

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 (See Page 19) 2.4

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. $(20 + 5) = 25 \text{ days}$.

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.