

## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is made by and between the TRANSPORT WORKERS UNION, AFL-CIO, Local 100, Career and Salary Unit (hereinafter "LOCAL 100" or the "UNION") and the MANHATTAN AND BRONX SURFACE TRANSIT OPERATING AUTHORITY (hereinafter "MaBSTOA" or the "OPERATING AUTHORITY"):

It is mutually agreed that the collective bargaining agreement between the UNION and MaBSTOA shall be amended further as follows<sup>1</sup>:

1. TERM:

This Agreement shall continue in effect from April 18, 2017 to July 13, 2019.

2. GENERAL WAGE INCREASES:

The annual rate of pay for employees represented by the UNION shall be increased as follows:

<b>Effective Date(s):</b>	<b>Increase:</b>
April 18, 2017	2.50%
May 18, 2018	2.50%

The minimum and maximum wages for each title in the unit shall continue at the level currently in effect plus 2.50% effective January 16, 2017 and 2.50% on February 16, 2018.

3. LUMP SUM PAYMENT:

Effective June 17, 2019, each active employee covered by this Agreement with no less than one (1) year of service shall receive a one-time, non-recurring, pensionable, lump sum payment of \$500.

4. COMMUTATION PASS:

No later than ninety (90) days after execution of this Agreement, employees will be entitled to either the Metro North Railroad or the Long Island Rail Road pass for commutation. In addition, employees will be entitled to use their EPIC Pass on SIRTOA. All existing rules and regulations applicable to commutation passes shall apply. The MTA reserves the exclusive right to revoke the use of such pass, if abuse is established.

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<sup>1</sup> Approval is required by LOCAL 100's Executive Board and ratification by LOCAL 100's membership in addition to approval by the MTA Board.

5. WORKERS COMPENSATION:

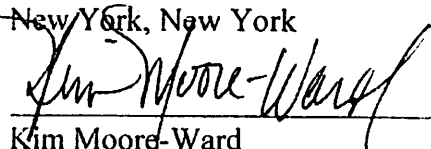
The Union and MaBSTOA agree to avail themselves of the provision in the NYS Workers Compensation law which allows for WC medical visits to be provided by State certified Preferred Provider Organizations within State certified insurance carriers. The parties recognize that this transition will require Joint Labor-Management review to assure necessary geographic coverage, choice of providers and quality care. As such, the parties agree that the conversions to the PPO network will be effectuated no later than December 31, 2017.

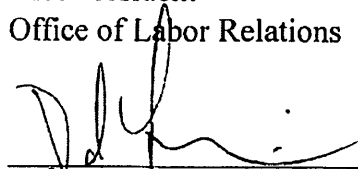
**IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION, WHETHER BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFORE, TO PERMIT ITS IMPLEMENTATION SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL. IT IS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

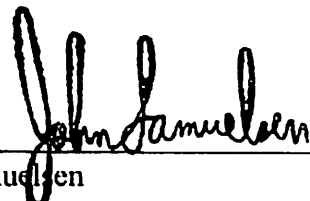
IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the 21<sup>st</sup> day of July, 2017.

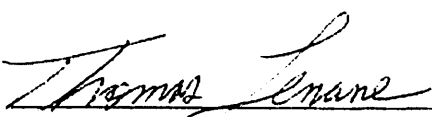
July 21, 2017

New York, New York

  
\_\_\_\_\_  
Kim Moore-Ward  
Vice President  
Office of Labor Relations

  
\_\_\_\_\_  
David Franceschini  
Senior Director  
Office of Labor Relations

  
\_\_\_\_\_  
John Samuelson  
President  
Transport Workers Union, Local 100

  
\_\_\_\_\_  
Thomas Lenane  
Director of Maintenance  
Transport Workers Union, Local 100

## **MEMORANDUM OF UNDERSTANDING**

**AGREEMENT** made between the Manhattan and Bronx Surface Transit Operating Authority (hereinafter referred to as the "Authority") and the Transit Supervisors Organization, Career and Salary, TWU, Local 106, AFL-CIO (hereinafter referred to as the "Union"). The Union and the Authority shall be jointly referred to as the "Parties:

Subject to ratification by the Union's Executive Board and Membership, and the MTA Board, it is mutually agreed that the collective bargaining agreement between the Authority and the Union shall be amended as follows:

**1. Term:**

The term of this agreement shall be December 18, 2009 through April 17, 2017.

**2. Wages:**

The annual salary for employees represented by the Union shall be increased as follows:

- A.** Effective June 18, 2011, the annual salaries in effect on June 17, 2011, shall be increased by one percent (1%).
- B.** Effective June 18, 2012, the annual salaries in effect on June 17, 2012, shall be increased by one percent (1%).
- C.** Effective June 18, 2013, the annual salaries in effect on June 17, 2013, shall be increased by one percent (1%).
- D.** Effective June 18, 2014, the annual salaries in effect on June 17, 2014, shall be increased by one and a half percent (1.50%).
- E.** Effective June 18, 2015, the annual salaries in effect on June 17, 2015, shall be increased by two and a half percent (2.50%).
- F.** Effective June 18, 2016, the annual salaries in effect on June 17, 2016, shall be increased by three percent (3%).

**3. Overtime Cap:**

The overtime cap will be increased by the annual general wage amounts for the term of this contract.

**4. Lump Sum Payment:**

A lump sum cash payment in the amount of \$1,000 shall be payable as soon as practicable upon full and final ratification of the Agreement, to those employees who are on the payroll as of the

date of full and final ratification. The lump sum cash payment shall be pensionable, consistent with applicable law.

The lump sum cash payment shall not become part of the employee's base salary rate nor be added to the employee's base salary for the calculation of any salary based benefits including the calculation of future collective bargaining increases.

Employees who were terminated for cause, resigned, retired, or otherwise separated from service prior to the date of full and final ratification of the Agreement shall not be eligible for the lump sum cash payment.

**5. Additions to Gross:**

- A. Effective June 18, 2016, the Longevity Payment (also as known as "Continuous Service Payment") provided for in Section 5 of the 1997-1999 Memorandum of Understanding shall be increased by three percent (3%).
- B. Effective June 18, 2016, the Night Shift Differential shall be increased by three percent (3%).
- C. Effective June 18, 2016, the Service Increment shall be increased by three percent (3%).

This section does not apply to Recurring Increment Payments (RIPs) that automatically increase with wage increases. In addition, this section does not apply to Service Increments once earned for two (2) years that are rolled into base salary and increased with wage increases.

**6. Sick Leave Cash-Out:**

Effective December 18, 2016, employees who have completed ten (10) or more years of service shall be granted a sick leave cash out on the basis of one (1) day of terminal leave for each two (2) days of accumulated sick leave, up to a maximum of 120 days of sick leave.

**7. Vacation Schedule:**

Effective with the January 1, 2017 through December 31, 2017 vacation year, employees, who at the beginning of such vacation year, shall have been employed for more than seventeen (17) years, shall be granted a vacation of twenty-seven (27) days.

**8. Death in Family Leave:**


Effective December 18, 2016, Article IX Section 4.0 (a), shall be amended to provide that absences are not to exceed four (4) workdays in the case of death in the immediate family.

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 PROVIDING ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL. IT IS FURTHER AGREED THAT THE PARTIES WILL JOINTLY SEEK SUCH APPROVAL WHERE IT IS REQUIRED.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the \_\_\_\_ day of March 2015.

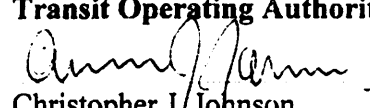
New York, New York

**FOR: Transit Supervisors Organization  
TWU, Local 106, Career & Salary**

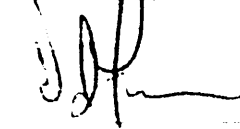
  
Vincent Modafferi  
President

3/6/2015  
Date

**FOR: New York City Transit Authority/  
Manhattan and Bronx Surface  
Transit Operating Authority**

  
Christopher J. Johnson  
Vice President  
Office of Labor Relations

3/6/15  
Date

  
David Franceschini  
Senior Director  
Collective Bargaining

3/6/15  
Date

## Memorandum of Understanding

**AGREEMENT** made between the Manhattan and Bronx Surface Transit Operating Authority (hereinafter referred to as the "Authority") and the Transit Supervisors Organization, Career and Salary, TWU Local 106, AFL-CIO (hereinafter referred to as the "Union"). The Union and the Authority shall be jointly referred to as the "Parties."

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

### 1. Term of Agreement

The term of this agreement shall be effective from December 1, 2007 and continue through December 17, 2009.

### 2. Wages

The annual salary for employees represented by the Union shall be increased as follows:

Effective December 1, 2007, the annual salaries in effect on November 30, 2007 shall be increased by four percent (4.0%).

Effective December 1, 2008, the annual salaries in effect on November 30, 2008 shall be increased by four percent (4.0%).

The hiring rate for new employees shall continue to be 15% lower than the incumbent rate.

Night/Shift Differential rates will be increased by the same percentages as those set forth above for annual salaries.

### 3. Longevity Payments

Effective December 17, 2009, in-title longevity payments provided for in Article VI.B. of the Collective Bargaining Agreement will be increased by four percent (4.0%) over the November 30, 2007 payment schedule.

Effective December 17, 2009, continuous service payments provided for in Section 5 of the 1997-1999 Memorandum of Understanding will be increased by four percent (4.0%) over the November 30, 2007 payment schedule.

### 4. Retroactive Payments

Retroactive salary increases and longevity payments shall be granted only to employees who at the time of full and final ratification of this Agreement were incumbents in titles covered by this Agreement and only for service performed during the effective periods. However, employees, except those dismissed for cause, who left the bargaining unit during the effective periods shall be entitled to the above increases in wages and longevity on a pro-rata basis. As soon as practicable following ratification by the members of the Union and approval of the

MTA Board, such retroactive increases will be implemented.

### 5. Vision Coverage

As soon as practicable upon full and final ratification of this Agreement, active incumbents and those who retired on or after January 1, 2011 will be entitled to a maximum allowable reimbursement for eyeglass frames or contact lenses of \$40.75 / \$180.00 at GVS and all participating stores, or an equivalent reimbursement benefit at another vendor with no additional cost to the Authority.

### 6. Ratification

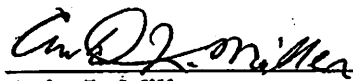
This Agreement is subject to ratification by the members of the Union and approval of the MTA Board.

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

IN WITNESS WHEREOF, the parties have set their hands and seals as of this \_\_\_\_ day of October 2010.

State of New York  
County of New York

For: New York City Transit Authority



Anita L. Miller  
Acting Vice President, Labor Relations

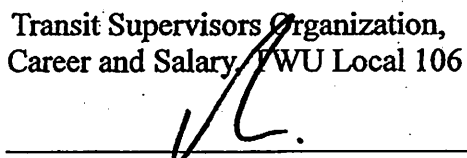
11/4/10  
Date



Patrick McGreal  
Senior Labor Relations Administrator

11/4/10  
Date

For: Transit Supervisors Organization,  
Career and Salary, TWU Local 106

  
Vincent Modafferi  
President

11-2-2010  
Date

2005-07 C & S mod

2007, the United Healthcare annual deductible of \$200 per individual and \$400 per family shall be eliminated.

5.

**OVERTIME**

An employee required to report for work on his/her regularly scheduled day off shall be guaranteed a minimum of 4 hours pay.

The overtime cash caps will continue to be set at a level consistent with the caps applicable to Transit Authority employees in similar titles. Effective April 1, 2005 the cap is \$63,938; effective May 1, 2005 the cap is \$65,217; effective November 1, 2006 the cap is \$67,826.

6. **DEATH IN FAMILY LEAVE**

The definition of "immediate family" set forth in the death in family leave provision, Article IX Section 4.0 (a), shall be amended to include grandchild.

7. **LIST OF REPRESENTED EMPLOYEES**

During January of each year, the Authority shall provide the Union with a list of employees represented by the union. Such lists shall contain the employees' names, pass numbers, home addresses, job titles, and divisions.

8. **TITLE MODIFICATIONS**

The Assistant Field Manager title shall be renamed to Transit Support Coordinator Level I. Transit Support Coordinator Level I shall be included under the recognition clause, Article II, of the collective bargaining agreement between the Parties. Current incumbents in the Assistant Field Manager title shall be grandfathered into the Transit Support Coordinator Level I title. The existing working conditions for incumbents in the Assistant Field Manager shall apply to incumbents in the title Transit Support Coordinator Level I except as herein modified. Effective at ratification, the \$2,000 task differential shall be eliminated and rolled into the base annual rate of pay and the minimum and maximum salary range for the Level I title.

The Authority shall establish a new title to be named Transit Support Coordinator Level II. Upon establishment of the new title, it shall be included under the recognition clause, Article II, of the collective bargaining agreement between the Parties. The salary range for the new Level II title shall be established at 15% above the range for the Level I title. The Expression of Preference provision applicable to Level I employees shall not be applicable to Level II employees. All other working conditions for employees in Transit Support Coordinator Level II shall be the same as those applicable to Transit Support Coordinator Level I.

9. This Agreement is subject to the approval of the MTA Board and ratification by the members of the Union.