MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is made by and between the TRANSPORT WORKERS UNION, AFL-CIO, Local 100, Career & Salary and MTA Bus (hereinafter "LOCAL 100" or the "UNION") and the MANHATTAN AND BRONX SURF ACE 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 follows¹:

1. TERM:

This Agreement shall continue in effect from July 14, 2019 to September 30, 2023.

2. GENERAL WAGE INCREASES:

The annual rate of pay for employees represented by the Union shall be increased as follows:²

Effective Date(s):	Increase:
July 14, 2019	2.00%
July 14, 2020	2.25%
July 14, 2021	2.50%
July 14, 2022	2.75%

The minimum and maximum wages for each title in the unit³ shall be increased by the general wage increases set forth above.

3. COMMUTATION PASS

No later than ninety (90) days after execution of this Agreement, employees will be entitled to use their EPIC Pass on MTA Express Buses. 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.

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

² Full retroactive pay shall be paid for all time periods listed above.

³ Covered titles are those set forth in the Collective Bargaining Agreement.

4. MATERNITY/PATERNITY LEAVE

In addition to any and all other leave entitlements, including, without limitation, FMLA and/or sick/vacation leave, employees shall, upon the birth of a child, be entitled to two (2) weeks of fully paid Maternity/Paternity Leave, which shall be utilized prior to utilizing any other paid leave benefits.

5. SENIORITY

During the course of bargaining, the Union proposed seniority recognition in areas where employees share the same title and perform the same or similar work, and also in areas where operations include various days off and tours. While the parties were unable to reach an agreement, the parties have agreed to continue their discussions.

6. TRAINING & UPGRADING FUND

Bargaining Unit employees will be eligible to participate in courses and/or programs offered by the TWU Training & Upgrading Fund, except as set forth below. There shall be no additional contributions to the Fund on behalf of Bargaining Unit employees. Employees will not be eligible to participate in the tuition reimbursement program offered by the Training & Upgrading Fund, but will continue to be eligible to participate in the Education Expense Reimbursement program set forth in Policy Number 11-026.

7. CONTINUATION OF TERMS

Except as otherwise expressively provided or modified by this Agreement, all provisions, stipulations and side letters attached to the previous Collective Bargaining Agreements as amended, shall continue in effect.

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 ______ day of July, 2022.

Auزرر t New York, New York,

Kim Moore Ward

Deputy Chief People and Labor Relations

Officer

David Franceschini

Senior Director, Collective Bargaining

Office of Labor Relations

Anthony Utano

President

Transport Workers Union, Local, 100

Thomas Lenane

Director of Maintenance

Transport Workers Union, Local 100

Michael Rehn

Maintenance Division Chair

Transport Workers Union, Local 100