

THE 2005 AGREEMENT BETWEEN TRANSPORT WORKERS UNION LOCAL 100 & THE METROPOLITAN TRANSPORTATION AUTHORITY

By an overwhelming vote of 37 - 4 with one abstention, the Local 100 Executive Board **approved** this contract and **recommended** that Local 100 members approve it.

Now it's your turn to vote.



2005 CONTRACT HIGHLIGHTS

The two top goals of Local 100 members were wages and lifetime medical coverage so they can afford to retire. The contract achieved both, as well as several other major items. The contract also includes a 1.5% membership contribution for health premiums. Here are some details:

- ♦ Wages: 3% 4% 3.5%
- ♦ Lifetime medical coverage
- ♦ 25/55 Pension refund
- ♦ Martin Luther King Birthday holiday
- ♦ \$320/year additional for all maintainer titles
- ♦ State Disability Coverage
- ♦ Increased AVA maximums in most departments

- ♦ OT banking and vacation cash-ins.
- ♦ Reduced Pre-disciplinary suspensions
- ♦ New CED pick every other year
- ♦ 2-year assault pay at run pay
- ♦ Doubled death benefit for line of duty
- ♦ 1st ever stipend for parents of newborns

Just as important is what the contract does **not** include:

- ♦ No Broadbanding
- ♦ No new pension tier for new hires
- ♦ No further Surface Integration

We went out strong. We came back stronger.



TRANSPORT WORKERS UNION

OF GREATER NEW YORK • AFL-CIO • LOCAL 100

80 West End Avenue New York NY 10023
Tel. 212-873-6000 • Fax 212-579-3381 • www.twulocal100.org

Roger Toussaint
President

Ed Watt
Secretary-Treasurer

Darlyne Lawson
Recording Secretary

January 6, 2006

Re: **Proposed Contract, 12-16-05 through 1/15/09**

Dear Brothers and Sisters:

I am pleased to report that the Local 100 Executive Board, by an overwhelming 37 – 4 with 1 abstention voted to approve and to recommend your approval of the attached agreement.

The voting instructions are included in this mailing. The vote will be conducted by the American Arbitration Association (AAA) using the most up to date methods that we expect to produce much greater participation than under past methods. The voting is simple. You can vote from anywhere, even on vacation, by telephone or computer, with strict safeguards for confidentiality.

Read the instructions carefully. The voting date is Friday, January 20th.

I join the Executive Board in strongly recommending a YES vote. Our main concerns were wages, lifetime secure medical coverage and pension reform. We achieved all three, as well as many other gains. Spend some time going over the Agreement. You will see that it includes real gains now and real retirement security for the future.

There are two bitter elements within the Agreement. Extending the term for 1 month, and the 1.5% contribution for health care are things we did not want. But they were necessary for us to achieve lifetime medical, the pension refund and to secure the rest of the Agreement and come out of the strike strong, not beaten down. Our Executive Board agreed that on balance, this Contract and the strike that produced it deserve a strong YES vote.

I have said over and over that what happens away from the table is more important than what happens at the table in determining the outcome of any negotiations. It was clearer than ever this year. From the MAC Attacks to the Days of Action and the mass rallies to the giant Mass Meeting that called for a strike and then a first strike in 25 years, thousands and thousands of transit workers stood tall. In the face of threats and public attacks, we acted in the very best traditions of our Union and of the entire Labor Movement. We won respect the hard way, in the street. I am so proud of all of you.

Now we have to finish the job. Vote YES on January 20th.

Sincerely,

Roger Toussaint
President
RT:vj opei-153

Neil Winberry
Vice President
(Private Lines)

John Mooney
Vice President
(Stations)

Randy Nevels
Vice President
(Rapid Transit Operations)

William Pelletier
Vice President
(TA Surface)

Julio C. Rivera
Vice President
(Maintenance of Way)

Barry Roberts
Vice President
(MaBSTOA)

Ainsley Stewart
Vice President
(Car Equipment Dept.)



515

INDEX

<u>Memorandum of Understanding</u>	
Term	5
General Wage Increases	5
Pension	6
Health Care	6
Miscellaneous Provisions	6
Martin Luther King, Jr. Day	7
Disability Insurance	7
Assault Pay	7
Training and Upgrading Fund	7
Childcare Fund (Stipend for parents of newborns)	7
Equity Fund	8
UAP Staff	8
Departmentals	8
Integrated Agreement	8
 PENSION REFUND SIDE LETTER	 10
 <u>ATTACHMENT A</u>	
Customer Complaints	11
Line of Duty Death Benefit increase	11
Surviving Spouses' Health Benefits	11
Release Time Redlining	11
Structure Maintainers	11
Supply Logistics	11
Monthly Meetings	11
Committee to Review Disciplinary Process	11
Enforcement of Arbitration Awards	12
Health Care Provider Reports	12
 Departmenta Agreements	
 DEPARTMENT OF BUSES	
MAINTENANCE AND PLANT & EQUIPMENT	13
DEPARTMENT OF BUSES TRANSPORTATION DIVISION	14
SINGLE DAY VACATIONS PILOT	15
 DIVISION OF CAR EQUIPMENT	 16
 ELECTRONIC MAINTENANCE DIVISION (BUSES)	 18
 ELECTRONIC MAINTENANCE DIVISION (SUBWAYS)	 19
 MOW – SIGNALS & LINE EQUIPMENT	 20
MOW – ELECTRICAL/POWER DIVISION	21
MOW – TRACK DIVISION	22

MOW – INFRASTRUCTURE & FACILITIES	23
NEW TECHNOLOGY/BARGAINING UNIT PROTECTION/DATA SHARING	24
OA CLERICALS	26
DIVISION OF REVENUE – COLLECTING AGENTS	27
ATTACHMENT – SUSPENDED WEAPONS LICENSE PROGRAM	28
DIVISION OF RAPID TRANSIT OPERATIONS	29
SAFETY	31
DIVISION OF SECURITY	32
DIVISION OF STATIONS	33
TRAFFIC CHECKERS	35

MEMORANDUM OF UNDERSTANDING

AGREEMENT made between the NEW YORK CITY TRANSIT AUTHORITY (hereinafter referred to as "NEW YORK CITY TRANSIT") 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").

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

1 TERM

This agreement shall continue in effect through January 15, 2009. This agreement is subject to ratification by the MTA Board and by the Executive Board and members of the Union.

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, 2005, the rates of pay that were in effect on December 15, 2005 shall be increased by three (3%) percent.

(b) Effective December 16, 2006, the rates of pay that were in effect on December 15, 2006 shall be increased by four (4%) percent.

(c) Effective December 16, 2007, the rates of pay that were in effect on December 15, 2007 shall be increased by three and a half (3.5%) percent.

(d) Rates of pay below the top rates shall be adjusted in accordance with the appropriate progression schedule.

3 PENSION

The MTA and the TWU will support legislation to provide for the refund of the additional member contributions, with interest, made to the New York City Employees' Retirement System by participants of the Transit Operating 25 Year/Age 55 Retirement Program (RSSL § 604-b). The parties agree to make every effort to have such legislation enacted by the first week of July 2006.

Upon enactment of the above legislation, the MABSTOA Pension Plan shall be amended and action shall be taken to provide the same refund.

4 HEALTH CARE

Effective upon full and final ratification of this Agreement, the current plan of benefits shall be amended to provide that pre-medicare retirees receive the same benefits (i.e., hospital, CBP medical, Type D-3 medical, EMB, vision benefits) as active members except that the EMB 1987 schedule will be replaced by the 2005 Ingenix profile at the 80th percentile.

Effective upon full and final ratification of this Agreement, the current prescription drug program shall be amended to cover reversible contraceptives. This shall include oral, vaginal, transdermal, and injectable dosage forms.

Effective immediately, the deductibles for the pre-Medicare drug benefit, which was created pursuant to the 2002 MOU, shall be eliminated. In addition, each retiree eligible to receive such benefit, who used said benefit, during the calendar year 2005 shall be sent a payment of \$300.00.

Effective upon payment of the first general wage increase provided in Sec. 2A of this Agreement all active employees will contribute 1.5% of their bi-weekly gross wages to offset the cost of retiree health benefits. In future years, the 1.5% contribution rate shall be increased by the extent to which the rate of increase in the cost of health benefits exceeds general wage increases. This contribution will be on a pre-tax basis.

Effective upon full and final ratification of this Agreement, all active employees can elect to opt-out of participation in the MTA/NYCT sponsored medical plan provided that they can document that they will be covered by another medical plan sponsored by: 1) a spouse/domestic partner's employer; 2) another employer; 3) armed forces.

The lump sum incentive payment shall be as follows: 1) individual medical coverage - \$550.00; 2) family medical coverage - \$1,100.00; and, 3) if employee opts out of medical coverage and they are enrolled in the medical coverage of their spouse/domestic partner who is employed by NYCT or any other MTA subsidiary or affiliate - \$550.00.

To be entitled to this incentive the employee must remain in active service for the entire opt-out plan year. Additionally, an employee will not be eligible to receive the lump sum payment if he/she re-enrolls. The lump sum incentive shall be received at the end of the plan year.

5 MISCELLANEOUS PROVISIONS

The parties have agreed to Ten (10) miscellaneous provisions, which are attached as Attachment A.

6 MARTIN LUTHER KING, JR. DAY

Effective upon full and final ratification of this Agreement, Martin Luther King, Jr. Day shall be added to the list of observed holidays.

7 DISABILITY INSURANCE

Effective May 1, 2006, the Authorities shall provide a temporary disability insurance policy for all employees equivalent to the policy required by State law of private sector employers (maximum benefit not to exceed \$170.00 per week for up to 26 weeks). A deduction shall be made from employees' paychecks for such policy in an amount not to exceed that provided for in the State law (currently sixty cents per week).

8 ASSAULT PAY

All employees in the titles of Bus Operator, Train Operator and Conductor shall be entitled to assault pay ("run pay") for up to two years for injuries incurred on duty as a result of physical assaults. The assault pay consist of a differential payment which shall be sufficient to comprise, together with any Workers' Compensation payable to him/her under the provision of the Workers' Compensation Law the amount, after taxes, equal to his/her after tax wages for his/her scheduled working time at the time of the accident.

9 TRAINING AND UPGRADING FUND

The Authorities' monthly contribution to the Fund shall be increased to \$350,000. The parties shall recommend to the Trustees that they adopt a Step Program for those seeking Apprenticeship positions who lack the educational qualifications to enter the Apprenticeship Program. Under such Step program, individuals will be paid their weekly wages (including FICA and pension contributions) by the Authorities, which amount shall be offset by the Authorities in their contractual contributions, while they are released from duty and attend on a full time basis a vocational school approved by the Fund, for a period of six months. The parties shall recommend that the Fund provide opportunities for forty persons to avail themselves of this program in each year.

The number of apprentice positions to be appointed annually under the terms of the 2002 MOU shall be continued. However, the provision governing the specific allocation of apprenticeship program positions to various specialties shall be amended to allow NYC Transit to change the allocation among the specialties, provided that the total appointed shall remain 96 annually.

The parties shall forward to DCAS a letter attached as Attachment B requesting amendment of the qualifications for Apprenticeship positions.

The parties shall forward a letter to DCAS attached as Attachment C requesting recognition of that completion of the Transit Certificate Program will enable employees in certain titles to participate in promotion exams, including promotion exams for Train Operator and Conductor.

10 CHILDCARE FUND

The parties shall recommend to the Trustees of the Fund that they provide for stipends to those who have new born children. Such stipends shall amount to two hundred dollars/week for four weeks and should be made available to a parent of a new born child after that parent has exhausted other leave benefits and continues on unpaid leave immediately thereafter.

11 EQUITY FUND

The Fund shall be continued. The resources of the Fund shall be distributed as the parties direct including the following: All persons in Maintainer and Car Inspector titles shall be paid \$320.00 annually. Payment shall be made in the first pay period following December 1, as a supplemental allowance.

12 UAP STAFF.

The contract shall be amended to make clear that the Director and staff of the Union Assistance Program shall be appointed by the President of Local 100 subject to the Authorities' concurrence that the appointees meet the qualifications of applicable law to perform the services that they perform.

13 DEPARTMENTALS

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

14 INTEGRATED AGREEMENT

The parties agree that a committee will be formed consisting of two (2) members appointed by the TWU and two (2) members appointed by MTA NYCT within ninety (90) days of the signing of this Agreement to finalize the integration of the 2002 MOU and the current MOU.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION, WHETHER BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFORE, TO PERMIT ITS IMPLEMENTATION SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS TAKEN SUCH ACTION. 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 27th day of December.

New York, New York

APPROVED AS TO FORM: NEW YORK CITY TRANSIT AUTHORITY

/s/GD for
KATHERINE N. LAPP
Executive Director,
Metropolitan Transportation Authority

Date

APPROVED AS TO FORM: TRANSPORT WORKERS UNION,
LOCAL 100, AFL-CIO

/s/RT
ROGER TOUSSAINT
President, TWU Local 100

Date

Pension Refund Side Letter

December 27, 2006

Dear Mr. Toussaint

This will confirm our recent discussions regarding the proposed legislation referenced in paragraph 3 of the MOU. If such legislation is not enacted by July 2006, the union may elect a one time conversion of its claim. In such an event, the MTA will place the sum of \$131.7 million dollars into a fund. Any TWU member may elect to receive from that fund the same amount as would have been available had such legislation been enacted, provided such member signs an irrevocable waiver, in a form approved by NYCERS, waiving any claim in the future to such contributions still held by either NYCERS or the MaBSTOA Pension Fund, and an agreement with the employer to repay the amount received from the MTA Fund if such employee receives a refund from NYCERS or the MaBSTOA Pension Fund. The parties recognize that distributions from this employer sponsored fund would be taxable unless otherwise transferred pursuant to the Internal Revenue Code Sections authorizing tax sheltered treatment.

Very truly yours,

/s/GD

Gary J. Dellaverson
Director, Labor Relations

/s/RT

I Concur Roger Toussaint

ATTACHMENT A

1. Customer Complaints. When an employee is disciplined based solely on a customer complaint and where the recommended penalty is dismissal, the employee will not be pre-disciplinary suspended for the charge until such time as the Union/employee fails to proceed at any step in the grievance procedure. The employee may be assigned to alternate duties. This provision shall not apply where the complaint involves a physical altercation/assault or threats of violence.
2. Line of Duty Death Benefit increase. The Line of Duty Death benefit shall be increased to \$100,000. This increase shall apply with respect to any employee who suffers an accidental death in the line of duty after November 15, 2005 and before January 16, 2009.
3. Surviving Spouses' Health Benefits. The health benefits of surviving spouse of any employee who suffers an accidental death in the line of duty between November 15, 2005 and January 15, 2009 shall be continued for a period of three years.
4. Release Time Redlining. All employees who are released with pay full-time to perform labor-management duties shall be able to pick an assignment in the picks in the department in which they work. Once picked, that job will be red-lined, and in the event the released employee returns to his/her regular work before the next pick, he/she shall take over that assignment. Any other employee who picks a red-lined position will be subject to being bumped to the extra list in the event that the released employee who selected the job returns.
5. Structure Maintainers. Within 30 days of ratification, the President of the Authorities shall meet with the President of the Union to establish the terms upon which the Structure Maintainers who were excessed in 2005 may be returned to their Structure Maintainer positions. It is the parties' intention to effect the expeditious return of employees to maintainer duties.
6. Supply Logistics. In consideration of recent Bus Consolidation issues and effective upon ratification, hourly employees who work in the Department of Supply Logistics shall be granted, in addition to any other wage increases provided for herein, a special differential of fifty cents per hour.
7. Monthly Meetings. In addition to the Monthly Presidential Meeting, similar meetings will take place at the local level, i.e., departmental and sectional level. Records of such meetings will be submitted to the principals.
8. Committee to Review Disciplinary Process. The parties agree to establish a committee to review the disciplinary process to make recommendations as to how to reduce disciplinary actions, particularly with respect to Traffic Checkers, TPPAs, and other high volume areas.

9. Enforcement of Arbitration Awards. If NYC Transit decides to appeal a disciplinary arbitration decision wherein NYC Transit was seeking termination, the affected employee will be returned to work with modified duties unless public safety or danger to fellow employees is involved. If NYC Transit continues to hold the employee out of service and the final court appeal is not successful, the employee will be entitled to any awarded back pay plus a 10% premium on the amount of the awarded back pay.
10. Health Care Provider Reports. To the extent that NYC Transit receives periodic reports from health care providers, NYC Transit will share these reports with the Union as long as HIPAA requirements are not violated. If the Union seeks to speak with a health care provider they will do so with a representative of NYC Transit.

For MTA NYC Transit:

/s/RA
Ralph J Agritelley Date
Vice-President
Labor Relations

For Transport Workers Union, Local 100:

/s/RT
Roger Toussaint Date
President
TWU, Local 100

**DEPARTMENT OF BUSES
MAINTENANCE AND PLANT & EQUIPMENT**

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

- Maintainers working in Plant & Equipment, Department of Buses, shall receive a “Carhartt” jacket.
- Maintainers working in Plant & Equipment, Department of Buses, shall receive the \$5.00 meal allowance under the same terms and conditions as the Maintenance Division, Department of Buses.
- Employees working in Plant & Equipment, Department of Buses, who did not receive a one-time metric tool allowance provided to Maintenance Division employees by the December 15, 2002 Memorandum of Understanding will receive such tool allowance as soon as practical but in no event more than 90 days after final ratification, and new hires will receive such allowance upon hire.
- Employees in the Maintenance Division of the Department of Buses and employees hired or promoted on or after December 15, 2002 who did not receive a one-time metric tool allowance provided to Maintenance Division employees by the December 15, 2002 MOU will receive the one-time metric tool allowance of \$200.00 provided to maintenance employees.

This agreement shall not be offered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2005.

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

_____ Date _____
William Reilly
Chief Facilities Officer
MTA New York City Transit

_____/s/RT_____ Date _____
Roger Toussaint
President
Transport Workers Union, Local 100

_____/s/RA_____ Date _____
Ralph J. Agritelley
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 the principals.

1. Single Day Vacations - Pilot

The parties agree to the following pilot related to the calculation of AVA quotas and single day vacations.

- a) Effective upon ratification of the collective bargaining agreement, the AVA/personal day quota in each depot shall be calculated at one percent (1%) of the budgeted allocation of bus operators for each depot (rounded to the nearest 100 operators). Single day vacations will not be included in the AVA/personal day quota.
- b) The Birthday Holiday will not be included in the AVA quota.
- c) The allocation of single day vacations for each depot shall be calculated as follows:
The total number of designated single day vacations will be distributed evenly throughout the year.

This pilot will remain in effect for a period of one year commencing 1 January 2006. Either side may terminate the pilot by written notification thirty (30) calendar days prior to the expiration of the pilot. If neither side makes such notification, the pilot will become part of the collective bargaining agreement and section 5.1(Y) will be amended accordingly.

2. AVA Accrual – Transportation Division

Department of Buses employees in the Transportation Division will be permitted to accrue up to seven (7) AVA days.

This agreement shall not be offered into evidence during any interest arbitration procedures on the contract to be effective 16 December 2005.

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

NEW YORK CITY TRANSIT

TRANSPORT WORKERS UNION, Local 100

Millard L. Seay Date
Sr. Vice President, Buses

/s/BR
Barry Roberts Date
Vice President, MaBSTOA

/s/RA
Ralph J. Agritelley Date
Vice President, Labor Relations

/s/WP
William Pelletier Date
Vice President, TA Surface

Barry Roberts, Vice President, MaBSTOA
William Pelletier, Vice President, TA Surface
80 West End Avenue
New York, NY 10023

This is to confirm the parties' understanding reached on December 16, 2005 regarding the Transportation Division allocation of single day vacations pilot.

Sincerely,

Agreed: /s/BR
Barry Roberts Date

_____/s/WP_____
William Pelletier Date

DIVISION OF CAR EQUIPMENT

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. Annually, all DCE hourly employees will be provided more shoe/boot style options including water-resistant shoes or boots. DCE hourly employees who are medically certified as unable to wear TA issued safety shoes for medical reasons and who are authorized and on their own time procure alternate approved safety shoes will be reimbursed the purchase price paid by him/her up to the Transit-paid cost at the time of purchase.
2. The current AVA maximum of ten (10) days will be increased to twelve (12) 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. 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. Only two (2) AVAs may be cashed out at any time.
3. Section 3.4 B. Picks will be modified as follows: "Car Equipment will conduct one (1) annual system-wide pick for each title during odd numbered years and two (2) system-wide picks during even numbered years beginning in 2006." The move date associated with each pick will be determined by management.
4. The Inspection Team pick will include the back-fill/utility Car Inspector position. When not assigned to one of the inspection teams, they will revert to their utility assignment.
5. Effective January 1, 2006, holiday observance will mirror the standard business practice of holidays falling on a Saturday being observed on the preceding Friday, and holidays falling on a Sunday being observed on the following Monday.
6. At the annual vacation pick, all DCE hourly employees having at least one year of service immediately before the vacation plan year, will be permitted to cash-in one week of vacation at the end of the vacation year. This provision will be effective with the May 2006 vacation pick. All payments made pursuant to this subdivision are non-pensionable.

This agreement shall not be offered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2005.

This Divisional package 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

Michael Lombardi, Senior Vice President
Date:

/s/RT

Roger Toussaint, TWU, Local 100 President
Date

/s/RA
Ralph J. Agritelley Date
Vice President, Office of Labor Relations

ELECTRONIC MAINTENANCE DIVISION (BUSES)

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.

- Electronic Equipment Maintainers and Revenue Equipment Maintainers working in Bus Maintenance as of ratification shall receive a “Carhartt” jacket.
- Electronic Equipment Maintainers and Revenue Equipment Maintainers working in Bus Maintenance shall receive the \$5.00 meal allowance under the same terms and conditions as the Maintenance Division, Department of Buses.

This agreement shall not be offered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2005.

This Divisional package 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:

/s/RA

Ralph J Agritelley Date
Vice-President
Labor Relations

/s/RT

Roger Toussaint Date
President
TWU, Local 100

ELECTRONIC MAINTENANCE DIVISION (SUBWAYS)

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.

- The current AVA maximum of 6 days accrual will be increased to 10 days for employees in the titles of Telephone Maintainer, Electronic Equipment Maintainer, and Revenue Equipment Maintainer who are covered under contract sections 3.6 and 4.4. The maximum of 10 will increase to 12 AVA's 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 14 AVA's. 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.
- Employees may elect to bank overtime hours in lieu of receiving overtime pay. Such time will correspond to the overtime earned. This bank of overtime hours may be accrued up to a maximum of 40 hours. Use of such banked time as paid time off shall be within established AVA/personal day quotas. Utilization of such banked time beyond established quotas shall be at Management's sole discretion. Time not utilized by December 31 of each year will be paid in cash during the subsequent January.
- Employees may elect to cash in one week of vacation at the end of the leave year in accordance with the procedures established by the division. Such vacation cash in shall be non-pensionable.

This agreement shall not be offered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2005.

This Divisional package 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:

/s/RA

Ralph J Agritelley
Vice-President
Labor Relations

Date

/s/JCR

Julio C Rivera
Vice President
Maintenance of Way

Date

MOW –SIGNALS & LINE EQUIPMENT

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' (Signals) and 8 days' (Line Equipment, Section 3.5) accrual will be increased to 10 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 14 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 2002 MOU RDO Swap Pilot Program in Line Equipment (Lighting) will be made permanent.
- Employees may elect to bank overtime hours in lieu of receiving overtime pay. Such time correspond to the overtime earned. This bank of overtime hours may be accrued up to a maximum of 40 hours. Use of such banked time as paid time off shall be within established AVA/personal day quotas. Utilization of such banked time beyond established quotas shall be at Management's sole discretion. Time not utilized by December 31 of each year will be paid in cash during the subsequent January.
- Employees may elect to cash in one week of vacation at the end of the leave year in accordance with the procedures established by the division. Such vacation cash in shall be non-pensionable.

This agreement shall not be offered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2005.

This Divisional package 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:

/s/RA

Ralph J. Agritelley
Vice-President
Labor Relations

Date

/s/JCR

Julio C. Rivera
Vice President
Maintenance of Way

Date

/s/RF

Ricardo Figueroa
Chairman

Date

MOW – ELECTRICAL/POWER DIVISION

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 10 days' accrual will be increased to 12 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 14 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.
- PMBs who work in System Operations will be paid an hourly differential of \$.50 per hour for all hours worked "on the desk". Employees who work on the desk will be required to wear appropriate office attire. When tours are changed for the purposes of training (either the employee being trained or the employee whose tour is changed to fill in for the employee being trained), there will be no tour change premium associated with such tour changes. Training that results in tour changes beyond 10 working days per year shall be entitled to tour change penalties as in the past. Employees will receive seven (7) days' notice for a change of tour for training purposes.
- Employees may elect to bank overtime hours in lieu of receiving overtime pay. This bank of overtime hours may be accrued up to a maximum of 40 hours. Utilization of such bank shall be at Management's sole discretion. Time not utilized by December 31 of each year will be paid in cash during the subsequent January.
- Employees may elect to cash in one week of vacation at the end of the leave year in accordance with the procedures established by the division. Such vacation cash in shall be non-pensionable.

This agreement shall not be offered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2005.

This Divisional package 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:

<u>/s/RA</u>		<u>/s/JCR</u>	
Ralph J. Agritelley	Date	Julio C. Rivera	Date
Vice-President		Vice President	
Labor Relations		Maintenance of Way	
		<u>/s/TU</u>	
		Tony Utano	Date
		Chairman	

MOW – TRACK DIVISION

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 8 days' accrual will be increased to 12 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 14 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 RDO Swap Pilot at Linden Shop, as described in the 2002 MOU and with the same terms and conditions, will continue for the term of the collective bargaining agreement.
- Employees may elect to bank overtime hours in lieu of receiving overtime pay. This bank of overtime hours may be accrued up to a maximum of 40 hours. Utilization of such bank shall be at Management's sole discretion. Time not utilized by December 31 of each year will be paid in cash during the subsequent January.
- Employees may elect to cash in one week of vacation at the end of the leave year in accordance with the procedures established by the division. Such vacation cash in shall be non-pensionable.

This agreement shall not be offered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2005.

This Divisional package 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:

/s/RA
Ralph J. Agritelley
Vice-President
Labor Relations

Date

/s/JCR
Julio C. Rivera
Vice President
Maintenance of Way

Date

MOW – INFRASTRUCTURE & FACILITIES

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 8 days' accrual will be increased to 12 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 14 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.
- Employees may elect to bank overtime hours in lieu of receiving overtime pay. This bank of overtime hours may be accrued up to a maximum of 40 hours. Utilization of such bank shall be at Management's sole discretion. Time not utilized by December 31 of each year will be paid in cash during the subsequent January.
- Employees may elect to cash in one week of vacation at the end of the leave year in accordance with the procedures established by the division. Such vacation cash in shall be non-pensionable.

This agreement shall not be offered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2005.

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

For MTA NYC Transit:

/s/RA

Ralph J. Agritelley Date
Vice-President
Labor Relations

For Transport Workers Union, Local 100:

/s/JCR

Julio C. Rivera Date
Vice President
Maintenance of Way

/s/CA

Charles Ayala Date
Chairman

NEW TECHNOLOGY/BARGAINING UNIT PROTECTION/DATA SHARING

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) NYCT will notify the Office of the President, TWU Local 100, before making any change to any non-managerial, Professional & Technical job title or description, including any titles represented by TWU Local 100.

(2) NYCT will send TWU copies of all Job Vacancy Notices before the date they are posted.

(3) Amend Attachment I of the 2002-2005 MOU by replacing the term “semi-annual basis” with the term “quarterly.” Add the term “or his/her designee” after the terms “the President of Local 100” and “the President of the Authority.”

(4) Amend Attachment K Paragraph 1 of the 2002-2005 MOU by replacing the term “at least annually” with the term “quarterly.”

(5) The parties agree to establish a Technology Exchange Committee with representatives from the Union and appropriate designees of management from the TIS and the Controller Divisions. The Committee will make a good faith effort to improve upon the accuracy of data provided to TWU and, where reasonable and necessary to the TWU’s role as collective bargaining representative, will examine the utility of various alternative platforms with which to share necessary data. All electronic information transmitted to Local 100 concerning membership lists shall be in one of the following formats: Text, Excel, XML (data inter-exchange) Xbase or CSV. Such membership lists include, but are not limited to, Agency Shop Reports, Change of Status Reports, new hires, dues reports and membership rosters. In the event that a document is not available in the formats specified within this paragraph, NYCT will provide the documents in PDF. According to the Union’s by-laws, the Secretary Treasurer’s Office maintains all membership lists. The data reports specified above will also be copied to the Secretary Treasurer’s Office. The Union will provide two addresses to which these copies can be sent, as appropriate to the medium and the electronic transmission protocol currently utilized by the parties. NYCT will provide the Union with monthly Agency Shop reports in electronic format.

(6) The Committee shall meet at least quarterly. It is understood by the parties that the Committee will not make recommendations nor examine subjects which would breach the confidentiality of employee information or managerial confidentiality. TWU agrees to hold harmless NYCT for any breach or misuse, accidental or otherwise, of any data shared under this section or in any other section of the collective bargaining agreement. The parties agree that nothing contained in numbers 5 and 6 herein shall be subject to the grievance procedure. Any disputes regarding issues arising under paragraph 5 and 6 will be resolved at monthly presidential meetings. The parties reserve all of their rights under the collective bargaining agreement and any applicable law or regulation.

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

/s/RT
Roger Toussaint Date
President
TWU, Local 100

_____/s/ PF
 Pete Foley Date
 Director
 Bargaining Unit Protection

OA CLERICALS

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 principles:

The parties agree that management will notify the Office of the President of all new hires, retirements, resignations, termination, promotions, or lateral moves in the clerical unit as soon as management has notice of same.

The parties agree that management will notify the Office of the President of any vacancies to be filled and/or job postings at least 15 days before making any decision to fill the vacancies.

This agreement shall not be offered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2005.

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

For MTA-NYC TRANSIT

_____/s/RA_____
Ralph J. Agritelley Date
Vice President, Labor Relations

For Transport Workers Union, Local 100

_____/s/BR_____
Barry Roberts Date
Vice President, MaBSTOA Division

DIVISION OF REVENUE - COLLECTING AGENTS

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.

Article IV, section 4.3 O (1-n) of the agreement is hereby modified as follows:

1. At the summer pick collecting agents shall be permitted to pick off for the following holidays, subject to the daily quota allotment: Christmas, New Years, Thanksgiving, Independence Day (July 4th), and Labor Day.

A collecting agent may pick only one (1) of the above stated holidays.

Collecting agents requesting to take the day after Thanksgiving off must submit the request in writing at least thirty (30) calendar days in advance of the holiday. The day off will be granted in seniority order.

-
2. The parties agree to the terms of the pilot program relating to collecting agents with a suspended pistol license. (see attached)

This agreement shall not be offered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2005.

This divisional package 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:

_____/s/ AP_____
Al Putre Date
Chief Revenue Officer
Division of Revenue

_____/s/JM_____
John Mooney
Vice President, Stations/Revenue
TWU, Local 100

Date _____

/s/RA
 Ralph J. Agritelley Date
 Vice President
 Office of Labor Relations

ATTACHMENT

SUSPENDED WEAPONS LICENSE PILOT PROGRAM

This pilot program is scheduled to commence with the Summer Pick of 2006. The purpose of this program is to allow a collecting agent to continue working during a temporary disqualification from carrying his/her weapon.

To be eligible for the program, a Collecting Agent must meet the following criteria:

- License suspension due to an administrative error, through no fault of their own.
- License suspension due to an "Order of Protection" issued against the employee, and the employee has not been arrested or involved in any criminal matter.
- A medical restriction preventing the employee from carrying his/her weapon, and no other restrictions preventing his/her from performing the assigned duties of the restricted job.
- Failure to qualify during weapons training.
- Possession of a valid CDL license.

Two picked inside CRF jobs will be designated as restricted jobs available to collecting agent who meets the eligibility requirements described above.

The eligible employee will be placed in the restricted job and will assume the work schedule and RDOs of such job. The collecting agent who is being bumped out of his/her position will assume the work schedule and RDOs of the pistol license-restricted employee taking his/her position.

A seven-day grace period will be allowed before the swap takes place unless both parties to the swap agree to an earlier date. The seven days will commence once it has been determined that an employee is eligible for the program.

An employee whose pistol license has been suspended may remain in a restricted position for up to four (4) months. At that time, if another employee is eligible for the restricted position, that employee will then take that position. The employee in the restricted position will then be placed in a "no work/no pay status." Assignments to the program initially and thereafter shall be based on seniority.

If, after four (4) months, there are no other employees who are eligible to fill the restricted positions, then the employees in the restricted positions can remain in those positions until such time that another employee becomes eligible.

Any employee whose pistol license is suspended for eighteen (18) months may be subject to termination or returned to a prior title, where applicable.

Any employee whose pistol license is revoked or who is permanently medically disqualified from carrying his/her weapon will be immediately removed from the program.

Any employee who cannot qualify with his/her firearm during range training after a period of ninety (90) days, will either be separated or given the option to return to his/her former title subject to approval by the responsible department/division head.

At anytime during this pilot program either party may terminate it by giving ninety (90) days written notice.

DIVISION OF RAPID TRANSIT OPERATIONS

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 principles:

1. AVA notification time reduced from 30 to 20 days.
2. Employees will be able to designate up to one week vacation in single days and pick up to five of those days at the time of the vacation pick.
3. The parties agree to the establishment of the following labor management committees composed of an equal number of representatives from labor and management:
 - a. The Authority agrees that every reasonable effort will be made to enable every employee to have a reasonable opportunity to eat lunch. Where practical, the Authority shall identify recovery or work as assigned (WAA) time to enable the employee to eat. A committee shall be established to review systemic routes and operations that do not provide a reasonable opportunity to eat and the schedules shall be adjusted to provide that opportunity.
 - b. The Authority agrees that employees who are designated late will be able to resume work that same day or the next day absent unusual circumstances. An employee will be deemed late if they report to work within two hours of their scheduled start time. Employees will be deemed AWOL if they report two hours or more after their scheduled start time.
 - c. The parties shall establish an employee facilities committee to discuss construction, rehabilitation, habitability, and cleanliness of employee facilities. A quarterly report will be issued to the principals.
4. Holidays that fall on a Saturday will be celebrated on Friday; holidays that fall on a Sunday will be celebrated on a Monday.
5. Management agrees to backfill release time positions for long-term illnesses and scheduled vacations spanning one week or more.
6. RTO Sick Leave Incentive. The parties have agreed to a pilot program concerning sick leave for employees in the Rapid Transit division of the TA. In the first pay period following May 1, 2006, all employees in the Rapid Transit division will be paid three "advance" sick days in addition to their regular earnings, and nine days will be added to the employees' sick leave banks. For each such employee, the first three sick days taken during the sick leave year following May 1, 2006 shall not be paid, as such days were already paid in advance, as described above. In the event that the employee does not use one or more of the three sick days paid in advance, those days shall not be considered as used nor as part of the employee's potential balance in calculating eligibility for the sick leave retirement bonus or for eligibility for the 70/30 program.

The pilot program will continue through December 31, 2006. The TA and the Union will meet in the month of January, 2007 to consider the following: (1) whether to continue this pilot program or to change it or add some other program; (2) whether to adopt new discipline systems for absenteeism, including programs for those who are chronically absent; and (3) any other means of improving employee availability and reducing discipline and improving disciplinary and contract grievance and arbitration procedures. It is understood that the decision whether to continue the pilot program shall remain solely that of the Authority.

7. Those employees performing labor-management activities receiving paid leave time will have the option of working 40 or 45 hours a week and to be paid in accordance with the terms of the contract. They will select their option within one week of full execution of the agreement. It is understood that those choosing the 45-hour option must perform 45 hours of labor-management duties to receive such pay.

This provision shall not set a precedent for the payment of release time in any other area of the operation.

This agreement shall not be offered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2005.

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

For MTA-NYC TRANSIT

For Transport Workers Union, Local 100

/s/KOC
Kevin T. O'Connell Date
Chief Transportation Officer

/s/RT
Roger Toussaint Date
President, TWU Local 100

/s/RA
Ralph J. Agritelley Date
Vice President, Labor Relations

SAFETY

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. The parties agree to continue the Safety Rule Dispute Resolution Form Pilot Program for the term of the collective bargaining agreement.
2. The Union commits to advising Union representatives that the Safety Dispute Resolution Form should generally be used by the employee or gang being asked to perform the task precipitating the safety concern. This will in no way bar a Union representative from requesting and using the Form in any manner consistent with the provisions of Attachment G of the 2002 Memorandum of Understanding. NYCT will work with supervisors to prevent any retaliation or intimidation that may result from use of the Form.
3. The parties agree to jointly support legislation that would amend the Assault Bill to include Cleaners.
4. The parties agree to establish a committee to study the feasibility of placing defibrillators in NYCT facilities housing a large number of Transit employees.

This agreement shall not be offered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2005.

This Divisional package 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

_____/s/CK_____
Cheryl Kennedy Date
Vice President
Office of System Safety

_____/s/TE_____
Toney Earl Date
Director, TWU, Local 100 Safety Dept.

/s/RA

Ralph J. Agritelley	Date
Vice President	
Office of Labor Relations	

_____/s/RT_____
 Roger Toussaint Date
 President
 TWU, Local 100

DIVISION OF SECURITY

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 principles:

1. Management shall pay the TPPA license renewal fee (currently \$25.00) at each license renewal date. Management shall reimburse the employees for these fees.
2. A one-year pilot shall be established to allow TPPAs to pick vacation all at once in seniority order, TWU, Local 100 may, at its discretion, inform NYCT that they wish to have this provision deleted from the CBA.
3. Where a TPPA is charged with "failure to challenge" and that failure represents an isolated instance, the employee will not be pre-disciplinary suspended unless the Union/employee fails to proceed at any step of the grievance procedure. If the charge involves a practice or pattern of conduct, the employee may be pre-disciplinary suspended.
4. A committee will be established to review and recommend measures concerning the work of TPPAs, including concerns related to positive identification systems.

This agreement shall not be offered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2005.

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

For MTA-NYC TRANSIT
Division of Security

For Transport Workers Union, Local 100

/s/JJ

John A. Jimerson Date
Chief of Security

/s/RT

Roger Toussaint Date
President, TWU Local 100

/s/RA/

Ralph J. Agritelley Date
Vice President, Labor Relations
For Transport Workers Union, Local 100

DIVISION OF STATIONS

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. Upon ratification of the Collective Bargaining Agreement current allotments issued to Cleaners will be modified as follows:
 - a. Cleaners will be issued a total of four long sleeved shirts per year and may choose between any combination of the currently issued knit shirt and the turtleneck shirt currently available from the vendor.
 - a. Cleaners will be issued one pair of boots per year. Cleaners will be issued a second pair of boots during the first year of this agreement and every two years thereafter.
2. The parties agree to convene a Labor/Management committee to discuss issues relating to uniforms and overtime earnings caps.
3. No later than 30 days after the ratification of the Collective Bargaining Agreement, the Chief Station Officer shall create a Station Safety & Security (SSS) Team comprised of a member of supervision, a TWU representative, and a member of the NYPD Transit Bureau (if available). The express purpose of the SSS Team will be to review personal safety and security issues with Station Agents, and, where feasible, with Cleaners.

The SSS team will visit locations where Station Agents, including Station Customer Assistants, are assigned and provide information on how to work safely. The team will also review the work site with the employee(s) on location and consider any recommendations that would enhance employee safety and security.

The SSS Team will operate for a maximum period of six months, during which the one participant selected by the TWU will be released full time with pay. Upon completion of the Team's mission as stated above, but no later than six months after the Team's creation, the three Team members will meet jointly with the Chief Station Officer and/or Assistant Chief Station Officers to discuss any findings or suggestions.

Creation of the Station Safety & Security Team is in no way intended to supercede, diminish, or enhance any existing rights of the parties relative to safety or security, nor is it intended to provide the parties with any additional rights not now in existence.

4. "Assault Bill" notices will be posted on every station. Postings will be in control areas where feasible.

5. The Authority will provide a separate clipboard in each Station Agent booth which may be utilized by the Union.

This agreement shall not be offered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2005.

This divisional package 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:

/s/BS

Brenda J. Sidberry Date
Chief Station Officer
Division of Station Operations

/s/JM

John Mooney
Vice President, Stations

Date

/s/RA

Ralph J. Agritelley	Date
Vice President	
Office of Labor Relations	

TRAFFIC CHECKERS

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

1. Traffic Checkers Performing Guide-A-Ride and/or CIC Signage Work

- A. Traffic Checkers who perform Guide-A-Ride and/or CIC Signage work shall receive a differential of \$1.50 per hour for all time worked in these functions.
- B. To resolve any and all outstanding pay issues related to Guide-A-Ride and/or CIC Signage work, Traffic Checkers who have performed Guide-A-Ride and/or CIC Signage work since May 2003 will receive a lump sum payment of \$7,140.00 for full-timers and \$5,100.00 for part-timers; Traffic Checkers who have not continuously performed Guide-A-Ride and/or CIC Signage work since May 2003 will receive a prorated lump sum payment for the time spent performing such duties.
- C. Traffic Checkers with a minimum of two (2) years full time experience performing Guide-A-Ride and/or CIC Signage work shall be recognized as satisfying the work experience requirement in the structural trade discipline, subject to DCAS approval where applicable. For the purposes of Apprenticeship qualification, a Traffic Checker may be considered if his/her discipline record over the prior twelve (12) month period contains no suspensions. All other qualification criteria shall be the same as other apprenticeship candidates.
- D. Upon entering the Apprenticeship program, Traffic Checkers who performed Guide-A-Ride and/or CIC Signage work for the equivalent of two years full time shall receive the Apprentice pay rate that applies to those in the third year of the Apprenticeship program.

2. Reporting Allowance

Traffic Checkers who perform ride checks and are required to pick up their assignments from 130 Livingston Street, or a replacement location as may be determined in the future, will receive a one (1) hour reporting allowance at his/her regular rate of pay for each assignment pick up.

3. Opportunity to TA Cleaner Positions

Full Time and Part Time Traffic Checkers will have the opportunity to place their name on a list for available, budgeted TA Cleaner positions. Management will make its selection based on Full Time seniority, then Part Time Seniority, and the employee's work record. Any Traffic Checker with discipline involving suspension time within the preceding 12-month period will not be considered for a TA Cleaner position. To be eligible for appointment, an employee must have completed one year of service as a Traffic Checker.

4. The number of full-time Traffic Checker positions shall be increased from 60 to 65. NYC Transit agrees to appoint the additional five (5) full time Traffic Checkers as soon as practicable, but in no event later than July 1, 2006. In the event that MTA Buses requests that TCO perform checks for that agency, the Authority will meet with the Union discuss whether an additional quota, full time or part time, is needed.
5. The Office of System Safety will review the operation of the Transit Display Facility, located at 2nd Avenue in Brooklyn, to ensure that all safety rules are being followed and that employees are appropriately trained to operate the equipment.
6. Part-time Traffic Checkers will be eligible to participate in the MaBSTOA Pension Plan subject to the NYCERS rules for part-time employee participation, but only for MaBSTOA service. Employees will be able to buy back pension credits for prior MaBSTOA part time service but shall not be able to buy credits for service rendered prior to the date when pension credit for part-time service was first made available to those participating in NYCERS.
7. The parties will continue discussions concerning how to increase the opportunities for Traffic Checkers to pick work assignments in geographical zones.
8. When the Union identifies a location where Traffic Checkers are to be assigned that may pose a risk to health and safety, the parties will perform a joint inspection to survey the assigned work areas.

This agreement shall not be offered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2005.

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

NEW YORK CITY TRANSIT

TRANSPORT WORKERS UNION,
Local 100

/s/KH Date _____
Keith Hom
Chief of Operations Planning
MTA New York City Transit

/s/RT Date _____
Roger Toussaint
President
Transport Workers Union, Local 100

/s/RA Date _____
Ralph J. Agritelley
Vice President
Office of Labor Relations

Notes

Notes

Notes

TWU LOCAL 100



UNITED INVINCIBLE

Transport Workers Union Local 100

80 West End Avenue

New York, NY 10034

212-873-6000 www.TWULocal100.org