

#840029

MEMORANDUM OF UNDERSTANDING

TWU # 100

AGREEMENT made between the NEW YORK CITY TRANSIT AUTHORITY (hereinafter referred to as "NEW YORK CITY TRANSIT" or the "AUTHORITY") and the MANHATTAN AND BRONX SURFACE TRANSIT OPERATING AUTHORITY (hereinafter referred to as the "OPERATING AUTHORITY") (both of which hereinafter jointly referred to as the "Authorities") and the ~~TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO, and~~ TRANSPORT WORKERS UNION OF AMERICA, Local 100, AFL-CIO (hereinafter jointly referred to as the "Union").

*(RD)*

It is mutually agreed that the collective bargaining agreement between the Authorities and the Union shall be amended as follows:

*Cooperation +  
Main Trans*

1. TERM

This agreement shall continue in effect through December 15, 2005. This agreement is subject to ratification by the MTA Board and by the Executive Board and members of the union.

*7/1/03 -- 12/15/05*

2. GENERAL WAGE INCREASES

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

- (a) Effective December 16, 2003, the rates of pay that were in effect on December 15, 2003 shall be increased by three (3) percent.
- (b) Effective December 16, 2004, the rates of pay that were in effect on December 15, 2004 shall be increased by three (3) percent.
- (c) Rates of pay below the top rates shall be adjusted in accordance with the appropriate progression schedule.

3. LUMP SUM PAYMENT

- (a) In recognition of substantial past productivity of the work force since the advent of Metro-Card and the dramatic increase in ridership, in July, 2003 the Authorities shall pay a one-time, non-recurring, lump sum payment of \$1,000 to each employee who meets the eligibility requirements specified herein.

*(RD)*  
*6*

*6/12/03*

*61 pages*

- (b) In order to be eligible to receive the above referenced lump sum payment the employee must be on the payroll on June 1, 2002 and June 1, 2003. However, if an employee is hired before June 1, 2002 and retires or is injured on duty prior to June 1, 2003 the employee will be entitled to a pro-rata share of the lump sum.

4. HEALTH BENEFITS

MTA NYCT will assume the obligations of the HBT and maintain the current level of benefits subject to the following plan adjustments:

- i. Domestic partner coverage shall be added under the same rules applicable to non-represented employees of MTA NYCT.
- ii. A Hi-Option rider will be offered to plan participants in the GHI network
- iii. GHI/CBP co-pays shall be increased from \$10/\$30 to \$15/\$45.
- iv. Prescription drugs shall be pursuant to a three tier formulary system with \$0/\$10/\$15 (2x mail order) co-pays.
- v. A prescription drug plan for pre-Medicare retirees shall be instituted at the level consistent with a first year cost of \$10 million dollars. That level of benefits shall be maintained in the same fashion as the remainder of the plan.
- vi. Mental health visits shall be increased to sixty (60) visits.
- vii. Regular part time traffic checkers will receive the same health care benefits as provided to regular full time employees.

Effective upon full and final ratification and approval of this agreement by the parties all applicable agreements shall be amended to provide that the health benefits currently provided by the Health Benefit Trust, as amended above, shall be provided directly by the Authority.

The Union will be informed of and have input into any administrative changes that may impact upon those receiving benefits.

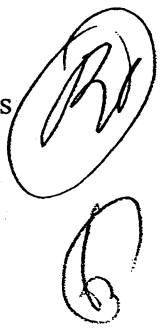
5. MISCELLANEOUS PROVISIONS

The parties have agreed to nineteen (19) miscellaneous provisions, which are attached as Attachment A.

6. DISCIPLINARY PROCEDURES

Changes in the disciplinary rules and procedures are as outlined in Attachment B to this agreement.

7. SICK LEAVE RULES



Changes in the sick leave rules and procedures are as outlined in Attachment C to this agreement.

8. CHILD CARE

The parties will establish a jointly administered trust for the express purpose of devising and implementing strategies and programs to assist employees with issues related to childcare. The Employer will make an initial contribution of \$100,000 upon full and final ratification. Commencing six months thereafter and on a monthly basis, the Employer will make additional \$200,000 contributions. Additional related issues are attached as Attachment D.

9. TRAINING/UPGRADE FUND

The parties will establish a jointly administered trust for the express purpose of devising and implementing strategies and programs designed to increase the skills of employees including areas of new technology. The fund will not be utilized to substitute for existing training programs. The Employer will make an initial contribution of \$100,000 upon full and final ratification. Commencing six months thereafter and on a monthly basis, the Employer will make additional \$300,000 contributions. The structure of the Trust shall be the same as the structure for Child Care as outlined in Section 1 of the Child Care attachment to this Agreement.

10. EQUITY FUND

An equity fund will be established for purposes of salary adjustments for certain titles. The Union will designate such adjustments subject to the approval of the Authority; up to a maximum annualized amount of \$3.5 million.

11. SURFACE CONSOLIDATION

The agreement on Surface Consolidation is outlined in Attachment E.

12. PREVENTABLE ACCIDENTS

The parties agree to the establishment of new procedures for dealing with preventable accidents as outlined in Attachment F.

13. SAFETY

The parties agree to the establishment of new safety practices as outlined in Attachment G.

14. APPRENTICESHIPS

The parties agree to establish an Apprenticeship Program as outlined in Attachment H to this document.

15. NEW TECHNOLOGY

The parties agree to establish new technology procedures as outlined in Attachment I.

16. JOB SECURITY

The parties will make every effort to avoid involuntary reductions in force. These efforts will include reassignments and other movements of personnel where applicable. If such reductions are nonetheless necessary the provisions of the contract will apply.

17. MEDICAL APPEAL PROCEDURES

The parties agree to the establishment of new medical review procedures as outlined in Attachment J.

18. BARGAINING UNIT PROTECTION

The parties agree to the establishment of new farming out practices as outlined in Attachment K.

19. RELEASE TIME

The Authorities agree to release seven (7) additional employees on a compensated basis.

Members who are released from nights and weekend tours will continue to receive their applicable differential payments.

20. DEPARTMENTALS

The parties' agreements concerning the departmental issues are attached hereto.

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 HAS 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 16th day of December.

New York, New York

APPROVED AS TO FORM:  
AUTHORITY

NEW YORK CITY TRANSIT

  
\_\_\_\_\_  
Katherine N. Lapp  
Executive Director,  
Metropolitan Transportation Authority

12/16/02  
\_\_\_\_\_  
Date

\_\_\_\_\_  
MARTIN SCHNABEL  
Acting General Counsel,  
New York City Transit Authority

\_\_\_\_\_  
Date

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LAWRENCE REUTER  
President,  
New York City Transit Authority

\_\_\_\_\_  
Date

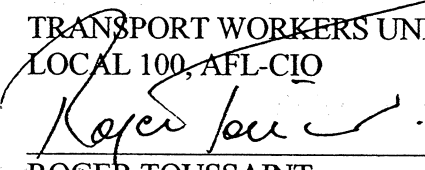
APPROVED AS TO FORM:

\_\_\_\_\_  
Counsel, TWU Local 100

\_\_\_\_\_  
Counsel, TWU

\_\_\_\_\_  
Date

TRANSPORT WORKERS UNION,  
LOCAL 100, AFL-CIO

  
\_\_\_\_\_  
ROGER TOUSSAINT  
President, TWU Local 100

12/16/02  
\_\_\_\_\_  
Date

\_\_\_\_\_  
SONNY HALL  
International President, TWU

\_\_\_\_\_  
Date



**ATTACHMENT A**  
**Miscellaneous Provisions**

1) Differential Pay

The Authorities agree to provide an explanation of differential benefits to employees at the time the differential benefits are paid. Such an explanation will include the period of differential being paid and the after-tax pay base upon which the differential was calculated. The Union understands that the implementation of this provision will be accomplished as soon as practicable after the execution of this Agreement.

2) Assault Bill

The parties agree to jointly support legislation that would amend the Assault Bill to include Station Agents and CTA.

3) CTA Promotions

The parties shall make a joint application to DCAS to create Training and Experience requirements, reflective of CTA functions, for open competitive class positions into which CTA's could be promoted.

4) C3 and C4 Forms (Workers Comp and Medical Forms)

Employees who have accidents will be provided with C-3 and C-4 forms as part of the accident report package.

5) Death Benefit

There will be a \$50,000 death benefit to spouse or children in the event of an accidental death in the line of duty. This particular provision shall be considered to be effective as of November 15, 2002.

6) Release Time Supplement

At the request of the Union, certain Authority paid release time employees, who are so designated by the Union, will be paid for 50 hours. The 10-hour difference will be reimbursed to the Authority by the Union.

7) Notice of Investigations to Union

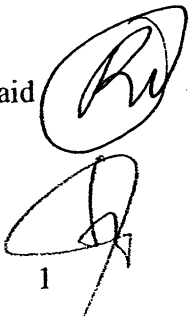
Extend the RTO language concerning notice to the Union of investigations to the entire bargaining unit.

8) Publication of Collective Bargaining Agreement

As soon as practicable the parties shall execute an integrated collective bargaining agreement, and shall publish it expeditiously thereafter. The Authority shall bear the cost of printing sufficient copies and supplying them to the Union.

9) Days of Payment/Sealed Envelopes

OA employees shall be paid bi-weekly on Wednesdays. TA employees shall be paid bi-weekly on Thursdays. As soon as practicable the Authority will provide checks/payment advices in sealed envelopes.



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10) Increase of Overtime Cap

All overtime caps will be increased by 150% of any general increase.

11) Cap on Released Employees

The parties agree to eliminate the cap on the number of individuals on union paid full time release time.

12) Picks – Provision of Information

NYC Transit agrees to provide TWU Local 100 with schedules, picks and bids and their results, farming out information and disciplinary information in computer readable format where available.

13) Monthly Presidential Meetings

The President of the Authority and the President of Local 100 will meet on monthly basis; it is encouraged that other bilateral meeting will be held at all levels.

14) FTA Report

The Authority will forward the Union the annual NYCT MIS drug and alcohol testing and compliance report to the FTA.

15) EAP Study

A committee will be formed to review the operations and functions of the Employee Assistance Program.

16) Thanksgiving Holiday Scheduling Exception

For employees whose tours of duty begin in the PM hours and finish in the AM hours and the majority of the hours of whose tours are in the AM hours, the Thanksgiving Holiday shall fall on the tour that starts in the PM of Thanksgiving Day.

17) Holiday Recognition

When a celebrated holiday falls on a weekend, the employee will celebrate the holiday on that day, rather than the preceding Friday or subsequent Monday.

18) Injury on Duty and use of Leave Balances

Employees with injury-on-duty claims pending shall be entitled to use their accrued sick and vacation leave balances on the first day following their injuries where practicable, and the amounts charged against such balances and entitlements shall be restored to the employee in the event NYC Transit does not contest the employee's Workers' Compensation claim or the claim is upheld by the Workers' Compensation Board. The waiver form will be made part of the accident package.

19) Vacation Scheduling

Where practicable, particularly in the operating departments, employees will be permitted to take vacation from RDO to RDO with the understanding that the



change must have minimal financial impact in the area or division where implementation is contemplated.

20) Arbitration of Discrimination Complaints

All claims alleging illegal discrimination under the collective bargaining agreement or any federal, state or local statute shall be subject, upon the grievant's election, to the Agreement's grievance and arbitration procedure as the final, binding, sole and exclusive remedy for such violations, and employees who so elect to arbitrate their claims of discrimination shall not file suit or seek relief in any other forum. As a condition to arbitrating this claim, the grievant agrees to execute a wavier, in a form provided by the Authority, of the right to advance, litigate or prosecute the same issue in any other judicial or administrative proceeding. In the event the release is not executed or is deemed invalid, the arbitrator will have no authority to grant relief to the grievant. The arbitrators shall apply applicable law as it would be applied by the appropriate court in rendering decisions on discrimination claims.

21) Elimination of Minimum Wage for Trainees

The minimum wage rate for training periods shall be eliminated and employees shall be paid at the first level of the applicable progression on the first day of work.



ATTACHMENT B  
Disciplinary Procedure Proposals

- DEPARTMENTAL DISCIPLINE

Departmental management/supervision can meet with an employee and his/her union representative and agree upon a penalty of a warning, reprimand or record only suspension up to 5-days for minor violations. No formal charges would be issued but any agreed upon penalty becomes part of the employee's disciplinary record, recorded as a warning, reprimand or suspension time. In addition, Departmental management may choose to limit the discipline to a verbal reprimand, which will not be recorded. The employee may reject the proposed penalty and follow the formal disciplinary process.

If an employee has only one Departmental discipline penalty, such penalty shall not be considered as part of the progressive disciplinary process.

A warning or reprimand shall be expunged after 12 months, if the employee has no other discipline.

- OTHER REVISIONS

- Disciplinary arbitration will be heard by a neutral arbitrator.
- In the event that the Union contends that a pre-disciplinary suspension has been improperly imposed the question of the propriety of the pre-disciplinary suspension shall be subject to immediate review by a disciplinary arbitrator. The Union may invoke the right to review by a written communication to the office of the Vice-President of Labor Relations, which may be transmitted by facsimile. The dispute as to the propriety of the pre-disciplinary suspension shall be scheduled and heard by a disciplinary arbitrator within two business days of the transmission of the Union's request for review or as soon thereafter as practical. That dispute shall have priority over any and all other matters on the arbitrator's calendar. In deciding the dispute, the arbitrator shall determine:
  - (a) Whether the offense charged is of the kind for which a pre-disciplinary suspension should be imposed, and;
  - (b) Whether there is a reasonable basis to believe that the grievant may be guilty of that offense. The arbitrator shall where practicable issue the decision from the bench.



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The decision of the arbitrator shall be limited to the matter of the imposition of the pre-disciplinary suspension and may not be introduced by either party in a subsequent arbitration on the merits of the charge for which the pre-disciplinary suspension was imposed. Any arbitrator who hears a challenge to the imposition of a pre-disciplinary suspension shall not conduct any subsequent arbitration on the merits of the underlying dispute.

- Employees shall have 30 days to cure sick documentation violations.
- In so far as practicable, hearings shall be scheduled during work hours. Employees who are scheduled for work at the time of a scheduled hearing shall be released for the purposes of attendance at such hearing without loss of pay. In the event that the charges against the employee are sustained in whole or in part, the Company shall recoup the pay associated with such release from the employee, provided, however, that the employee may request the Arbitrator to modify or rescind such recoupment in the event that the sustained penalty is grossly dissimilar from the initial recommended penalty.
- Disciplinary calendars shall be realistic and shall reflect efforts to meet the needs of both parties. In addition, pre-disciplinary suspension hearings shall be scheduled at the start of the day's calendar.
- The Parties shall review the feasibility of scheduling Step I grievances at field locations where such is not current practice.
- To insure a constructive environment at the outset of the new mechanism for treatment of preventable accidents in the Department of Buses, all pending disciplines where the initial penalty is a warning shall be withdrawn.
- The Authority will amend the random testing procedures to allow employees who have verifiable child care/medical needs to be excluded from the last segment random testing (currently known as "D" segment tests). These procedures are subject to review and approval by the FTA.



ATTACHMENT C  
**Sick Leave Proposal**

**Reward those employees with judicious sick leave usage**

It is the intent of the parties to exclude 70% of the TA employees from the following requirements:

- Not be required to “call in” and “call out” from the sick location
- Not be required to medically document any absence of three days or less
- Not be subject to “home visits” or sick leave location investigations
- This provision shall apply to all employees who have passed probation and worked through one full leave year

(To implement this, the parties shall determine the percentage, as of January 1, 2003 of this agreement, of days available (as a proportion of the maximum possible) in the sick leave banks of all TA employees, which 70% of the TA employees have. All employees whose sick leave banks meet or exceed that level shall be subject to currently applicable sick leave rules during the upcoming sick leave year with the following exceptions.)

If the employer believes that sick leave is being utilized for purposes of a job action, these exceptions will not apply.

The foregoing threshold shall be adjusted on an annual basis such that 70% of the employees will be subject to these exceptions.

In the event of consolidation, the parties shall devise a mechanism, which provides that upon consolidation, the same percentage of former OA employees as TA employees eligible to be excused from the above referenced monitoring mechanisms will also be excused.

**Fresh Start**

For employees whose sick leave balance is below the threshold on the date of implementation of this program, the percentage of their sick leave balance shall be measured after the completion of the first full year commencing upon the implementation date.

**Sick Leave Control List**

Employees will not be disciplined exclusively for remaining on the sick leave control list. However, the length of time on the list may be utilized as evidence to establish abuse.

**Excessive/Chronic Absenteeism**




In the event that the Authority determines that an employee's sick leave record indicates abuse for which a chronic absenteeism charge would, in the Authority's view, be warranted, before bringing such a charge, the Authority must afford the employee the opportunity to present evidence that his/her sick leave usage is the result of a verifiable chronic medical condition.



**Sick Leave Cash Out**

An employee who has no sick leave usage in a calendar year, may, at the employee's option, cash out up to two sick days. In the event an employee has used only one sick leave day the employee may, at the employee's option, cash out one sick day. Procedures will be implemented to allow payment for this option in the first paycheck in December.



ATTACHMENT   
CHILDCARE / FAMILY NEEDS COMMITTEE

1. If the parties agree to a childcare fund:
  - a. The name of the fund shall be "The Transport Workers Union, Local 100 / MTA New York City Transit Authority ChildCare Fund".
  - b. There shall be a total of four (4) trustees to act as fiduciaries of a joint trust fund. President of TWU Local 100 or his designee shall appoint two (2) trustees and the President of MTA New York City Transit or his designee shall appoint two (2) trustees. Each trustee shall have equal voting power. When necessary, the impartial contract interpretation arbitrator shall become the fifth trustee and break the deadlock by casting a tie-breaking vote.
  - c. The purpose of fund will be to provide and or procure childcare services for active employees represented by TWU Local 100. The parameters of the fund shall include:
    - an emergency childcare pilot program,
    - a voucher day care program,
    - a feasibility study of onsite and or offsite day care,
    - and other appropriate childcare programs to address employee needs.
  - d. TWU Local Local 100 shall select the Fund's Director, subject to the approval of the trustees appointed by MTA New York City Transit.
  - e. The trustees shall jointly engage in efforts to secure additional funding through government grants or from other sources for the purposes stated in (c) above.
2. The Family Assistance Program shall now be the Family and Member Assistance Program. If the parties agree to establish a child care fund, the two employees released to the program shall coordinate and assist with the Trustees and Director of the fund.
3. Within a reasonable period of time not exceeding one year after ratification, management shall develop a pilot training and education program on the prevention of workplace violence and work related sexual harassment. Management shall meet with two (2) union representatives to preview and discuss the pilot prior to implementation. These representatives shall meet once per year to discuss relevant issues.
4.
  - a. Should a TWU employee claim to be the victim of work related sexual harassment or workplace violence from another employee, management will conduct a prompt investigation into the claim. If management determines the claim to be valid, the victim will be reassigned, if feasible, to a shift, location, or job detached from the perpetrator upon request. If the victim does not request to be reassigned and if the harasser or victimizer is a TWU Local 100 employee, the perpetrator will be reassigned, where feasible, to a shift, location, or job detached from the complainant. Should the reassigned perpetrator pick future assignments resulting in close proximity with the complainant and, subject to the victim's request, the perpetrator will

be reassigned, where feasible, without a new investigation. Management will seek to implement similar reassignments related to sexual harassment and workplace violence for perpetrators from other employee groups where TWU Local 100 employees have been victimized.

- b. Employees reassigned as the result of committing work related sexual harassment or workplace violence shall forfeit any guarantees associated with the picked job or run from which reassignment was made and shall not be entitled to change of assignment penalties, tour change penalties, change of location penalties, shift change penalties or any other penalty payment related to the reassignment. An employee reassigned under this procedure shall be entitled to the full wages of the job to which he or she is assigned.
  - c. This provision shall not limit management's right to discipline the perpetrator under the disciplinary procedure.
- 5. With due consideration for operational requirements, management will make a best effort attempt to relay emergency family related messages on a timely basis. At a reasonable time after ratification, management shall develop specific procedures for implementation at the operational level.
  - 6. If the parties agree to health coverage for domestic partners, they shall be included in the definition of family for the purposes of bereavement under the same rules.
  - 7. This agreement is subject to the approval of the principals and a fully executed Memorandum of Understanding for the Transport Workers Union Local 100.

\_\_\_\_\_ Date \_\_\_\_\_  
**Lawrence Reuter**  
**President**  
**MTA New York City Transit Authority**

\_\_\_\_\_ Date: \_\_\_\_\_  
**Roger Toussaint**  
**President**  
**Transport Workers Union,**  
**Local 100**



ATTACHMENT E

SURFACE CONSOLIDATION

The Authority and the Union agree to the elimination of the artificial distinction between MaBSTOA and the Transit Authority. To that end, the parties agree as follows:

- 1) Effective 90 days after final ratification all impediments to the free movement and commingling of equipment and personnel between MaBSTOA and Transit Authority shall be eliminated except as modified herein or by agreement of the parties.
- 2) Effective that same day, all contractual pay and work practices at MaBSTOA shall be standardized at the Transit Authority level, provided, however, incumbents of MaBSTOA as of December 16, 2002 shall continue to accrue vacation and holiday pay under the rules in effect on December 15, 2002. Incumbent MaBSTOA employees covered by the MaBSTOA disability plan on December 16, 2002 shall continue such coverage until December 15, 2005 at which point such coverage shall terminate. Similarly, assault pay for incumbent MaBSTOA employees shall be continued but limited to the average use experience but in no event less than 18 months. This provision will terminate on December 15, 2005. Any MaBSTOA employee currently on assault or extended absence due to a work-related or non work-related injury or illness shall continue under the rules in effect on December 15, 2002.
- 3) Employees hired after the effective date of this agreement will be hired in the same ratio as the prior three-year average (Civil Service/Non-Civil Service Ratio). The ratio shall be established for each covered title.

The parties recognize that the transition from the current system to a seamless bus system will require additional good faith discussions between them. These discussions will include important areas of concern to the Union such as comfort issues. The Employer will approach these issues with respect and appropriate flexibility. Current MaBSTOA pick practices will be continued. Maintenance division shapeup will apply in TA and OA. Employees in OA Surface may bank AVA's that fall on a RDO, holiday, birthday or vacation. The Union shall establish the seniority system to be used in picks. These discussions will conclude no later than 90 days after final ratification.

The foregoing provisions do not apply to the clerical unit.



Attachment  
F

**Department of Buses  
Transportation Division  
Accident Review System**

**In full settlement of all issues raised by the union and management, the following has been agreed to subject to the agreement of principals.**

The purpose of this program is to establish a process for the review of accidents focusing more on improving bus operator performance as a means of accident avoidance and reduction. This procedure replaces the disciplinary procedure currently in place for preventable accidents and also replaces the OA safety committee as specified in section 6.2.F(1) of the collective bargaining agreement.

Commencing no later than ninety days after the ratification of the collective bargaining agreement between TWU Local 100 and the New York City Transit Authority/Manhattan and Bronx Surface Transit Operating Authority, the following process will be used to determine the appropriate actions to be taken in the event of a preventable accident (except for probationary employees). This system is applicable to the Transit Authority and the Operating Authority (hereinafter the Authority).

1.) All accidents will continue to be rated as preventable or non-preventable by the Department of Buses Safety and Training Division.

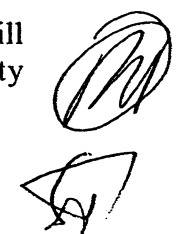
2.) For minor accidents, as defined by DOB Safety and Training Division, the following procedure will be utilized.

a) A DOB designated safety and training representative will rate the accident as preventable or non-preventable.

b) If the minor accident is rated preventable, the Safety and Training Representative will review the bus operator's driving record using a rolling 12-month period based upon the date of the current accident. If the operator has no other preventable accidents during this period, the current accident will be referred to the Division Safety and Training Superintendent.

c) The Division Safety and Training Superintendent for the operator's depot, in the presence of the employee's depot union Chairman of Transportation, will review the accident with the operator. The safety superintendent may change the original rating based upon information the operator and/or the union provides at these reviews. If this accident is deemed preventable at the conclusion of this review, no discipline will be attached to that minor accident.

d) Accident reviews will be conducted at the bus operator's home depot and will be conducted on the employee's own time. This review process replaces the OA safety committee as specified in section 6.2.F (1) of the collective bargaining agreement.





Page Two  
Accident Review System

e) If the operator has no other preventable accident in the 12-month rolling period preceding the instant accident, the superintendent will determine whether this review is sufficient to assist the operator in preventing future accidents.

f) If the safety superintendent determines that re-training is necessary, the operator will be sent for retraining. The Safety and Training Division will determine the extent of the retraining.

g) The rating of the safety superintendent for minor accidents not referred for discipline under this section is not subject to further review.

4.) If the operator has one or more preventable accidents in the 12-month period preceding the current accident, the current accident will be rated by the designated DOB Safety and Training Representative who will determine if the accident is preventable or non-preventable.

a) If the designated DOB Safety and Training Representative determines the accident is preventable, the accident will then be referred to the General Superintendent of Transportation (or his/her designee) at the Bus Operator's depot who will conduct a Step I hearing.

b) If the General Superintendent upholds the preventable accident, he/she will assess the appropriate discipline based upon the progressive disciplinary system in the safety track. (Again, the progressive system is only applicable to minor preventable accidents).

c) The bus operator and/or the union may accept this determination or appeal it directly to arbitration. Such appeal must be within five days of the close of the Step I hearing. Failure to appeal will be deemed as acceptance of the charge and penalty. All appeals must be in writing.

5) For major accidents, the designated DOB Safety and Training Representative will rate the accident as preventable or non-preventable.

a) If the accident is rated preventable, the accident will be referred to the General Superintendent of Transportation (or his/her designee) at the Bus Operator's depot who will conduct a Step I hearing.



b) If the General Superintendent upholds the preventable accident, he/she will assess the appropriate discipline in the safety track based upon the specific facts of the case.

c) The bus operator and/or the union may accept this determination or appeal it directly to arbitration. Such appeal must be within five days of the close of the Step I hearing. Failure to appeal will be deemed as acceptance of the charge and penalty. All appeals must be in writing.

6) The following arbitration procedure will be utilized for preventable accidents.

a) The arbitrator for a particular date will be selected from a rotating panel of arbitrators mutually selected and paid for equally by the parties. The arbitrators who serve on this panel must attend training in preventable accidents at the Department of Buses Training Center. The Authority will determine the length of this training. The Union may have a representative present during this training.

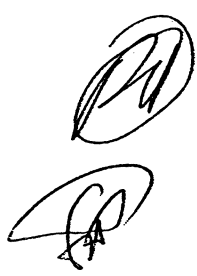
b) Arbitration will be held with sufficient regularity so that no case pending arbitration can remain unheard for a period greater than 90 days from the date of rating of the accident. Cases involving pre-disciplinary suspension will be scheduled within 20 days from the date the Authority receives the step one appeal. Where cases consistently take a longer time, the parties agree to meet to try to resolve the delays.

c) The Arbitrator will render his/her decision as expeditiously as possible and in no case later than 15 days after the conclusion of the hearing. In cases involving pre-disciplinary suspension, the panel must render a decision within five days.

d) Cases with penalties of ten (10) days or less will follow an expedited process. In this procedure, each side has ½ hour to present their case with an extra ½ hour permitted for an additional witness.

e) If a Bus Operator is pre-disciplinary suspended, the B/O will be permitted to work in a non-passenger service capacity until the 1<sup>st</sup> adjourned date unless the Authority adjourns the case.

f) All other rules regarding Arbitration which are outlined in section 2.1 of the collective bargaining agreement will apply.

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Page Four  
Accident Review System

7) Minor accidents described in paragraph two (2) above which have been deemed preventable, have no discipline attached, and fall outside of the 12-month rolling period commencing on the date of the current accident being reviewed will not be considered towards discipline nor will they effect any promotional opportunity or ERP safe driving awards.

8) As soon as is practicable after the ratification of the collective bargaining agreement, the Department of Buses Safety and Training Division will review all the outstanding preventable accident disciplinary cases using the criteria outline in this review system. The Authority will incur no hearing pay liability for accident cases for which discipline is withdrawn as a result of the review based upon this system.

9) a) Major Accidents include, but are not limited to, accidents involving fatalities, knockdowns of pedestrians or dragging a pedestrian, gross negligence, property damage greater than \$15,000, resulted from reckless driving etc.

b) Minor Accidents include, but are not limited to, accidents involving damage to property of \$15,000 or less, minor injury, minor damage to bus or property.

c) The parties will meet to discuss the definition of the terms minor accident and major accident. Unless otherwise agreed, the Authority's definition of major and minor will apply. The determination by the Authority that an accident is major or minor is reviewable by the arbitrator.

10) The parties will meet to discuss the guide to preventability utilized by the Authority in rating accidents. These discussions will not in any way abrogate the Authority's right to determine the manner in which accidents are rated preventable or non-preventable.

11.) Discussions concerning the accident prevention pilot program, specified in the 1999 MOU, will continue.



Page Five  
Accident Review System

This divisional package is subject to an entire agreement on a successor agreement for the Transport Workers Union, Local 100.

This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2002.

For MTA NYC Transit

For Transport Workers Union, Local 100

\_\_\_\_\_  
Millard L. Seay                      Date  
Sr. Vice President, Buses

\_\_\_\_\_  
Amin Khan                              Date  
Vice President, TA Surface

\_\_\_\_\_  
Ralph J. Agritelley                      Date  
Vice President, Labor Relations

\_\_\_\_\_  
Connie Friel                              Date  
Vice President, MaBSTOA

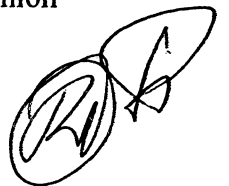
\_\_\_\_\_  
Roger Toussaint                      Date  
President, TWU, Local 100



ATTACHMENT **G**  
**Safety Procedures**  
**Memorandum of Understanding**

In full settlement of all issues raised by Union and Management, the following has been agreed to by the parties subject to the approval of the principals:

1. Management agrees that departmental safety representatives will not implement or publish new safety policies without prior approval of the Office of System Safety.
2. The Union may request its own safety expert be present on Transit property to review a safety issue. In order to do so, the Union must give sufficient notice and demonstrate that the consultant is qualified as a safety expert in the appropriate field. Management agrees that access will not be unreasonably withheld with the Unions understanding that the request or the presence of the expert on the property cannot be utilized to stop or interfere with the work that has been deemed by Management to be safe. This provision shall not be applicable in those situations where an outside agency, such as the Department of Labor, PTSB, or NTSB, is or will be performing an independent investigation.
3. TWU Local 100 will receive the same telephonic call-in data which has been provided to NYC Transit's Department of Law, which includes the name of the employee, pass number, the Responsibility Center number, and a brief description of the accident.
4. NYC Transit will provide the following reports to TWU Local 100 Safety Department when issued:
  - Board of Inquiry Reports / Notice of Hearing
  - TA Committee Reports
  - COLDER (Collision Department)
  - Annual Summary of lost time accidents
  - Quarterly Near Miss Reports
  - Monthly fire report
  - DOSH 900
  - Exposure Assessment Surveys
  - Outreach Program Report
  - Product Evaluations
  - Asbestos and Lead Placards
  - Monthly Loss Time statistic book
  - Hazard Assessments
  - Timely Notification of accidents by Command or Control Center or Reporting Desk
5. The Union will be provided with an opportunity to review and comment on new and revised policy instructions prior to their issuance. The Union will be permitted to preview and comment on newly proposed safety training program content. The Union



agrees to provide its comments within a reasonable time period. This paragraph is not intended as a waiver of the Union's legal or other rights.

6. Safety issues related to substantial new projects in the Department/Division can be reviewed at the request of the Union at the monthly divisional safety committee meetings or as required. Management will give notice of such projects.
7. Section 1.9A shall be written to read: "The Authorities agree to continue to provide adequate, clean, safe and sanitary working conditions, in conformance with the standards of applicable law."
8. For the term of this contract, the following pilot program will be implemented:
  - a) An employee/gang that believes that he/she is being asked to perform a task that is in violation of the departmental or applicable Authority-wide safety rules or applicable law has the right to challenge the decision of the immediate supervisor. The challenge must be in writing on a form provided by NYC Transit and must identify the rule or standard that was violated. NYC Transit supervisors will carry such forms.
  - b) The supervisors must respond/resolve the issue in writing on the form. If the response/resolution is acceptable, the issue is resolved and both must sign the resolution.
  - c) If an employee/gang does not agree with the supervisor's response/resolution a manager must be contacted to review the issue and determine who is correct. The Union will also be notified. If the employee/gang refuses the manager's decision, appropriate action may be taken against the employee(s).
  - d) If the supervisor/manager fails to correct a valid safety condition, appropriate action will be taken against the supervisor/manager.
  - e) The form must be turned into a departmental review team and the TWU Safety Department for quarterly evaluation.
9. The parties agree to work together to ensure that the monthly safety walk arounds and/or meetings take place in accord with Section 1.19. It is the intent of the parties to achieve at all levels interface and cooperation between Union and Management concerning safety related issues.

This Divisional package is subject to an entire agreement on a successor agreement for the Transport Workers Union, Local 100.

For Transport Workers Union, Local 100

For MTA NYC Transit

\_\_\_\_\_  
Roger Toussaint, President      Date

\_\_\_\_\_  
Lawrence G. Reuter, President      Date



ATTACHMENT H

**Apprenticeship/Training/New Technology Committee  
Apprenticeship Program**

1. Expand the current apprenticeship pilot as follows:

DCE	20
Lighting	10
Carpentry	8
Plumbing	6
E&E	10
V&D	6
HVAC	6
Power	10
<u>Signals</u>	*

96 total per year by the end of agreement\*\*

\*\*This does not include the 10 yearly apprenticeship positions agreed upon in the Metrocard working conditions.

2. The number of apprentices or the ratio of apprentices to maintainers within each craft may be modified by mutual agreement of the parties.
3. Apprentices may come from the following sources:
  - a. Priority will be given to existing employees (especially Helpers, Cleaners, and Traffic Checkers) with appropriate education, skills or trade background
  - b. Area trade school graduates (if existing employees under (a) have not filled the available slots).
  - c. Where skill and ability are relatively equal, seniority will prevail in the selection of apprentices.
4. In order to be considered, existing employees must have good work records. Those who are not chosen due to their work records will be given additional opportunities to participate in future years if their records improve. The Joint Apprenticeship Committee shall, among other things, establish criteria for determining acceptable work records.
5. The apprenticeship program shall be three years.
6. The following practices which currently exist in the pilot shall continue: Apprentices will be rotated through different work assignments within the craft to gain experience in as wide a range of duties as possible. In order to accomplish this they may be assigned to different shifts. The training may include classroom work and working

\* The parties agree that apprentices in signals shall be introduced as follows: 10 in the first year, 15 in the second year, 20 in the third year, and 20 per year thereafter.



side-by-side with maintainers assisting with and performing regular work assignments.

7. Those employees who participate in the program but do not pass the training will be eligible to return to their previously held title.
8. The parties agree to petition one or more local trade schools to establish programs for less skilled employees at NYC transit to help them to become eligible to participate in the apprenticeship program. The employees will participate in such a program on their own time and at their own expense, subject to the agency proposal on the training fund.
9. The contents of the apprenticeship program will be reviewed and discussed in the Joint Apprenticeship Committee.
10. The Joint Apprenticeship Committee will determine the qualifications (i.e., training, education and experience) for entry into the Program.
11. Employees who enter into the program will retain their current rate of pay, if greater than the entry level apprenticeship rate, and will be entitled to the general wage and progression increases of their former title until such time as the apprenticeship rate becomes higher than such rate or they move into the higher title.

This agreement is subject to an entire agreement on a successor contract for the Transport Workers Union, Local 100.

For MTA NYC Transit

For Transport Workers Union, Local 100

Ralph J. Agritelley, Vice President, OLR

Roger Toussaint, President, TWU Local 100




ATTACHMENT 1

**NEW TECHNOLOGY**

On a semi-annual basis the President of Local 100, the President of the Authority, and appropriate Executive Staff will meet to discuss issues of significant technological importance. Issues of significant technological importance include, but are not limited to, projects such as CBTC, hybrid buses and second generation Automatic Fare Collection. This meeting shall be held exclusively for these purposes. It is the intent of the parties to engage each other on the impact of such technology on the workforce such that employees may enjoy the benefits of any advancements as well as be appropriately prepared and trained.


The Authority will provide the union with appropriate documentation and information sufficient to permit the Union to adequately understand the parameters of the changes or significant technological advancements the Authority is considering. It is also intended that the notification will be given sufficiently in advance of such meetings in order to provide the Union the opportunity to review and analyze the technological issues being considered by the Authority



**Medical Appeal Procedures**

In full settlement of all the issues raised by the Union and Management, the following has been agreed to subject to the approval of the principals.

For all cases not involving injury-on-duty (IOD) conditions, Sections 2.1D and 6.2D (MaBSTOA) provisions of the Collective bargaining agreement will be replaced with the following:

- An employee who disagrees with an Occupational Health Services (OHS) work status determination based upon a non-IOD medical condition may appeal such determination by filing a notice of appeal on a form provided by the Authority. The completed form, with doctor's statement, must be transmitted to the Medical Director, Occupational Health Services. An appeal must be received by OHS while the disputed work status is still in effect in order for it to be processed for Tripartite Panel Review. The appeal will be reviewed by the Medical Director. A work status issue that is resolved in the employee's favor without the necessity for Tripartite Review will entitle the employee to restoration of sick leave used during the period of the disputed work status, provided that the employee took reasonable steps to timely provide medical information necessary for OHS to resolve the issue in the employee's favor and it is reasonable to conclude that the employee's medical condition did not change in the interim. The determination of whether an employee took such reasonable steps and whether or not the employee's medical condition changed in the interim shall be decided via the expedited arbitration procedures in Section 2.1B of the collective bargaining agreement used to resolve shortage, differential and sick leave disputes). In no event shall an employee be entitled to any restoration of leave and/or pay for any period preceding ten (10) days from the date of receipt of the appeal form by OHS.
- Timely appeals that are unresolved as described above will be decided by a Tripartite Panel of Physicians (hereinafter, "the Panel").
- The panel shall be made up of 3 physicians, one chosen by the Union, one chosen by Management and a third chosen by those two physicians from a list of neutral physicians who are mutually selected by the parties. The panel will meet as frequently as necessary to ensure expeditious processing of appeals. The panel's review will include:
  - A medical record review, including each party's submission.
  - An oral presentation at either party's option.
  - The panel will have the authority to direct the employee to undergo additional examination(s) and order any diagnostic tests deemed necessary. The cost of such additional testing will be shared equally between the parties.
- Within five (5) business days of receipt of the appeal by OHS, the Union will be provided a copy of the employee's OHS medical record. The matter will be scheduled for review by the panel within two (2) weeks of transmission of the medical record to the Union. The location and time of the panel meeting will be mutually agreed upon between the Neutral Physician, the Authority's Physician and the Union's Physician. If at the panel meeting it is determined that the employee requires a physical examination by the neutral physician, another physician or that diagnostic or other tests are required, such examination or testing shall be promptly scheduled (contemplated as within a week of the determination of the need for such additional examination/testing). The panel meeting will be permitted to be conducted via conference call, if required in order to ensure a prompt scheduling, review and decision. Where additional medical evidence is gathered following the initial meeting, it will be received by the neutral physician and shared with the respective parties' members. 

- Within one week of the meeting described above, or where additional medical evidence was sought, within one week of its receipt by the panel, the panel shall make its determination by majority vote. The decision will be rendered in writing by the Neutral Physician.
- The decision of a majority of the panel will be final and binding and not subject to arbitral review. The majority decision must:
  - be consistent with NYC Transit's medical standards/job profiles
  - give a diagnosis and work status in the employee's title
  - not add to, delete from, or modify any of the provisions of the Agreement, written rules of NYC Transit, Policy/Instructions, relevant statutes or NYC Transit's medical standards
- All fees of the neutral physicians will continue to be divided evenly between NYC Transit and the Union. Fees of the physicians selected to represent the Union and NYC Transit will be the responsibility of the respective party.
- Where TWU identifies a Transit-promulgated medical standard (1) that it contends is unreasonable based upon current medical practices or procedures or (2) that does not contemplate a physician's discretion in making a fitness for duty determination in a particular title and the Union believes that the standard should be modified to permit discretion on a case-by-case basis, it will identify the particular standard, in writing, and give notice to NYC Transit. NYC Transit will meet with the Union to review its concern. If NYC Transit disagrees with the Union's position, the dispute will be submitted to a Tripartite Panel made up of a representative of Transit, one from the Union and an agreed upon neutral medical expert. The decision of the majority of the panel concerning that specific standard shall be binding on the parties. It is understood that the panel decision will not be retroactively applied to appeals decided prior to any modification of the applicable standards.
- When an employee has a medical appeal, the resolution of which could be affected by a pending appeal of a medical standard, the time frames set forth herein can be suspended.
- The parties agree to meet within twenty days of the execution of this agreement to determine whether the category of injury-on-duty cases that are currently subject to appeal can be appealed through this newly agreed upon process or will continue to be processed through current procedures.
- The parties shall make every effort to implement the terms of this agreement on or before April 3, 2003. In the interim, the existing procedures shall continue. Further, pending completion of the determination concerning IOD medical appeal cases, the existing procedures shall remain in effect.

**This agreement is subject to an entire agreement on a successor agreement for the Transport Workers Union, Local 100.**

**For MTA NYC Transit**

**For Transport Workers Union, Local 100**

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**Notice of Medical Appeal to Tripartite Panel**

Name \_\_\_\_\_ Pass \_\_\_\_\_ Title \_\_\_\_\_

OHS/WCD Work Status as of date of date of Medical Appeal \_\_\_\_\_ (RW, NW)  
[RW=Restricted Work; NW=No Work]

Date disputed work status first determined by OHS: \_\_\_\_\_

I hereby dispute the  medical condition and/or  the work status that OHS has determined. I hereby request that this dispute be submitted to a Tripartite Physician Panel for review and determination. I hereby authorize the release of my OHS medical record to TWU Local 100.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
City, State, Zip Code

**To be completed by Employee's Physician: [Statement of Dispute and Medical Condition]**  
**[Please attach any relevant medical evidence, including diagnostic test results, medical history, etc. in order to assist the Tripartite Panel in making its determination.]**



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\_\_\_\_\_  
Physician Signature

\_\_\_\_\_  
Dated

Date Appeal Received By Occupational Health Services (OHS): \_\_\_\_\_

\_\_\_\_\_  
OHS Representative

ATTACHMENT **K**

**Bargaining Unit Protection  
Memorandum of Understanding**

In full settlement of all issues raised by Union and Management, the following has been agreed to by the parties:

1. As part of an ongoing, joint, cooperative effort to evaluate TWU Local 100 proposals to have maintenance, repair, reconstruction or construction work performed by in house forces, the parties agree to convene, at least annually, a labor-management committee meeting. The parties recognize that in-house performance of certain projects has been demonstrated to be comparable to similar work that has been contracted out. The purpose of the committee is to study bringing more work in-house.
2. The parties agree to engage in this joint, cooperative effort to afford the TWU Local 100 the opportunity to present proposals to Transit for keeping or bringing work in-house. The parties agree that Transit will provide information reasonably necessary to the formulation of such proposals, such as Transit or market estimates of the cost of acquiring vehicles, equipment and facilities. Subject to funding requirements, the parties agree to use the incremental method for calculating overhead costs applied to TWU Local 100 proposals for utilizing in-house forces.
3. The parties agree that Transit's acceptance or rejection of any TWU proposal shall not be subject to the grievance procedure and cannot be utilized in any subsequent grievance hearing or litigation. In agreeing to such a committee, both parties are reserving their full rights pursuant to the current collective bargaining agreement language.
4. All information concerning projects which the TA is considering farming out shall be provided to the Union at least 30 days in advance of a request to submit a Request For Proposals or other solicitation. Upon the request of the Union, the TA shall meet within one week to describe the project and answer questions that Union representatives may have about the project.



This package is subject to an entire agreement on a successor agreement.

For: Transport Workers Union, Local 100

For: MTA NYC Transit

\_\_\_\_\_  
Roger Toussaint, President                      Date

\_\_\_\_\_  
Lawrence Reuter, President                      Date



SIDE LETTER OF AGREEMENT

This will confirm our understanding with respect to paragraph 4(a) on the Attachment concerning Child Care/Family Needs that it is the Authorities' intention to insure that determinations and investigations regarding sexual harassment are made by personnel appropriately trained in that field.

\_\_\_\_\_  
Roger Toussaint

\_\_\_\_\_  
Gary J. Dellaverson

December 16, 2002

Handwritten initials or signature, possibly "RD" or "GJ", written in black ink.

SIDE LETTER OF AGREEMENT

This will confirm our understanding with respect to the December 16, 2002 Memorandum of Understanding:

In connection with the provision of the Miscellaneous Provisions entitled "Days of Payment/Sealed Envelopes" and the Attachment concerning "Surface Consolidation," the parties agree that if the Authorities wish to unify the pay date after Consolidation, the principals will discuss this issue further.

\_\_\_\_\_  
Roger Toussaint

\_\_\_\_\_  
Gary J. Dellaverson

December 16, 2002

Handwritten initials and a signature in the bottom right corner of the page. The initials appear to be "BT" inside a circle, with another signature below it.

## SIDE LETTER OF AGREEMENT

This will confirm our understanding with respect to the December 16, 2002 Memorandum of Understanding:

1. In the event that ratification of the Agreement fails, none of the provisions of the Agreement or of the accompanying Departmental Agreements may be introduced in any interest arbitration proceedings on the contract to be effective December 16, 2002.
2. The Preambles which appear in various places in the Agreement and the accompanying Departmental Agreements which read "in full settlement of all issues raised" are not intended to preclude further appropriate discussion in the subject areas to which they relate.

\_\_\_\_\_  
Roger Toussaint

\_\_\_\_\_  
Gary J. Dellaverson

December 16, 2002

Handwritten signature and initials, possibly "BA" and "D", enclosed in a circle.



SIDE LETTER OF AGREEMENT

This will confirm our understanding with respect to the Attachment concerning Apprenticeship Program it is the consensus of the parties that the existing structure of the Apprenticeship Program shall be re-invigorated to provide for mutuality and joint decision-making.

\_\_\_\_\_  
Roger Toussaint

\_\_\_\_\_  
Gary J. Dellaverson

December 16, 2002

Two handwritten signatures are located in the bottom right corner of the page. The top signature is a circular scribble, and the bottom signature is a more fluid, cursive scribble.

12

1. The first part of the document is a letter from the Secretary of the State to the Governor, dated 12th March 1870. It contains a report on the progress of the work done during the year 1869.

2. The second part of the document is a report on the work done during the year 1869, prepared by the Secretary of the State. It contains a detailed account of the various departments of the State, and the work done in each of them.

3. The third part of the document is a report on the work done during the year 1869, prepared by the Secretary of the State. It contains a detailed account of the various departments of the State, and the work done in each of them.

4. The fourth part of the document is a report on the work done during the year 1869, prepared by the Secretary of the State. It contains a detailed account of the various departments of the State, and the work done in each of them.

5. The fifth part of the document is a report on the work done during the year 1869, prepared by the Secretary of the State. It contains a detailed account of the various departments of the State, and the work done in each of them.

6. The sixth part of the document is a report on the work done during the year 1869, prepared by the Secretary of the State. It contains a detailed account of the various departments of the State, and the work done in each of them.

**RTO**  
**Memorandum of Understanding**

In full settlement of all issues raised by Union and Management, the following has been agreed to by the parties subject to the approval of the principals:

**I. RDO Swaps**

Management agrees to allow Train Operators, Conductors and Tower Operators to swap RDOs with the following understanding:

- employees swap both RDO's for the week;
- the employee agreeing to the swap must be already be qualified to cover the job of the employee requesting the swap;
- both employees involved in the swap must work the same tour of duty;
- both employees agree to accept the actual pay associated with the job worked – one may have a penalty job and the other doesn't; one may have a yard job, etc.;
- no swapping RDO's on recognized NYCT holidays;
- each employee is allowed to initiate three (3) swaps per pick and each employee can be the recipient of three (3) swaps per pick;
- if an employee agrees to a swap and calls in sick on his assigned day, doctors' lines are required for payment of the sick day;
- requests for swapping are required in the Crew Assignment Section (CAS) at least 10 calendar days prior to the RDO swap request;
- subdivision "A" will allow 20 swaps per week – 10 Conductors and 10 Train Operators;
- subdivision "B" will allow 30 swaps per week – 10 Conductors and 20 Train Operators;
- subdivision "A" will allow 1 swap per week for Tower Operators;
- subdivision "B" will allow 2 swaps per week for Tower Operators;
- no absentee codes (017, 020, etc.) will be granted for the agreed-upon swap days;
- both employees involved in the swap are responsible for submitting the form to the CAS by the 10-day deadline;
- employees must call the CAS at least seven (7) days prior to the swap to verify that the swap was approved.

Management's decision in allowing swaps is not subject to the grievance procedure.

**II. Request for Days Off/Timeclocks**

- It is understood that an employee must submit a written request for days off no more than 30 days and at least ten days prior to the desired day. Such requests

may be granted, in accordance with operational need, and on a "first come" basis.

- Management will provide four (4) timeclocks to accommodate the written request. One clock will be located in Manhattan; one in the Bronx; one in Brooklyn and one in Queens.
- Employees may continue to mail in requests, however a clocked in request will take precedence over a mail in request.
- It is understood that employees are not entitled to be paid for time used to request time off.
- It is understood that Management's determination in granting time off pursuant to this provision is not subject to the grievance procedure.

### III. Docket Numbers for Sick Leaves

Management agrees to provide docket numbers when RTO employees call in sick. This will prove time of call. The Docket Number will be used for sick calls and for calls in and out of the house.

It is understood that all other provisions of §2.6 of the collective bargaining agreement have full force and effect.

### IV. Jury Duty

Management agrees to amend §2.8 of the collective bargaining agreement for the Division of RTO only to allow employees who are on jury duty but are relieved from service to work their regular picked assignment while on jury duty leave with the following conditions:

- employees must notify the CAS with sufficient time to have the CAS schedule the employee. It is understood that no employee is entitled to work a tour that provides insufficient rest or violates the Department's hour of service rules;
- employees must request to be placed in their regular picked assignment.

It is understood that all other provisions of §2.8 have full force and effect.

### V. Creation of Committee to Study Recovery Time

- The parties agree to establish a committee that will meet periodically to review and study issues involving terminal recovery time with the goal of reviewing the appropriateness of existing schedules.

It is understood that no additional release time will be utilized relating to this committee.

This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2002.

This Divisional package is subject to an entire agreement on a successor agreement for the Transport Workers Union, Local 100.

For MTA-NYC Transit  
Division of Subways

For Transport Workers Union, Local 100

*Nathaniel Ford* 12/16/02  
\_\_\_\_\_  
for Nathaniel Ford Date  
Chief Transportation Officer, RTO

*Tim Schermerhorn* 12/16/02  
\_\_\_\_\_  
for Tim Schermerhorn Date  
Vice President, RTO

*Ralph J. Agritelley* 12/16/02  
\_\_\_\_\_  
Ralph J. Agritelley Date  
Vice President, Labor Relations

SECURITY - NYCTA

In full settlement of all the issues raised by the Union and Management, the following has been agreed to subject to the approval of the principals.


- Management will ensure that TPPA's receive appropriate training regarding their duties during a heightened state of security.
- Current AVA maximum of six (6) days' accrual will be increased to eight (8) days for employees with fifty percent (50%) or greater of their potential sick leave balance as herein described. Commencing with the first full leave year following ratification of this agreement, employees who have taken six (6) days of sick leave or fewer in the prior leave year will be permitted to accrue two (2) additional AVA days during the succeeding leave year. Thereafter, each year where an employee uses six (6) or fewer sick leave days in the leave year, the employee will be permitted to accrue two additional AVA days in the succeeding leave year up to a total accrual limit of ten (10) AVAs. This provision shall not apply to any employee who did not accrue the full twelve (12) sick leave days in the leave year being reviewed. An employee who does not have the maximum number of AVAs in his/her bank will be allowed to replenish up to his/her maximum at any time.


This Divisional package is subject to an entire agreement on a successor agreement for the Transport Workers Union, Local 100.


This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2002.

For MTA-NYC Transit  
Division of Security

For Transport Workers Union, Local 100

  
John A. Jimerson      Date  
Chief of Security

 12.16.02  
Neil Persaud      Date  
Vice President, Car Equipment

 12/16/02  
Ralph J. Agritely      Date  
Vice President, Labor Relations

**SECURITY - MaBSTOA**

In full settlement of all the issues raised by the Union and Management, the following has been agreed to subject to the approval of the principals.

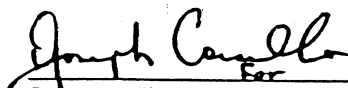
- Each TPPA will be provided, without cost to themselves, approved safety work shoes. It is understood that these shoes are part of the uniform.
- The parties agree that the Division of Security will select and assign extra list employees.

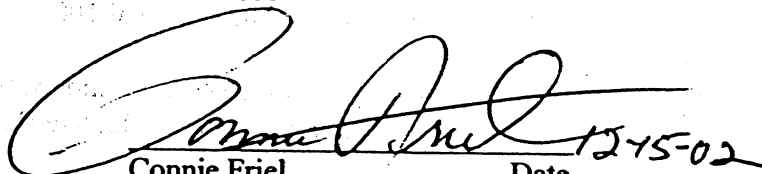
This Divisional package is subject to an entire agreement on a successor agreement for the Transport Workers Union, Local 100.

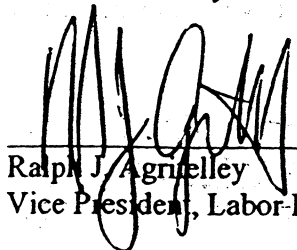
This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2002.

For MTA-NYC Transit  
Division of Security

For Transport Workers Union, Local 100  
MaBSTOA

  
\_\_\_\_\_  
John A. Jimerson      Date 12/15/02  
Chief of Security

  
\_\_\_\_\_  
Connie Friel      Date 12-15-02  
Vice President, MaBSTOA

  
\_\_\_\_\_  
Ralph J. Agnietelley      Date 12/16/02  
Vice President, Labor-Relations

Department of Buses  
Transportation Division

In full settlement of all issues raised by the union and management, the following has been agreed to subject to the agreement of principals.

1. The language in the contract concerning run and work scheduling procedures for bus operators shall be amended as follows:

When a new run or work schedule is prepared, a copy thereof shall be given to the Union as soon as possible, and in no event less than twenty (20) days prior to the date set forth as the date on which it will be posted for pick.

2. The number of AVA days which a Bus Operator in MaBSTOA may bank in any given year will be increased from three (3) to four (4).

3. The stand-time provision which applies to MaBSTOA bus operator schedules will be applied to Transit Authority bus operator schedules.

This divisional package is subject to an entire agreement on a successor agreement for the Transport Workers Union, Local 100.

This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective 16 December 2002.

For MTA NYC Transit

\_\_\_\_\_  
Millard L. Seay Date  
Sr. Vice President, Buses

\_\_\_\_\_  
Ralph J. Agritoley Date  
Vice President, Labor Relations

12/16/02

For Transport Workers Union, Local 100

\_\_\_\_\_  
Amin Khan Date  
Vice President, TA Surface

\_\_\_\_\_  
Connie Friel Date  
Vice President, MaBSTOA

12/16

12-16-02





**New York City Transit**  
Department of Buses

December 16, 2002

Mr. Amin Khan  
Vice President, TA Surface  
80 West End Avenue  
New York, NY 10023

Mr. Thomas McKeown  
Chairman TA Maintenance  
80 West End Avenue  
New York, NY 10023

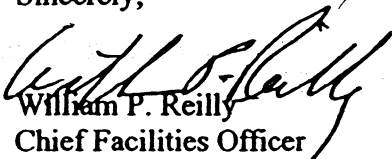
Re: Central Work Crew

Dear Messrs Khan and McKeown:

This letter confirms our agreement reached on 15 December 2002 relating to the Division of Facilities in the Transit Authority.

Prior to the next TA Plant and Equipment general pick, the DOB Division of Facilities will meet with the union to discuss the economic feasibility of creating a central work crew to perform S.O. functions on non-fixed equipment.

Sincerely,

  
William P. Reilly  
Chief Facilities Officer

cc: L. Reuter

Agreed:  10/17  
Amin Khan Date:

 12-16-02  
Thomas McKeown Date:

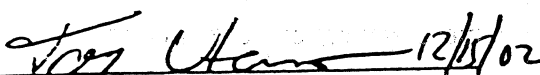
In full settlement of all the issues raised by the Union and Management, the following has been agreed to subject to the approval of the principals.

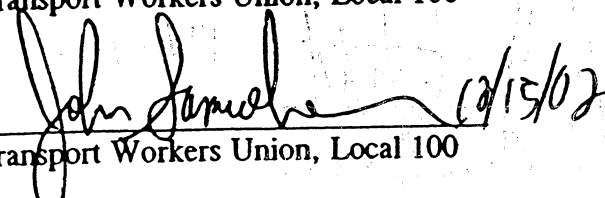
### MOW - Power Distribution

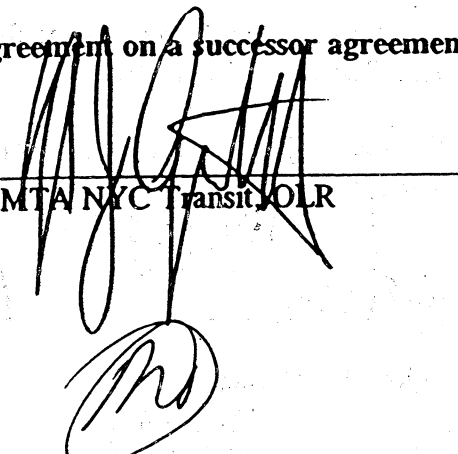
- Current AVA maximum of 6 days' accrual will be increased to 8 days for employees with 50% or greater of their potential sick leave balance as herein described. Commencing with the first full leave year following ratification of this agreement, employees who have taken 6 days of sick leave or fewer in the prior leave year will be permitted to accrue two additional AVA days during the succeeding leave year. Thereafter, each year where an employee uses 6 or fewer sick leave days in the leave year, the employee will be permitted to accrue 2 additional AVA days in the succeeding leave year up to a total accrual limit of 10 AVAs. This provision shall not apply to any employee who did not accrue a full twelve (12) sick leave days in the leave year being reviewed.
- The provisions of §3.7L of the collective bargaining agreement shall be made applicable to employees in Power Distribution.
- Employees are required to call in to the field office 2 hours prior to the scheduled start time of RDO overtime to determine if it is cancelled. There shall be no entitlement to any minimum hour guarantee for employees who do not call in as described above.
- The parties agree to a one year pilot concerning overtime distribution practices. During the one year pilot, where employees are currently canvassed for overtime on the basis of strict rotation without regard to overall hours worked, such employees will during the life of the pilot be canvassed based on total accumulated overtime hours at the time of the canvass, with the employee with the least accumulated hours being first canvassed. At the end of the one year period of canvassing in the manner described herein, either party may opt to end the pilot and return to the prior method of canvassing.
- The parties will discuss the feasibility of introducing a Quarter Day Vacation Usage Program similar to the pilot program agreed to in Power Group, based upon the success of the pilot in Power Group.
- For Power Distribution employees, Section 3.5(Q)(1) is amended to read as follows: "The Chairman, Power Distribution, will be furnished with a departmental list of hourly employee overtime of total hours worked the previous week. This list will be provided on a weekly basis."

This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2002.

This Divisional package is subject to an entire agreement on a successor agreement for the Transport Workers Union, Local 100.

  
Transport Workers Union, Local 100

  
Transport Workers Union, Local 100

  
MTA NYC Transit JOLR

12/15/02  
4:14 PM

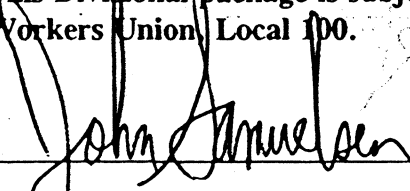
In full settlement of all the issues raised by the Union and Management, the following has been agreed to subject to the approval of the principals.

**MOW - Power Group**

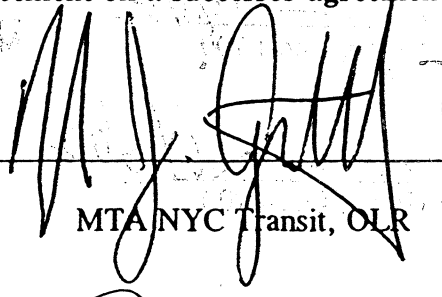
- Current AVA maximum of 6 days' accrual will be increased to 8 days for employees with 50% or greater of their potential sick leave balance as herein described. Commencing with the first full leave year following ratification of this agreement, employees who have taken 6 days of sick leave or fewer in the prior leave year will be permitted to accrue two additional AVA days during the succeeding leave year. Thereafter, each year where an employee uses 6 or fewer sick leave days in the leave year, the employee will be permitted to accrue 2 additional AVA days in the succeeding leave year up to a total accrual limit of 10 AVAs. This provision shall not apply to any employee who did not accrue a full twelve (12) sick leave days in the leave year being reviewed.
- **Quarter Day Vacation Usage Pilot Program:** At the beginning of the leave year, each employee will be permitted to designate one (1) day of vacation to be broken up into quarter (1/4) days. Subject to a quota set by management, employees may, with a minimum of two days' written notice to management, elect to take such leave in quarter days during the last two hours of their regularly scheduled tour of duty. On any day, no more than two hours of leave will be approved. Employees who are approved to take such leave during the last two hours of the tour of duty will be permitted to leave directly from the worksite. The above described pilot will continue for one full calendar year following ratification of the entire agreement. At the conclusion of that one calendar year, if per employee sick leave usage is not at least one day lower than at the end of the last calendar year, either party may, at its option, terminate the pilot. Upon termination of the pilot, unused quarter day vacation time will be cashed out. In the System Operation group this may only be used when employees rotate onto the day watch.
- The parties agree to establish a committee which will explore the feasibility of an alternate work week at Pitkin Yard. Such an alternate work week may consist of four days at ten hours per day. The labor management committee will identify issues and working conditions which may be affected by the alternate work week program. These include but are not limited to leave accrual and leave usage, overtime pay and regular days off. Prior to initiating such work program there must be a Stipulation of Agreement between New York City Transit and the Union.

This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2002.

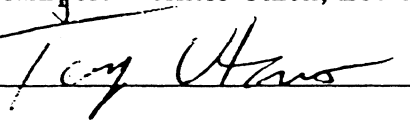
This Divisional package is subject to an entire agreement on a successor agreement for the Transport Workers Union, Local 100.

 12/14/02

Transport Workers Union, Local 100

 12/14/02

MTA NYC Transit, OLR

 12/14/02

Transport Workers Union, Local 100



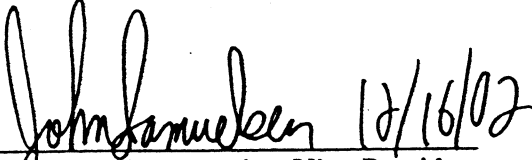
In full settlement of all the issues raised by the Union and Management, the following has been agreed to subject to the approval of the principals.

MOW - Track


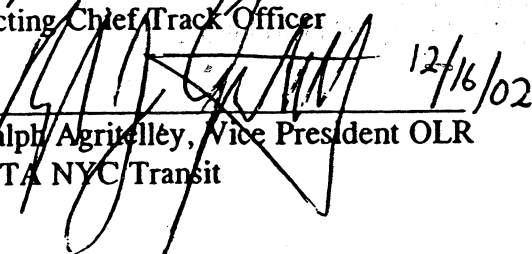
- Current AVA maximum of 6 days' accrual will be increased to 8 days.
- **Rodenticide:** The Authority will create one (1) TKW Specialist job (Rodenticide) at the TKW Specialist rate. Such job will be a distinct job on a pick. Transit will provide training for licensing examinations for individuals who pick such job. Individuals who do not pass the examination shall reimburse Transit for the cost of the training. Employees must be appropriately licensed to be eligible for these assignments. Individuals who successfully pick and are licensed shall be locked in to the job for three (3) years. Nothing in this agreement shall be construed to limit the Authority in assigning such work to other individuals as it has in the past.
- **RDO Swap Pilot - Linden Shop Fabrication:** As soon as practicable based upon the Authority's ability to implement computer programming to ensure compliance with FLSA requirements, a pilot program will be established to permit RDO swaps among employees in Linden Shop Fabrication. It is understood that such swaps must be within the same Sunday - Saturday payroll week; employees must be on the same tour of duty; each employee must sign off on form provided by Authority; employees must give at least one payroll week prior notice or 7 day pre-switch notice, whichever is greater; management will permit up to 2 swap events in one payroll week; failure to report for a swap assignment results in ban on future participation for one (1) year. It is expected that per employee sick leave usage at Linden Shop Fabrication will improve by one day over the year prior to the implementation of the pilot. The pilot shall continue for the term of the collective bargaining agreement.

This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2002.

This Divisional package is subject to an entire agreement on a successor agreement for the Transport Workers Union, Local 100.

  
John Samuelson, Acting Vice President  
Transport Workers Union, Local 100



 12/16/02  
Alfonse Wojcik  
Acting Chief Track Officer  
 12/16/02  
Ralph Agritellé, Vice President OLR  
MTA NYC Transit

REVENUE PROCESSING COORDINATORS  
MEMORANDUM OF UNDERSTANDING

In full settlement of all the issues raised by Union and Management, the following has been agreed to by the parties subject to the approval of the principals:

1. The workweek for Revenue Processing Coordinators will be increased from 35 to 40 hours with a commensurate increase in pay.
2. Revenue Processing Coordinators will be allowed two 10 minute breaks per day.

This Divisional package is subject to an entire agreement on a successor agreement for the Transport Workers Union, Local 100.

This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2002.

For MTA New York City Transit

For Transport Workers Union, Local 100

\_\_\_\_\_  
Thomas J. Savage  
Senior Vice President  
Department of MetroCard Operations

Date

\_\_\_\_\_  
Connie Friel  
Vice President

Date

\_\_\_\_\_  
Ralph J. Agitelley  
Vice President, Labor Relations

Date

12/16/02

12-16-02

**DIVISION OF STATIONS  
MEMORANDUM OF UNDERSTANDING**

In full settlement of all the issues raised by Union and Management, the following has been agreed to by the parties subject to the approval of the principals:

Cleaners:

1. Eliminate the \$50 annual shoe allowance. Management agrees to issue 2 pairs of shoes in 2003 and one pair a year each year thereafter.
2. Cleaners will be issued a total of 8 long sleeved shirts per year and may chose between any combination of the currently issued knit shirt and the turtleneck shirt currently available from the vendor.
3. All Cleaners will be issued knit caps
4. During snow emergencies, Cleaners must report on their first RDO at their selected reporting locations. Assignments during the first RDO are subject to the needs of the Division, and, may require holding Cleaners over for a maximum of 4 hours. Furthermore, Management reserves the right to require Cleaners to report on their second RDO only with the approval of Senior Management after consulting with the Union Vice President.

Station Agents:

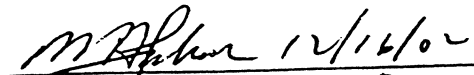
1. The \$1.00 per hour AFC differential shall be rolled into the base rate for all positions, now and in the future, that currently receive the rate.
2. Station Agents who are prevented from having at least 25 minutes for lunch will be allowed one-half hour extra pay at their regular rate provided the loss of lunch time is proved to the satisfaction of the Superintendent.
3. Management agrees to change the designation "Railroad Clerk" to "Station Agent" wherever it appears in the contract. However, it is understood that such change will in no way change the current meaning of the contract with regard to that title.

This Divisional package is subject to an entire agreement on a successor agreement for the Transport Workers Union, Local 100.

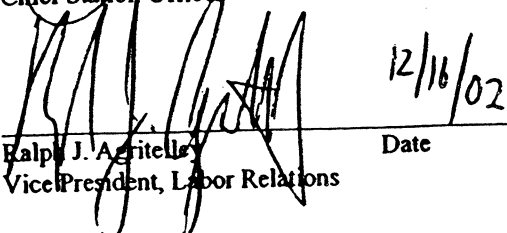
This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2002.

For MTA New York City Transit

For Transport Workers Union, Local 100

*for*  12/16/02  
Anthony Giudice  
Chief Station Officer Date

 12/16/02  
Darlyne Lawson  
Vice President Date

 12/16/02  
Ralph J. Agritella  
Vice President, Labor Relations Date

The Consolidated Electronic Shop at Woodside

In full settlement of the issues raised by the Union and Management, the following has been agreed to subject to the approval of the principals:

The parties agree to amend the Agreement between the New York City Transit Authority/MaBSTOA and the Transport Workers Union, Local 100, dated December 1, 1997, to include the amount of \$1.90 per hour paid to maintainers (heretofore paid as a differential) to be paid as part of the base hourly rate effective upon full ratification of this agreement.

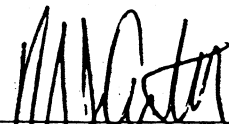
The parties also agree to amend the first paragraph of Section (7)(I) of the 1997 Agreement to have employees be able to pick their RDOs and shift. This amendment does not modify any other provisions of the 1997 agreement.

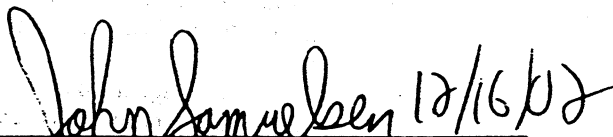
This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2002.

This Divisional amendment is subject to an entire agreement on a successor agreement for the Transport Workers Union, Local 100.

For MTA New York City Transit

For Transport Workers Union, Local 100

  
\_\_\_\_\_  
Gerald Provenzano      12/16/02  
Senior Vice President, TIS      Dated

  
\_\_\_\_\_  
John Samuelson      12/16/02  
Acting Vice President, MOW      Dated



**Memorandum of Understanding  
Division of Supply Logistics—Transit Authority**

In full settlement of all issues by the Union and Management, the following has been agreed to subject to the approval of the principals.

- 1) Coverage for holidays in Satellite Storerooms not selected at the vacation pick will be selected by seniority by the following:

Railroad Stock Workers Level II selecting either Bus, Subways North or Subways South will select their holidays by overall seniority within each of these three respective areas. Utility and Absentee Relief within these three areas will separately be used for coverage at no additional cost to Management. If all Utility and Absentee Relief are utilized the junior RRSWIs within each location will be assigned to holiday coverage at no additional expense to Management.

- 2) Employees shall be permitted to accrue up to eight (8) AVAs.  
3) The vacation schedule shall be changed to coincide with the calendar year.

This Divisional package is subject to an entire agreement on a successor agreement for the Transport Workers Union, Local 100.

This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2002.

For NYC Transit  
Division of Supply Logistics

For Transport Workers Union, Local 100

\_\_\_\_\_  
Edward J. Spellman                      Date  
Vice President, Supply Logistics

\_\_\_\_\_  
Darlene Lawson                      Date 12/16/02  
Vice President

\_\_\_\_\_  
Ralph J. Agritolley                      Date 12/16/02  
Vice President, Labor Relations





**New York City Transit**

December 15, 2002

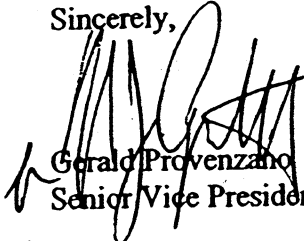
Mr. John Samuelson, Acting Vice President, MOW  
Transport Workers Union, Local 100  
80 West End Avenue  
New York, NY 10023

Re: New Technology Titles

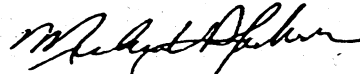
Dear Mr. Samuelson:

This letter will confirm that the parties agree that within two months of the full execution of the agreement, they will establish a committee to review the development of different levels within the Telephone Maintainer and Signal Maintainer titles. The Committee will discuss the working conditions and wage rates for the levels. The Committee will also review the wage rates and working conditions of the EEMs. The Committee will meet for one month and seek to reach a mutually acceptable agreement.

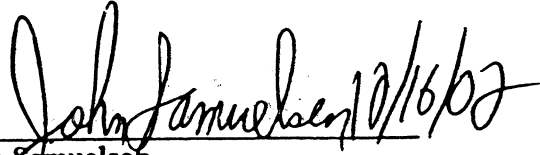
Sincerely,

  
Gerald Provenzano  
Senior Vice President, T.I.S.

cc: L. Reuter

  
Michael Lombardi  
Acting Sr. Vice President, Subways

Agreed to by:

  
John Samuelson  
Acting Vice President, MOW  
TWU, Local 100





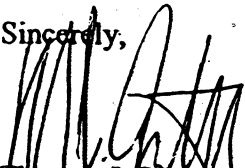
December <sup>16</sup> 14, 2002

Ms. Darlyne Lawson, Vice President  
Mr. Connie Friel, Vice President  
Transport Workers Union, Local 100  
80 West End Avenue  
New York, New York 10023

***Re: Increase in Weapons Training***

This is to confirm our conversation that Management will increase annual weapons training/firing range time for Collecting Agents from once a year to twice a year and will implement such training/range time increase as soon as practicable.

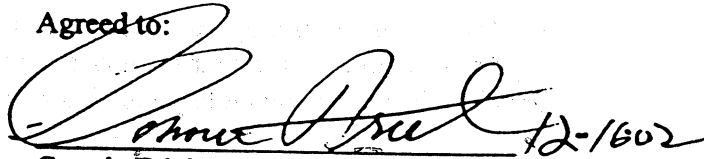
Sincerely,

  
to Thomas J. Savage  
Senior Vice President  
Metro Card Operations

Agreed to:

  
Darlyne Lawson 12/14/02

Agreed to:

  
Connie Friel 12-16-02

**Department of Buses  
Maintenance Department**

**In full settlement of all issues raised by the Union and Management, the following has been agreed to subject to the approval of the principals.**

1. The Authority agrees to expeditiously process proven employee payroll discrepancies.
2. In the event a maintenance employee is unable to be fitted with a work shoe by the vendor providing shoes on Authority property, the employee may purchase a pair of ANSI certified work shoes and will be reimbursed, upon the submission of proof satisfactory to the Authority, in an amount not greater than the average amount which the Authority pays for the shoe in that distribution year. The number of maintainers eligible for this exception will be capped at 10 percent of the total DOB maintenance employees. If the need for this exception reaches the 10 percent level, the Authority will review the matter to determine what problems, if any, which might exist and cause the high number of exceptions. The shoes distribution will take place during the third quarter.
3. The reimbursement for stolen tools in section 5.2.M (3) and 6.4.L (3) will be increased from \$300.00 to \$400.00.
4. The Authority will make a one-time payment to maintainers to purchase metric tools in the amount of \$200.00. This payment will be to maintenance employee incumbents required to purchase metric tools who are in title as of 1 January 2003. Section 5.2.M(5) and 6.4.L (5 ) will be eliminated from the contract.
5. The Authority will substitute the bib overalls and jacket specified in the 15 December 1999 MOU with a "Carhartt" Artic jacket or its equivalent. The jacket will have reflective markings and New York City Transit logos. The jackets will be distributed to DOB Maintenance employees on or before 1 October 2003.
6. Maintenance employees assigned to training at non-MTA locations will be paid at their regular rate and for the tour of duty assigned on those training dates. Employees will receive travel allowance pursuant to policy instruction 6.7.5.
7. The meal allowance will be increased to five dollars for the maintenance department of the Department of Buses only. The Union waives the right to grieve any and all past issues associated with emergency meal allowance in both the OA and TA.

**Department of Buses – Maintenance Department  
Pilot Program for Increasing Helper Maintainer Practical Skills**

In furtherance of sound labor relations, either party can choose to terminate the program through notification in writing to the other. Such notice of termination must be made at least thirty (30) days prior to the end of the year. Termination of the pilot project will not take effect until the end of the period. Among the criteria to be considered in determining whether the pilot is continued are the impact on employee availability, overtime and increased productivity.

The program would be designed to allow HM's and MHB's to perform the functions of assisting maintainers to perform tire changes both in the depot and on the road, winter operations (fire watch) and fire-watch (welder).

Helpers performing these functions will be paid a premium of \$.50 per hour while performing these functions.

The individuals would be trained in the performance of these functions and any equipment needed for these functions will be provided by the Authority.

and MHBs ~~AP~~ 12/16 CF RA  
It is understood that HMs assigned regularly to the tire changing assignment will be eligible to participate in the existing Productivity Incentive Program.

The parties agree to meet and discuss expansion of this program to increase employee eligibility.

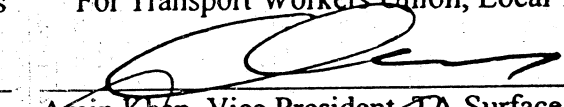
**This Divisional package is subject to an entire agreement on a successor agreement for the Transport Workers Union, Local 100.**

**This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2002.**

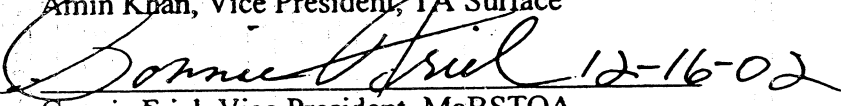
For MTA-NYC Transit – Department of Buses

For Transport Workers Union, Local 100

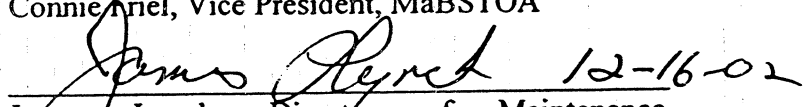
\_\_\_\_\_  
John P. Walsh, Chief Maintenance Officer

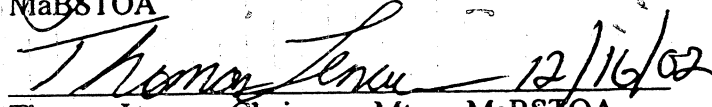
  
Amin Khan, Vice President, TA Surface

\_\_\_\_\_  
Joseph A. Smith, General Manager

  
Connie Friel, Vice President, MaBSTOA

  
Ralph J. Agritelley, Vice President, OLR

  
James Lynch, Director of Maintenance,  
MaBSTOA

  
Thomas Lenane, Chairman, Mtce., MaBSTOA

DEPARTMENT OF BUSES  
CURRENT TOOL LIST

QTY.	UNIT	DESCRIPTION OF TOOLS	COST	REMARKS
11	EA.	1/4" SQUARE DRIVE: STANDARD SOCKETS 5/32 TO 9/16"	\$18.99	CRAFTSMAN - 34434
1	EA.	1/4" SQUARE DRIVE: REVERSIBLE RATCHET	\$14.99	CRAFTSMAN - 43187
10	EA.	1/4" STANDARD DEEP 3/16 TO 9/16"	\$11.99	CRAFTSMAN - 34431
5	EA.	3/8" SQUARE DRIVE 6 8PT SOCKETS 1/4 TO 1/8"	\$39.00	SNAP ON UNLV F 308, F310, F312, F314, F3150
8	EA.	3/8" SQUARE DRIVE: 12 PT SOCKETS 3/16 TO 1/3 16"	\$19.99	CRAFTSMAN - 34461
3	EA.	3/8" SQUARE DRIVE: 3 EXTENSIONS 3/8, 10"	\$19.99	CRAFTSMAN - 43366
1	EA.	3/8" SQUARE DRIVE: 10" FLEX HANDLE	\$10.79	CRAFTSMAN - 44363
0	EA.	3/8" SQUARE DRIVE: 6 PT DEEP SOCKETS 3/8 - 7/8"	\$19.99	CRAFTSMAN - 34439
1	EA.	3/8" SQUARE DRIVE: REVERSIBLE RATCHET	\$19.99	CRAFTSMAN - 44808
1	EA.	3/8" SQUARE DRIVE: UNIVERSAL JOINT	\$9.99	CRAFTSMAN - 4435
12	EA.	1/2" SQUARE DRIVE: 12PT. SOCKETS 1/2 TO 1"	\$24.99	CRAFTSMAN - NON SET
9	EA.	1/2" SQUARE DRIVE: SOCKETS 12 PT. 1/2-1" DEEP	\$63.91	CRAFTSMAN - NON SET
3	EA.	1/2" SQUARE DRIVE: 3 EXTENSIONS 3/8, 10"	\$19.99	CRAFTSMAN - 43283
1	EA.	1/2" SQUARE DRIVE: 18" FLEX HANDLE	\$23.99	CRAFTSMAN - 44201
1	EA.	1/2" SQUARE DRIVE: REVERSIBLE RATCHET	\$21.99	CRAFTSMAN - 44809
1	EA.	1/2" SQUARE DRIVE: UNIVERSAL JOINT	\$11.99	CRAFTSMAN - 4425
20	EA.	STANDARD HEX KEY WRENCHES	\$10.99	CRAFTSMAN - 46813
16	EA.	6 PT. COMBINATION WRENCH SET 1/2 - 1 1/4"	\$69.99	CRAFTSMAN - 46069
0	EA.	LONG BOX END WRENCHES 3/8X7/16-16/16X1"	\$66.48	CRAFTSMAN - 43926, 43926, 43943, 43929, 43928, 43922
3	EA.	SHORT BOX END WRENCHES 3/8X7/16-6/8X3/4"	\$19.99	CRAFTSMAN - 43966, 43961, 43965
5	EA.	6 PIECE PUNCH AND CHISEL SET	\$14.99	CRAFTSMAN
4	EA.	SLOTTED SCREWDRIVERS	\$22.99	CRAFTSMAN - 41683, 41684, 41678, 41686
1	EA.	16" ROLLING WEDGE PRY BAR	\$9.99	CRAFTSMAN - 4289
1	EA.	12 OZ. BALL PEIN HAMMER	\$14.99	CRAFTSMAN - 39464
1	EA.	HACKSAW WITH EXTRA BLADES	\$4.99	CRAFTSMAN - 3687, 66852, 36131
1	EA.	6" LONG NOSE PLIERS	\$14.99	CRAFTSMAN - 46102
1	EA.	9 1/2" ARC JOINT PLIERS	\$13.99	CRAFTSMAN - 46381
1	EA.	SLIP JOINT PLIERS	\$6.99	CRAFTSMAN - 46378
1	EA.	HEAVY DUTY PLIERS	\$12.99	CRAFTSMAN - 46380
1	EA.	DIAGNOL CUTTING PLIERS	\$16.99	CRAFTSMAN - 46074
1	EA.	VISE GRIP 7"	\$11.99	CRAFTSMAN - 46628
4	EA.	FLARE NUT WRENCHES 1/8 X 7/16, 1/2X9/16, 6/8X1 1/16 AND 3/4	\$22.99	CRAFTSMAN - 44196
7	EA.	STANDARD NUT DRIVER SET 3/16 - 1/2"	\$19.99	CRAFTSMAN - 4196
2	EA.	ADJUSTABLE WRENCH 8" AND 12"	\$41.99	CRAFTSMAN - 44903, 44606
2	EA.	PHILLIPS SCREWDRIVERS #1 AND #2	\$7.48	CRAFTSMAN - 41294, 41296
1	EA.	2LB LUMP HAMMER	\$19.99	CRAFTSMAN - 38282
1	EA.	TOOLBOX AND TRAY	\$49.99	CRAFTSMAN
		TOTAL	\$803.27	

METRIC TOOL INVENTORY

1	SET	13 PC. METRIC COMBIN. WRENCH SET (6-20 MM)	\$49.99	CRAFTSMAN - 46932
1	SET	10 PC. 1/4" SQ. DR. METRIC 6PT SOCKETS (6-14 MM)	\$11.99	CRAFTSMAN
1	SET	10 PC. 1/4" SQ. DR. METRIC 6 PT. DEEP SOCKETS (4-13MM)	\$19.99	CRAFTSMAN 34436
1	SET	9 PC. 3/8" SQ. DR. METRIC 6 PT. SOCKETS (10 - 18 MM)	\$16.99	CRAFTSMAN
1	SET	10 PC. 3/8 SQ. DR. METRIC 6 PT. DEEP SOCKETS (10-18 MM)	\$19.99	CRAFTSMAN
1	SET	11 PC. 1/2" SQ. DR. METRIC 6 PT. DEEP SOCKETS (13-18 MM)	\$24.99	CRAFTSMAN - 34466
1	SET	6 PC. 1/2" SQ. DR. METRIC 6 PT. DEEP SOCKETS (13-18 MM)	\$29.99	CRAFTSMAN - 34469
		TOTAL	\$192.92	

GRAND TOTAL

\$996.19

NO  
agreement  
on this  
list  
AT  
2/15/2002  
2-20 mm  
OK  
AT  
2/15/2002

*[Handwritten signature]*

8. The Authority will increase the permitted number or accrued AVA days for OA maintenance employees to four (4) per annum.

**This Divisional package is subject to an entire agreement on a successor agreement for the Transport Workers Union, Local 100.**

**This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2002.**

For MTA-NYC Transit – Department of Buses

For Transport Workers Union, Local 100

\_\_\_\_\_  
John P. Walsh, Chief Maintenance Officer

\_\_\_\_\_  
Amin Khan, Vice President, TA Surface

\_\_\_\_\_  
Joseph J. Smith, General Manager

\_\_\_\_\_  
Connie Friel, Vice President, MaBSTOA

\_\_\_\_\_  
Ralph J. Agniettel, Vice President, OLR

\_\_\_\_\_  
James Lynch, Director of Maintenance, MaBSTOA

\_\_\_\_\_  
Thomas Lenane, Chairman, Mtce., MaBSTOA

12/16/02

12-16-02

12-16-02

12/16/02

**ATTACHMENT A**

**EXPENSE LIMITS: MEALS, LODGING AND PERSONAL AUTOMOBILES**

**MEALS WHILE IN TRAVEL STATUS: PER DIEM ALLOWANCES**

**Domestic Travel**

A per diem meal allowance of \$40.00 is allowed for an entire day while in travel status. For less than a full day while in travel status, the per diem allowance is allocated as follows:

<u>Per Diem Meal</u>	<u>Amount</u>	<u>Beginning of Trip</u>	<u>Conclusion of Trip</u>
Breakfast	\$10.00	Prior to 6:00 AM	After 8:00 AM
Dinner	\$30.00	Prior to 6:00 PM	After 8:00 PM

It is the policy of the Authority that lunch expenses while in travel status shall remain the obligation of the employee. An employee who has been included in a business meal for which reimbursement is sought under the employee expense policy is not eligible for a per diem allowance for the same meal.

**Foreign Travel**

A per diem allowance for a specific foreign destination, as set by the U.S. State Department, is allowed for meals and incidentals. Rates are available from the MTA New York City Transit Controller's Division or from the website: <http://www.state.gov/www/perdiems/>

Receipts for per diem allowances are not required.

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**BUSINESS MEALS**

Actual, but reasonable.  
(The cost of alcoholic beverages is not reimbursable.)

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**LODGING (Hotels and Motels)**

All travel arrangements for lodging must be made through the Authority's travel agent. NYC Transit follows the U.S. State Department Per Diem allowance for lodging at all domestic and foreign locations. Exceptions require approval of the Controller.

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**OTHER**

**Valet Charges (laundry, dry cleaning).**

Domestic Travel Actual, after third day in travel status.

Foreign Travel Included in foreign per diem allowance, not reimbursable separately.

CK  
JPA  
AM

**NEW YORK CITY TRANSIT AUTHORITY  
POLICY INSTRUCTION**

<b>Subject</b> Expense Policy	<b>Classification</b> Finance	<b>Issued</b> 2/4/00	<b>Number</b> 6.7.5
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<b>Issued By</b> Lawrence G. Reuter		<b>Supersedes</b> 6.7.4	<b>Page</b> 1 of 37
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**ATTACHMENT B**

**EXPENSE LIMITS: AUTOMOBILE**

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**MILEAGE ALLOWANCE**

**32.5 cents per mile**

**(This rate, as calculated, includes costs for depreciation, gasoline, oil maintenance and repairs, and insurance).**

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**PARKING AND TOLLS**

**Parking and tolls are reimbursable at actual cost.**

---

*AB*

*CK*

*PA*

## TRAFFIC CHECKERS

### 1. JOB DESCRIPTION

The Traffic Checker job assignments shall include additional duties such as guide-a-ride signage updates, Subway customer information center updates, and other functions that the parties may determine.

### 2. FULL-TIME TRAFFIC CHECKERS

a. As soon as practical after full ratification of this agreement, a full-time Traffic Checker title will be established with a minimum guarantee of thirty-five (35) scheduled hours per week. The duties and responsibilities of the full-time title will be interchangeable with those of the part-time Traffic Checker title. The rate of pay will be the top rate of the part-time Traffic Checker title.

b. Sixty (60) full-time Traffic Checkers will be appointed. Appointments will be phased in at a minimum of twenty (20) in each year over the three (3) year period. Appointment to the full-time Traffic Checker title will follow the following procedures: Employees from the part-time Traffic Checker title will be given an opportunity to express a preference for a full-time position. From that preference expression, a seniority list will be created. In seniority order, management will make its selection based upon the employee's work record. If NYC Transit chooses not to select an individual, the union may ask for a review with management. To be eligible for appointment to the full-time title an employee must have completed one year of service as a part-time Traffic Checker. Date of appointment to the full-time position will be the hire date to the Authority.

c. An employee appointed to the full-time title may carryover unused vacation hours from the part-time title. Vacation pay will continue to be computed as 1/52<sup>nd</sup> of the prior year earnings. Future vacation and terminal leave will follow the provisions for other full-time MaBSTOA hourly employees.

d. The holiday provisions for full-time Traffic Checkers will be the same as other full-time hourly MaBSTOA employees with the following exceptions: When an employee is not assigned to work on an observed holiday, and is otherwise eligible for holiday pay, the payment shall be computed on seven (7) hours per day. If the employee is required to work on the observed holiday, the number of hours to be banked as AVA or paid as extra holiday pay shall be seven (7) hours.

e. An employee appointed to the full-time title may carry over from the part-time title unused sick leave time on an hour for hour basis. Sick leave for full-time Traffic Checkers will be accrued on a basis of seven (7) hours per day at the same number of days as other full-time MaBSTOA employees. The number of hours paid for a sick day shall be the smaller of the balance available or the number of scheduled work hours for

that day. All other sick leave provisions shall follow those of other full-time hourly MaBSTOA employees.

f. Full-time Traffic Checkers shall receive all other leave provisions of full-time hourly MaBSTOA employees except that the number of hours per day, where applicable, shall be seven (7) hours.

g. Full-time Traffic Checkers will receive the same health and pension benefits as other full-time hourly MaBSTOA employees.

h. Full-time Traffic Checkers shall be granted a paid lunch period of thirty (30) minutes on every day when actual work time exceeds six (6) hours.

i. Full-time Traffic Checkers required to work in excess of forty (40) hours in one payroll week will be entitled to pay at one and one-half times his/her regular rate of pay.

### 3. WORK ASSIGNMENTS

a. Part-time Traffic Checkers shall be scheduled for no less than the following hours per quarter: First year of the agreement – no less than 100 hours per quarter; second year of the agreement – no less than 150 hours per quarter; third year of the agreement and thereafter – no less than 195 hours per quarter.

b. The frozen group provisions of the pick procedures shall be eliminated for all specialized groups. The PES Group side letter agreement dated September 14, 1996 shall be rescinded.

c. Within a reasonable period of time, the department will develop a pilot program to enable employees to pick up their work assignments on a biweekly basis. Management will make reasonable efforts to print landmarks and bathroom locations on the work assignments.

d. Management shall continue to research and test pilot programs which have a goal of ensuring a fair allocation of base assignments to those employees with the most seniority and which address an equitable distribution of extra work.

### 4. PART-TIME TRAFFIC CHECKER WAGE RATES

Part-time Traffic Checkers appointed on or after ratification shall be subject to the following wage progression:

Entrance	85%
19 <sup>th</sup> Month	90%
31 <sup>st</sup> Month	100%

5. NYC TRANSIT PASSES

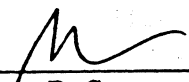
NYCT Employee Picture Identification Cards (EPIC) will be issued to Traffic Checkers on their first day of work.

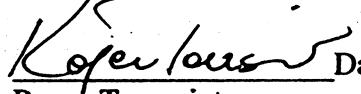
6. This departmental package is subject to an entire agreement on a successor agreement for the Transport Workers Union, Local 100.

7. This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective December 15, 2002

NEW YORK CITY TRANSIT

TRANSPORT WORKERS UNION,  
Local 100

  
\_\_\_\_\_  
Date 12/16/02  
Barbara R. Spencer  
Executive Vice President  
MTA New York City Transit

  
\_\_\_\_\_  
Date 12/16/02  
Roger Toussaint  
President  
Transport Workers Union,  
Local 100

# Division of Car Equipment 2002 Divisional Agreement

In full settlement of all the issues raised by the Union and Management, the following has been agreed to subject to the approval of the principals:

1. Swap of Regular Days Off, Institute three swaps per year per employee. Swaps are submitted on a form authorized by management. All swaps must be submitted with at least seven (7) days notice and be approved by management. Swaps will only be permitted between employees in the same title, tour of duty and responsibility center. If an employee who agrees to a swap is incapacitated due to injury or illness they must submit medical documentation to substantiate the illness. Employees who fail to do so will lose sick pay and may be subject to disciplinary action.
2. AVA's: Increase the number of AVAs an employee can bank by two (2) (from 8 to 10 days). No more than two (2) AVAs can be cashed in at any one time.
3. Pick: Section 3.4 G (1) paragraph two will be modified to read: "Car Equipment will conduct one annual system-wide pick by each title. The move will occur on or about the first full week of December. If a job is abolished between picks the employee(s) shall retain his/her location, RDO, and tour of duty. If Management does not wish the affected employee(s) to retain his/her location, RDO, or tour of duty, Management may, at its option conduct an additional pick in the appropriate division."
4. Team Concept on Car Inspection Lines, Management will post on each pick the job descriptions for each of the teams designated for car inspection. Employees will exercise a preference by seniority in selecting positions on each team. Such selection shall not prevent the employee from performing any inspection duties or from assisting a team member or the entire team in performing any tasks.

## Assignments

<u>6-Person Team</u>	<u>5-Person Team*</u>
2 Propulsion	Under Car
2 Car Body	Car Body
2 Under Car	Propulsion

\* Assignments for the five Person Team will vary based on location.

5. Overhaul Shops: The parties have agreed to post on the pick for Car Repairs: scheduled work, unscheduled work and projects.

In addition, the parties have agreed to post on the pick for Truck Shop: scheduled work and unscheduled work.

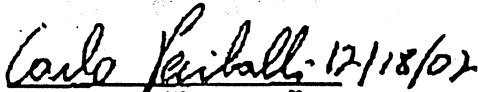
6. This agreement in no way modifies the parties' rights as set forth in the December 15, 1999 Memorandum of Understanding, the Arbitration Award dated May 12, 2000 and the agreement dated October 5, 2000 as it refers to pneumatic shop and electric bench.

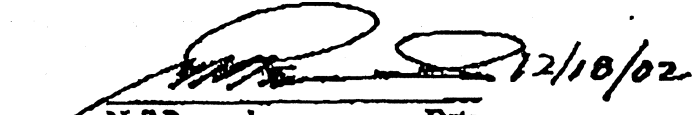
This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2002.

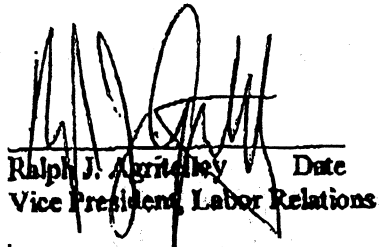
This Divisional package is subject to an entire agreement on a successor agreement for the Transport Workers Union, Local 100.

For MTA-NYC Transit  
Division of Car Equipment

For Transport Workers Union, Local 100

  
Carlo Perciballi      Date  
Chief Mechanical Officer

  
Neil Persaud      Date  
Vice President, Car Equipment

  
Ralph J. Agritaley      Date  
Vice President, Labor Relations

**MOW - Infrastructure**


**In full settlement of all the issues raised by the Union and Management, the following has been agreed to subject to the approval of the principals.**

- **Current AVA maximum of 6 days' accrual will be increased to 8 days.**
- **RDO Swap Pilot –**  
As soon as practicable based upon the Authority's ability to implement computer programming to ensure compliance with FLSA requirements, a pilot program will be established to permit RDO swaps among employees at West 4<sup>th</sup> Street (Infrastructure) and 14<sup>th</sup> Street (Station Maintenance – Lighting). It is understood that such swaps must be within the same Sunday-Saturday payroll week; at the 14<sup>th</sup> Street location, swaps must be within the same Responsibility Center; employees must be on the same tour of duty; each employee must sign off on a form provided by the Authority; employees must give at least one payroll week prior notice or 7 day pre-switch notice, whichever is greater; management will permit up to 2 swap events in one payroll week; failure to report for a swap assignment results in a ban on future participation for one year. It is expected that per employee sick leave use at each of the above locations will improve by one day over the year prior to the implementation of the pilot. The pilot shall continue for the term of the collective bargaining agreement.

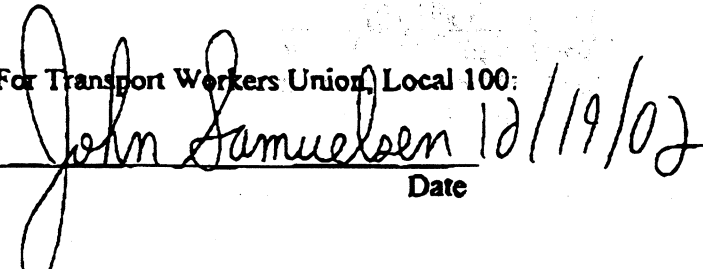
**This agreement shall not be offered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2002.**

**This Divisional package is subject to an entire agreement on a successor agreement for the Transport Workers Union, Local 100.**

For MTA NYC Transit:

  
 \_\_\_\_\_  
 Michael A. Lombardi                      Date  
 Acting Senior Vice President  
 Department of Subways  
 12/19/02

For Transport Workers Union, Local 100:

  
 \_\_\_\_\_  
 John Samuelson                      Date  
 12/19/02

