



MAJOR ECONOMIC AND QUALITY-OF LIFE GAINS!

Solid Annual Raises • \$4,000 in Essential Worker Cash Bonus Payments • Record-Setting 3 Months Paid Maternity Leave

- No Increase in Healthcare Costs - Therapy for Children With Autism

— and more

YOUR EXECUTIVE BOARD HAS OVERWHELMINGLY APPROVED THE NEW CONTRACT

√ 9.8% Compounded Pay Raise Over the Three-year Contract	√ \$1,000 Maintainers' Bonus – an Increase of \$350 from the Current Bonus	
\$4,000 in Essential Worker Cash Bonuses	✓ New Medical Coverage for Therapy for Autistic Children	
✓ Held the Line on Healthcare Costs: No Increase in Payroll Deductions	✓ Medical Coverage for COVID-19 Widows, Widowers, and Children	
✓ 12 Weeks Paid Maternity Leave– up from 2 weeks!	✓ MTA Bus Retirees Get Free MTA Bus passes	
✓ 4 Weeks Paid Paternity Leave	✓ Enhanced Medical Benefits for Retirees	
– up from 2 weeks!✓ \$4 Articulated Bus Rate – Up from \$2	Bereavement Time Now Covers Grandparent Stepchildren and Grandchildren	
\$2 Million More A Year to Improve Dental and Vision Coverage	✓ "Me Too" Clause on Wages with LIRR and Metro-North	

WAGE INCREASES AND ESSENTIAL WORKER LUMP-SUM CASH PAYMENTS SUBSTANTIALLY BETTER THAN THE CITY PATTERN

TERM: May 2023 – May 2026 (36 Months)

1 2023: 3% raise + \$3,000 cash bonus

1 2024: 3% raise + \$1,000 cash bonus

1 2025: 3.5% raise

The three annual raises amount to a 9.8% compounded wage increase!

SEE HOW THESE WAGES AFFECT YOUR HOURLY RATES (other side)

MTA GIVEBACK DEMANDS DEFEATED INCLUDING:

- Doubling of Healthcare Payroll Deductions from 2% to 4% – DEFEATED
- Eliminate Conductor Jobs with OPTO Expansion – DEFEATED
- Overtime Only After 40 hours (instead of after 8 hours per day) – DEFEATED
- Reduced Vacation for New Hires
 DEFEATED

Members will be sent the full MOU and Departmentals with their ballot for the ratification vote. Check the TWU website for more info: www.twulocal100.org

All dollar figures provided are estimates. Your actual wage may differ. The estimates are based on the best available data.

Title	Wage rate before ratification	3.0% increase on 5/16/23	3.0% increase on 5/16/24	3.5% increase on 5/16/25	Total \$/Hr. Increase In Contract
Bus Maintainer A, B, CM, BM	\$39.8175	\$41.0125	\$42.2425	\$43.7200	\$3.9025
Bus Operator	\$37.4200	\$38.5425	\$39.7000	\$41.0875	\$3.6675
Cleaner/Helper OA	\$33.6825	\$32.6750	\$33.6550	\$34.8325	\$3.1100
Cleaner	\$31.7225	\$32.6750	\$33.6550	\$34.8325	\$3.1100
Car Inspector A&B	\$41.5750	\$42.8225	\$44.1075	\$45.6500	\$4.0750
Car Maintainer Trainee	\$35.6050	\$36.6725	\$37.7725	\$39.0950	\$3.4900
Collecting Agent	\$35.5900	\$36.6575	\$37.7575	\$39.0800	\$3.4900
Conductor	\$34.7475	\$35.7900	\$36.8625	\$38.1550	\$3.4075
Electronic Equipment Maintainer	\$41.1175	\$42.3500	\$43.6225	\$45.1475	\$4.0300
Woodside Shop EEM II & REM II	\$44.3650	\$45.6950	\$47.0675	\$48.7150	\$4.3500
Helper (Light, Tel, Mech)	\$33.6825	\$34.6925	\$35.7350	\$36.9850	\$3.3025
Helper (Power)	\$34.4525	\$35.4850	\$36.5500	\$37.8300	\$3.3775
Maintainer Helper B	\$33.6825	\$34.6925	\$35.7350	\$36.9850	\$3.3025
Light Maintainer	\$39.8175	\$41.0125	\$42.2425	\$43.7200	\$3.9025
Maintainer Trainee A, B, C, D	\$35.6050	\$36.6725	\$37.7725	\$39.0950	\$3.4900
Mechanic Maintainer C (not in car equip)	\$39.8175	\$41.0125	\$42.2425	\$43.7200	\$3.9025
Mechanic Maintainer C	\$41.5750	\$42.8225	\$44.1075	\$45.6500	\$4.0750
Money Truck Operator OA (Paid as B.O.)	\$37.4200	\$38.5425	\$39.7000	\$41.0875	\$3.6675
Money Truck Operator TA (Coll. Agent + \$0.75 diff)	\$36.3400	\$37.4300	\$38.5525	\$39.9025	\$3.5625
Train Operator Yard	\$38.2575	\$39.4050	\$40.5875	\$42.0075	\$3.7500
Train Operator Road	\$39.8175	\$41.0125	\$42.2425	\$43.7200	\$3.9025
Plant & Equipment Maintainer	\$41.3625	\$42.6025	\$43.8825	\$45.4175	\$4.0550
Power Cable Maintainer	\$40.8975	\$42.1250	\$43.3875	\$44.9075	\$4.0100
Power Elect. Tech	\$36.5550	\$37.6525	\$38.7800	\$40.1375	\$3.5825
Power Elect. Maintainer	\$41.2500	\$42.4875	\$43.7625	\$45.2950	\$4.0450
Power Distribution Maintainer	\$40.1125	\$41.3150	\$42.5550	\$44.0450	\$3.9325
Power Maintainer B	\$40.1125	\$41.3150	\$42.5550	\$44.0450	\$3.9325
Railroad Stockworker I	\$35.1125	\$36.1650	\$37.2500	\$38.5550	\$3.4425
Railroad Stockworker II	\$39.2625	\$40.4400	\$41.6525	\$43.1125	\$3.8500
Revenue Equipment Maintainer I & II	\$41.1175	\$42.3500	\$43.6225	\$45.1475	\$4.0300
Roadcar Inspector	\$42.6525	\$43.9325	\$45.2500	\$46.8350	\$4.1825
Signal Maintainer	\$41.5750	\$42.8225	\$44.1075	\$45.6500	\$4.0750
Station Agent	\$35.3600	\$36.4200	\$37.5125	\$38.8275	\$3.4675
Station Agent Non-AFC	\$32.7225	\$33.7050	\$34.7150	\$35.9300	\$3.2075
Structure Maintainer A-H	\$39.8175	\$41.0125	\$42.2425	\$43.7200	\$3.9025
Telephone Cable Maintainer	\$39.8175	\$41.0125	\$42.2425	\$43.7200	\$3.9025
Telephone Maintainer	\$39.8175	\$41.0125	\$42.2425	\$43.7200	\$3.9025
Tower Operator	\$37.6100	\$38.7375	\$39.9000	\$41.2975	\$3.6875
Track Equipment Maintainer	\$39.8175	\$41.0125	\$42.2425	\$43.7200	\$3.9025
Railroad Track Cleaner	\$33.0175	\$34.0075	\$35.0275	\$36.2550	\$3.2375
Track Worker	\$36.3600	\$37.4500	\$38.5750	\$39.9250	\$3.5650
Traffic Checker	\$20.1200	\$20.7225	\$21.3450	\$22.0925	\$1.9725
ТРРА	\$31.0375	\$31.9675	\$32.9275	\$34.0800	\$3.0425
Track Specialist	\$39.8175	\$41.0125	\$42.2425	\$43.7200	\$3.9025
TEMM - HVAC, V&D	\$39.8175	\$41.0125	\$42.2425	\$43.7200	\$3.9025
TEMM - Elevator/Escalator Maintainer	\$42.0625	\$43.3250	\$44.6250	\$46.1850	\$4.1225

TRANSPORT WORKERS UNION LOCAL 100

METROPOLITAN TRANSPORTATION AUTHORITY

(New York City Transit Authority Manhattan and Bronx Surface Transit Operating Authority MTA Bus Company)¹

TERM:

May 16, 2023 - May 15, 2026

WAGES:

Effective Date of Increase

Amount of Increase²

May 16, 2023³

3%

May 16, 2024

3%

May 16, 2025

3.5%

ESSENTIAL WORKER BONUS:

Within sixty (60) days of the date of full and final ratification of this Agreement, each employee who is in active service with the MTA on the date of full and final ratification will receive an Essential Worker Bonus of \$3,000.

SUPPLEMENTAL ESSENTIAL WORKER BONUS:

Each employee who is in active service with the MTA on October 31, 2024 will receive a Supplemental Essential Worker Bonus of \$1,000. This Supplemental Essential Worker Bonus will be paid within thirty (30) days from the October 31, 2024 eligibility date.

DENTAL & OPTICAL:

The MTA will increase the contribution to the Dental & Optical Fund by \$4.00 per member per month.

¹ Unless otherwise specified, all provisions apply to TA, OA and MTA Bus

² Increase in Overtime Caps by 150% of wage increases.

³ Full retroactivity from May 16, 2023, with member's option to roll all or part into Deferred Compensation. Maintainer Bonus/Shifter Pay/Articulated Bus Differential/Dental & Vision Contributions shall be effective upon full and final ratification.

MAINTAINER BONUS: The Maintainer Bonus will increase to \$1,000 per year.

ARTICULATED BUS DIFFERENTIAL:

The Articulated Bus Differential will increase by \$2.00.

SHIFTER DIFFERENTIAL (TA/OA): Shifter differential will increase by \$1.00.

MTA BUS RETIREE PASSES (MTA Bus):

All MTA Bus Retirees who retired from active service with MTA Bus will be entitled to Retiree Transportation Passes on all MTA Bus buses.

COVID FAMILIES:

For the term of this Agreement, the MTA will extend COVID Family Medical Coverage to the families of deceased Transit Workers on the same terms as were provided pursuant to the recently expired Covid Family Medical Coverage Agreement.

EMPLOYEE RECOGNITION PROGRAM:

The Union and the Employers agree that the Employers will implement a new Employee Recognition Program to reward employees who have performed exceptionally in their service to the Company.

RECRUITMENT AND RETENTION:

The parties will create and jointly administer a Recruitment and Retention Committee to evaluate hard to recruit titles and changing qualifications and skillsets due to the introduction of new technology. The goal of the committee is to make recommendations in these areas with the purpose of aiding the recruitment and retention of employees and developing the skillsets of internal employees to improve the chance of promotion to higher level titles. Initial recommendations by the committee shall be made within six months of full and final ratification of this Agreement. While the MTA commits to devoting resources to accomplish the recommendations of the Recruitment and Retention Committee, the Committee's recommendations will be evaluated based on operational efficiency, overall cost impact, and the feasibility of implementation under Civil Service guidelines.

MATERNITY / PATERNITY LEAVE IMPROVEMENTS:

Maternity/Paternity Leave will increase from two (2) Company-paid weeks to four (4) Company-paid weeks, including multiple births.

In addition to Maternity/Paternity Leave, birth mothers shall receive Company-paid Recovery Leave for the first eight (8) weeks following the birth of the child(ren), which shall occur prior to Maternity/Paternity Leave.

All other rules and procedures currently in effect for the utilization of Maternity/Paternity Leave shall continue to apply.

The above benefits shall be available at no cost to members and are in lieu of and satisfy the parties' prior agreement regarding NYS Paid Family Leave.

REASONABLE ACCOMMODATIONS:

The parties will continue their efforts to discuss potential set-aside work opportunities for pregnant women and those whose physical limitations preclude full duty.

ACTIVE EMPLOYEE AND PRE-MEDICARE RETIREE MEDICAL PLAN IMPROVEMENT:

The Medical Plan for active employees and pre-Medicare retirees will include Autism Spectrum Disorder coverage.

No change in Active Member medical contribution.

TWU ENHANCED RETIREE MEDICAL COVERAGE:

Commencing with open enrollment for the plan year beginning January 1, 2024, Medicarc eligible Retirees will be entitled to enroll in either of two TWU Enhanced Retiree Benefits Coverage. The Plan of Benefits for both Coverage options is attached as Attachment "A" to this Agreement and is incorporated herein. The parties agree that the Plan(s) of Benefits will not be a diminishment of benefits for Medicare eligible retirees.

FACILITIES & QUALITY OF LIFE IMPROVEMENTS PILOT PROGRAM:

On a pilot basis, the Parties will jointly select five (5) employee work locations from throughout the system to undergo rehabilitation and improvement. It is understood and agreed that the Parties will work jointly with TA/OA/MTA Bus management to identify particular locations and specific work that needs to be performed at each location. These locations will be identified on or before October 31, 2023. The MTA will make legally compliant lactation facilities available at these identified locations, and the MTA and the Union will continue to discuss and identify additional appropriate locations for lactation facilities. To the extent possible, the MTA will utilize in-house forces to perform the work.

A number of issues were raised during various bargaining sessions regarding the quality of uniforms. A representative of the company and a representative of the Union will meet within thirty days of full and final ratification to continue the work of the Uniform Committee to address issues related the uniforms.

UNION MEMBER COMMUNICATIONS:

The MTA will provide the Union with reasonable access and permission to install Union purchased television monitors with WiFi or internet access at all places where Union bulletin boards are currently located, or at other appropriate locations, to assist in Union to Member Communications consistent with existing policy.

EXPANDED BEREAVEMENT LEAVE:

Expand bereavement leave eligible relationships to include Grandchildren, Grandparents and Stepchildren where not already included.

OTHER PROVISIONS:

For the duration of this Agreement, in the event any of the Employers or the LIRR/Metro North reach an Agreement (or through Binding Arbitration) providing for general wage increases greater than those provided herein to another bargaining unit, this Agreement shall reopen.

AVAILABILITY/GAINSHARE:

For the term of this Agreement, the parties commit to achieving an average employee availability improvement of five (5) days. Current availability is 196 days. Once the availability reaches 201 days, the parties will implement gainsharing of any additional improvement (agreed to by the parties as a 50%/50% basis), which may include an enhanced Sick Leave Cash Out for those whose good attendance is to be rewarded. Within sixty (60) days of full and final ratification of this Agreement, the parties will convene to discuss gainsharing options that can be implemented once the employee availability goal is reached.

DEPARTMENTAL AGREEMENTS:

Attached to this Memorandum are the various Departmental Agreements.

DATED: May <u>30</u>, 2023

New York, New York

For the Transport Workers Union

~ /

For the Metropolitan Transportation Authority/New York City Transit

Richard Davey

Anita Miller

TWU Enhanced Retiree Benefits Coverage

		(140)	
Benefits	Actna Option 1*	Actna Option 2*	
Deductible	None	None	
Out-of-pocket maximum	\$0	\$1,000	
Preventive Services	Covered 100%	Covered 100%	
Primary Care Physician/Specialist	Covered 100%	\$0 PCP copay \$5 Specialist copay	
Routine Eye and Hearing Exam	Covered 100%	Covered 100%	
Diagnostic lab & x-ray Outpatient surgery	Covered 100%	Covered 100%	
Inpatient hospital	Covered 100%	Covered 100%	
Emergency room	Covered 100%	You pay, \$50 copay	
Urgent care provider	Covered 100%	You pay, \$50 copay	
Ambulance	Covered 100%	You pay, \$50 copay	
Vision Benefit – Lens and Frames	\$70 Reimbursement every 24 Months	\$70 Reimbursement every 24 Months	
Hearing Aide Reimbursement	\$500 every 36 months	\$500 every 36 months	
SilverSneakers Fitness Membership	You pay \$0	You pay \$0	
Teledoc	24/7 Urgent Care	24/7 Urgent Care	
Healthy Rewards	Up to \$200 in gift cards for healthy activities	Up to \$200 in gift cards for health, activities	
Transportation	24 Rides up to 60 miles for medical appointments	24 Rides up to 60 miles for medical appointments	
Meal Delivery	14 Meals following hospital or skilled nursing stay	14 Meals following hospital or skilled nursing stay	
Over the Counter Benefit	Annual \$120 benefit used in \$30 increments each quarter for health-related items, including: wound care, vitamins and much more	Annual \$120 benefit used in \$30 increments each quarter for health-related items, including: wound care, vitamins and much more	
Prescription Drug: Retail: Generic; Formulary Brand; Non- Formulary Brand	\$0; \$2.50; 25% (\$95 Max)	\$5; \$10; \$45	
Mail Order: Generic; Formulary Brand; Non-Formulary Brand	\$0; \$3.75; 25% (\$285 Max)	\$7.50; \$15; \$67.50	
Annual Part B reimbursement (2024)	\$500 for retiree & spouse each**	Full Standard Part B premium reimbursement for retiree & spouse each	

^{*} Medical Benefits Provider is subject to change pursuant to the procurement RFP process.

^{*} Reimbursement amount indexed to increase by the same percentage as full standard Medicare Part B premium rate increases

DEPARTMENT OF BUSES TRANSPORTATION

New York City Transit /

Manhattan and Bronx Surface Transit Operating Authority /

MTA Bus Company

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. Probationary period extension practices shall be unified as follows: The probationary period may be extended up to six (6) months. Such extension will be on three (3) month increments.

This agreement shall not be offered into evidence during any interest arbitration procedures on the contract to be effective May 16, 2023.

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

Dated:

New York, New York

May 30, 2023

For Transport Workers Union, Local 100

Richard Davis, President, TWU, Local 100

JP Patafio, Vice President, TA Surface

Donald Yates, Vice President, MaBSTOA

eter flason

David Franceschini, Deputy Chief

Richard Davey, President, NY

For: New York City Transit Authority

Collective Bargaining

Aliaa Abdelrahman, Deputy Chief

NYCT Labor Relations

Peter Rosconi, Vice President, MTA Bus Company

DEPARTMENT OF BUSES TRANSPORTATION

New York City Transit /

Manhattan and Bronx Surface Transit Operating Authority /

MTA Bus Company

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Dated:

New York, New York

May 30, 2023

For Transport Workers Union, Local 100

Richard Davis, President, TWU, Local 100

JP Patafio, Vice President, TA Surface

Donald Yates, Vice President, MaBSTOA

David Franceschini, Deputy Chief

Richard Davey, President, NYC

For: New York City Transit Authority

Collective Bargaining

Aliaa Abdelrahman, Deputy Chief

NYCT Labor Relations

Peter Rosconi, Vice President, MTA Bus Company

REVENUE CONTROL

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. Section 4.3 Revenue Collecting Agents, Paragraph Q Driver Differential, shall be amended as follows: Employees picking Driver jobs shall be paid \$1.50 differential for each hour actually worked. All other provisions of Section 4.3 Paragraph Q shall remain in effect.
- 2. Effective upon full and final ratification, for 2023, and thereafter payable each April 1st, all Cleaners who have completed one (1) year of service in title and work in Revenue Control facilities will receive a one hundred dollar (\$100) uniform cleaning allowance per year. All existing terms and conditions regarding uniform cleaning allowance shall continue in effect.

This agreement shall not be offered into evidence during any interest arbitration procedures on the contract to be effective May 16, 2023.

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

Dated:

New York, New York

May 30, 2023

For Transport Workers Union, Local 100

Richard Davis, President, TWU, Local 100

Robert Kelley, Vice President

For: New York City Transit Authority

ey, President, N

David Franceschini, Deputy Chief

Collective Bargaining

Richard Da

Aliaa Abdelrahman

SUPPLY LOGISTICS

Materials Management & Distribution

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 have agreed to continue their discussions on evaluating promotional opportunities for titles assigned to Supply Logistics.

This agreement shall not be offered into evidence during any interest arbitration procedures on the contract to be effective May 16, 2023.

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

Dated:

New York, New York

May 30, 2023

For Transport Workers Union, Local 100

Richard Davis, President, TWU, Local 100

Thomas Lenane, Director of Maintenance

Donald Yates Vice President MARGHOA

Robert Kelley, Vice President

For: New York City Transit Authority

Richard Davey, President, MYCT

David Franceschini, Deputy Chief Collective Bargaining

Aliaa Abdelrahman, Deputy Chief

NYCT Labor Relations

MAINTENANCE OF WAY - THIRD RAIL 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.

1. Employees may elect to cash in up to two weeks 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 May 16, 2023.

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

Dated:

New York, New York

May 30, 2023

For Transport Workers Union, Local 100

Richard Davis, President, TWU, Local 100

Richard Rocco, Vice President

Stephen Higgins, Division Chairman

For: New York City Transit Authority

Richard Davey, President, NY

David Franceschini, Deputy Chief

Collective Bargaining

Aliaa Abdelrahman

MAINTENANCE OF WAY - Track

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. Employees may elect to cash in up to two weeks 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 May 16, 2023.

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

Dated:

New York, New York

May 30, 2023

For Transport Workers Union, Local 100

Richard Davis, President, TWU, Local 100

Richard Rocco, Vice President

Carlos Albert, Division Chairman

For: New York City Transit Authority

Richard Davey, President, N

David Franceschini, Deputy Chief

Collective Bargaining

Aliaa Abdelrahman

MAINTENANCE OF WAY - 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.

Employees may elect to cash in up to two weeks 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 May 16, 2023.

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

Dated:

New York, New York

May 30, 2023

For Transport Workers Union, Local 100

Richard Davis, President, TWU, Local 100

Richard Rocco, Vice President

Stephen Higgins, Division Chairman

For: New York City Transit Authority

Richard Davey, President NYCT

David Franceschini, Deputy Chief

Collective Bargaining

Aliaa Abdelrahman

MAINTENANCE OF WAY - Line Equipment/Signals

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. Employees may elect to cash in up to two weeks 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 May 16, 2023.

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

Dated:

New York, New York

May 30, 2023

For Transport Workers Union, Local 100

Richard Davis, President, TWU, Local 100

Richard Rocco, Vice President

Christopher Canty, Division Chairman

For: New York City Transit Authority

Richard Dayley, President, NYCT

David Franceschini, Deputy Chief

Collective Bargaining

Aliaa Abdelrahman

MAINTENANCE OF WAY – INFRASTRUCTURE

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. Employees may elect to cash in up to two weeks 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.
- 2. The 2017 2019 Memorandum of Understanding regarding lead abatement shall be clarified to provide that all Painters and Ironworkers who are assigned to perform lead abatement will receive a flat \$1.00 per hour differential for the entire eight (8) hour tour whether regular or overtime, regardless of which Division they are reporting to.

This agreement shall not be offered into evidence during any interest arbitration procedures on the contract to be effective May 16, 2023.

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

Dated:

New York, New York

May 30, 2023

For Transport Workers Union, Local 100

Richard Davis, President, TWU, Local 100

Richard Rocco, Vice President

Kenneth Bachoo, Division Chairman

For: New York City Transit Authority

Richard Davey, President, NY

David Franceschini, Deputy Chief

Collective Bargaining

Aliaa Abdelrahman

DEPARTMENT OF SUBWAYS STATIONS 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.

General

- 1. Employees that are out on extended absence of any kind for 30 days or more, including but not limited to disability, workers' compensation or leave of absence, who have not returned to active service at the time assignments are picked, will be eligible to pick a job. Jobs picked by such employees shall be "redlined" and may subsequently be picked by employees with less seniority. In the event the employee out on extended absence returns to work during the course of the pick, he/she will be eligible to return to his/her picked job, and the junior employee who picked the "redlined" job will be reassigned to the extra list, or at Management's discretion, may pick an open job. Employees in a "restricted" work status must pick within their restrictions.
- 2. The Authority agrees to provide a one-time issuance for an additional pair of boots in 2024.

Station Cleaners

Deputy Chief, NYCT Labor Relations

1. Section 3.8 (Q) shall be amended as follows: Employees who work refuse truck driver jobs shall be entitled to a driver differential of \$1.50 per hour, which shall be paid for all hours actually worked, including vacation.

This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective May 16, 2023.

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

Oated May 30, 2003	
For MTA New York City Transit:	For Transport Workers Union, Local 100:
	a la
Richard Davey	Richard Davis
President //	President
Id fu	Q L
David Franceschini	Robert Kelley
Deputy Chief, Collective Bargaining	Vice President, Stations Division
Muaa Collanda Abdelrahman	·
Áliaa Abdelrahman	Derrick Echevarria, Division Chairman

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. House/Plant Maintenance, Crane Operation, and Crane Repair shall be pre-bid jobs and shall be subject to a two (2) year lock-in. Selection shall be based on an interview and the evaluation of the employee's resume and practical testing of requirements. Where two or more candidates have the same technical qualifications and performance in the interview, seniority will prevail. Selected candidates will be subject to a six (6) month trial period. Those found unsatisfactory will be subject to reassignment.

Employees assigned to the pre-bid positions set forth herein shall receive a differential of \$2.00 per hour, which shall be paid while on scheduled vacation but shall not be paid while on other paid leave.

Employees assigned to the pre-bid positions are responsible for maintaining all technical skills, certifications, licenses and qualifications for the position. Employees shall also cover any location within an RC, and employees may be required to direct report to a work location, based on the needs of the operations. When deemed necessary, and on a case-by-case basis, employees may also be assigned to other neighboring geographic locations.

- 2. The Union agrees to the expansion of Helper duties, provided no Helper will work alone on skilled mechanical jobs. Management and the Union shall continue discussions to identify Helper assisted job functions for Car Maintainer B.
- 3. The parties will identify five (5) restricted duty positions. Employees will be assigned to a restricted duty position for a maximum of sixty (60) days.
- 4. In the event Car Inspector Team(s) in the inspection shop(s) are dropped, the dropped team(s) will be allowed to backfill the open inspection jobs prior to "Backfill" Car Inspectors. The "Car Inspector Backfill" provisions from Paragraph 1 of the January 16, 2017 Agreement will continue in effect once the dropped team(s) backfill is completed.
- 5. The parties agree to continue discussions regarding positions that require technical skills ability to troubleshoot/maintain/repair CBTC and new technology on cars.

This agreement shall not be offered into evidence during any interest arbitration procedures on the contract to be effective May 16, 2023.

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

Dated:

New York, New York

May <u>3</u>3, 2023

For Transport Workers Union, Local 100

Richard Davis, President, TWU, Local 100

Shirley Martin, Vice President

Matt Ahern, Division Chairman

For: New York City Transit Authority

Richard Davey, President, NYCT

David Franceschini, Deputy Chief

Collective Bargaining

Aliaa Abdelrahman

RAPID TRANSIT OPERATIONS

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.

- Management shall set aside six (6) additional Dedicated Announcer positions in the Rail
 Control Center (RCC) for Train Operators and Conductors who have been classified as
 restricted duty. The terms of the November 5, 2020 Stipulation shall continue to apply.
 However, Conductors who have been classified as restricted duty and can perform Platform
 work shall not be eligible for the Dedicated Announcer positions in the RCC.
- 2. Train Operators and Conductors shall be eligible to work overtime in a Division other than their picked Division, including A, B and C, provided they qualify. The parties will continue their discussions regarding the guidelines for canvassing employees to work overtime in another Division.
- 3. Tower Operators shall be eligible to bid on open jobs in another Division for which they are qualified.
- 4. The Union and Management shall continue discussions regarding the feasibility of conducting virtual Step I and Step II hearings. The parties shall meet within 90 days of full and final ratification to discuss, review, and assess under which situations virtual hearings may be feasible.
- 5. Employees that are out on extended absence of any kind for 30 days or more, including but not limited to disability, workers' compensation or leave of absence, who have not returned to active service at the time assignments are picked, will be eligible to pick a job. Jobs picked by such employees shall be "redlined" and may subsequently be picked by employees with less seniority. In the event the employee out on extended absence returns to work during the course of the pick, he/she will be eligible to return to his/her picked job, and the junior employee who picked the "redlined" job will be reassigned to the extra list, or at Management's discretion, may pick an open job. Employees in a "restricted" work status must pick within their restrictions.

This agreement shall not be offered into evidence during any interest arbitration procedures on the contract to be effective May 16, 2023.

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

Dated:

New York, New York

May 30, 2023

For Transport Workers Union, Local 100

Richard Davis, President, TWU, Local 100

Canella Gomez, Vice President

Jonluke Rodriguez, Division Chairman

Jesse Argueta, Division Chairman

For: New York City Transit Authority

Richard Davey, President, NYCT

David Franceschini, Deputy Chief Collective Bargaining

Aliaa Abdelrahman

Memorandum



Date: July 24, 2023

To: Department Heads

From: David Franceschini, Deputy Chief, Collective Bargaining

Re: Implementation of the TWU, Local 100 2023-2026 Memorandum of Understanding

Attached is a copy of the Memorandum of Understanding between the MTA New York City Transit Authority (NYCTA), the Manhattan and Bronx Surface Transit Operating Authority (MABSTOA), the MTA Bus Company (MTA Bus) and the Transport Workers Union, Local 100. The MTA Board ratified the agreement on July 19, 2023, which is the effective date unless otherwise stated. The following is a summary of the items to be implemented. Unless otherwise specified, all provisions apply to NYCTA, MABSTOA and MTA Bus.

Term: This agreement covers the period from May 16, 2023 to May 15, 2026.

General Wage Increases: The following general wage increases shall be applied to the annual base salary:

- 1. Effective May 16, 2023, the annual salary in effect on May 15, 2023 shall be increased by three (3%) percent.
- 2. Effective May 16, 2024, the annual salary in effect on May 15, 2024 shall be increased by three (3%) percent.
- 3. Effective May 16, 2025, the annual salary in effect on May 15, 2025 shall be increased by three and a half (3.5%) percent.

Essential Worker Bonus and Supplemental Essential Worker Bonus:

Within sixty (60) days after July 19, 2023, each employee who is in active service with the MTA on July 19, 2023 will receive an Essential Worker Bonus in the amount of \$3000.

Each employee who is in active service with the MTA on October 31, 2024 will receive a supplemental Essential Worker Bonus in the amount of \$1000, which shall be paid no later than November 30, 2024.

The Essential Worker Bonus and Supplemental Essential Worker Bonus shall be pensionable.

^{*}Employees have the option to roll all or part of the retroactive GWI into Deferred Compensation.

^{*}The overtime cap shall be increased by 150% of the wage increases.

Dental & Optical:

Effective July 19, 2023, the Authority shall increase the contribution to the Dental & Optical fund by \$4.00 per active Local 100 member per month.

<u> Maintainer Bonus:</u>

Effective July 19, 2023, the current Maintainer Bonus shall be increased from \$650 to \$1000 per year, for those maintenance titles currently receiving such bonus.

Articulated Bus Differential:

Effective July 19, 2023, the articulated bus differential shall be increased from \$2.00 per hour to \$4.00 per hour.

Shifter Differential: (NYCT and MABSTOA only) (Department of Buses Only)

Effective July 19, 2023, the shifter differential shall be increased by \$1.00 per hour. The shifter differential applies to NYCT and MABSTOA employees only.

MTA Bus Retiree Commutation Pass (MTA Bus only)

All MTA Bus Retirees who retired from active service shall be entitled to retiree transportation passes for use on all MTA Bus Company buses. This applies to both current and future retirees. Current retirees shall be eligible upon request.

Covid Related Family Medical Coverage:

For the duration of this agreement, the Authority shall extend Medical coverage to the families of deceased employees (due to Covid). The terms shall be consistent with the recently expired Covid Medical Coverage Agreement.

Employee Recognition Program

Effective as soon as practicable, the parties agree that the Authority shall implement a new Employee Recognition Program for employees who have performed exceptionally in their service to the Authority. Program details are subject to development and discussion.

Recruitment & Retention Committee:

Effective as soon as practicable, the parties agree to establish a recruitment and retention committee to evaluate hard to recruit titles and changing qualifications and skillsets due to the introduction of new technology, as further defined in the MOU.

Maternity & Paternity Leave:

- Maternity/Paternity leave shall increase from two (2) weeks to four (4) weeks. The 4 weeks
 is inclusive of multiple births (i.e. twins etc...).
- In addition to Maternity leave, birth mothers shall receive paid Recovery Leave for the first eight (8) weeks following the birth of a child(ren), which shall occur prior to the start of Maternity leave. Such leave shall not be charged against other time and leave balances, such as sick leave and vacation.

- All other rules and procedures currently in effect for the utilization of Maternity/Paternity
 Leave shall continue to apply.
- The benefits mentioned above shall be paid by the Authority at no cost to employees and are in lieu of and satisfy the parties' prior agreement regarding NYS Paid Family Leave.

Reasonable Accommodations:

The parties will continue their efforts to discuss potential set-aside work opportunities for pregnant women and those whose physical limitations preclude full duty.

Health Benefits:

- Active Employee & Pre- Medicare Retire Medical Plan: Effective July 19, 2023, the Medical Plan for active employees and pre-Medicare retirees shall be amended to include Autism Spectrum Disorder coverage.
- TWU Enhanced Retiree Medical Coverage: Effective January 1, 2024, Medicare eligible Retirees will have a choice between two TWU Retiree Benefit Plans. The Plan of Benefits for both coverage options can be found in Attachment "A" to the Agreement. Option 1 is a slightly modified version of the current Medicare Advantage Plan Option 1, and Option 2 is equivalent to the current Medicare Advantage Plan Option 2. The current CPPO Basic Plan shall be eliminated as of January 1, 2024. Please refer to the implementation agreement attached to the MOU for further information on the implementation of this provision. Additional meetings will also be scheduled to discuss the implementation of the new medical plans.

The parties agree that the Plan(s) of Benefits will not be a diminishment of benefits for Medicare eligible retirees.

Facilities & Quality of Life Improvement Pilot Program:

On a pilot basis, the Parties will jointly select five (5) employee work locations from throughout the system to undergo rehabilitation and improvement. The parties will work jointly with TA/OA/MTA Bus management to identify particular locations and specific work that needs to be performed at each location. These locations will be identified on or before October 31, 2023. The Authority will make legally compliant lactation facilities available at these identified locations, and the parties will continue to discuss and identify additional appropriate locations for lactation facilities. Where possible, the MTA will utilize in-house forces to perform the work.

Uniform Committee

The parties agree to meet within thirty days of June 19, 2023 to continue the work of the Uniform Committee to address uniform issues.

Bereavement Leave:

Effective July 19, 2023, bereavement leave shall be amended to include grandchildren, grandparents and stepchildren where not already included.

Availability/Gainshare:

For the term of this Agreement, the parties commit to achieving an average employee availability improvement of five (5) days. Current availability is 196 days. Once the availability reaches 201 days, the parties will implement gainsharing of any additional improvement (agreed to by the parties as a 50%/50% basis), which may include an enhanced Sick Leave Cash Out for those whose good attendance is to be rewarded.

Within sixty (60) days of July 19, 2023, the parties will convene to discuss gainsharing options that can be implemented once the employee availability goal is reached.

DEPARTMENTAL AGREEMENTS:

During contract negotiations, the parties reached several departmental agreements. Please review the departmental agreements and implement those provisions applicable to your departments. Highlighted below are a few of the major provisions from those agreements for implementation.

Car Equipment

 House/Plant Maintenance, Crane Operation and Crane Repair shall be pre-bid jobs and shall be subject to a two (2) year lock-in in accordance with the terms of the agreement. Employees assigned to these pre-bid positions shall receive a differential of \$2.00 per hour, which shall be paid while on scheduled vacation but shall not be paid while on other paid leave.

Stations

- The Authority shall provide a one-time issuance for an additional pair of boots in 2024 for all Stations Department employee currently eligible to receive boots.
- Station Cleaners Section 3.8 (Q) shall be amended as follows: Employees who work refuse truck driver jobs shall be entitled to a driver differential of \$1.50 per hour, which shall be paid for all hours actually worked, including vacation.

Maintenance of Way

- All Departments Employees may elect to cash in up to two weeks 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.
- Infrastructure The 2017 2019 Memorandum of Understanding regarding lead abatement shall be clarified to provide that all Painters and Ironworkers who are assigned to perform lead abatement will receive a flat \$1.00 per hour differential for the entire eight (8) hour tour whether regular or overtime, regardless of which Division they are reporting to.

Revenue Control

 Section 4.3 (Revenue Collecting Agents), Paragraph Q - Driver Differential, shall be amended as follows: Employees picking Driver jobs shall be paid \$1.50 differential for each hour actually worked. All other provisions of Section 4.3 Paragraph Q shall remain in effect. Effective July 19, 2023, for 2023, and thereafter payable each April 1st, all
Cleaners who have completed one (1) year of service in title and work in Revenue
Control facilities will receive a one-hundred-dollar (\$100) uniform cleaning
allowance per year. All existing terms and conditions regarding uniform cleaning
allowance shall continue in effect.

Should you or your staff need additional information on the implementation of this agreement, please contact Danielle Brogan at (646) 252-2846 or Martense Avitus at (646) 252-3982.

Attachment

cc:

R. Davey

A. Miller

M. Murray

R. Grey-Stewart

A. Richardson

R. Portnoy

W. Vazoulas

M. Talalai

Labor Relations Directors

Attachment