

MEMORANDUM OF UNDERSTANDING

AGREEMENT made between the MTA New York City Transit Authority (hereinafter referred to as "the Authority") and the Transit Supervisors Organization, Station Supervisor, Level II 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 October 1, 2000 and continue in effect through September 30, 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 September 30, 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 Station Supervisors, Level II represented by the Union shall be increased as follows:

- a. Effective October 1, 2000, the rates of pay that were in effect on September 30, 2000 shall be increased by five (5) percent.

- b. Effective October 1, 2001, the rates of pay that were in effect on September 30, 2001, shall be increased by three (3) percent.
- c. Effective October 1, 2002, the rates of pay that were in effect on September 30, 2002, shall be increased by four (4) percent.

4. **LONGEVITY PAYMENTS**

- A. Effective October 1, 2000, the Authority will prospectively make longevity payments according to the following schedule:
 - 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 October 1, 2000 through the last pay period in November 2000 shall be paid in one lump sum. Thereafter,

payments will be made 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 based on the number of days the employee was in paid status during the eligible year.

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

6. **SICK LEAVE CASH-OUT**

Effective March 1, 2001, 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-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.

7. **SICK LEAVE CONTROL PROGRAM**

Effective March 1, 2001, 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, 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 work is essential to a safe and efficient operation. Employees who are not consistently available may be disciplined for chronic absenteeism.

- 9. NYC Transit agrees to provide three (3) days per month paid release time subject to the following:

A. Joint Labor-Management Activities

Any employee who is duly designated by the Union to act on matters relating to the interests of employees represented by such organization shall be permitted to engage in the following activities, subject to the conditions set forth herein and upon advance approval by either Authority, without loss of pay or other employee benefits, except as otherwise provided in subsection C, paragraph 4.

1. to investigate grievances and to process them at all levels of the grievance procedures;
2. to represent employees at disciplinary hearings
3. to participate in meetings of joint departmental labor-management committees;
4. to serve as members of authorized Safety Committees;
5. to engage in any other activity for which time without loss of pay or other employee benefits is specifically provided for in this labor agreement or which has the specific prior approval of the Authority's Labor Relations Department;
6. to confer with authorized members of management or their designated representatives.

Employees on approved leaves of absence for Union activities shall strictly follow the established timekeeping procedures in effect in their department or work location including signing in and out, or clocking in and out, as the case may be, at the start and end of their tour of duty and during their tour of duty if such leaves occur within the employee's tour of duty.

B. Regulatory Provisions

Department heads shall be responsible for ensuring that all employees under their supervision adhere to the following guidelines and provisions:

1. An employee released full or part time and paid by the Authority shall be required to submit periodically, an affidavit certifying that he/she

has not been paid by the Union or private fund during the same period for which he/she was paid by the Authority. In addition, the affidavit, which must be submitted at least once a year, also requires employees covered by this paragraph to report any compensation or expenses received from anyone else for time worked over and above the time they are required to work for the Authority. Department Heads shall establish the necessary administrative safeguards to insure that each employee involved in release time submits the required affidavit at least one each year and such affidavits are properly filed. The Labor Relations Department shall be responsible for auditing this procedure.

2. An employee who is released full or part time, with or without pay, shall not organize, plan, direct or participate in strikes, work stoppages, or job actions. Violation of this provision will cause the privilege to be withdrawn and the participating employee will be subject to the penalties provided by law and to appropriate disciplinary action.
3. Employees released full or part time with pay shall be incumbents in titles represented by the Union.
4. Employees released full or part time with pay shall not receive overtime, shift differential, compensatory time, meal allowances or holiday premium while on release time.
5. Employees released full or part time with pay may work overtime assignments for the Authority for additional pay within the limits

established in this agreement provided that the following provisions are met:

- a. The overtime work assigned is necessary and productive work in the job title and is required to be performed by supervision.
 - b. The overtime work assignment is specifically authorized by supervision.
 - c. The employee reports directly to the immediate supervisor for the work assignment and otherwise conforms to all established procedures in connection with the proper performance of the work assignment.
 - d. In order to receive any overtime pay the employee claiming the overtime must strictly adhere to all established rules, regulations and procedures of the Authority in connection with the performance of overtime assignments, including proper, accurate and regular maintenance of time records, records of work performed, and such other documents or records of work assigned the Authority may require.
 - e. Failure to adhere to these provisions subjects employees to the loss of opportunity to earn overtime and to disciplinary action by the Authority.
6. Department Heads shall be responsible for keeping accurate time records of employees on release time and on overtime work assignments.

7. Employees released pursuant to this provision shall preserve their seniority, promotion and pension rights and their entitlement to salary increments.
10. As soon as practicable, the parties agree to add the HealthPlex/Dentcare dental plan option which is presently offered to the Level I supervisors as an dental plan option for Station Supervisors, Level II.
11. **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 will pay 2 percent, and those paying 3 percent contribution will pay 2 percent contribution. NYC Transit will submit an election as set forth in the legislation to eliminate the additional member contributions effective the first full payroll period following December 15, 2000.
12. This agreement may not be entered into evidence during any interest arbitration procedures to establish a contract to be effective October 1, 2000.

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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of 7th day of April, 2001.
New York, New York

NEW YORK CITY TRANSIT AUTHORITY

Robert P. Romaine

Robert Romaine *President*

Transit Supervisors Organization
Transport Workers Union, Local 106

LAWRENCE J. REUTER
President,
New York City Transit Authority

4/17/01

Date

Date

David Rosen, Esq.
Attorney for TWU, Local 106

[Signature] 4/17/01

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

Date:

Date



New York City Transit

March 1, 2001

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

Re: Side Letter

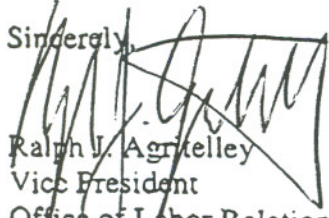
Dear Mr. Romaine:

The following items have been agreed upon as a side-letter to the 2001 Memorandum of Understanding:

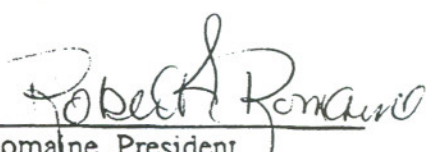
1. The parties agree that the expression of preference for Station Supervisors, Level II will be held in the same manner and at approximately the same time as the expression of preference for the Stations Supervisors, Level I with the exception of confidential and resume positions. Resume positions will be filled by management by posting notices and soliciting resumes for consideration. This will be the exclusive method for filling such positions.
2. The parties agree to set up a committee of two representatives from the Union and two from management to explore the possibility of scheduling vacations in conjunction with an employee's RDOs. There must be mutual agreement for any changes to take place. These meetings will take place subsequent to the 2001 vacation pick.
3. Effective the first full pay period in March 2001, the provisions set forth in the December 12, 2000 letter from Ralph J. Agritelley to Robert Romaine concerning contributions through payroll deduction toward the cost of providing health benefits shall go into effect.

If you agree with the above provisions, please indicate your concurrence by signing below.

Sincerely,


Ralph J. Agritelley
Vice President
Office of Labor Relations

I agree:


Robert Romaine, President
TSO, TWU, Local 106

**APPENDIX A
ANNUAL WAGE RATES
TSO STATION SUPERVISOR II (TC 975)**

	10/01/2000	10/01/2001	10/01/2002
Entrance	\$57,650	\$59,380	\$61,755
7th Month	\$58,497	\$60,252	\$62,662
2nd Year	\$62,347	\$64,217	\$66,786
3rd Year	\$66,200	\$68,186	\$70,913

**APPENDIX B
ANNUAL RATES FOR COMPUTATION OF NIGHT / SHIFT DIFFERENTIAL
TSO STATION SUPERVISOR II (TC 975)**

	10/01/2000	10/01/2001	10/01/2002
Entrance	\$37,918	\$37,918	\$37,918
7th Month	\$38,475	\$38,475	\$38,475
2nd Year	\$41,010	\$41,010	\$41,010
3rd Year	\$43,541	\$43,541	\$43,541