

840030

MEMORANDUM OF UNDERSTANDING

Agreement made between the NEW YORK CITY TRANSIT AUTHORITY (hereinafter referred to as "New York City Transit"), 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 CIVIL SERVICE TECHNICAL GUILD, LOCAL 375 (hereinafter referred to as the "Union")

It is mutually agreed that the Collective Bargaining Agreement between the Authority and the Union shall be amended as follows.

1. Term of Agreement

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emp 1 day

The term of the agreement shall commence on July 1, 1999 and conclude on June 30, 2002.

2. General Wage Increase

Effective June 30, 2002, the Authority shall make available to the Civil Service Technical Guild, Local 375 an amount not to exceed 1% of the December 31, 1999 payroll to increase the rates of pay that were in effect on June 29, 2002.

3. Health & Welfare

Effective June 30, 2002, the annual per capita welfare fund contribution for active and retired employees shall be increased by \$200.

4. 401K Plan

Effective as soon as practicable upon full and final ratification of this Agreement, employees represented by the Union shall have the opportunity to participate in a 401K Tax Deferred Annuity Plan as allowed by law.

5. Death in Family Leave

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

Employees who work compressed work schedules of three days per week will be entitled to bereavement leave of three days up to a maximum of thirty-six hours of paid bereavement leave.

6. Disciplinary Grievance Procedures for MaBSTOA Employees

MaBSTOA employees with more than one year of service who are issued discipline may appeal such discipline pursuant to the procedure set forth in Attachment A of this Agreement.

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7. Disciplinary Grievance Procedures for Provisional Employees

Provisional employees with more than one year of satisfactory service in a title covered by this Agreement may appeal demotions and dismissals from service pursuant to the procedure set forth in Attachment B of this Agreement.

8. Mileage Allowance

Effective upon full and final ratification of this Agreement, compensation to employees for authorized and required use of their own automobiles shall be increased from twenty-five (25) cents per mile to twenty-eight (28) cents per mile.

9. Meal Allowance

Effective upon full and final ratification of this Agreement, the meal allowance payment schedule for employees who work authorized overtime not compensated for in cash shall be as follows:

For 2 consecutive hours of overtime	\$8.25
For 5 consecutive hours of overtime	\$8.75
For 7 consecutive hours of overtime	\$10.75
For 10 consecutive hours of overtime	\$11.75
For 15 consecutive hours of overtime	\$12.75

10. Professional License Fees

Effective upon full and final ratification of this Agreement, Administrative Architects and Administrative Engineers shall be reimbursed for professional license fees in accordance with the procedures currently in effect for the reimbursement for such fees.

11. Labor/Management Committees

The parties agree to refer the following matters to labor/management committees for discussion:

- Kronos timekeeping system issues
- Training
- Lounge and cafeteria space for employees
- Possibility of alternate work schedules, working from different locations, etc.
- Notification of capital projects
- Time off after working sixteen (16) consecutive hours for emergency work

12. VDT Labor/Management Committee

The parties agree to eliminate the current VDT Labor/Management Committee and replace it with a special committee to review specific employee complaints with regard to health and safety issues concerning Video Display Terminals (VDT). Such committee shall consist of two (2) members designated by the Union and two members designated by Management, one of

which will be from the Office of Labor Relations and one of which will be from the Office of System Safety or Occupational Health Services. The committee shall meet at the written request of the Union with at least two week's notice to NYC Transit. Such written request shall include an agenda of cases to be reviewed. At the end of each year, if it so wishes, the committee may issue a report to Labor and Management regarding recommendations to improve the health and safety of Video Display Terminals.

13. Continuation of Terms

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

14. State and Federal Law

To the extent that any of the provisions of this Agreement require approval of, or are subject to modification, by federal or state agency pursuant to statute or regulations issued thereunder, they shall be subject to such approval or modification.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the 18th day of December, 2002

For: New York City Transit

For: Civil Service Technical Guild, Local 375

By: _____ Date
Ralph J. Agritelley
Vice President
Office of Labor Relations

By: Claude Fort Date
Claude Fort
CSTG President
12/30/02

Christopher J. Johnson Date
Senior Director
Labor Research & Negotiations

Robert Mariano 12/31/02
Robert Mariano Date
Chapter President

Dennis Sullivan 12/30/02
Dennis Sullivan Date
Director, Research and Negotiations
District Council 37

ATTACHMENT A

Disciplinary Grievance Procedures for MABSTOA Employees

If NYC Transit chooses to issue discipline of dismissal, demotion, or suspension to a MABSTOA employee with more than one year of satisfactory service in a title covered by this Agreement, NYC Transit will give written notice of the charges being proffered. Upon receipt of written notice of charges, the employee will have eight (8) work days to respond to such charges in writing if he/she wishes to do so. Upon receipt of the employee's written response by NYC Transit, the following procedures shall apply:

A. Suspensions

In the case of all suspensions, a hearing on such charges shall be held before a hearing officer designated by the Office of Labor Relations. The employee may be accompanied by a Union Representative and/or legal counsel and will be given an opportunity to respond to the written charges, including the calling of witnesses on his/her behalf. Following the hearing, the designated hearing officer shall issue a written report and recommendation to the Vice President, Labor Relations for review and decision. The Vice President, Labor Relations shall accept, reject or modify the recommendation of the designated hearing officer. The decision of the Vice President, Labor Relations shall be final and binding and is not subject to further review.

B. Demotions and Dismissal

In the case of demotions and dismissals, a hearing on such charges shall be held before a hearing officer designated by the New York City Office of Administrative Trials and Hearings (OATH). The employee may be accompanied by a Union Representative and/or legal counsel and will be given an opportunity to respond to the written charges, including the calling of witnesses on his/her behalf. Following the hearing, the designated hearing officer shall issue a written report and recommendation to the Vice President, Labor Relations for review and decision. The Vice President, Labor Relations shall accept, reject or modify the recommendation of the designated hearing officer. The decision of the Vice President, Labor Relations shall be final and binding and is not subject to further review.

The preceding provisions are not intended in any way to offer MaBSTOA employees rights under Section 75 of the Civil Service Law, and disciplinary matters shall not be subject to the grievance procedure or impartial arbitration. Furthermore, these procedures shall not preclude NYC Transit from pre-disciplinary suspending an employee.

ATTACHMENT B

Disciplinary Grievance Procedures for Provisional Employees

Provisional employees with more than one year of satisfactory service in a title covered by this Agreement may appeal demotions and dismissals from service pursuant to the procedure set forth below. This provision is not intended in any way to offer provisional employees rights under Section 75 of the Civil Service Law or the arbitration procedures of this collective bargaining agreement.

A. Step I.

Upon notice of demotion or dismissal, the employee may within twenty (20) days submit a written request for an informal meeting with his/her Department Head or designee. The employee may offer documentation and/or written explanation of the charges. The Department Head or designee may at his/her discretion meet with the employee, interview or ask for written statements from other Authority employees, including those identified by the employee, who have knowledge of the conduct which is the subject of the charges. If the Department Head or designee chooses to hold a meeting, the employee may be accompanied by a Union Representative and will be given an opportunity to respond to the written charges. The Department Head or designee will issue a decision dismissing, sustaining or modifying the charges and/or penalty.

B. Step II.

Upon receipt of written decision from the Department Head or designee sustaining a penalty of dismissal or demotion, the employee may within ten (10) days submit a written request for an informal meeting with the Senior Director, Labor Contract Disputes or designee accompanied by a written statement in response to the Step I decision. Failure to submit such a statement shall be deemed an abandonment of the appeal, and the Step I decision will be final.

The Senior Director, Labor Contract Disputes or designee will review the Step I decision and the employee's written statement in response to the Step I decision and issue a written decision within twenty (20) days of receipt of the employee's written submission.

The Senior Director, Labor Contract Disputes or designee may at his/her discretion choose to meet with the employee, interview or ask for written statements from other employees, including those identified by the employee, who have knowledge of the conduct which is the subject of the charges before reaching a final decision. Such meetings are not required. If a meeting is granted to the employee, the employee may be accompanied by a Union Representative.

The determination of the Senior Director, Labor Contract Disputes or designee shall be final and binding and is not subject to further review.

C. General Provisions

1. It is agreed that the filing of an appeal under this provision shall not prevent, delay, obstruct or interfere with the right of the Authority from taking the action complained of, subject to the final disposition of the appeal as provided herein.
2. In computing the time within which any action must be taken under the foregoing procedure, Saturdays, Sundays and Holidays shall not be counted except where otherwise specified.



New York City Transit

December 18, 2002

Dennis Sullivan
Director, Research & Negotiations
District Council 37, AFSCME, AFL-CIO
125 Barclay Street
New York, NY 10007

Re: Health and Welfare Fund Contribution – Local 375

Dear Mr. Sullivan:

Pursuant to Paragraph 3 of the December 18, 2002 Memorandum of Understanding between the Union and New York City Transit, the parties agree that, effective June 30, 2002, there will be an increase in the welfare fund contribution of \$200.00 per annum.

For purposes of implementing this rate increase to the retiree welfare fund, the following shall apply:

- The monthly contribution for May 2002, the 26th month, shall be \$106.25.
- The monthly contribution for June 2002, the 27th month, shall be \$106.80.
- The monthly contribution for each month thereafter shall be \$122.9167.

If the above reflects your understanding, please sign below.


Sincerely,

Christopher J. Johnson
Senior Director
Labor Research & Negotiations

Agreed and Accepted on Behalf of the
Civil Service Technical Guild, Local 375

By: 
Claude Fort Date
CSTG President 12/30/02

By:  12/31/02
Robert Mariano Date
Chapter President

By:  1/2/03
Dennis Sullivan Date
Director, Research & Negotiations



New York City Transit

December 18, 2002

Dennis Sullivan
Director, Research & Negotiations
District Council 37, AFSCME, AFL-CIO
125 Barclay Street
New York, NY 10007

Re: Foul Weather Gear

Dear Mr. Sullivan:

The Authority will stock foul weather gear which will be made available to employees represented by Local 375 working in the field. In the event of foul weather, an employee may request such gear, which will be provided to the employee within management's discretion. The employee will be responsible for all foul weather gear until such time that it is returned.

If the above reflects your understanding, please sign below.

Sincerely,

Christopher J. Johnson
Senior Director
Labor Research & Negotiations

Agreed and Accepted on Behalf of the
Civil Service Technical Guild, Local 375

By: *Claude Fort* 12/30/02 Date By: *Robert Mariano* 12/31/02 Date
Claude Fort Robert Mariano
CSTG President Chapter President

By: *Dennis Sullivan* 12/18/02 Date
Dennis Sullivan
Director, Research & Negotiations



New York City Transit

December 18, 2002

Dennis Sullivan
Director, Research & Negotiations
District Council 37, AFSCME, AFL-CIO
125 Barclay Street
New York, NY 10007

Re: General Wage Increase for CSTG Employees

Dear Mr. Sullivan:


This is to clarify our understanding regarding the implementation of the General Wage Increase for CSTG employees contained in the December 18, 2002 Memorandum of Understanding. Effective June 30, 2002, the rates of pay that were in effect on June 29, 2002 will be increased by .009246.

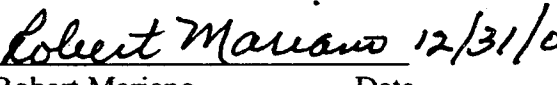
If the above reflects your understanding, please sign below.


Sincerely,

Christopher J. Johnson
Senior Director
Labor Research & Negotiations

Agreed and Accepted on Behalf of the
Civil Service Technical Guild, Local 375

By: 
Claude Fort Date
CSTG President 12/30/02

By:  12/31/02
Robert Mariano Date
Chapter President

By:  1/2/03
Dennis Sullivan Date
Director, Research & Negotiations