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Union: Transportation Communications Union

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Expiration Date: 3/31/15

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AGREEMENT

Entered into by and between

METROPOLITAN TRANSPORTATION AUTHORITY
BUSINESS SERVICE CENTER

and

EMPLOYEES

Represented by

TRANSPORTATION COMMUNICATIONS UNION

1/1/11 - 3/31/15

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
JAN 25 2011
ADMINISTRATION
This Agreement shall apply to all BSC employees represented by the Transportation Communications Union, except that transferees covered by the “Memorandum of Understanding on Establishment of BSC Operations” shall enjoy the terms specified therein.

SCOPE RULE

(a) These rules shall constitute an agreement between the Metropolitan Transportation Authority Business Service Center (“BSC”) and its employees in the titles, or successor titles, herein set forth as represented by the Transportation Communications Union (“Union”) and shall govern the hours of service, working conditions and rates of pay of employees working in such titles, or successor titles, subject to such modifications and exceptions as hereinafter set forth.

(b) The Union shall have the right to represent employees in an agreed upon number of the titles set forth in Appendix A.

(c) Any non-represented managers who do work of the type done by the TCU bargaining unit titles or successor titles will be technically covered (“T.C.”) positions. The occupants of T.C. positions are covered by the Scope Rule, Rule 23(d) (Rates of Pay – General wage increases) and Appendix B (Dues Deduction, Agency Shop and Check Off Agreement) of this Agreement, but it is understood that all such positions and the individuals are excepted from the application of all other rules of this Agreement.

(d) Nothing in this Agreement shall be construed to permit changes in titles so as to remove positions and work from the application of these rules, except by agreement between the BSC and the Union.

DEFINITIONS

Where the term “Union” appears in this Agreement is shall be understood to mean the regularly constituted committee (or any member or members thereof) of the Transportation Communications Union, or the Officers of the Organization of which that committee is a part.

Where the term “BSC” or “Employer” appears in this Agreement it shall be understood to mean the MTA Business Service Center or its highest officer or his/her designated representative with proper authority to negotiate rules changes or agreements.

Where the number of days mentioned in the Agreement is thirty or less, rest days and the fixed holidays recognized shall not be included in the computation thereof.

MANAGEMENT RIGHTS

Without limitation upon the exercise of any of its statutory powers or responsibilities, the Employer shall have the unquestioned right to exercise all normally accepted management prerogatives, including the right to fix operating and personnel schedules, impose layoffs, determine work loads, arrange transfers, order new work assignments, and issue any other directive intended to carry out its managerial responsibility to conduct the business of the Employer safely, efficiently and economically.
POLICIES AND PROCEDURES

Except as set forth in this Agreement to the contrary, the policies and procedures of the Metropolitan Transportation Authority will apply.

RULE 1
Forty Hour Week

(a) There is established a work week of 40 hours, consisting of five days of eight hours each, exclusive of meal periods, with two consecutive days off in each seven. The workweeks may be staggered in accordance with operational requirements; so far as practicable, the days off shall be Saturday and Sunday.
(b) The term “workweek” shall mean a week beginning on the first day on which the assignment is scheduled to work.

RULE 2
Day’s Work

Unless otherwise provided in this Agreement, eight (8) consecutive hours on duty, exclusive of the meal period, shall constitute a day’s work, for which eight-(8) hours’ pay at the pro-rata rate will be allowed.

RULE 2A
Direct Deposit

Employees will be paid bi-weekly by direct deposit to any bank or credit union of the employee’s choice. Pay statements showing pertinent information regarding the employee’s compensation and benefits, e.g., the net amount of the direct deposit, accrued leave balances, etc., may be issued or made available for the employee to access electronically.

RULE 3
Work On Unassigned Days

Where work is required by the BSC to be performed on a day which is not a part of any assignment, it will be performed first by the senior qualified employee if available; second, by any other qualified employee.

RULE 4
Starting Time

(a) Regular assignments shall have a fixed starting time, and the regular starting time shall not be changed without at least twenty-four (24) hours’ notice to the employees affected. In the event an employee who intends to be off fails to notify his/her department head during his regular tour hours on the scheduled work day prior to the day off, the employee’s position may be filled by any available employee and no penalty time claim will be entertained as a result of this action. (Example: Employee who works 8:30 AM – 5:00PM, Sat. & Sun. off, must provide notice between 8:30 AM and 5:00 PM on Friday that he will be off on Monday).
(b) Up to thirty percent (30%) of the positions in a department (e.g., I.T.) may be assigned without restriction as to starting times and/or relief days. They will, however, be afforded two (2) consecutive relief days and remain subject to a forty-hour workweek consisting of five (5) days work of eight (8) hours each, exclusive of the meal period.

(c) Overtime assignments can be made at anytime after it is known that such assignment will be necessary. (Example: Notice is given on Wednesday that employee will be off the following Monday. Overtime to cover the absent employee’s assignment can be assigned anytime after notice is given).

(d) Unless otherwise agreed to, in writing, between the Union and the BSC, work shall begin between 6:00 AM and 11:00 AM.

(e) Flextime arrangements for individual employees may be permitted consistent with the operational needs of the BSC according to a procedure agreed between the Union and the BSC.

RULE 5
Assignments Starting in Advance of Midnight, At Midnight

(a) All assignments with a tour of duty starting in advance of midnight on any given day which includes working hours after midnight are considered assignments of the day the tour begins.

(b) A tour of duty starting at 12:00 midnight will be considered as work performed on the following day.

(c) Principles set forth in paragraphs (a) and (b) of this Rule are also applicable in the case of the fixed holidays recognized and the days in advance thereof.

RULE 6
Meal Period

A meal period which shall be continuous will be established for each position between the third and fifth hour after starting time, with full release from duty during such meal period. An employee required to work his/her meal period will be paid for the actual amount of time worked during the meal period. If approved by the department head, the employee may elect to end that tour early by the equivalent amount of time actually worked during the meal period, in which case the meal period work will be included as part of the regular paid consecutive hours on duty. Except as provided herein, all meal periods are unpaid.

RULE 7
Seniority/Seniority District

(a) Newly-hired BSC employees will start TCU seniority, effective with entry into the BSC.

(b) The BSC will constitute a single seniority district. BSC seniority is considered for purposes of resolving conflicts in vacation assignments and other similar entitlements. The BSC’s managerial rights with respect to selecting applicants for positions are in no way affected or restricted by BSC seniority, except as may be set forth in this Agreement.
RULE 8
Seniority Roster

(a) A list (roster) showing the applicable seniority/hiring dates of employees will be revised as of January 1, and made available for electronic access by affected employees in January of each year. Copy will be furnished or made available to the General Chairman and Local Chairmen.

(b) Employees’ seniority as shown on roster will be open to protest in writing for a period of sixty (60) days from the date the employee’s name first appears on the roster, except that in case an employee is off duty on leave of absence, furlough, sickness, disability or suspension at the time the roster is made available, such employee will have sixty (60) days from the date he/she returns to duty to enter a protest. Seniority of employees not protested, in writing, within the above-specified time limits will be deemed to have been accepted as correct and not subject to further appeal, except to correct typographical errors or to restore names which appeared on the preceding roster and which were omitted in error.

(c) No change on seniority rosters will be made by the management without concurrence with the General Chairman or his designee.

(d) A note shall be placed on the roster stating the person to whom and the time limit for filing protest thereto. Necessary corrections on a roster shall be made on the next issue thereof.

RULE 9
Seniority, Date Of

Seniority of an employee entering service in the BSC shall date from the day and hour his/her pay starts in a position covered by this Agreement. In the event two (2) or more employees start work at the same time on the same day, the last three digits of their social security numbers will determine their relative order of seniority, the larger number being senior to the next junior employee.

RULE 10
Retaining Seniority – Supervisory or Official Positions

Employees who are promoted to non-represented positions shall, as a prerequisite to retaining seniority on the roster, be required to retain full membership in good standing for a probationary period of one year (subject to Agency Shop regulations), following which he/she may exercise his/her personal option to either discontinue his/her union membership and consequently his/her seniority, or to retain his/her full union membership and seniority.

RULE 11
Service Letters

When employees covered by these rules who have been in the service ninety (90) days or more leave the service of the BSC, they shall, upon request to the proper official, be furnished with a letter showing length of service, capacity in which employed, and reasons for leaving, which they must sign when presented.
RULE 12
Access to Agreement

This BSC/TCU Agreement will be made available for electronic access by employees.

RULE 13
Overtime

Time worked in excess of forty (40) hours in a work week will be paid at the overtime rate to non-exempt employees as required by the federal Fair Labor Standards Act (FLSA). Exempt employees as defined in the FLSA will accrue compensatory time on an hour for hour basis for time worked in excess of 40 hours in a work week.

RULE 14
Relief Day Work

Relief day work will be compensated in accordance with Rule 13.

RULE 15
Holiday Payment

All active employees will be entitled to the following 10 paid holidays for the work day on which the holiday is observed: New Year’s Day, Martin Luther King, Jr. Birthday, President’s Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, The Day After Thanksgiving Day, Christmas Day.

Payment for a holiday will be eight (8) hours at the straight time rate of pay for the position to which assigned.

To qualify for holiday pay, the employee must work the regularly scheduled workday before and after the holiday. Paid vacation will be considered as having worked for qualifying purposes. Paid sick leave will not be considered as having worked for qualifying purposes.

Employees required to work on a holiday will be paid in accordance with Rule 13. For purposes of this rule, paid holiday pay of eight hours will count towards the accumulation of 40 hours in the work week.

RULE 16
Sick Leave

(a) All employees covered by this Agreement will be afforded five (5) paid sick days per calendar year. A sick day is eight hours pay at the straight time rate.
(b) Sick leave for all employees covered by this Agreement will be administered in accordance with MTA All-Agency Sick Leave Policy # 11-014.
(c) Accumulated sick leave cash-out for all employees covered by this Agreement will be administered in accordance with MTA All-Agency Policy # 11-015 on Cash Out of Accumulated Sick Leave.
RULE 17

Discipline

(a) Employees will not be suspended nor dismissed from service without an investigation and a hearing.

(b) Employees suspected of committing a major offense may be suspended pending an investigation and a hearing. Major offenses include without limitation (1) theft; (2) unsafe practices; (3) serious insubordination; (4) threatening or abusive conduct; (5) fighting while on duty or on the Employer’s premises or property; (6) using or being under the influence of alcohol, cannabis or illegal drugs while on duty; (7) serious criminal activity.

(c) An employee who is required to make a statement prior to a hearing in connection with any matter which may eventuate in discipline to the employee, if he/she desires to be represented, may be accompanied by his/her union representative. A copy of his/her statement, if reduced to writing and signed by him/her, shall be furnished to him/her by the Employer upon his/her request and to the union representative when requested.

(d) Employees shall be given written notice of charge reasonably in advance of a hearing. Such notice shall fairly apprise the employee of the conduct or circumstances for which the employee may be subject to discipline and the time and date of the hearing. No charge shall be made that involves any offense of which the employee’s department head has had actual knowledge that the employee was involved ten (10) calendar days or more, except where a civil action or criminal proceeding results from the offense, in which event the charge may be made within thirty (30) days the employee’s department head has had actual notice of the final judgment.

(e) Except in the case of a major offense, departmental management/supervision may meet with an employee and his/her union representative and agree upon a penalty of a warning, reprimand or record-only suspension up to 5 work days. No formal charges would be issued but any agreed upon penalty becomes part of the employee’s disciplinary record, recorded as a warning, reprimand or suspension time. Departmental management may choose to limit the discipline to an oral reprimand, which will not be recorded. No appeal may be taken from the agreed upon discipline or oral reprimand. The employee may reject the proposed penalty and request a hearing.

(f) An employee may be accompanied by his/her union representative at the hearing, where the employee or the union representative shall be permitted to question witnesses insofar as the interest of the employee is concerned. The employee shall make his/her own arrangements for the union representative’s appearance, and no expense incident thereto shall be borne by the Employer.

(g) In the case of a major offense only, a stenographic recording of the hearing will be made, a copy of which will be provided to the employee and to the union representative who accompanied the employee at the hearing.

(h) If discipline is to be imposed following the hearing, the employee will be given written notice thereof at least ten (10) days prior to the date the discipline is to become effective, except that in cases involving major offenses discipline may be made effective at any time after the hearing without advance notice. If discipline to be imposed is suspension, the time the employee has been suspended prior to serving the discipline notice shall be applied against the period of suspension.

(i) Disciplinary suspensions and reprimands assessed for minor offenses shall be removed from an employee’s discipline record no less than three (3) years following the date such discipline was assessed. If the discipline assessed was subsequently modified by the Employer or through arbitration, the three-year period will commence from the date the discipline assessed was finally adjusted.
(j) Employees who receive a disciplinary suspension as a result of an incident for which they were suspended prior to a hearing shall, not less than eight (8) years following final disposition of the matter (either by settlement by the Employer or through arbitration), have the right to request that the Employer review the suspension and remove it from their discipline record. Final decision in this matter will be made by the department head.

RULE 18
Appeal-Discipline
Representation At Appeal

(a) An employee who considers that an injustice has been done him/her in discipline matters and who has appealed his/her case in writing to his/her department head within (10) days shall be given a hearing. This appeal, where the discipline imposed is a suspension, shall act as a stay (except in the case of a major offense) in imposing the suspension until after the employee has been given a hearing.

(b) At appeal hearings on appeals, an employee may be represented at his/her own expense by a union representative. After the appeal has been acted upon by the department head or his/her designee, the employee shall be advised in writing of the department head’s decision. If the decision in cases of suspension is to the effect that the suspension will be imposed, either in whole or for a reduced period, the stay referred to in paragraph (a) of this Rule shall be lifted and the suspension imposed.

(c) If the decision of the department head is unsatisfactory, the employee or the union on his/her behalf, may appeal the case to the Director of Labor Relations.

(d) When an employee is suspended on a charge and he/she is later exonerated, the charge shall be stricken from his/her record and he/she will be compensated for the difference between the amount he/she earned while suspended or while otherwise employed and the amount he/she would have earned on the basis of his/her regular assigned working hours for the period he/she was actually suspended.

(e) Upon five (5) working days written request to the Employer’s Vice President of Human Resources, employees shall be permitted to review the contents of their personal history record on file with the Human Resources Department.

RULE 19
Time Claims, Grievances, Complaints and Disputes

(a) All claims or grievances must be presented in writing by or on behalf of the employee involved (the “grievant”), to the department head or his/her designee authorized to receive same, within thirty (30) days from the date of the occurrence on which the claim or grievance is based. A claim or grievance alleging a continuing violation of any agreement may be filed at any time and all rights of the grievant(s) involved shall, under this Rule, be fully protected by the filing one such claim or grievance as long as such alleged violations, if found to be such, continue. However, no monetary claim shall be allowed retroactively for more than thirty (30) days prior to the filing thereof. With respect to claims and grievances involving an employee suspended in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

(b) Within thirty (30) days of receipt of the claim or grievance, the department head or designee will respond in writing advising a decision, and if denied the reason(s) for such denial.
(c) If the grievant is not notified as provided in paragraph (b), the grievance shall be allowed as to any
money damages until the Employer notifies the grievant. If the claim or grievance is denied an
appeal may be taken by the union, but not the employee involved, to the Director of Labor Relations
or his/her designee authorized to receive same. Such appeal must be in writing and must be taken
within thirty (30) days from the grievant’s receipt of the denial or, in the case of no decision, sixty
(60) days from the date the claim or grievance was presented. Failing to comply with this provision,
the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the
contentions of the employees as to other similar claims or grievances.

(d) Within thirty (30) days of receipt of a written appeal the Director of Labor Relations or his/her
designee shall meet with the union for the purpose of resolving the claim or grievance. If unable to
resolve the claim or grievance, the Director of Labor Relations or his/her designee will provide the
union with a written decision within fifteen (15) days of their meeting.

(e) The union, but not the employee, may, within sixty (60) days of the decision of the Director of
Labor Relations or his/her designee, serve on the Director or his/her designee a demand for
arbitration and thereby submit the matter to the New York State Public Employment Relations
Board (PERB) for arbitration before an arbitrator selected from a panel submitted by PERB pursuant
to 4 NYCRR Part 207 in accordance with PERB’s Voluntary Grievance Arbitration Procedures. The
decision of the arbitrator shall be final and binding upon the parties and the Employer and employees
affected; provided, however, that the arbitrator shall have no right, power or authority to render any
decision or award which alters, modifies, adds to or amends this Agreement unless the parties confer
authority to modify in a separate written agreement or to award costs and fees, including any
attorneys fees; and provided further, that the jurisdiction of the arbitrator in such matters shall be
limited to determining whether the claim or grievance has merit under the terms of this Agreement.
Should any party fail to appear before the arbitrator on any matter submitted to arbitration as
provided herein, the arbitrator may not proceed with the hearing. All costs of arbitration arising out
of a hearing which is cancelled due to one party’s failure to appear shall be borne entirely by that
party.

(f) Failure to timely serve the demand for arbitration of an arbitrable grievance shall result in the right
to arbitrate such claim or grievance being deemed waived. It is understood, however, that the union
and the Director of Labor Relations or his/her designee may agree to extend applicable time limits at
any step of the handling of the claim or grievance.

(g) This Rule recognizes the right of the union party hereto to file and prosecute claims and grievances
for and on behalf of the employees it represents.

RULE 20
Probationary Employees

(a) New employees and employees of the MTA or any of its constituent agencies who transfer into
positions covered by this Agreement ("probationary employees"), except for grandfathered Metro North
and Long Island Railroad employees, shall serve a probationary period of one year after they begin
work.

(b) During the probationary period, probationary employees may be terminated without explanation of
cause and without any pre-termination or post-terminations rights granted to non-probationary
employees covered by this Agreement, including without limitation, the right of appeal.

(c) The provisions of this Rule will not operate to prevent termination at any time of any employee who
has intentionally given false information on his/her application for employment under this Agreement.
Rule 21
Attending Court or Inquest

(a) Employees released from duty to attend court or inquest by direction of an officer of the Employer will be paid actual time lost from duty, and necessary expenses will be allowed when away from home.

(b) For attending court or inquest by direction of an officer of the Employer on days not assigned to work, employees will be paid actual time.

(c) Employees required by an officer of the Employer to attend court or inquest at any other than the above-mentioned times will be compensated for the time so engaged.

(d) Time paid under this Rule will be considered time worked during the work week for purposes of the application of Rule 13.

(e) Witness fees and mileage will be remitted to the Employer.

(f) An employee will return to duty if he/she has been released during a scheduled tour of duty, provided sufficient time remains for him/her to return to work.

Rule 22
Attending Investigations

(a) Employees required to report for investigation immediately after having finished or just prior to reporting for work will be paid continuous time in accordance with Rule 13 for time spent attending the investigation.

(b) If required to attend investigations at other than the above-mentioned times, except when under pay, they will be compensated for the time spent attending the investigation. Such time will be considered time worked during the work week for purposes of the application of Rule 13.

(c) This Rule also applies to employees required by the Employer to attend investigations as witnesses.

Rule 23
Rates of Pay

(a) Pay ranges for titles represented by the Union signatory hereto are shown in Appendix A.

(b) The Employer will determine the annual salary of each new hire within these negotiated ranges, the minimum and maximum inclusive.

(c) The Employer will have the right to increase an employee’s rate of pay within negotiated ranges, the minimum and maximum inclusive, based on merit, e.g., upon his/her attaining additional skills/qualifications. Provided, however, on each anniversary after years 1 through 6 the individual employee’s rate shall be no less than 70%, 75%, 80%, 85%, 90%, 100% of the maximum base rate in Appendix A. This shall also apply to non-represented incumbents who become TCU members at the BSC.

(d) General Wage Increases -- The following general wage increases shall apply to new hires into the BSC and non-TCU members who transfer into TCU positions at the BSC, and will be applied to the employees’ actual salaries:
0% effective January 1, 2011;
2% effective January 1, 2012;
2% effective January 1, 2013;
3% effective April 1, 2014;
2% effective January 1, 2015.

(c) Established positions shall not be discontinued and new ones created under a different title covering substantially the same type of work of the discontinued position for the purpose of reducing the rate of pay or evading the application of the rules in this Agreement.

(f) Employees temporarily or permanently assigned to higher rated positions shall receive the established minimum rate for the higher rated position or the employee’s own rate, whichever is greater, while occupying such positions; employees temporarily assigned to lower rated positions shall not have their rates reduced.

(g) A “temporary assignment” contemplates the fulfillment of the duties and responsibilities of the position during the time occupied, whether the regular occupant of the position is absent or whether the temporary assignee does the work irrespective of the presence of the regular employee. Assisting a higher rated employee due to temporary increase in the volume of work does not constitute a temporary assignment.

RULE 24
Jury Duty

(a) Employees shall receive what they would have earned had they remained at work while serving on jury duty and will not be required to remit to the Employer any fees or expenses earned while on jury duty.

(b) Earnings will not be considered as reductions in straight time earnings for pension purposes.

(c) Employees must report to their regular work assignment the workday following the day they are released from jury duty service.

RULE 25
Vacations

(a) Employees covered herein shall be granted vacations in the amount of (1) day per calendar month of service for up to ten (10) days for each of the first three years of service. A calendar month of service as referred to herein shall mean any month during which the employee worked more than fifteen (15) days.

(b) An annual vacation of fifteen (15) days will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding year and who has completed three (3) years of continuous service.

(c) An annual vacation of twenty (20) days will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding year and who has completed ten (10) years of continuous service.

In the event an employee described in (b) and (c) renders less than 100 days of compensated services his/her entitlement shall be calculated as follows:
One hundred (100) days of compensated service shall remain as the minimum number of days to be worked in a calendar year in order for that year to count as a year of service.

(d) Calendar days in each current qualifying year on which an employee rendered no service because of his/her own sickness or injury shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employee with less than three (3) years of service; a maximum of twenty (20) days for an employee with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) or more years of service with the Employer.

(e) In instances where employees have performed seven (7) months service with the Employer, or have performed in a calendar year, service sufficient to qualify them for a vacation in the following calendar year, and subsequently become members of the Armed Forces of the United States, the time spent by such employees in the Armed Forces will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to service of the Employer.

(f) Employees may carry over unused vacation leave balances from one vacation year to the next in accordance with approval procedures of the Employer, and subject to the following limitations:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Limit</th>
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<tbody>
<tr>
<td>1 to 7</td>
<td>40 days</td>
</tr>
<tr>
<td>8 to 14</td>
<td>48 days</td>
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<tr>
<td>15 or more</td>
<td>52 days</td>
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Accordingly, vacation balances in excess of the above thresholds cannot be carried over. Once an employee reaches an accumulated balance above these thresholds at the end of a calendar year, all unused vacation days above that level are lost.

(g) The vacation provided for in this Rule shall be considered to have been earned when the employee has qualified under the existing Agreement. If any employee’s employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, or failure to return after furlough, he/she shall at the time of such termination be granted full vacation pay earned up to the time he/she leaves the service including pay for carried over vacation and the vacation for the succeeding year if the employee has qualified under the existing Agreement, subject to the limits in paragraph (f).

(h) Compensation for each day of vacation will be at the straight time hourly rate of the employee’s regular assignment. If a paid holiday falls within an employee’s vacation week, the employee will be paid for the holiday in lieu of a vacation day. (Example: The employee on vacation from Monday, July 2 through Friday, July 6, will be paid four vacation days, July 2, 3, 5, 6 and one holiday, July 4 Independence Day).
RULE 26
Personal Leave

Subject to the limitations set forth herein, the Employer will grant to each regularly assigned employee subject to this Agreement personal leave days. Compensation for each personal day will be at the straight time hourly rate of the employee’s regular assignment.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Personal Days</th>
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<tbody>
<tr>
<td>1 year</td>
<td>0</td>
</tr>
<tr>
<td>2 years</td>
<td>1</td>
</tr>
<tr>
<td>3 or more years</td>
<td>2</td>
</tr>
</tbody>
</table>

(a) Personal leave days, as set forth herein, shall not be taken in conjunction with vacation periods, New Year’s Day, Thanksgiving Day, The Day After Thanksgiving, and Christmas Day, except with the agreement of the department head. Exceptions will be made only in case of a required court appearance and/or mortgage closing.

(b) Personal leave days may not be carried over from one year to the next and will be lost if not taken, provided the employee has had opportunity to take the personal days.

(c) Personal leave must be approved by the employee’s department head on at least 24 hours notice. Such approval, subject to the needs of the Employer, will not be withheld unreasonably.

RULE 27
Bereavement Allowance

(a) Employees covered by this Agreement will be allowed a maximum of three (3) work days off without loss of pay to attend funeral services when a death occurs in the immediate family.

(b) The definition of “immediate family” is understood to mean the employee’s spouse, children, stepchildren, parents, stepparents (current spouse of the employee’s parent), siblings, grandparents, and grandchildren.

(c) Employees must present satisfactory evidence as to the death in the immediate family in the form of a certificate to their department head or his/her designee before any allowance is paid. The form of certificate need not list the cause of death.

RULE 28
Health and Welfare Benefits

Hospitalization, major medical and prescription drug benefits shall be covered under the N.Y State Government Employees Health Insurance Program (Empire Plan) for active employees according to the terms of the plan.

Employees will contribute toward the cost of Health and Welfare benefit premiums equal to 10% of the cost of the single plan premium and 25% of the cost of the family plan premium. Payments will be made through payroll deduction each bi-weekly pay period.
RULE 29
Pension Plan

New hires shall be eligible to participate in a 401k plan. The Employer will match the participant’s contribution dollar for dollar up to a maximum of three percent (3%) of the participant’s gross wages. A participant’s right to the balance in his/her Employer’s Contributions shall become non-forfeitable only upon the first to occur of his/her
(a) completing 5 years of service;
(b) attaining the Normal Retirement Age of 62 while in Continuous Employment; or
(c) death while in Continuous Employment.

In the event the Railroad Retirement System is found by a government agency or court to cover any member of the BSC/TCU bargaining unit, such covered member found to be covered by the Railroad Retirement System shall be ineligible for Employer Contributions to the 401k plan. Any Employer Contributions paid into the covered member’s 401k plan prior to any finding that the Railroad Retirement System covers that TCU member are forfeitable and shall not vest, and are deemed to have not vested.

RULE 30
Use of Personal Vehicle

Employees required by the Employer to use their personal vehicles will be reimbursed in accordance with MTA policy.

RULE 31
Dues Deduction, Agency Shop and Check-Off

The provisions of Appendix B, Dues Deduction, Agency Shop and Check Off will apply.

RULE 32
Term

The term of this Agreement shall be for fifty-one (51) months, commencing January 1, 2011 through March 31, 2015.

Rule 33
Severability

Should any part of this Agreement be construed by appropriate authority or by mutual agreement to be contrary to or in conflict with any law, government agency regulation or ruling, or other union’s contractual rights, the same shall be rendered null and void to the extent of the conflict with law, government agency regulation or ruling, or contractual rights. Provided, however, that this shall not affect the remainder of the Agreement or any other part or provision hereof.
RULE 34
Legislative Action

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 THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year set forth below.

METROPOLITAN TRANSPORTATION AUTHORITY
BUSINESS SERVICE CENTER

By: Sebastian DeSimone
President

[Signature]
3 Dec 2010

By: Benito Fernandez
MTA, Director of Labor Relations

[Signature]
3 Dec 2010

TRANSPORTATION COMMUNICATIONS UNION

By: Joel M. Parker
Special Assistant to the President and International Vice President

[Signature]
3 Dec 2010

By: Art Maratea
International Vice President

[Signature]
3 Dec 2010
### Appendix A – Pay Ranges

<table>
<thead>
<tr>
<th>Department</th>
<th>Position</th>
<th>Minimum</th>
<th>Maximum</th>
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<td>$61,413</td>
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<tr>
<td>Business Operations</td>
<td>Assistant Manager – Business Operations</td>
<td>$40,470.60</td>
<td>$67,451</td>
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<tr>
<td>Customer Management Center</td>
<td>Senior Process Specialist</td>
<td>$40,470.60</td>
<td>$67,451</td>
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<tr>
<td>Customer Management Center</td>
<td>Customer Services Specialist</td>
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<td>HRIS</td>
<td>Operations Analyst</td>
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<td>$61,413</td>
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<td>HRIS Training</td>
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<td>$36,847.80</td>
<td>$61,413</td>
</tr>
</tbody>
</table>
GA & FA
Senior Operations Analyst  $40,470.60  $67,451
Operations Analyst  $36,847.80  $61,413

IT

**Application Development and Production Support**
Specialist II – Software  $40,470.60  $67,451
Specialist II – Software – Temp  $40,470.60  $67,451
Specialist II – Production Support  $40,470.60  $67,451
Specialist I – Software  $36,847.80  $61,413
Specialist I – Production Support  $36,847.80  $61,413

**Database and Platform Administration**
Specialist II – Database Admin. – Temp  $40,470.60  $67,451
Specialist II – Platform Admin. – Temp  $40,470.60  $67,451

**Client Support & IT Operations**
Specialist II – IT Operations  $40,470.60  $67,451
Specialist II – Client Support  $40,470.60  $67,451
Specialist I – IT Operations  $36,847.80  $61,413

**Network & Security Administration**
Specialist II – Network Admin.  $40,470.60  $67,451
Specialist II – Security Admin.  $40,470.60  $67,451
Specialist II – Security Admin. – Temp  $40,470.60  $67,451
Specialist I – Security Admin.  $36,847.80  $61,413

The BSC will identify which positions will be technically covered (see SCOPE RULE paragraph (c)).
Appendix B – Dues Deduction, Agency Shop and Check Off Agreement

Article 1 – Dues Deduction

(a) Upon receipt of written authorization, signed by the employee consenting to the deduction, the Employer agrees that during the term of this Agreement it will deduct from the pay of each employee Union Dues in the amount of ________ times the employee’s hourly rate, rounded to the nearest dollar. Such authorization shall be in the form shown on Exhibit A attached hereto. Dues will be deducted from the employee’s pay on the second pay day each month.

(b) The Union expressly agrees that it assumes full responsibility for the validity and legality of such employee deductions made by the Employer pursuant to paragraph (a) of this Article 1, and further agrees to indemnify and save the Employer harmless from any actions arising out of such deductions.

Article 2 – Agency Shop

(a) For the purposes of this Rule, “member of the Union” shall mean each employee who has executed and delivered to the Employer a union-dues-deduction authorization in the form provided for by Exhibit A, and “join the Union” shall mean the execution and delivery to the Employer of such an authorization.

(b) On each payroll date during the term of this Agreement on which union membership dues are withheld by it, the Employer shall deduct an agency shop fee from the pay of each employee who has been an employee for more than thirty days and who has not joined the Union, in the same manner and in the same amount as union dues are then being deducted by the Employer from the wages of each member of the Union, and shall transmit the same to the Union.

(c) The Union shall, at all times during which the Employer is making such deductions, maintain a procedure providing for the refund to any such employee demanding the return of any part of an agency shop fee deduction which represents the employee’s pro rata share of expenditures by the organization in aid of activities or causes of a political or ideological nature only incidentally related to the terms and conditions of employment. The Union hereby certifies that it has established and there now exists such a procedure.

(d) The Union shall assume the defense of and hold the Employer harmless from and indemnify it against any loss, cost or expense resulting from any claim, by whomever made, arising out of the use of agency shop fee deductions transmitted to it by the Employer in accordance with this Agreement, or out of a failure or refusal of the Union to make a refund of all or any part of any such deduction, or out of a failure of the Union to comply with the provisions of this subsection (d) of this Article 2.

(e) Disputes relating to agency shop fee deductions or to their use shall not be arbitrable, nor shall they be subject to any grievance procedure provided for in any labor agreement between the Employer and the Union, except those in which the Union claims that the Employer has failed or refused to make such deductions and to transmit the same to the Union as herein provided or the Employer claims that the Union has failed or refused to comply with the provisions of paragraph (d) above.
Article 3 – Check Off

The parties agree that to pay the costs incurred with respect to making agency shop fee deductions and transmitting such fees to the Union, the Employer shall have the right to retain a check-off fee at the same rates, if any, as are provided for the check-off of union dues.
This agreement preserves specified terms for employees transferred from the Long Island Railroad or Metro North Railroad (herein “railroads”), establishes a separate TCU bargaining unit in the BSC, provides for additions to the TCU bargaining unit in the BSC as additional functions are consolidated, and identifies the TCU positions at the BSC.

Transfer of Work and Employees

A. TCU Positions Affected

1. There are 71 TCU positions at the MTA railroads (LIRR and MNR) whose functions will be performed at the BSC effective January 3, 2011. Fewer than 71 employees are needed at the BSC to do the transferred work. In order to provide BSC employment opportunities to all TCU members impacted by the BSC and preserve certain terms and conditions of employment, the parties agree that any impacted employees who desire BSC placement will be offered BSC positions consistent with qualifications.

B. Filling BSC positions

2. BSC will make its best efforts to meet with and give an orientation to incumbent employees before TCU jobs are posted.

3. All BSC positions in the TCU bargaining unit will be resume positions.

4. BSC positions will be assigned to incumbents who are performing the type of work transferred to the BSC (e.g., BSC Accounts Payable positions will be assigned first to incumbents working in railroad Accounts Payable positions). This shall also apply to incumbents in impacted positions whose job was abolished before transfer of their work to the BSC.

5. After transfer to the BSC, the BSC will provide the TCU with a combined seniority list of MNR and LIRR affected employees at the Railroads.

6. If not assigned to positions in their area, incumbents will be offered positions in the Document Management Center or Customer Management Center.
7. A bid/bump employee cannot be bumped during the transition period after acceptance of a BSC position.

C. Performance of Work

8. Employees in BSC TCU bargaining unit positions will perform work for either railroad and/or any other MTA agency as assigned.

9. It is understood that some employees represented by other unions who may transfer to the BSC also do work of the type done by the TCU bargaining unit at the BSC. Such employees transferred to the BSC will perform their functions for either railroad and/or any other MTA agency as assigned. Provided, however, that vacancies in such positions will be posted and filled as TCU bargaining unit jobs.

Additional consolidations of work of the same type as performed by TCU members at the railroads would be added to the BSC TCU bargaining unit in the same manner as described in “Transfer of Work and Employees” above. The TCU would be recognized up to the same level as in Attachment A.

Additional future consolidations of positions which are non-represented and/or non-TCU represented outside the BSC, but are within the TCU scope at the BSC shall be represented by the TCU. Future non-represented transferees into TCU positions at the BSC shall be covered by the TCU/BSC labor contract.

(9a) Any non-represented managers who do work of the type done by the TCU bargaining unit at the BSC will be technically covered (“T.C.”) positions. T.C. positions are covered by the Scope Rule, Rule 23(d) (Rates of Pay-General wage increases) and Appendix B (Dues Deduction, Agency Shop and Check Off Agreement) of the Agreement between the MTA BSC and the TCU, but it is understood and agreed that all such positions and the individual occupants are excepted from the application of all other rules of that Agreement.

10. The initial number of positions, in the titles and departments listed in Attachment A shall be in the TCU bargaining unit.

11. Non-represented IT employees who transfer to an IT classification identified in Attachment A shall be represented in the TCU bargaining unit.

12. IT incumbents in impacted positions who are interested in a BSC IT position must be proficient in PeopleSoft. An Exception 5 incumbent will be provided up to 2 months training to become PeopleSoft proficient.
13. Relief Day Work – IT Services Division: Up to thirty percent (30%) of the represented IT employees may be assigned relief day work without premium pay in lieu of a regular work day

D. Employee Protection

14. The terms of the protective provisions under the TCU railroad agreements (i.e., Appendix C in the LIRR TCU agreements, or Roster Protection for MNR TCU members) apply to incumbents whose work goes to the BSC and who are not assigned a BSC position.

15. A resume incumbent (i.e., Exception 4 or 5 or PEP) who refuses an offered BSC position is deemed to have resigned his/her position and may select an open clerical position at his/her railroad that exists at the effective date of the transition.

16. The protective provisions referenced in item #14 do not apply and there is no job or wage protection if an employee exercises the right not to accept a BSC position.

E. Return to Railroads – No Revolving Door

17. Railroad incumbents who transfer to the BSC on or before January 3, 2011 may return to vacant positions, if any exist, in their prior railroad if they are furloughed at any time or if disqualified during the first two years of BSC operation beginning January 1, 2011. The provisions of the railroad contracts applicable to an individual employee who is returning involuntarily due to furlough or disqualification shall apply.

18. Railroad incumbents who transfer to the BSC on or before January 3, 2011 may voluntarily return to open railroad positions for which they are qualified commencing January 1, 2012.

19. A voluntary return may be delayed for up to 60 days to permit training of a replacement(s).

20. Employees who return to the railroads shall have no right of return to the BSC.

F. Preservation of Certain Terms and Conditions of Employment

21. TCU members transferring to the BSC on January 3, 2011 will be grandfathered in existing wages, (paid meal periods for LIRR and MNR transferees), pension (Railroad Retirement, MTA d/b Plan), health & welfare benefits, vacations, personal day allotment, sick time, accumulated
leave balances and cash-out provisions, and for LIRR transferees only, stipends for computer use per the TCU LIRR Exception 5 agreement. In lieu of compensatory time, employees subject to this MOU will be paid overtime (i.e., time and one half) after forty (40) hours of actual work in a work week according to the overtime requirements and the rules and regulations of the Fair Labor Standards Act ("FLSA").

Transferees who are exempt under the FLSA will accrue compensatory time to the same extent as they did at their prior railroad.

Non-represented employees who transfer from a railroad position or are hired from a non-represented railroad position into the TCU bargaining unit at the BSC on or before January 3, 2011 shall be grandfathered in their terms and conditions of employment, including wages, employee health insurance contributions, pensions, and personal holidays.

Holidays – Grandfathered employees who currently enjoy more holidays than observed by the BSC will be credited with additional personal holidays to maintain their total holiday allotment.

General Wage Increases: TCU represented employees who transfer from a railroad on or before January 3, 2011 will receive the general wage increases provided for in the next railroad contract effective June 15, 2010 for LIRR and July 15, 2010 for MNR. These increases are instead of the general wage increases provided for in Rule 23 (d) of the TCU contract covering its BSC bargaining unit. Thereafter, general wage increases for all members of the BSC/TCU bargaining unit will be subject to bargaining solely with the BSC.

22. Standardization: Workplace practices and work rules will be standardized according to BSC policy on hours of operation, holidays observed by the BSC, etc.

G. Training

23. Railroad employees will transfer to BSC for all departments by January 3, 2011.

24. Certain selected employees will receive training prior to the transition.

25. Intermittent training is anticipated in or about Nov.-Dec. 2010.

26. Positions will be posted and awarded prior to the training period.
H. BSC Contract

27. There will be a separate TCU bargaining unit for BSC employees. The railroad seniority dates of BSC employees subject to this MOU will be dovetailed on January 1, 2011.

28. There will be a single TCU/BSC collective bargaining agreement with terms and conditions of employment for the TCU bargaining unit instead of the three TCU agreements with the railroads.

29. New hires in the BSC start at any step of the wage progression in Rule 23 – Rates of Pay of the TCU/BSC agreement, in keeping with qualifications and experience.

30. TCU and BSC will bargain the salary range for new hires into the BSC. If agreement is not reached prior to hire of any new BSC employees in TCU represented positions, the employer may set wages and initial terms of employment pending agreement.

31. Railroad employees who apply for BSC positions are new employees of the BSC.

I. Additions to the TCU Bargaining Unit

32. Incumbents in BSC positions in the TCU bargaining unit will remain in their positions and shall not be subject to displacement by TCU members transferring from a railroad.

J. Severability

33. Should any part of this MOU be construed by appropriate authority or by mutual agreement to be contrary to or in conflict with any law, government agency regulation or ruling, or other union's contractual rights, the same shall be rendered null and void to the extent of the conflict with law, government agency regulation or ruling, or contractual rights. Provided, however, that this shall not affect the remainder of the MOU or any other part or provision hereof.

34. TCU members who transfer from MNR to the BSC on or before January 3, 2011 shall receive a subway pass which provides transportation on work days, during work hours.
35. A TCU representative and a TCU/BSC local chairman will be provided a pass which allows reasonable access to the BSC building during normal work hours.

METROPOLITAN TRANSPORTATION AUTHORITY
BUSINESS SERVICE CENTER

By: ___________________________  ___________________________
    Sebastian DeSimone
    President

By: ___________________________  ___________________________
    Benito Fernández
    MTA, Director of Labor Relations

TRANSPORTATION COMMUNICATIONS UNION

By: ___________________________  ___________________________
    Joel M. Parker
    Special Assistant to the President
    and International Vice President

By: ___________________________  ___________________________
    Art Maratea
    International Vice President
### Attachment A

<table>
<thead>
<tr>
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<th>TCU Allocation</th>
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<td><strong>Office of the President</strong></td>
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<td><strong>Business Operations</strong></td>
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<tr>
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<tr>
<td>Operations Analyst</td>
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7
IT

**Application Development and Production Support**

- Specialist II – Software – Temp 3
- Specialist II – Production Support 2
- Database and Platform Administration 5
  - Specialist II – Database Admin. – Temp 1
  - Specialist II – Platform Admin. – Temp 1

**Client Support & IT Operations**

- Specialist II – Client Support 1

**Network & Security Administration**

- Specialist II – Security Admin. 3

*Total Positions = 113*

The BSC will identify which positions will be technically covered (see paragraph 9(a)).
January 21, 2011

Director Monte Klein
Office of Public Practices & Representation
State of New York
Public Employment Relations Board
80 Wolf Road, Suite 500
Albany, New York 12205

Dear Director Klein:

Enclosed for filing pursuant to Section 214.1 of PERB’s Rules of Procedure, 4 NYCRR § 214.1, are 1) a copy of a contract between the Metropolitan Transportation Authority Business Service Center ("MTA BSC") and employees represented by the Transportation Communications Union ("TCU") covering the period January 1, 2011 through March 31, 2015; and 2) a copy of a Memorandum of Understanding ("MOU") between the MTA BSC and TCU.

Very truly yours,

[Signature]
Richard J. Cairns
Deputy Director/Labor Counsel

Enclosures