the Sick Leave Control List.
- 3) An employee having a recent pattern of one or two day absences, with less than one half (1/2) of his possible sick leave balance in the bank, will be counseled by his/her supervisor. The employee will be advised and instructed to improve his/her sick leave record. Should such patterned absences continue the employee will be placed on the Sick Leave Control List.
- 4) An employee who is placed on the Sick Leave Control List must provide medical documentation for all sick leave absences including unpaid absences,

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regardless of duration. Failure to do so will be cause for loss of pay, if the employee would be normally entitled to same, and may be cause for disciplinary action. Employees hired on or after the date of full ratification and approval of the agreement who at any time are on the Sick Leave Control List will not be granted sick leave with pay for the first (1st) day of any sick leave instances while on such list.

- 5) Each Department must furnish daily to Absentee Control a list of all employees who are on the Sick Leave Control List and have reported sick.
- 6) The record of each employee on the Sick Leave Control List will be reviewed every six (6) months starting with the date the employee is placed on the Sick Leave Control List. If on the six (6) month review, the employee has two (2) or less sick leave instances during the previous six (6) months and four (4) or less sick leave instances during the previous twelve (12) months, his/her name will be removed.
- 7) In the event the employee was absent more than two (2) times during the six (6) month period or more than four (4) times during the twelve (12) month period, he/she will remain on the Sick Leave Control List and may be subject to appropriate disciplinary action.
- 8) A notice will be sent to all employees who have been removed from the Sick Leave Control List, with a copy to his/her Union Representative.

Although the parties disagree on the definition of chronic absenteeism both Management and the Union agree that the consistent availability of supervisors at

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work is essential to a safe and efficient operation. Employees who are not consistently available may be disciplined for chronic absenteeism.

17. **ORDERED MILITARY DUTY**

Leaves of absence with or without pay, according to requirements of the law, will be granted to employees for the performance of ordered military or naval duty in accordance with the provisions of state statutes applicable thereto.

18. **STATE OR NATIONAL CONVENTIONS OF VETERANS' ORGANIZATION**

- (1) Leave of absence with pay in accordance with the rules and regulations set forth herein will be granted to an employee who is a member of any of the following named veterans' organizations and who has been designated as an official delegate to attend a state or national convention or encampment of such organization customarily held in the summer and fall of each year, commonly referred to as an annual convention.

The Army and Navy Union of the United States of America, United Spanish War Veterans, Veterans of Foreign Wars of the United States, American Legion, Disabled American Veterans of the World War, Army and Navy Legion of Valor of the United States, Jewish War Veterans of the United States, Military order of the Purple Heart, Catholic War Veterans, Italian War Veterans, Legion of Guardsmen, American Veterans of World War II (AM-VETS). Reserve officers Association of the United States, Military Chaplains Association of the United States, Association of the United States Army, and other organizations composed of veterans of wars in which the United States has participated.

- (2) Leave of absence with pay will be granted for the period of attendance at such state or national convention or encampment, including normal traveling time by rail to and from same provided the employee obtains and, upon his/her return, files with the Authority, through his/her department head, a certificate by the Secretary or other authorized official of the organization certifying that such employee was duly designated as an official delegate to said convention or encampment and as such delegate, was in attendance thereat for the specific period of time allowed, and further provided that such leave of absence may be granted without impairing the essential services of the transit system.
- (3) Leave of absence will not be granted where the employee desires to attend such convention in a capacity other than that of official delegate thereto.
- (4) An employee who is a member of more than one of said organizations shall be entitled to leave of absence as aforesaid to attend the state or national convention or encampment of only one such organization, to be designated to him/her.
- (5) Employees engaged in the operation of the New York City Transit System desiring such leave of absence must make application therefor on the proper form at least two (2) weeks in advance of the time when such leave is to take effect.
- (6) The appropriate Vice-President is authorized to approve applications for leave of absence with pay submitted in compliance with the above rules.

19. **ADDITIONAL PROVISIONS**

The parties agree to further amend the collective bargaining agreement consistent

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with the attached Appendices.

17. This agreement may not be entered into evidence during any interest arbitration procedures to establish a contract to be effective May 1, 1998.

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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IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of 19th day of July, 2000.
New York, New York

NEW YORK CITY TRANSIT AUTHORITY



Robert Romaine
Transit Supervisors Organization
Transport Workers Union, Local 106



LAWRENCE J. REUTER
President,
New York City Transit Authority

7/19/2000

Date

7/19/2000

Date

David Rosen, Esq.
Attorney for TWU, Local 106



Ralph J. Agostello
Vice President, Office of Labor Relations
New York City Transit Authority

7/19/2000

Date:

Date

APPENDIX A

Whereas, NYC Transit has entered into agreements with the unions representing the hourly workforce concerning productivity/work quality standards in the maintenance, repair and inspection of buses.

Whereas, NYC Transit and the Transit Supervisors Organization agree that Maintenance Supervisors have an important role in overseeing and implementing these productivity/quality standards; and

The parties agree to the following:

1. The Maintenance Supervisor shall assign each maintainer under their supervision to primary maintenance functions for 95% of the productive work time on each shift. Productive work-time includes all work hours absent contractual breaks and the scheduled lunch period. Primary maintenance functions include the following: removing disassembling, cleaning, inspecting, machining, installing and adjusting vehicle parts, components or systems, fabrication, painting and structural work.
2. Such assignments will be based upon the quality/productivity standards agreed upon by the unions representing the hourly workforce, i.e. the flat rate manual times or the times established by the Work Procedure Review Teams for certain core jobs.
3. Time lost due to the lack of parts, unavailable tools or equipment or the unavailability of buses shall not exceed 5% of productive time on any shift.
4. Maintenance Supervisors shall help to monitor the work performance of the hourly workforce and will be responsible for helping to identify, counsel and train

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maintainers who fail to meet normal productivity/quality standards as agreed upon by the hourly unions with NYC Transit.

5. Daily work assignments will be made to reflect the following two principles:
 - a) To fairly distribute work assignments among all employees to develop the overall skill level of all maintainers; and
 - b) To achieve maximum productivity with a quality work product recognizing that some employees have different skill levels.
6. Maintenance Supervisors who meet the standards outlined in the above provisions at least 90% of the time in each quarter shall receive a \$600 bonus to be paid within 20 work days from the end of the quarter.

After the first two (2) full quarters, a supervisor must achieve 95% compliance to receive the bonus. Commencing in the second quarter of the year 2002, the bonus will be increased to \$700.
7. In order to receive the bonus, the supervisor 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.
8. 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.
9. The above-mentioned bonus program will commence when the hourly program commences. In addition, the maintenance supervisors will receive a one time \$300 payment to be paid within 60 days of the full ratification of this agreement.

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10. The intent of this program is to reward superior performance. However, no punitive or disciplinary action resulting from individual non-achievement of this incentive will be taken based upon this agreement.
 11. The agreement shall be reviewed every six months by management and the Union to address problems. Any changes, amendments or modifications to this agreement must be agreed to by both parties.

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Appendix B

Stipulation and Agreement

Whereas, NYC Transit (hereafter referred to as "the Authority" and the Transit Supervisors Organization, Transport Workers Union, Local 106 (hereafter referred to as "TSO" or the "Union") have reviewed the health benefit package provided to employees and retirees; and

Whereas, the parties have decided to purchase a new and improved benefit package primarily through a larger group plan and to extend the new benefit plan to active employees and future retirees; and

Whereas, the parties recognize that providing an overall improved benefit package to active employees and future retirees is costly and will require some cost sharing.

Therefore, the parties have agreed to the following:

1. The parties agree that as soon as practicable, but not later than January 1, 2001, active employees and future retirees (i.e. those who retire after the date of the implementation of the new plan) shall receive as their health benefit package the NYSHIP plan. The plan offers participants several different choices of health care providers for the contributions set forth herein. In addition, active employees and future retirees will receive the supplemental benefit package applicable to NYC Transit non-represented Level II supervisors active or retired. The supplemental benefit package will be administered through NYC Transit. Current retirees will continue to be provided the GHI, HIP, or other basic benefit plan with appropriate contributions.
2. Once a future retiree or the dependent of the future retiree becomes eligible for Medicare they are obligated to take Medicare Parts A and B. Thereafter, Medicare will be their primary provider and the NYSHIP plan chosen by the retiree will be secondary.

Future Medicare eligible retirees and eligible dependants will be reimbursed for Medicare payments once a year at the rate of \$45.50 per month. This amount is subject to change based upon the rules established by the NYSHIP program.

3. The parties agree that the level of benefits and program elements such as co-payments and deductibles are established by NYSHIP and the supplemental plan and are not subject to negotiation by the parties. NYC Transit agrees to provide written notice to the Union of any changes to the plans.

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4. Effective the date when the new plans become effective, all contributions to the current plans for active employees and future retirees shall cease. Any surplus monies in the plans shall revert to NYC Transit taking into consideration expenses and claims incurred but not reported. It is agreed that all outstanding claims under the plans must be filed on or before March 31, 2001.

5. Future retirees (provided they have a minimum of 10 years in the pension system or a disability retirement is granted) will receive the plan of benefits at no cost to them. Active employees will make the following payments to NYC Transit through payroll deduction to help defer the cost of the new plan for active employees and future retirees. If an employee has 10 years or more of service with the NYC Transit and dies or a retiree under this plan dies, his/her spouse will continue all benefits under the plan and children (under the age limits of the NYSHIP plan) will continue all benefits until such time as the spouse remarries. Listed below is the cost to active employees

\$6 per two week pay period for an individual plan per active employee
\$23 per two week pay period for a family plan per active employee

6. If for whatever reason the NYSHIP plan were no longer available to NYC Transit employees, the parties shall meet to negotiate a new plan.
7. The parties agree that TSO members i.e., active employees, will be eligible for domestic partner benefits in accordance with the requirements and procedures established by NYC Transit.
8. Wage Progression - The wage progression for employees hired or promoted into titles represented by the Union on or after full and final ratification of this agreement shall be as follows. It is understood that for the purpose of this schedule "hired or promoted into a title" shall mean actually reporting and performing the work of the title:

- a. Employees hired or promoted into all other titles represented by the Union on or after full and final ratification of this contract extension shall receive during the first three years of employment in the title a percentage of the top rate for the title in accordance with the following schedule:


80% starting salary
80% during the second year of service
80% during the third year of service
100% after three years of service

9. The parties agree to work together to ensure a smooth transition from the present plans to the new plan.

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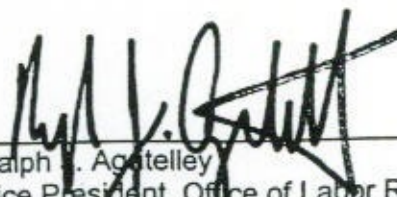
10. Upon full ratification and approval, the collective bargaining agreement shall be amended to reflect the provisions of this stipulation and agreement.


Robert Romaine
President
TSO, TWU, 106


7/19/2000
Date

David Rosen
Attorney for TSO, TWU, Local 106

Date


Ralph J. Agostelley
Vice President, Office of Labor Relations
New York City Transit Authority

7/19/2000
Date


Lawrence G. Reuter
President
New York City Transit Authority

7/19/2000
Date

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370 Jay Street
Brooklyn, NY 11201

Lawrence G. Reuter
President



New York City Transit

July 17, 2000

Mr. Robert Romaine
Transit Supervisors Organization
Transport Workers Union, Local 106
5768 Mosholu Avenue
Bronx New York 10471

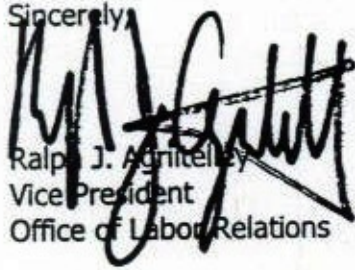
Re: Agreements

Dear Mr. Romaine:

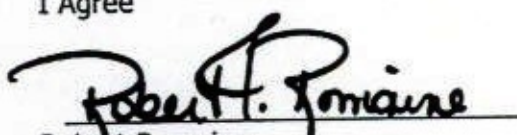
This letter will confirm that the parties have agreed to the following:

1. The new wage progression will be effective October 1, 2000. Between August 1 and September 31 the parties agree to meet to discuss whether there would be an alternate manner to achieve comparable savings, i.e. approximately .75%, to help fund the new health plan. If no agreement is reached the new wage progression will be effective on October 1, 2000.
2. The parties agreed that NYC Transit will continue to provide major medical coverage to current retirees, i.e. those not covered by NYSHIP, who presently receive this benefit.
3. Contributions by current retirees choosing a basic benefit plan that is not HIP or GHI shall continue to be calculated, as in the past, in accord with the parties collective bargaining agreement.

Sincerely,


Ralph J. Agnietelli
Vice President
Office of Labor Relations

I Agree


Robert Romaine
Transit Supervisors Organization
TWU, Local 106



New York City Transit

July 17, 2000

Mr. Robert Romaine
Transit Supervisors Organization
Transport Workers Union, Local 106 (TSO)
5768 Mosholu Avenue
Bronx, New York 10471

Re: 2000 Side Letter

Dear Mr. Romaine:

The following items have been agreed to by the parties:

Co-mingling of TA and MaBSTOA Work in Buses

1. The following terms apply to the operation of co-mingled facilities:

If the OA Maintainers are moved back to the Bronx (out of the East New York (ENY) Shop), the OA Supervisors assigned with them at ENY will also be moved back to the Bronx.

The East New York Revenue Shop will continue to have TSO represented supervisors as long as MaBSTOA hourly employees are assigned to that facility.

The OA/TA staffing mix at the Central Maintenance Facility at ENY or at any commingled facility will be based upon the mix of the hourly workforce at such facility.

The TSO has reviewed the co-mingling provision which NYC Transit has negotiated with the SSSA and is concerned about establishing a single seniority list of picking vacations, being granted AVAs, single day vacations and the distribution of overtime. However, TSO commits to a joint meeting with the SSSA and NYC Transit to discuss alternative proposals which would not cost NYC Transit additional money or add to staffing. If the parties fail to reach an alternate agreement acceptable to all parties, the TSO agrees to arbitrate the issue before a neutral agreed upon by all three parties. It is understood that the impartial cannot render any decision which would add to NYC Transit's costs or add staffing.

OA supervisors will be given training on TA rules and regulations.

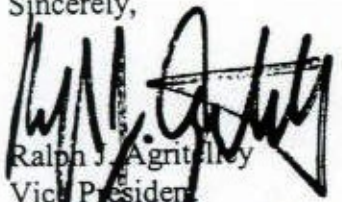
Mr. Robert Romaine
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2. The Following applies to all other co-mingled facilities:

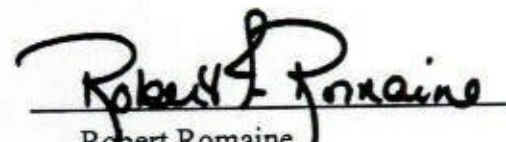
To the extent that co-mingling is extended into other areas, job locations and tours of the operation within or outside of the Department of Buses, where it does not already exist the parties agree to meet to discuss and negotiate the impact of such a decision. If the parties cannot agree, existing contractual provisions will apply to the co-mingled facility or work.

3. Commingling which already exists in other areas of the operation is not modified by this agreement nor are contractual restrictions where they exist.

Sincerely,


Ralph J. Agnietto
Vice President
Office of Labor Relations

Agreed:


Robert Romaine
T&O
TWU, Local 106



New York City Transit

July 17, 2000

Mr. Robert Romaine, President
Transit Supervisors Organization
Transport Workers Union, Local 106
5768 Mosholu Avenue
Bronx New York 10471

Re: 1991 - 1998 Sideletters

Dear Mr. Romaine:

At the conclusion of the contract negotiations it was mutually agreed between the parties that certain items contained in the July 11, 1995 side letter for the Operating Unit would continue as follows:

- 1.a. The Union agrees that it or any of its officers will not seek representation rights for NYCTA employees in titles above Dispatcher (Surface) Level 1, Maintenance Supervisor, Level 1 or of any equivalent title for MaBSTOA, employees in the titles above Dispatcher, Deputy Supervisor or any equivalent title. In no event shall the Union or its officers seek to represent any employee in the title of Deputy Superintendent or Superintendent or above or any equivalent title, nor shall there be any other challenge to the establishment or filling of Superintendent positions (including Deputy Superintendent) or equivalent titles in NYCTA or MaBSTOA.
- b. The TSO hereby waives any right that may exist to seek representation for such titles or positions or to bring any other challenge precluded by (a) above until such time as the parties to this Agreement enter into a written agreement otherwise. It is specifically agreed that this paragraph shall survive the expiration of the current collective bargaining agreement or any successor collective bargaining agreement.
- c. The parties agree that the January 1, 1997 certification of the TSO as the bargaining agent for the title Station Supervisor, Level II shall be the exception to (a) above.

Mr. Robert Romaine
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2. Effective June 1, 1986, basic health benefit coverage will continue for 12 months after the death of an active employee or retiree (who retires after June 1, 1985) for spouse and dependents. Payments for these benefits will be provided from funds provided in Article X, paragraph 5a of the agreement. This provision is modified for those employees or retirees who are covered by the NYSHIP program and meet the criteria for a greater benefit.
3. The Authority agrees to continue its participation in the joint labor-management committees on working conditions, facilities and pick procedures.
4. Every effort will be made to keep supervisors and their union representatives informed of substantial changes in procedures directly affecting their work.
5. The Authority agrees to concentrate "sick investigations" on employees with chronic or suspected abuse of sick leave. The Union agrees to cooperate to eliminate sick leave abuse.
6. The Authority agrees to supply full length clothing lockers to supervisory employees in the title of Line Supervisor and Dispatchers as needed.
7. The Authority agrees, except when emergency prevents, that for those Surface Line Dispatchers on the extra list, the "two (2) consecutive days rest during each calendar week" provided in Article 1. Paragraph (b) of the Schedule of Working Conditions shall mean at least fifty-six (56) consecutive hours.
8. The Authority agrees to forward to the Transit Supervisors Organization a copy of any notice of charges to be filed against any employee entitled to be represented by the Organization. Such notice will be sent to the union's mailing address. The Authority further agrees to permit the examination, by a designated representative of the Organization of those records in an employee's personnel folder relevant to the charges filed against him/her, or the penalty that might result therefrom, if the employee involved consents to such examination.
9. The depot "as assigned" Line Supervisor may not be shifted between depots when there is an open trick available in his/her own depot.

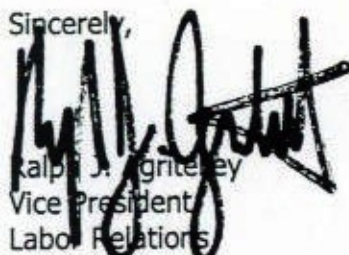
Mr. Robert Romaine
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July 17, 2000

10. I.D. badges will be provided for Line Supervisors with the provision that lost badges will be replaced at the employees' expense.
11. When determining a penalty for a disciplinary violation for which an employee has been found guilty, the hearing officer shall review the employee's record for the previous three years except that an employees entire record will be considered when such violation is for a serious offense.
12. MaBSTOA shall follow Transit Authority policy as to break-in time for dispatchers picking a new trick.
13. MaBSTOA shall provide parking facilities for unit members where feasible at no cost to the Authority.
14. No charge shall be made against pension credit for Union officers for time spent on Union business under the same conditions and requirements as exist regarding officers of the Transport Workers Union.
15. MaBSTOA shall seek to expedite payment of differential for injury on duty.
16. MaBSTOA policy as to stolen property allowances shall be the same as exists in the Transit Authority for similar tiles.
17. Unless mutually agreed to, the maintenance depot pick each year shall be effective in January.
18. The Maintenance Chairman, Transportation Chairman and one other employee shall be released eight hours per day for labor-management activities. Such employees may work overtime consistent with Article II of the working conditions.
19. An active MaBSTOA supervisory employee who is in the Tier II or Tier III retirement plans, shall continue to have the same death benefit as a Transit Authority operating supervisory employee who is in the "Modified Transit Plan" Tier II, or Tier III, or Tier IV pension plans. Although the total death benefit will not change, the insurance profit of the death benefit will be the same as a Transit Authority supervising employee who is in the above pension plans.

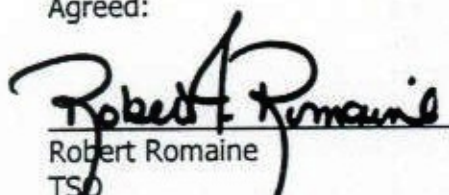
Mr. Robert Romaine
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20. Dispatcher work assignments for the following day will be posted by 2:00 P.M.
21. TSO represented employees covered under the Transit Sick Leave Plan will also be permitted to apply for additional sick leave benefits subject to eligibility requirements (ten (10) or more years of continuous service with the Authority and having exhausted all available leave benefits) as well as the Transit policy criteria outlined in its April 1992 memorandum. This policy criteria is subject to change at Management's discretion. Decisions regarding the approval or denial of additional sick leave applications are at Management's sole and absolute discretion and are not subject to the contractual grievance procedure.
22. The parties agree to establish a labor-management committee to discuss issues related to new technology, probationary evaluations and problems with the retention of maintenance supervisors. The committee will meet within 90 days after ratification.

Sincerely,


Ralph J. Griteley
Vice President
Labor Relations

Agreed:


Robert Romaine
TSO
Transport Workers Union, 106