

MEMORANDUM OF UNDERSTANDING - 12/20/07

AGREEMENT made between the NEW YORK CITY TRANSIT AUTHORITY and the MANHATTAN AND BRONX SURFACE TRANSIT OPERATING AUTHORITY (hereinafter referred to as the "Authority") and the CIVIL SERVICE TECHNICAL GUILD, LOCAL 375, DISTRICT COUNCIL 37, AFSCME, (ALL FIVE LOCALS) AND THE COMMUNICATION WORKERS OF AMERICA, LOCAL 1180 (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 of Agreement:

This agreement shall be effective July 1, 2005 through December 31, 2008.

2. Overtime:

A. Effective January 1, 2008, the Annual Overtime Earnings Cap under Article XI, Section 2.1 F. of the agreement between the Authority and CSTG shall be modified as follows: 1) subsections: 1 and 2 will be merged eliminating the 8% cap level and substituting it with the 16% cap level; 2) subsection 3 will become subsection 2 and the remaining subsections of Section 2.1 F. will be renumbered accordingly; 3) Compensatory time and night shift differential will not be computed as overtime; 4) The maximum number of compensatory time hours that can be banked by an employee is 200 hours. Once the bank maximum has been reached all overtime will be paid in cash subject to the earnings cap; 5) Employees with more than 200 hours of compensatory time as of December 31, 2007 will have until December 31, 2009 to exhaust the excess time. Effective January 1, 2010, all compensatory time in excess of 200 hours will be rolled over into an employee's sick bank. 6) Employees have the discretion to get paid in cash or compensatory time subject to the conditions noted above.

B. As of December 31, 2007, Article XI, Section 2.2 of the DC 37 and CWA labor agreements will be eliminated. Effective January 1, 2008, all employees in titles represented by DC 37 (all five locals) and the CWA, Local 1180 will be covered under the provisions of the CSTG Annual Overtime Earnings Cap as modified above.

3. Meal Allowance:

Effective January 1, 2008, the meal allowance for those employees in titles represented by DC 37 and CWA will have the first meal allowance following two hours of continuous overtime on a regular work day and three (3) hours of continuous overtime on a regular day off will be increased from \$7.00 to \$8.25.

4. Sick Leave:

If an employee exhausts all earned sick leave balances, he/she must use all available earned annual leave, personal leave and overtime credits, or accrued annual leave.

5. Dedicated Paid Leave Pilot Program:

The parties have agreed to establish a joint labor-management committee to administer the Dedicated Paid Leave Pilot Program (see Appendix A attached).

6. Death in Family Leave:

The definition of "immediate family" set forth in the death in family leave provision shall be amended to include grandparents.

7. Safety Equipment:

Employees shall be provided, without cost to themselves, with such safety equipment as may be authorized by the Head of the Division or Department. This provision covers safety shoes including those employees operating fork lifts in the Revenue Division..

8. Contracting Out:

A joint labor-management committee shall be established to facilitate communication between the parties as to work being considered for contracting out and the feasibility of having such work performed by current employees. The Committee may make recommendations to the Authority concerning contracting out work. Upon request, the union will be provided information on prospective contracts for review and make recommendations for consideration of work being performed by in-house staff.

9. Salary Review - Joint Labor Management Committee:

In the event that salary adjustments are granted to City titles as a result of the Salary Review Panel a labor management committee shall be established to discuss the application of the modifications to Transit Authority specific titles covered by the collective bargaining agreements.

10. Paycheck Overpayments:

In the event of an overpayment, Transit recoupment will be limited to a maximum of 25% of an employee's biweekly pay unless Transit notifies the union in advance.

11. Vacation Carry-Over

Beginning the next vacation leave plan year (January 1, 2008 or May 1, 2008), employees in titles represented by the union may carry-over an additional five vacation days from one year to the next.

12. Revenue Division:

a.) **Revenue Processing Specialist:** Union and Management will establish a joint committee to discuss the broad-banding of the existing titles Cashier titles.

b.) **Holiday:** Article XI, Section 6 (i) shall be modified as follows: Shifts which begin at 9:00 p.m. on a day before a holiday shall be deemed to have been worked entirely on the holiday.

13. Tuition Reimbursement:

Those employees represented by Local 2627 who are currently enrolled in an academic program and receiving benefits under the Transit Authority's Tuition Reimbursement Policy Instruction will continue to be covered under this policy until December 31, 2008. No other employees represented by Local 2627 will be eligible for payments under this Policy.

14. Training Fund:

Effective January 1, 2009, the Authority will initiate contributions of \$25.00 per annum per employee represented by Local 2627 not previously covered under the Union's administered training fund. Employees in Local 2627 titles for whom training fund contributions will be made include: Computer Specialist (Software) Levels I-IV, Telecommunications Associate (Voice) Levels I-III and Telecommunications Specialists (Voice) (Levels I-IV).

15. Continuation of Terms

Except as otherwise expressly provided in this Agreement, all provisions of the previous Collective Bargaining Agreement shall continue in effect.

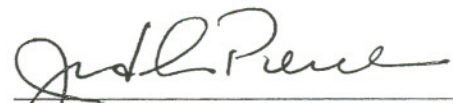
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR PROVIDING ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL. IT IS FURTHER AGREED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

IN WITNESS WHEREOF, the parties have set their hands and seals as of the ____ day of December, 2007.

FOR: **District Council 37, AFSCME**

FOR: **MTA NYC TRANSIT**


Dennis Sullivan, Director
Research & Negotiations
Date 12/21/07


Judith T. Pierce,
Senior Vice President
Administration
Date

Civil Service Technical Guild, Local 375


Claude Fort, President
Date 12/21/07

Appendix A

Dedicated Paid Leave Fund Pilot December 19, 2007

Purpose:

This pilot program is proposed to establish a dedicated paid leave program to permit represented permanent and provisional employees in either the MTA New York City Transit or Manhattan and Bronx Surface Transit Operating Authority (herein after referred to as the "Transit") in the following bargaining units (District Council 37 (all five locals), Civil Service Technical Guild, Local 375 and the Communications Workers of America, Local 1180, herein referred to as the "Union") to voluntarily donate available earned paid leave time to a joint labor-management administered fund to offset the costs of permanent employees who are absent as a result of a long-term non-service connected illness and who have exhausted all available earned and granted paid leave benefits.

Scope:

This pilot program applies to eligible Transit permanent and provisional employees in titles represented in one of the participating Transit unions. Probationary, temporary and seasonal employees in represented titles are excluded from this program. This program is limited to employees within the Union.

Pilot:

The pilot program will be in effect for a minimum of two (2) years. Thereafter, either party may terminate the program at any time with at least ninety (90) days notice.

Joint Labor – Management Committee Administration:

A Joint Labor-Management Committee will be established to review eligible employee fund applications, monitor the distribution of fund paid leave time for approved applications and report on fund performance. The Committee will be composed of one representative from the Union and one representative from Transit management. Both Committee members must agree to fund a dedicated paid leave grant to an eligible employee. The Committee members will serve for a period of two-years.

The decision of the Committee must be unanimous in order to award benefits. If an employee requests a review of the decision of this Committee, a written request must be submitted to the Senior Vice President of Administration, or his/her designee, for review within 30 days of the Committee's decision. The decision of the Senior Vice President of Administration will not be subject to the union's contract interpretation grievance procedure.

Donations to the fund and distribution of monies from fund will be administered by the Transit's Office of the Controller.

Annual Paid Leave Donations*:

Annually represented permanent and provisional employees more than two (2) years but less than ten (10) years of Transit service may donate up to five (5) earned annual leave or compensatory days to the fund.

Permanent and provisional employees with ten (10) years of Transit service or more may donate up to ten (10) earned paid sick leave, annual leave or compensatory time days to the fund. In addition, only employees with more than 80 earned paid sick leave days in his/her bank may donate sick leave time.

Paid leave donations will be made once a year on an approved Transit Payroll Division timesheet or form. Employees donating paid leave time to the Fund must sign a statement waiving any future claim to the donation.

*Transit will permit, under limit circumstances, from those employees whose previous City service was transferred along with any paid annual and/or sick leave time that such leave time may be donated to the bank under the above noted criteria.

Donation Credit:

All paid annual and compensatory leave donations will be credited to the Fund on a day for day basis. All paid sick leave donations will be credited on a (2) day donation for one (1) day paid leave benefit for approved recipients. All dedicated paid leave donations are irrevocable.

Criteria for Recipient Eligibility:

1. Permanent or provisional employees must have at least five years of continuous Transit service within one of the participating bargaining units with MTA New York City Transit.
2. Employee application for funds will only be considered for a non-service connected injury or illness.
3. Employee applicant must also meet the criteria noted below:
 - a.) Employee must be absent due to illness or injury for a period of more than 30 work days.
 - b.) Employee has timely and properly followed MTA New York City Transit Sick Leave Policy submitting appropriate medical documentation satisfactory to Transit to substantiate this on-going illness or injury on an approved Transit sick leave application.
 - c.) Office of Labor Relations' Labor Cost Control Unit has processed the applicant request and forwarded it to Office of Health Services for review and approval.
 - d.) Employee has exhausted all available earned paid leave benefits, such as sick leave, annual leave, personal leave, compensatory time, etc.

- e.) Employee applied for and was approved for all anticipated and/or advanced paid leave grants.
- f.) Employee, if eligible, applied and was approved for additional sick leave.

Recipient Fund Benefit:

1. The applicant must submit a fully completed application to the fund for review. The application must be approved by OLR, OHS and Payroll before processing.
2. The maximum paid sick leave grant available is up to whatever is in the Fund up to a maximum of 30 workdays. Once a grant is exhausted, a recipient may reapply for an additional grant of up to 10 workdays.
3. Approved recipients will receive available fund benefits for the period designated.
4. Fund paid leave benefits may not be used as a supplement to income benefits under any Transit or union short-term or long-term disability benefits. If the employee has already received income benefits under any Transit or Union STD or LTD benefit plan, those benefits must be reimbursed.
5. While a recipient is receiving grant monies from the fund, this will be taxed as income and considered non-pensionable income. Employees who are running-out an approved grant will also have their health insurance coverage continued while in a paid status.

MEMORANDUM OF AGREEMENT

Memorandum of Agreement entered into between New York City Transit and District Council 37, Local 375, Civil Service Technical Guild, hereinafter collectively referred to as the "parties."

Whereas effective April 19, 2000 the titles of Associate Railroad Signal Specialist, Level III and Associate Railroad Signal Specialist Operations Level III were established and the Civil Service Technical Guild, Local 375 is the exclusive bargaining agent representing all individuals in this title; and

Whereas effective April 30, 2004 the parties agreed via Stipulation and Agreement that individuals in the title of Transit Railcar Technology Specialist Level II, III and IV shall receive the same additional compensation as the titles of Associate Railroad Signal Specialist, Levels I, II, and III respectively; and

Whereas the parties seek to resolve that the titles of Associate Railroad Signal Specialist Level III, Associate Railroad Signal Specialist Operations Level III, Transit Railcar Technology Specialist Level IV and Transit Railcar Technology Specialist Operations Level IV are to be included in the service increment schedule for employees in the titles of Associate Railroad Signal Specialist, Levels I and II and Associate Railroad Signal Specialist Operations Levels I and II as shown below; and

NOW THEREFORE, it is mutually agreed by and among the parties hereto as follows:

First: Effective April 19, 2000, the service increment schedule is as follows:

	Years	Added	Total
4/1/00:	5	\$1151	\$1151
	10	\$1217	\$2368
	15	\$1217	\$3585
4/1/01:	5	\$1197	\$1197
	10	\$1266	\$2463
	15	\$1265	\$3728
7/1/03:	5	\$1233	\$1233
	10	\$1303	\$2536
	15	\$1303	\$3839
7/1/04:	5	\$1270	\$1270
	10	\$1342	\$2612
	15	\$1342	\$3954
7/1/05:	5	\$1310	\$1310
	10	\$1384	\$2694
	15	\$1385	\$4079

8/1/06:	5	\$1336	\$1336
	10	\$1412	\$2748
	15	\$1413	\$4161
2/1/07:	5	\$1389	\$1389
	10	\$1469	\$2858
	15	\$1469	\$4327

Second: Incumbent and prospective employees in Associate Railroad Signal Specialist Level III and Associate Railroad Signal Specialist Operations Level III will be considered eligible for the above listed service increments retroactively based on time served in the bargaining unit under the same terms established for employees in the titles of Associate Railroad Signal Specialist, Levels I and II and Associate Railroad Signal Specialist Operations Levels I and II.

Incumbent and prospective employees in the titles of Transit Railcar Technology Specialist Level IV and Transit Railcar Technology Specialist Operations Level IV will be considered eligible for the above listed service increments retroactively based on time served in the title series.

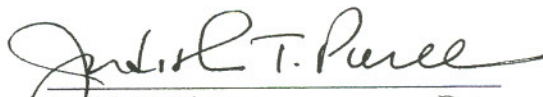
Third: The above listed employees and the Union jointly and severally hereby release the Authority from any and all claims, whether at law or in equity or arising by virtue of contract, which they may have or which they may have had heretofore in connection with the underlying facts of the agreement.

Fourth: 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 Transit Authority and the Union, nor shall it constitute a precedent for the determination of any other disputes between the Transit Authority and the Union. 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: **District Council 37, AFSCME**

FOR: **MTA NYC TRANSIT**


 Dennis Sullivan, Director Date
 Research & Negotiations


 Judith T. Pierce, Date
 Senior Vice President
 Administration

Civil Service Technical Guild, Local 375


 Claude Fort, President Date