

# 840103

MEMORANDUM OF UNDERSTANDING

NYC Transit ATU # 1056

**AGREEMENT** made between the NEW YORK CITY TRANSIT AUTHORITY (hereinafter referred to as "the Authority") and the Amalgamated Transit Union, Local 1056, AFL-CIO (hereinafter referred to as the "Union").

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

*Buses - Queens*

1. **TERM**

This agreement shall continue in effect through December 15, 2002. This agreement is subject to ratification by the Metropolitan Transportation Authority ("MTA") Board and by the membership of the Union.

2. **JOB SECURITY/NO LAYOFF**

During the period between full and final ratification of this agreement and December 15, 2002, the Authority will not layoff or furlough any employee represented by the Union on the same terms and conditions as the original no layoff agreement reached between the parties on November 7, 1997. Cooperative efforts between the parties regarding redeployment, reassignment, etc., of employees, shall continue where necessary.

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3. GENERAL WAGE INCREASE

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

- a. Effective February 15, 2000, the rates of pay that were in effect on February 14, 2000 shall be increased by five (5) percent.
- b. Effective February 15, 2001, the rates of pay that were in effect on February 14, 2001, shall be increased by three (3) percent.
- c. Effective March 1, 2002, the rates of pay that were in effect on February 28, 2002 shall be increased by four (4) percent.
- d. Rates of pay below the top rates shall be adjusted in accordance with the appropriate progression schedule.

4. LONGEVITY PAYMENTS

Commencing immediately upon full and final ratification, longevity payments, which are being paid biweekly, will be paid in a lump sum on the last payroll period in November. Employees who resign, die, retire or are promoted to a title that does not receive longevity payments before the payment for longevity is made will be paid a pro-rata share of the longevity payment. All other aspects of the longevity payments will remain the same.

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5. **PENSION**

The MTA and the Authority will support state legislation which would reduce all member contributions as follows: those paying contributions of 5.3 percent will pay 2 percent, and those paying 3 percent contribution will pay 2 percent contribution.

6. **HEALTH BENEFIT TRUST**

A. The Authority will maintain the current level of benefits through February 28, 2001. Following February 28, 2001, the Authority will maintain the Basic Benefits of the Health Benefit Trust ("Trust").

B. Effective March 1, 2001, the method of funding supplemental benefits by the Trust shall convert back to a defined contribution plan. The reserve in the Trust for supplemental benefits upon such conversion shall be computed as provided for in the 1997-2000 contract plus an additional one time payment of \$140,000, which shall be paid on or before March 1, 2002. The base monthly contribution shall be determined by aggregating the expenses (on a paid claims basis) of active and retired ATU participants for supplemental benefits for the period of February 1 2000 through January 31, 2001 and dividing the sum by 12. This result shall be multiplied by 1.06 and that product shall be the dollar amount which the Authority shall contribute for the month of March 1, 2001, to the Trust for supplemental benefits. The parties shall meet upon the

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completion of this calculation to set the per capita contribution rate for active and retired employees for subsequent months, using the contribution ratio in effect on September 1, 1996.

C. Effective March 1, 2002, the Authority's monthly contributions per active and retired employee for supplemental benefits shall be increased by 6%.

D. The parties agree that active members will be provided orthodontic coverage up to a maximum of \$1500 per dependent for (1) dependent children 19 years or younger and (2) dependent full-time college students up to age 23.

E. The existing hearing aid reimbursement for GHI-covered employees shall be elevated to the level of hearing aid reimbursement for HIP-covered employees.

F. Commencing with calendar year 2001, the parties agree to allow active members to opt-out of the Basic Benefits health insurance programs provided by the parties. At the end of each calendar year, those employees who have opted-out and remained out for the entire calendar year shall receive a payment of \$550 for having opted-out of single coverage or \$1100 for having opted-out of family coverage. If more than 100 employees opt-out of the Basic Benefits health insurance program for the entire calendar year, the Authority will make an additional contribution to the Trust for supplemental benefits, for the purpose of

enhancing benefits. Such additional contribution shall be calculated as follows: number of individuals who opted-out in excess of 100 shall be multiplied by \$1500. (For example, if 150 opted-out for the entire calendar year 2001, the Authority shall make a contribution of \$75,000, i.e., 50 x \$1500) Additional contributions shall be made on an annual basis. In each year thereafter, the amount of the Authority's additional contributions shall be determined by multiplying \$1,500 by the number of members above the first 100 who have chosen to opt-out of the program for the entire preceding year.

G. Commencing January 1, 2001, employees and retirees represented by the Union will have the right to choose a different health care provider under the Trust. However, persons who exercise this right will be prohibited from changing health care providers for 18 months from the time the new choice is made.

7. **FLEXIBLE SPENDING ACCOUNTS**

Effective January 1, 2001, the Authority will offer an IRC Sec. 125 account to each eligible employee to allow for pre-tax contributions for allowable child care and health expenses.

8. **TRANSITCHEK**

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

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9. 401(K)

Effective on the earliest practicable date, but in no event, later than January 1, 2001 the Authority will offer employees the option of opening a 401(k) account on the same terms and conditions as currently in effect, as it may be amended.

10. REGIONAL BUS COMPANY

The parties agree that the artificial distinctions that currently exist between the bus operations at the Transit Authority and the Operating Authority do not well serve the riding public or the members of the union. In furtherance of that mutual recognition the parties agree to convene a senior level labor/management executive committee. This committee will be charged with developing a plan to consolidate the bus operations at the Transit Authority and the Manhattan and Bronx Surface Transportation Operating Authority into a new subsidiary of the Metropolitan Transportation Authority. The purpose of such consolidated bus company would be providing efficient, cost effective bus service in the metropolitan region transportation district.

The parties agree that the Committee will convene no later than 30 days following full and final ratification of this agreement. The Committee will identify impediments to the creation and efficient operation of such regional bus authority and recommend solutions to said impediments. If the parties agree that such consolidated bus company is feasible and have

resolved outstanding issues then required legislation shall be jointly drafted and supported.

11. SICK LEAVE CASH OUT

A. Effective upon full and final ratification, the parties agree to amend the Sick Leave Cash Out program to provide that employees who have 70 percent of their sick leave at the time of voluntary separation or retirement from the Transit Authority will receive a cash out allowance of 60 percent. All other provisions of the program remain the same.

B. In addition to the above, the parties have agreed to the following sick leave cash-out program for employees with ten (10) or more years of service at the time of separation from employment with the Transit Authority:

Employees who voluntarily leave the employ of the NYC Transit subsequent to May 1, 2001 will be eligible to cash-out 50% of their sick leave earned on or after May 1, 2000 and 25% of their unused leave balance prior to May 1, 2000 if the following two criteria have both been met:

1. In the period following May 1, 2000, the employee has utilized fewer than 50% of the number of sick days which were earned subsequent to May 1, 2000. (The employee's sick leave bank prior to May 1, 2000 is not considered for purposes of this calculation).

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2. The average yearly sick leave usage for the hourly workforce represented by the union has improved by 1 sick day per hourly employee. The 1 day improvement will be established by comparing the average yearly sick leave usage in the leave year May 1, 1999 through April 30, 2000 with the average sick leave usage in each subsequent leave year. The program will go into effect in any subsequent leave year where the 1 day average sick leave usage improvement has been achieved.

12. Employees who are sent for mandated rechecks for drug and/or alcohol testing after the end of their tour of duty will receive 3 1/2 hours of pay. If employees are sent during their tour of duty, or during their swing, they shall receive their regular days pay with no additional payment.

13. Employees will be provided with a transportation pass which can be utilized on NYC Transit's bus and subway system including services provided by MaBSTOA. The new passes will be phased in and provided over a twelve month period.

14. Employees will be allowed to accrue and save up to 8 AVA's.

15. The current provisions for single day vacation usage will be modified to allow employees to utilize up to two weeks in single days.

16. Paid Release Time

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a) One person will be released with pay to attend each Step III grievance hearing and each differential pay hearing.

b) One person will be released with pay to attend each arbitration hearing. If there are differential pay cases on an arbitration calendar, a second person will be released with pay to attend the hearings.

17. The \$11,000 per year contribution for health benefit improvements set forth in the November 7, 1997 side-letter shall be eliminated.

**18. REIMBURSEMENT OF UNION PRESIDENT'S SALARY**

The President of the Union shall be paid forty hours pay at the rate of pay pertinent to the President's title with the Authority for so long as he/she remains the President of the Union. The Authority shall be reimbursed in like amount by the Union for this payment. The amount of reimbursement shall also include the employer's share of FICA, the employer's share of pension contribution, and any other payments management is required to make in connection with such salary. Reimbursements shall be paid every calendar quarter.

Upon completion of this program of payment of the Union President's salary, the Union President shall submit to the Authority every calendar quarter an affidavit stating that s/he

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has not engaged in electoral political activities, whether in connection with federal, state or local political campaigns during the period for which salary payments were advanced by the Authority during the preceding quarter.

19. **ADDITIONAL PROVISIONS**

The parties agree to further amend the collective bargaining agreement consistent with the attached Appendices A through H.

20. This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective February 15, 2000.

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

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of 2nd day of May, 2000.

New York, New York

AMALGAMATED TRANSIT UNION

*Maurice G. Lewis*

Maurice Lewis  
President,  
Local 1056

*5/4/00*

Date

NYC Transit Authority

Lawrence J. Reuter  
President,  
NYC Transit Authority

Date

*Ralph J. Agritelley*  
Ralph J. Agritelley  
Vice President  
Office of Labor Relations

*5/4/2000*

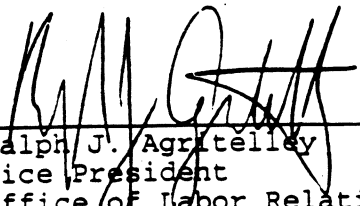
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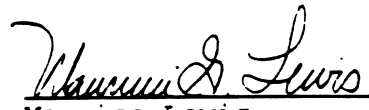
APPENDIX A

May 2, 2000

This is in reference to the Memorandum of Understanding reached on April 26, 2000; the following will clarify the intent of the parties concerning the legislation which the parties agree to draft and jointly support, as referenced in Section 5 of the Memorandum of Understanding:

1. Tier IV members who are currently covered by the 62/5 plan, and were eligible to elect the 55/25 plan will be eligible for the 55/25 plan. This section is applicable to similarly situated MaBSTOA employees.
2. These changes will be effective December 15, 2000.

  
\_\_\_\_\_  
Ralph J. Agritelley  
Vice President  
Office of Labor Relations  
New York City Transit

  
\_\_\_\_\_  
Maurice Lewis  
President  
Amalgamated Transit Union,  
Local 1056

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APPENDIX B

Department of Buses

- I. Retain and expand the job specifications for maintainer titles to allow the assignment of both mechanical and body work where the employee has necessary skills.
- II. Provide upgrade training to Helpers to give them the opportunity to become maintainers
- III. Introduce apprentices in the Department of Buses in accordance with the parties' apprenticeship agreement.

Cleaners

- A. Cleaners may be assigned to remove graffiti or similar spot painting; clean heads on electronic equipment such as fareboxes; and use all of the necessary tools needed to perform such functions.

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APPENDIX C

Discipline

The parties agree that the following changes shall be made to the disciplinary grievance procedures:

1. The parties agree no charge of fraudulent sick lines will be brought against an employee if more than one year has expired since submission of the sick lines.
2. It is understood that employees will not be pre-disciplinary suspended for time and attendance related violations except where the charge involves fraud.
3. In the event an employee is restored to service after a pre-disciplinary suspension, and such restoration is with back-pay, then the employee will be reimbursed by NYC Transit for COBRA purchased during the period for which the employee was given back-pay.
4. The parties agree that a considerable time period (minimum of 5-7 years) between serious violations may, on a case-by-case basis, be considered as a mitigating factor in determining the appropriate penalty depending upon the severity of the instant violation and only where there is no impact on the safety and welfare of the public or NYCT employees.

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APPENDIX D

Apprenticeship Program

1. The parties agree to introduce an apprenticeship program into various maintainer titles at NYC Transit.
2. The purpose of the program will be to train graduates of trade schools, or graduate of other trade programs, to become maintainers. The training will consist of on-the-job training and may include some classroom instruction. An apprentice will be rotated through various assignments performing work in all of the major job areas related to the maintainer title.
3. The general program will be a three (3) year apprenticeship with a yearly wage progression.
4. Any changes in the general program would have to be approved by the Joint Apprenticeship Committee.
5. If an apprentice successfully completes the program he/she will be eligible for promotion to the maintained title.
6. The parties agree to establish a Joint Apprenticeship Committee. The Committee will consist of representatives of both labor and management. The purpose of this committee will be to develop a set of standards to formulate the program, to develop selection criteria and to ensure that the training program achieves the parties' joint goals as set forth herein.
7. The parties agree that the eligibility requirements and specific programs will be established within 90 days of the ratification of this agreement.
8. The following salary progression will apply to apprentices:

|                      |           |
|----------------------|-----------|
| Entrance Rate        | \$13.5525 |
| 2 <sup>nd</sup> Year | \$14.5200 |
| 3 <sup>rd</sup> Year | \$16.4550 |

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APPENDIX E

Department of Buses: Maintenance Division

I. 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..

A. Shoes

The current shoe allowance for Maintenance Titles (including Plant and Equipment, Central Road Service and Fleet Services) will be eliminated. The Department of Buses will provide each maintenance employee (including Plant and Equipment, Central Road Service and Fleet Services) with one pair of safety shoes per year. Applicable provisions of the 21 July 1999 stipulation regarding wearing the safety shoe are incorporated into this agreement.

B. Outdoor Clothing

The Department of Buses will provide outdoor clothing for employees whose job functions require that they work outdoors (including Central Road Service, Cleaners that sweep buses outside of depot buildings and A.M. road service employees at depots where the buses are parked and pulled out from outdoor areas). This clothing will consist of "bib" coveralls and jacket. The clothing will have reflective safety markings and may be marked with appropriate New York City Transit logos.

C. Tool Allowance

The current tool allowance for all maintainers (including Fleet Service, Central Road Service and Plant and Equipment) will be increased from \$150.00 to \$250.00 per year.

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II. In full settlement of all issues raised by the union and management, the following has been agreed to:

WHEREAS, the parties entered into an agreement in 1994 and 1997 concerning the improvement of task times for certain bus repair functions; and

WHEREAS, the parties are seeking to immediately improve maintenance productivity; to continue to improve productivity over future years; and to reward employees with a bonus where agreed upon levels of performance are met; and

WHEREAS, it is the parties' intent that the work performed meet industry standards for safety, quality, reliability, functionality and appearance, and

WHEREAS, the provisions in the 1994 and 1997 agreements related to the Work Procedure Review Team and reclassification shall continue in effect. It is understood that any reclassification can be appealed directly for review by the Senior Vice President, Dept. of Buses.

The parties agree to the following:

- A. The "flat rate times" will become the agreed upon repair times for all maintenance functions when the program commences. Where applicable, trouble shooting and diagnostics are covered by this agreement. The parties agree to work together to commence the program as soon as possible.
- B. The Union and management agree to the continuation of the Work Procedure Review Team as the accepted process for reviewing and reevaluating the agreed upon standard repair times and procedures under the following circumstances:
  1. If a job cannot be performed within the "flat rate time" more than 80% of the time, the job can be referred to the Team; and
  2. Management may refer a job for review where it consistently is performed in less than the "flat rate time". Management will waive its right to implement this provision during the term of this collective bargaining agreement; and
  3. Jobs or procedures which have no prescribed "flat rate times" will be evaluated by the Team.

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C. CMF Programs

1. The "flat rate times" will immediately be adopted as the repair time for all CMF programs.
2. The process used by the Work Procedure Review Team will be utilized to develop repair times for any jobs or procedures that do not have a prescribed "flat rate" repair time.

D. Core Jobs

1. Core jobs will be performed in accordance with the times which have already been established by the Work Procedure Review Team, excluding the 16 core jobs that were established without TWU participation which will be at flat rate times.

E. In March all maintainers shall receive a \$300 bonus.

F. Central Road Service and Support Fleet maintainers will receive a \$300 bonus in ~~March~~<sup>June</sup> 2000 with the understanding that the parties will work expeditiously toward reaching a productivity agreement for these groups.

G. Commencing the first two full quarters of the program, any individual maintainer who meets the above stated standards on 90% of the assigned jobs or procedures, shall receive a \$600 bonus to be paid within 20 workdays from the end of the quarter. After the first two full quarters, a maintainer must achieve 95% compliance to receive the bonus. Commencing in the second quarter of the year 2002, the bonus will be increased to \$700.

H. The computation for compliance with the flat rate times will be a comparison of the flat rate time total for the assigned jobs compared against the total time the maintainer utilized to complete the assigned jobs.

I. In order to receive the bonus, the employee must actually work eight (8) weeks in the quarter in which the bonus is to be paid. Paid vacation shall count as time actually worked.

J. Management and the Union will monitor the program on a daily basis. Compliance will be measured and monitored utilizing NYC Transit's work order system.

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- K. All flat rate times assume that the bus is in position, parts are at the bus and any special tools and equipment are available. Contract meals and breaks are not included in work time.
- L. It is in the interest of both parties to maintain a productivity agreement beyond the term of this agreement.

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[Signature]

APPENDIX F

Division of AFC Equipment Maintenance

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.

A. Change in Rate of Pay for REM Is

Upon ratification and approval of this agreement, the regular rate of pay for employees in the REM I title covered by this agreement shall be the same as that established for REM II.

B. Safety Shoes

Effective July 1, 2000, the \$50 shoe allowance provided to Revenue Equipment Maintainers shall be eliminated. NYCT will provide REMs with two (2) pairs of System Safety approved work shoes every two (2) years. Employees will be expected to wear issued shoes during work hours.

C. Earnings Cap

The present earnings cap provisions shall continue in full force and effect.

D. Apprenticeship Program

The Union agrees that the Division will hire up to 10 apprentices per year. At no point will there be more than 30 apprentices in the program. It is understood that employees in the REM title may on occasion be assigned to work with apprentices to familiarize them with certain tasks.

E. Productivity Standards

The parties agree to the institution of productivity standards for tasks performed by REMs. Effective upon ratification and approval of the agreement, specific task times will be instituted for the jobs outlined in Attachment A. Employees will be expected to comply with these task times.

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F. Elimination of Night Shift Differential

Night shift differential shall not be paid on overtime work performed between the hours of 6 p.m. on Friday night and 5:59 a.m. Monday morning.

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ATTACHMENT A

| TASKS              | Current time | Proposed time |
|--------------------|--------------|---------------|
| HEET PM            | 50           | 40            |
| AFAS PM            | 45           | 30            |
| MVM PM             | 70           | 60            |
| Service Call 313 C | 18           | 15            |
| Service Call 501 C | 18           | 15            |
| Service Call 354 C | 20           | 15            |

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APPENDIX G

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 approval of the principals.

A. Reimbursement for Dismissed Traffic Violations

The Department of Buses will reimburse a Bus Operator up to four (4) hours of straight time pay for one court appearance related to any instance wherein the Bus Operator has received a traffic violation related to the operation of the bus and has been fully exonerated by a court of competent jurisdiction. The Bus Operator must submit proof satisfactory to the Authority that the charges have been completely dismissed.

B. Joint Labor Management Committee

A joint labor management committee will be established to accept input and suggestions from ATU Local 1056 regarding new bus procurements and bus design (i.e. including such

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APPENDIX G

Department of Buses: Transportation Division

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items as the Bus Operator workstation). This committee will be advisory only and management retains its right to make final determination concerning any designs on the bus or bus purchases. There will be no increase in the current level of union release time for this committee.

C. Accident Reports

The Authority will include training for Bus Operators on completing accident reports. This training will be part of the Bus Operators bi-annual 19A training and probationary operator training.

D. Shoes

The Department of Buses will provide, every two years, each operator with two pairs of shoes to be worn with the Bus Operator Uniform. Shoes will be distributed to the operators on their own time.

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APPENDIX G

Department of Buses: Transportation Division

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E. Summer Uniform

The Department of Buses will add "Bermuda" shorts to the items available to Bus Operators as part of the summer uniform. The Department of Buses will provide guidelines regarding the appropriate socks to be worn with the shorts.

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**Appendix H**  
**Division of Supply Logistics**

May 2, 2000

This letter, written in connection with the Memorandum of Understanding reached on April \_\_, 2000, is to confirm the parties' agreement to further discuss certain terms and conditions of employment of covered employees in the Division of Supply Logistics. The parties will engage in further discussion concerning the following topics:

1. The proposal to reduce the time period for rescheduling the shifts of Absentee Relief personnel without penalty payment.
2. The proposal that working times for Utility positions may be changed without penalty payments upon four hours' notice.
3. The proposal that employees shall be entitled to take AVA and Personal Leave Days provided sufficient notice is given, and the length of such notice.
4. The proposal to increase the minimum quota for AVAs and Personal Leave days (a quota above and beyond the numbers of persons taking vacation leave), and vacation.
5. The proposal to eliminate or reduce the number of split tours.
6. The twelve (12) month earnings cap.
7. The biannual pick.
8. The Holiday schedule.
9. The provision of shoes.
10. The proposal that open work in the bargaining unit because of absences of employees shall only be filled by bargaining unit members.

If no agreement is reached, the existing contractual provisions shall continue to apply.

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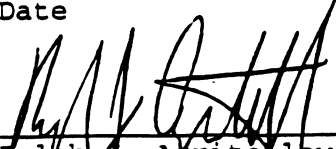
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The terms of the parties' 1997-2000 contract on these subjects shall not be changed absent mutual agreement between the parties.

\_\_\_\_\_  
Ed Spellman  
Vice President- Supply Logistics

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Date

  
\_\_\_\_\_  
Ralph A. Agritelley  
Vice President  
Office of Labor Relations

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Maurice Lewis  
President, ATU Local 1056

\_\_\_\_\_  
Date

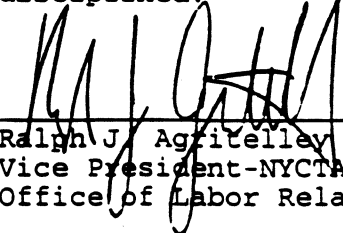
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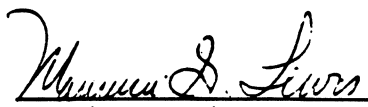
This letter written in connection with the Memorandum of Understanding reached on April ,2000, is to confirm the parties' agreement to further discuss certain issues related to the disciplinary grievance procedure as follows:

1. At NYC Transit's request, the parties have agreed to meet immediately after ratification of the agreement to select a new impartial arbitrator.

2. The parties agree that progressive discipline is intended to be corrective in nature. In determining the level of penalty for an offense, account shall be taken of (1) the degree to which the violation affects the Authority's operation and/or the welfare of the public; (2) whether the employee has been disciplined for offenses of a like nature in the past, and, if so, the number of such instances; and (3) the lapse of time between the last offense of a like nature for which the employee was disciplined and the offense for which the employee is being disciplined.

  
\_\_\_\_\_  
Ralph J. Agrikelley  
Vice President-NYCTA  
Office of Labor Relations

DATE

  
\_\_\_\_\_  
Maurice Lewis  
President  
Amalgamated Transit Union  
Local 1056

DATE