

Memorandum of Agreement  
between  
**TRANSPORT WORKERS UNION LOCAL 100**  
and  
**METROPOLITAN TRANSPORTATION AUTHORITY**  
(New York City Transit Authority/  
Manhattan and Bronx Surface Transit Operating Authority/  
MTA Bus Company)

**TERM:** May 16, 2019 – May 15, 2023

<b>WAGES:</b>	Effective Date of Increase	Amount of Increase <sup>1</sup>
	May 16, 2019 <sup>2</sup>	2%
	May 16, 2020	2.25%
	May 16, 2021	2.5%
	May 16, 2022	2.75%

**LINE OF DUTY/  
ACTIVE SERVICE  
DEATH BENEFIT<sup>3</sup>:**

Active Service: \$50,000.00  
Line of Duty: \$500,000.00  
All payments/leave balances (e.g., Sick, Vacation, AVA, OTO) to Beneficiary.

**MAINTAINER  
BONUS:**

Increase Maintainer Bonus by \$150.

**MTA PASS:**

Increase TA/OA/MTA Bus Pass to include Express Bus and MTA Bus. MTA Bus passes to mirror TA/OA.

**RESTRICTED DUTY:**

The parties will form a Joint Labor-Management Committee to discuss potential set aside work opportunities for pregnant women and other disabled workers.

<sup>1</sup> Increase in Overtime caps by 150% of wage increases. All overtime caps to reset upon ratification.

<sup>2</sup> Full retroactivity from May 16, 2019, with member's option to roll all or part into Deferred Compensation. Line of Duty/Active Service Death Benefit, Maintainer Bonus, Dental/Vision Contributions shall be effective upon ratification. MTA Pass within sixty (60) days of ratification.

<sup>3</sup> Payable to "Beneficiary" as designated by member.

**DENTAL/  
VISION:**

Increase Employer contributions by an additional \$4/per member/per month to Dental and Optical Funds to provide enhanced benefits.

**HEALTH BENEFITS:**

Institute Nationwide In-Network Coverage, effective May 16, 2020.

On or about May 16, 2020, co-payments will be as follows:

**Prescription Drug Co-pays:**

Generics:	\$0
Brand Name:	\$20
Non-Formulary:	\$40

Emergency Room<sup>4</sup>: \$100

Conduct Dependent Coverage Verification Audit in 2020 and every five (5) years thereafter.

No increase in Employee Contributions.

**FARE  
EVASION:**

The parties agree to meet and confer to work collaboratively on new initiatives as may be mutually agreed upon to aid the MTA in reducing fare evasion.

**OVERTIME  
EQUALIZATION:**

The parties agree that equalization of overtime is an important priority for both the MTA and the Union. The parties further agree that the existing contractual provisions will be enforced to achieve this priority.

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<sup>4</sup> Co-pay waived if patient is admitted to hospital.

**NEW YORK  
PAID FAMILY  
LEAVE:**

As soon as practicable as set forth below, members will be eligible for NYS Paid Family Leave. Employer(s) to deduct statutory amounts from wages (as capped by law). Parties to form a Joint Labor-Management Committee to discuss issues relating to interplay between NYS Paid Family Leave and contractual entitlements/FMLA, which will precede implementation.

**ELEVATORS:**

TWU Local 100 and the MTA will work together to expedite work to help fulfill the social importance to the ADA Community of installing elevators in stations that currently do not have them.

**HOLIDAY  
SWAP:**

Lincoln's Birthday for Day after Thanksgiving, where not already in place.

**MEMBER  
PRIVACY:**

TA/OA/MTA BUS to provide Privacy Envelopes for use by members when submitting documentation with confidential/medical information.

**EMPLOYEE  
AVAILABILITY:**

Implement terms of Employee Availability Improvement Agreement (Attachment "A").

**DEPARTMENTALS:**

Attached Agreements (Attachment "B").

**STATIONS  
DEEP CLEANING  
AGREEMENT:**

TWU Local 100 / NYCT Jurisdictional Agreement One-Time Exception Stations Department Deep Cleaning Agreement (Attachment "C").

OTHER PROVISIONS:

For the duration of this agreement, in the event any of the Employers or the LIRR reach an Agreement providing for general wage increases greater than those provided herein to another bargaining unit, this Agreement shall reopen.

GENERAL  
APPLICABILITY:

The MTA will inform its support Departments (i.e., Pensions, Business Service Center, Workers Compensation, Procurement, et al.,) of the terms of this Agreement and of the support Departments' obligations to honor the terms of the Agreements with the Union.

Dated: December 4, 2019  
New York, New York

For TRANSPORT WORKERS UNION  
LOCAL 100

  
\_\_\_\_\_  
Anthony Utano  
President

For METROPOLITAN  
TRANSPORTATION  
AUTHORITY

  
\_\_\_\_\_  
Patrick Foye  
Chairman & CEO

Attachment A

EMPLOYEE AVAILABILITY

The parties recognize the overall impact of Employee Availability on operations and have agreed to the following:

1. **Mutual Swaps**

Employees will be permitted to engage other employees in mutual swaps without penalty, additional pay or additional overtime. In recognition of the fact that operational needs vary by Department, the parties agree to meet and review within sixty (60) days of ratification to resolve implementation issues.

2. **Group Employee Availability Initiative**

A) The parties will use an average of 2018 and 2019 as a baseline to measure Overall Employee Availability for calendar years 2020, 2021 and 2022 and beyond. The parties' intent is to evaluate the Overall Employee Availability on an annual basis.

B) The parties anticipate that at least a one and a half- day improvement in employee availability will be achieved. For each additional improvement above one (1) day in Overall Employee Availability, the Union and the MTA will share equally in the savings as they shall each determine.

C) The parties will meet and confer to determine the baseline, the anticipated improvement and periodic (quarterly) updates on Overall Employee Availability.

3. **Sick Leave Cash Out Pilot**

Except as otherwise amended herein, the Pilot Program established in the January 16, 2017 Agreement will be continued through at least December 31, 2020.

Dated: December 4, 2019

  
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For TWU Local 100

  
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For NYCT/MTA Bus

Attachment "B"

TWU LOCAL 100  
NYCT/OA/MTA Bus

Departmental Agreements

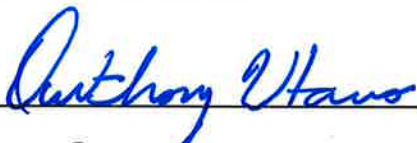

Health & Safety Committee

The following Agreements have been made with the TA/OA/MTA Bus regarding matters relevant to the Health & Safety Committee.

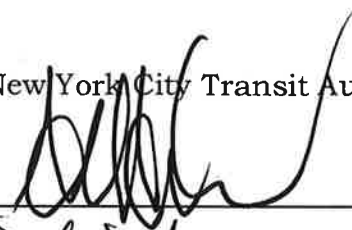

1. Local 100 will be notified, in advance, of the introduction of all chemicals and/or tools before these items are used.

Dated: New York, New York  
December 4, 2019

For TWU Local 100

  
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For New York City Transit Authority

  
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Car Equipment


The following Agreements have been made with the TA regarding matters relevant to the members in Car Equipment.

1. The parties will create a Joint Labor-Management Committee to explore a promotional path for Cleaners.
2. The parties will create a Productivity Committee comprised of equal members from both Union and Management. Representatives will be selected from CED. The Committee will review and evaluate mutually agreed upon productivity gains with the goal of achieving savings to be divided equally between the NYCT and the Union to increase pay for Maintainers.

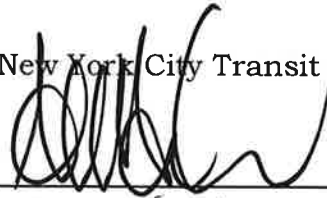
Dated: New York, New York  
December 4, 2019

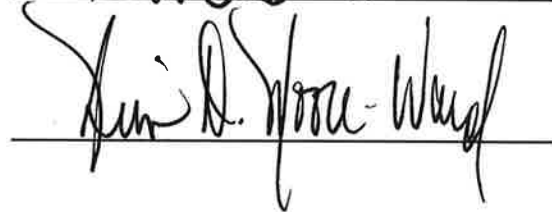
For TWU Local 100

  
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 V.P.  
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For New York City Transit Authority

  
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STATIONS

The following Agreements have been made with the TA regarding matters relevant to the members in Stations.

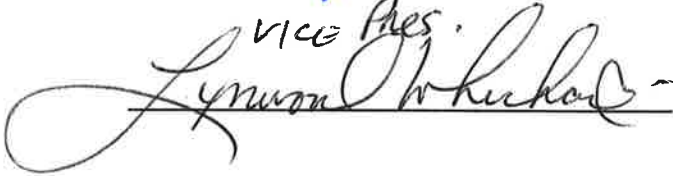
1. The parties will meet and confer to discuss the impact of OMNY on Station Agents and to discuss alternative deployment that meets customer needs with the goal of providing job protections for the future.

Dated: New York, New York  
December 7, 2019

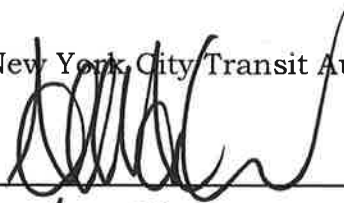
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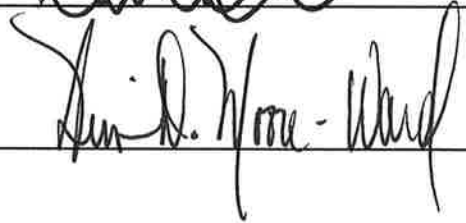
  
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VICE Pres.

  
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For New York City Transit Authority

  
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REVENUE DEPARTMENT

The following Agreements have been made with the TA regarding matters relevant to the members in the Revenue Department.

1. The parties will meet and confer to discuss the impact of OMNY on Collecting Agents and to discuss alternative deployment that meets customer needs with the goal of providing job protections for the future.

Dated: New York, New York  
December 7<sup>th</sup>, 2019

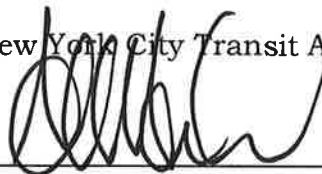
For TWU Local 100

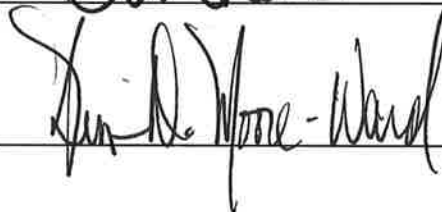
  
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VICE PRES-

  
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For New York City Transit Authority

  
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MTA Bus

In addition to those agreements set forth in the Department of Buses (including Maintenance), the following Agreements have been made with MTA Bus Company regarding matters relevant to the members in MTA Bus.

1. Various issues that were raised in bargaining will continue to be the topics of discussion between the parties. Commencing thirty (30) days after ratification the parties will meet and confer to continue those discussions.

2. MTA Bus Maintainers will be paid the Maintainer Bonus on the same terms as TA/OA (\$650.00).

Dated: New York, New York  
December 4, 2019

For TWU Local 100

Anthony Utano  
Peter Roscoe - V.P.

For New York City Transit Authority

[Signature]  
Kimberly Moore-Ward

## Grievance & Discipline

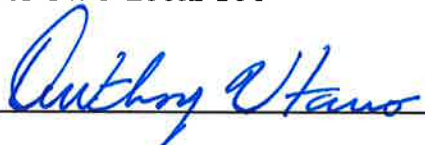
The following Agreements have been made with the Union regarding matters relevant to the members in TA/OA and MTA Bus.

1. The parties will create a Standing Committee comprised of two (2) representatives from each side to meet formally at least twice annually to address areas of concern regarding the Grievance and Discipline Process. Any changes to contractual procedures will require mutual agreement in writing in order to be effective. Current Pilot Programs are unaffected by this provision.

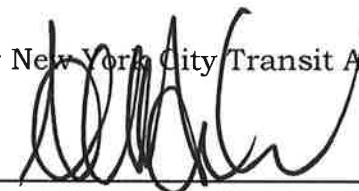
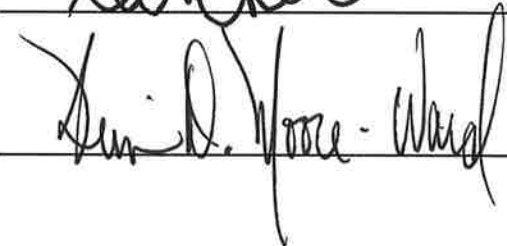
2. The parties agree to amend 2.2(C)(4)(C) currently "from five to seven years" to "five" years.

Dated: New York, New York  
December 4, 2019

For TWU Local 100

  
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For New York City Transit Authority

  
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RTO

The following Agreements have been made with the TA regarding matters relevant to the members in RTO.

1. Amend Sections 3.1(S), 3.2(S) and 3.3(N) so that Employees who are eligible for five (5) weeks' vacation at the beginning of the vacation year may select up to two weeks of vacation to be used as single days. Employees will be permitted to pick up to five (5) days during the pick, with the remaining days banked. Unused days will be cashed out at the end of the year. All other provisions shall remain unchanged.

2. Seniority lists will be updated and posted every two years for Train Operators, Conductors and Tower Operators (continuing in 2021). Updated seniority lists will be made available to the Union throughout the term of the Agreement.

3. A pilot program will be developed whereby employees working "Vacation Relief" will submit their job bids electronically. The pilot program will be evaluated after one (1) year and shall continue upon mutual agreement of the parties.

4. Incorporate/Mirror terms of the Department of Buses Stipulation for Cell Phone violations. The parties will meet immediately upon ratification to finalize the language for this Agreement.

5. Eliminate RTO P.S. 248 "Pilot Program" for employees on Workers Compensation.

6. The parties recognize the differences between operational violations and infractions related to conduct within RTO. They will meet and confer to discuss the manner in which discipline has been imposed in the past with the goal of reforming discipline to acknowledge the differences set forth above.

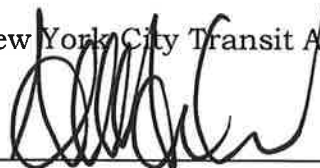
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December 4, 2019

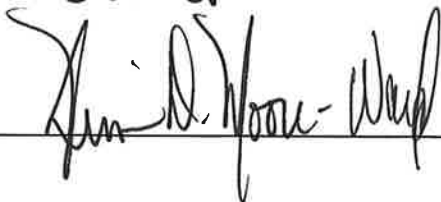
For TWU Local 100

  
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For New York City Transit Authority

  
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Maintenance of Way

The following Agreements have been made with the TA regarding matters relevant to the members in Maintenance of Way.

1. Additional Release Time position in Power Division.

Dated: New York, New York  
December 4, 2019

For TWU Local 100

Anthony Evans  
John V. Churchill

For New York City Transit Authority

[Signature]  
James D. Moore - Ward

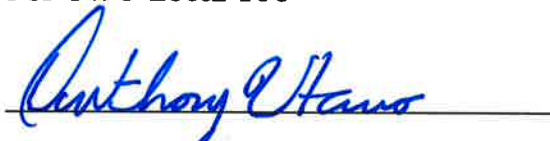

Traffic Checkers

The following Agreements have been made regarding matters relevant to the Traffic Checkers.

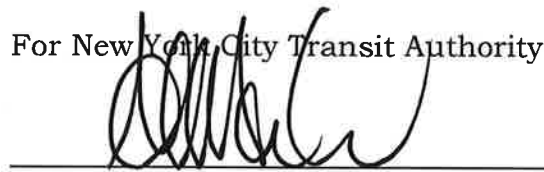

1. The parties agree to the creation of a Joint Labor Management Committee to explore promotional opportunities for Traffic Checkers.

Dated: New York, New York  
December 4, 2019

For TWU Local 100

For New York City Transit Authority

OA/TA TPPA

The following Agreements have been made with the TA regarding matters relevant to the members in OA/TA TPPA.

1. The Authority agrees to make best efforts to clean the TPPA Booths on a regular basis.

2. The Single Day Daily quota will exclude employees who take their Birthdays off.

Dated: New York, New York  
December 4, 2019

For TWU Local 100

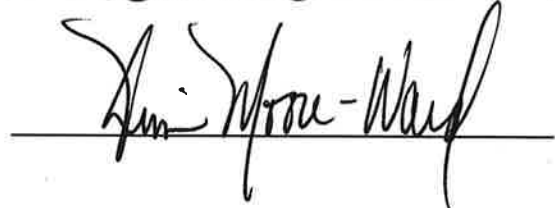
  
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\_\_\_\_\_ V.P.

  
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For New York City Transit Authority

  
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\_\_\_\_\_ Jim Moore-Ward



Department of Buses

TA/OA/MTA Bus

The following Agreements have been made with the Department of Buses regarding matters relevant to the members in TA/OA and MTA Bus.

Transportation

1. Increase Articulated Bus Differential to \$2.00/hour.
2. The parties agree to create a Joint Labor-Management Committee to continue discussions to explore an alternative training site for TAS to a Brooklyn Facility such as P.S. 248.
3. Employees who have out-of-state CDL Licenses will receive reimbursement (up to a maximum of \$100.00) for CDL related medical examinations.
4. The parties agree to create a Joint Labor-Management Committee with the goal of working collaboratively to ensure that the use of new technologies, including, without limitation, the use of autonomous vehicles, will be safely deployed and will continue to recognize the exclusive jurisdiction of the Union.

The Union suggests that following language will be added to the collective bargaining agreements, which the Committee will consider:

*Only bargaining unit employees shall operate Employer(s) vehicles and other equipment (excluding Employer automobiles that have not traditionally been operated by bargaining unit members) when such vehicles or equipment are being used to perform functions previously assigned to bargaining unit employees or functions similar to those that have traditionally been performed by bargaining unit members. Further, the Employers recognize that any proposed use of autonomous vehicles in revenue service and non-revenue service is a mandatory subject of collective bargaining and is a proper subject for discussions in Labor-Management meetings.*

5. Eliminate OA P.S. 248 "Pilot Program" for employees on Workers Compensation.

Maintenance

6. The parties will create a Productivity Committee comprised of equal members from both Union and Management. Representatives will be selected from OA, TA and MTA Bus. The Committee will review and evaluate mutually agreed upon productivity times with the goal of achieving savings to be divided equally between the Employers and the Union to increase pay for Maintainers.

7. Eliminate OA P.S. 248 "Pilot Program" for employees on Workers Compensation.

Dated: New York, New York  
December 4, 2019

For TWU Local 100

Anthony Utano

Peter Racor: VP

P. P. S. TAS VP

[Signature]

For New York City Transit Authority

[Signature]

Jim D. Moore-Ward

Thomas Lenane  
FOR MAINTENANCE

Women's Committee

The following Agreements have been made with the TA/OA/MTA Bus regarding matters relevant to the Women's Committee.

1. The parties agree to continue the Standing Committees, comprised of members of both TWU Local 100 and Management, to address issues relating to female employees, including, without limitation, covered health benefits.
2. Direct supervisors shall be blocked from accessing employee information involved in domestic violence situations.

Dated: New York, New York  
December 4, 2019

For TWU Local 100

Anthony Ottavio  
Le Song Cip

For New York City Transit Authority

[Signature]  
Janet D. Moore-Ward

## ATTACHMENT C

### SUBWAY STATIONS DEEP CLEANING

The parties hereto have agreed to permit NYCT to perform a one-time deep cleaning of subway stations as set forth herein.

1. The Authority intends to enter into subcontracts for the deep cleaning of approximately 160-180 stations, commencing on or about February 18, 2020 and ending on or about February 18, 2021, which the Union agrees to permit, predicated on the terms set forth herein.
2. The Authority recognizes the Union's position that this work is the traditional and exclusive work of the Union, which the Authority is not contesting.
3. Authority employees represented by the Union in the Cleaner Title will continue to perform all routine cleaning work at NYCT subway stations, which the Authority recognizes as the traditional and exclusive work of the Union.
4. The Authority will provide a list of the stations to be cleaned by the outside contractors prior to the commencement of the work, as well as a list of the outside contractors.
5. At the Authority's discretion, two (2) TWU Local 100 Station Cleaners may observe the outside contractor workforce on-site for the purposes of training, development, access and protection. The outside contractors will permit Station Cleaners to observe their work, but they will not otherwise direct or supervise the Cleaners. The parties will have further discussions regarding phasing in training for Cleaners.
6. It is the intention of the parties that the work performed by the contractors will establish a baseline of cleanliness that Authority Cleaners in the Stations Department will then maintain. In order to achieve this baseline, the parties agree to review and consider the adoption of products, equipment, PPE, means and methods used by the contractors. All such products, equipment and means and methods must comply with Authority safety and environmental standards, and applicable law. The Authority agrees to provide documentation demonstrating the safety of the products used prior to such use.

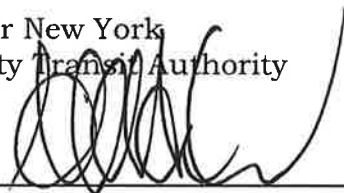
7. The parties acknowledge that nothing in this agreement shall be construed as establishing a precedent disputing the Union's claim of exclusivity to the work.
8. Local 100 will resume its exclusive jurisdiction over all subway station cleaning on or about February 18, 2021 and no outside contractor may perform any subway station cleaning thereafter, absent further agreement of the parties.
9. NYCT will be precluded from laying off any person in the Station Cleaner Title for the duration of the collective bargaining agreement.
10. Cleaners who are assigned to observe outside contractors for the purposes of training, development, access and protection will report to their regular reporting location(s), travel to the station to be cleaned and report back to their reporting location(s) at the end of their shift(s). Such Cleaners shall be compensated an additional one (1) hour at overtime rates to afford them the time to prepare for work and travel to and from their location(s).
11. In assisting the parties to implement this Agreement, the Authority will provide one (1) additional Release Time position to Local 100 for the entire period of the work performed by the outside contractors.

Dated: December 4, 2019

For Transport Workers Union  
Local 100

  
\_\_\_\_\_  
Anthony Utano

For New York  
City Transit Authority

  
\_\_\_\_\_  
Andrew Byford