To All TA-OA-MTA Bus Members Your New Value-Packed On-Time Contract

Wage Increases, Bonuses And Many Other Economic Enhancements Will Keep Transit Workers Well Ahead of Inflation!

NO Givebacks! No Concessions of Any Kind!

Important Gains in Dental

Breakthrough Benefits in Women's Healthcare

Commitment for Tens of Million\$ in Infrastructure Build-outs For Better Facilities for Women Transit Workers, With All Work to Be Done by In-House Workforce



Brochure Includes MOU (Term Sheet Between TWU Local 100 and the MTA)

A Message From TWU Local 100 President John Samuelsen

Vote Yes!

Brothers and sisters, we have secured a contract with inflationbeating raises - and plenty of other strong economic gains.

Most importantly there are no healthcare concessions or any other givebacks in this agreement.

This is a contract that will improve the quality of our lives, both on and off the job, in very real and tangible ways.

It will correct longstanding deficiencies across the system with significant advancements, including: better work boots and shoes; a

boost in every step of the longevity pay; a jump in the premium articulated bus operators now receive; and improved facilities for women with a contractual commitment to build with in-house forces.

We secured the ability for all workers with at least 10 years on the job to cash-out unused sick days without any strings attached – and start retirement with huge cash payouts.

Under the current contract, a 30-year veteran with 40% of sick days in the bank can't cash-out a single day. Zilch. Now, that worker, for example, assuming an hourly rate of \$30, would get a check of approximately \$19,000.

Like I said, it's a very solid contract. I wholeheartedly urge everyone to vote Yes.

While inflation averaged 1.6% last year, your annual salary will increase 5% under this new agreement. You will receive a 2.5% raise immediately upon ratification. You will then get a second 2.5% increase in February 2018. Then everyone will receive a pensionable \$500 cash bonus in March 2019.

That's tens of millions of dollars more than what MTA bosses claimed they could afford, or wanted to pay. But it's just the first batch of significant financial gains we wrested from the company.

For example, annual longevity pay is going up \$250 for each step. The annual Maintainers' bonus is rising by \$180 to \$500. The night differential for everyone is going up for the first time in at least a decade, and subway station cleaners, for the first time ever, will get time and a half for any and all snow removal.

We also compelled the M.T.A. to finally adequately recognize the additional stresses and challenges that Bus Operators face driving the oversized articulated buses on the streets of NYC every day. The articulated premium will rise from the existing 25 cents to \$1 upon ratification. That's a 300% jump, and it's the first such increase since the articulated buses came into the system.

We even won a first time ever "Me Too" clause on wages with the Long Island Rail Road unions and every other bargaining unit that has contracts with NYC Transit, MaB-STOA or MTA Bus. LIRR workers have the lawful right to strike and if they do so and win bigger wage increases, Local 100 members will get them too.

These are all victories. Real victories. And they didn't just happen magically. We obtained these gains because we stood together and waged a multi-faceted campaign, including television, radio and digital ads that raised awareness about our value to this city, the dangerous nature of our work, and the sacrifices we make to move 8 million riders a day.

We conducted a massive survey to correctly identify union-wide and divisional priorities. We organized in the depots, shops, yards and stations. We held a kick-ass rally outside MTA headquarters. More than 7,000 of us rallied in solidarity and let the MTA know on that November night that we needed to secure wages and other economic gains that keep us well ahead of inflation.

We prevailed against the negative forces inside our own union who shamefully and publicly declared that they would "scab" their own brother and sister transit workers if this fight had to be taken to another level.

We now can lock down these economic gains and benefits for more than two years. That opportunity couldn't have come at a better time. We are entering a new era of federal government uncertainty as a new President enters office. With this contract in place we are insulated against potential federal government cuts to public transit funding, and any other uncertainties that may arise. The politicians and billionaires who have been waging war on the trade union movement are now more powerful than ever. They will come after us.

Let's ratify this agreement and position ourselves to face the coming attacks.

Your New Wage Package

2.5 Percent Jan. 16, 2017

2.5 Percent Feb. 16, 2018

\$500 Pensionable Cash Bonus

March 15, 2019 (value .5% of a wage point)

Here's What this means in real \$ to you!

If Your Gross Annual Pay Averages	Your New Gross Annual Pay Will Increase to	Plus \$500.00 Bonus Pay In March 2019	Total With Wage Increases and Bonus Pay
\$60,000	\$63,037.50	\$63,537.50	\$3,537.50
\$70,000	\$73,543.00	\$74,043.00	\$4,043.00
\$80,000	\$84,050.00	\$84,550.00	\$4,550.00
\$90,000	\$94,556.25	\$95,056.25	\$5,056.25
\$100,000	\$105,062.00	\$105,562.00	\$5,562.00

* Add in longevity pay increases, night and weekend differential hikes, increases in articulated premium pay, snow bonus pay for cleaners, increases in maintainer bonus pay, and many other sweeteners in the departmental agreements, and transit workers will be taking home significantly more money to take care of their families every year. Also, important improvements in the dental plan mean even more money staying in your pocket for other family priorities.

Expiration of contract: May 15, 2019

New Wage Scales & Hourly Increases	Current Hourly Wage Rate	2.5 Percent Increase Jan. 16, 2017	2.5 Percent Increase Feb. 16, 2018	Total \$\$ Hourly Increase In Contract
Bus Maintainer A, B, CM, BM	\$34.5025	\$35.3650	\$36.2500	\$1.7475
Bus Walitailler A, B, CM, BM Bus Operator	\$32.4250	\$33.2350	\$34.0650	\$1.6400
Cleaner/Helper OA	\$29.1875	\$29.9175	\$30.6650	\$1.4775
Cleaner	\$27.4875	\$28.1750	\$28.8800	\$1.3925
Car Inspector A&B	\$36.0275	\$36.9275	\$37.8500	\$1.8225
Car Maintainer Trainee	\$30.8525	\$31.6250	\$32.4150	\$1.5625
Collecting Agent	\$30.8425	\$31.6125	\$32.4025	\$1.5600
Conductor	\$30.1100	\$30.8625	\$31.6350	\$1.5250
Electronic Equipment Maintainer	\$35.6325	\$36.5225	\$37.4350	\$1.8025
REM II & EEM II @ Woodside	\$38.4450	\$39.4050	\$40.3900	\$1.9450
Helper (Light, Signal, Tel, Mech)	\$29.1875	\$29.9175	\$30.6650	\$1.4775
Maintainer Helper B	\$29.1875	\$29.9175	\$30.6650	\$1.4775
Light Maintainer	\$34.5025	\$35.3650	\$36.2500	\$1.7475
Maintainer Trainee A, B, C, D	\$30.8525	\$31.6250	\$32.4150	\$1.5625
Mechanic Maintainer C (not in car equip)	\$34.5025	\$35.3650	\$36.2500	\$1.7475
Mechanic Maintainer C	\$36.0275	\$36.9275	\$37.8500	\$1.8225
Money Truck Operator OA (Paid as B.O.)	\$32.4250	\$33.2350	\$34.0650	\$1.6400
Money Truck Op. TA (Coll. Agent + \$0.75 diff)	\$31.5925	\$32.3625	\$33.1525	\$1.5600
Train Operator Yard	\$33.1500	\$33.9775	\$34.8275	\$1.6775
Train Operator Road	\$34.5025	\$35.3650	\$36.2500	\$1.7475
Plant & Equipment Maintainer	\$35.8425	\$36.7375	\$37.6550	\$1.8125
Power Cable Maintainer	\$35.4400	\$36.3250	\$37.2325	\$1.7925
Power Elect. Tech	\$31.6750	\$32.4675	\$33.2800	\$1.6050
Power Elect. Maintainer	\$35.7450	\$36.6375	\$37.5525	\$1.8075
Power Distribution Maintainer	\$34.7600	\$35.6300	\$36.5200	\$1.7600
Power Maintainer B	\$34.7600	\$35.6300	\$36.5200	\$1.7600
Transit Electrical Helper (Power)	\$29.8500	\$30.5950	\$31.3600	\$1.5100
Railroad Stockworker I	\$30.4275	\$31.1875	\$31.9675	\$1.5400
Railroad Stockworker II	\$34.0225	\$34.8725	\$35.7450	\$1.7225
Revenue Equipment Maintainer I	\$35.6325	\$36.5225	\$37.4350	\$1.8025
Roadcar Inspector	\$36.9575	\$37.8825	\$38.8300	\$1.8725
Signal Maintainer	\$34.7600	\$35.6300	\$36.5200	\$1.7600
Station Agent	\$29.7750	\$30.5200	\$31.2825	\$1.5075
Station Agent Non-AFC	\$28.3550	\$29.0650	\$29.7925	\$1.4375
Structure Maintainer A-H	\$34.5025	\$35.3650	\$36.2500	\$1.7475
Telephone Cable Maintainer	\$34.5025	\$35.3650	\$36.2500	\$1.7475
Telephone Maintainer	\$34.5025	\$35.3650	\$36.2500	\$1.7475
Tower Operator	\$32.5900	\$33.4050	\$34.2400	\$1.6500
Track Equipment Maintainer	\$34.5025	\$35.3650	\$36.2500	\$1.7475
Railroad Track Cleaner	\$28.6125	\$29.3275	\$30.0600	\$1.4475
Track Worker	\$31.5075	\$32.2950	\$33.1025	\$1.5950
Traffic Checker	\$17.4350	\$17.8700	\$18.3175	\$0.8825
ТРРА	\$26.8950	\$27.5675	\$28.2575	\$1.3625
Turnstile Maintainer	\$34.5025	\$35.3650	\$36.2500	\$1.7475
Track Specialist	\$34.5025	\$35.3650	\$36.2500	\$1.7475
TEMM - E&E, HVAC, V&D	\$34.5025	\$35.3650	\$36.2500	\$1.7475

Many Important Gains Including

Substantial increases in longevity pay.

• Increase in the night/weekend differential for the first time in more than a decade. Differential rate will increase by 5% as of January 16, 2018.

• Important gains in women's health care coverages. (side letter agreement).

 Increase in maintainer bonus pay from \$320 to \$500 annually starting Jan. 16, 2018.

• Significant improvements in the dental plan, including coverage of Dependents to 26 years.

• Cash out of at least 50 percent of any unused sick time upon resignation or retirement no matter how few days are in the sick bank. This is a huge gain for those retiring.

• 300% increase in premium pay for Operators of articulated buses (25 cents raised to \$1 per hour). FIRST EVER INCREASE.

• Commutation rail passes (LIRR and Metro North) extended to all members living in New York City.

• Improved boots/shoes for all titles that currently receive them.

• Maintainers at MTA Bus will see a reduction in their workday from 8.5 hours to 8 hours, with no loss in pay.

• All MTA Bus depots will now be covered by ONE UNIFIED CONTRACT

• 1st TIME, uniform cleaning allowance for Station Cleaners.

• Contractual agreement to improve the quality of facilities and address concerns raised by our female members; and a guarantee to increase our in-house capital construction workforce by at least 100 workers to accomplish the work.

• Time and a half for any and all snow removal in stations.

• FIRST TIME EVER – A 'ME TOO' CLAUSE ON WAGES WITH THE LIRR.

Your TWU Local 100 Executive Board Urges You to ...



Coming upon Contract Ratification:

Fixes & Enhancements To the Local 100 Dental Plan

Upon ratification of the contract, the TA will be increasing its contributions to the TWU-trusteed funds. This will cover the cost of new benefits in the Healthplex Plan.

Dependent Coverage through age 26 – Dependents will now be covered, whether full time student or not.

Added services: For Both Managed Care and PPO Plans

• Sealants for dependents up to 16 years - Previously this cavity prevention procedure was only available for dependents up to age 13

• Fixed Bridges on members under 40 years of age -Previously, only dentures and partials were offered for this age group

• Atridox Shots - Major plan enhancement, Not covered by any other union insurance plan ,valued at \$300 a shot. The real name is doxycycline hyclate. Atridox is the brand

• Occlusal Wear (Night Guards) - Now available (valued at \$200 or more)

• Porcelain Crowns on molars - Previously plan allowed only acrylic crowns

• Type One Malocclusions - Previously only Type 2 and Type 3 Malocclusions were approved

• Composite (White) fillings – Now available on all teeth including posterior teeth

• Crown Lengthening (Valued at \$440 per tooth)

Splinting

Managed Care services now available for Members in the PPO Plan as well

- ✓ Anesthesia Covered in the Managed Care Plan only
- ✓ Retainers Covered in the Managed Care Plan only

TERM SHEET

January 16, 2017 MTA and TWU (NYCT/MaBSTOA/MTA BUS)

Term: 28 months

MTA and TWU (NYCT, MaBSTOA, MTA Bus)

General Wage Increases (compounded):

The wage rates for hourly and clerical employees represented by the UNION shall be increased as follows:

Effective Date(s)	Increase	
January 16, 2017	2 4	2.50%
February 16, 2018		2.50%

May 15, 2019 expiration (28 months)

Cash Payment:

Effective March 15, 2019, each active employee covered by this agreement with no less than one year of service shall receive a one-time payment of \$500.00

Longevity:

Effective January 1, 2018, the current longevity schedule shall be increased by \$250 per step (\$450; \$550; \$650; \$750).

Night Shift Differential:

Effective January 16, 2018, the night shift differential payment shall be increased by 5%.

Maintainer Differential:

Effective January 16, 2018, the existing skill differential paid to maintainers shall be increased to \$500 per year.

Health:

a) The Union and Employers, pursuant to the 2002 -- 2005 Agreement, agreed to maintain the level of health benefits. The existing transition to Aetna shall continue to be advanced cooperatively. Term Sheet January 16, 2017 Page 2 of 3

- b) Consistent with the general increase in benefit costs, the Employer will increase monthly defined contribution for dental benefits by \$2.50 per month per active employee. The Employers shall make a one-time contribution of \$3M for dental reserves.
- c) The Union and the Employers 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 geographical coverage, choice of providers and quality care. As such, the parties agree that the conversion to the PPO network will be effectuated no later than December 31, 2017.

Funds:

The Union and Employers agree on or before 60 days after ratification to merge the Training and Upgrade Fund, Childcare Fund and the Labor Benefits Account, into a newly created combined Trust. The new Trust shall be jointly administered pursuant to a new Trust document which will provide for the same purposes as the predecessor Trusts as well as other lawful purposes to which the parties may agree. The current regular, periodic contributions will be combined and made to the Combined Trust. In addition to any other payments, the Employers will make a one-time contribution of \$3M to the Fund reserves.

MTA Bus:

Consistent with the Edelman Award, the Union and the Employers will promptly meet to draft a unified collective bargaining agreement utilizing the College Point contract for all MTA Bus depots. If the parties do not reach agreement within 120 days of the date of this term sheet, all unresolved issues shall be presented to Arbitrator Edelman pursuant to his retained jurisdiction for final resolution.

MTA Capital Plan:

The union acknowledges the historic financial commitment by the State to the MTA in the financing of the 2015-2019 Capital Plan. This Plan is the largest and most ambitious in history and will result in significant gains to the MTA's customers. The Union pledges to cooperate in the prompt and efficient delivery of the Plan elements attributed to the Employers. The Employers pledge their respect to the traditional role of Local 100 in-house forces in the efficient and prompt delivery of the Plan elements. Any disagreements between the Union and the Employers shall be promptly resolved by the Presidents. Term Sheet January 16, 2017 Page 3 of 3

Consistent with and in the spirit of the foregoing, the Employers shall create a new team of in-house Capital Construction employees of no less than 100 members above the current headcount, who shall be subject to this Agreement and who shall be assigned to remodeling and rehabilitation of employee facilities and other MTA capitally eligible fixed assets. The Union and the Employers will work cooperatively to prioritize employee facility projects with particular attention to accommodation of more women in the workforce, including new mothers.

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.

Commuter Rail Passes:

Commutation privileges on MTA commuter rails shall be extended to employees of the bargaining unit who reside within the confines of the five (5) boroughs of New York City consistent with the privileges previously extended to employees residing in the suburbs.

For the Employers

Thomas F. Prendergast Chairman and CEO Metropolitan Transportation Authority

For the Union

John Samuelsen, President Transport Workers Union Local 100

2 Broadway New York, NY 10004 Veronique Hakim President



January 16, 2017

LaTonya Crisp-Sauray Recording Secretary TWU, Local 100 195 Montague Street, 3rd Floor Brooklyn, NY 11201

Re: Women's Issues

Dear Ms. Crisp-Sauray:

This is to memorialize our agreement to continue to discuss the following women's issues:

- 1) Expression of breast milk locations
- 2) Consideration of pregnancy related absences and chronic absenteeism charges
- 3) Policies and procedures for reasonable accommodations
- 4) Domestic violence prevention awareness
- 5) Availability and distribution of a "Work Pay Status" letter upon request of a pregnant employee.

As such, the parties agree to establish a joint labor-management committee to identify appropriate and recommended actions and solutions. The committee will meet within ninety calendar (90) days following the ratification of this agreement to review the above listed enumerated concerns.

The following items will be referred to the Joint Health Benefits Committee:

- Mastectomy associated nipple and areola reconstruction and tattooing of the nipple area, reduction (or in some cases augmentation) mammoplasty and related reconstructive procedures on the unaffected side for symmetry
- 2) The cost of a manual or electronic breast extraction pump being subjected to the \$100.00 annual deductible cap for Durable Medical Equipment
- 3) Prescription coverage of Dicelgis (doxylamine succinate and pyridoxine hydrochloride) and Filbanserin, both currently approved by the Federal Drug Administration.

If the aforementioned reflects your understanding, please indicate your concurrence below.

im Moore-Ward Vice-President

Labor Relations

Concur for Transport Workers Unjon, Local 100:

LaTonya Crisp-Saur Date

Recording Secretary TWU, Local 100

2017 Samuelsen President TWU, Local 100

BOOTS/SHOES

- 1. The Authority will continue to provide shoes under the current shoe contract until expiration on October 31, 2017.
- 2. The Authority will meet with the Union to review shoe options for the replacement contract, and anticipates a distribution start date of January 2018. It is the intent that the replacement contract provide an on-line distribution system and that the procurement process will allow for a broader selection of brands and address employee concerns regarding comfort and quality, while still meeting the fiscal demands and safety requirements of the organization.
- 3. Should a brand that has been selected for the replacement contract become unavailable, the Authority will meet with the union to review replacement options and that brand will be replaced by a brand providing a shoe of comparable quality.
- 4. Shoe distribution under the current contract will continue as scheduled in 2017. The following changes shall be made to the alternative shoe reimbursement procedures for 2017:
 - a. In DOB, restrictions with regard to the number of employees that can purchase alternate shoes and receive reimbursement shall be lifted and employees who choose this option will be reimbursed at the rate of \$75, subject to existing requirements.
 - b. In DOS, medical documentation requirements for alternative shoes will be lifted, all other existing requirements shall continue. Employees who choose this option will be reimbursed at current reimbursement rates.
 - c. In all other satellite departments where employees receive shoes but are not eligible for alternative shoe reimbursement, employees shall be eligible for such reimbursement at the rate of \$75 upon the establishment of procedures that will ensure that appropriate safety requirements for alternative shoes are met.
- 5. Should the new system for supplying shoes not be in place by the end of the 1st quarter 2018, employees who are eligible to receive shoes in 2018 shall be eligible for a reimbursement for the purchase of shoes up to \$85.00. Such reimbursement shall be in effect until the new program is in effect. Employees who elect to receive a reimbursement in 2018 will not be eligible for shoes until their next scheduled time to receive shoes.

If an employee is eligible to receive two (2) pairs of shoes in 2018 and the new system for supplying shoes is not in place by the end of the 1st quarter 2018, the employee will be eligible for reimbursement for one (1) pair of shoes. If the new system is not in place

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by the end of the 3rd quarter, the employee shall be eligible for reimbursement for the second pair of shoes.

6. Existing provisions in DOB regarding eligibility for reimbursement for the purchase of alternate shoes and in DOS regarding reimbursement for the purchase of shoes for documented medical reasons shall continue after the new system for supplying shoes is in place through the term of this agreement. At the end of the term of this agreement, the parties will meet to review whether the extension of these exceptions is necessary based on usage.

Kim Moore-Ward Vice President Office of Labor Relations

John/Samuelsen

President Transport Workers Union, Local 100

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EMPLOYEE AVAILABILITY

1. **OTO**:

Paragraph 2 of Attachment A of the January 16, 2009 to January 15, 2012 Impasse Arbitration Award shall be superseded and replaced with the following:

Employees may elect to bank overtime hours in lieu of receiving overtime pay (OTO). Employees who elect to bank overtime hours shall bank hours at straight time and shall receive pay for the premium portion of the overtime worked. OTO time may be banked up to a maximum of 108 hours at any time and may be carried over from year to year.

Use of banked OTO time as paid time off shall be within established AVA/personal day quotas. Utilization of such banked time beyond these established quotas must be approved by Management. In schedule-driven Departments (such as RTO, Bus Transportation, and Stations), OTO time shall be used in increments of whole days only. There shall be an annual cap on usage of OTO time of 72 hours, except that in schedule-driven Departments, where OTO time can only be used in increments of whole days, employees shall be able to use OTO time in accordance with their schedule up to a total of 9 occurrences per leave year.

Employees may only cash-out banked OTO time on a quarterly basis. Employees who elect to cash-out OTO time must submit such election on a form to be supplied by the Authority no later than the last day of the final full pay period of the quarter. Cash-out payments shall be received in the pay check for the first full pay period of the following quarter.

2. Employee Availability Pilot Program:

The parties recognize the impact that employee availability has on the efficient operations of the Authority and have agreed to enter into a pilot program with the goal of improving employee availability. The pilot program shall include the following:

A. Career Sick Leave Cash-Out: Effective May 1, 2017, Section 2.6, Paragraph V shall be amended so that employees will no longer be required to have a minimum of half of their potential sick leave bank at the time of voluntary separation or retirement in order to be eligible for the cash-out.

B. Annual Sick Leave Cash-Out: Effective November 2017, an employee who has no sick leave usage in the previous year, measured from November 1 through October 31, may, at the employee's option, cash out up to six (6) sick days. An employee who has used one (1) sick day in the previous year may, at the employee's option, cash out up to three (3) sick days. An employee who has used two (2) sick days in the previous year may, at the employee's option, cash out one (1) sick day. For 2017 only, sick leave usage shall be measured from full and final ratification through October 31. Cashed out sick days under this provision will be deducted from the employee's potential and actual

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available sick leave balance for purposes of the yearly 70%/30% sick leave calculation and for purposes of the sick leave cash out upon voluntary separation/retirement.

C. In order for this pilot program to continue, there must be at minimum a two (2)day decrease in overall leave usage for employees represented by the Union. The categories of leave usage included in the calculation shall be paid sick leave, unpaid sick leave, AWOL, leave of absence and Workers' Compensation/IOD. The two (2) day improvement shall be measured from May1, 2017 and must be achieved over a two (2) year period ending April 30, 2019. The baseline for the two (2) day improvement shall be the annual average of leave usage in the above specified categories for the two year period from October 1, 2014 through September 30, 2016. The Parties will monitor the progress of improvement and the Authority retains the right to terminate the program during the two (2) year period if overall leave usage does not improve, but shall not terminate the program before May 1, 2018. Upon completion of the two (2) year period, if there has not been at least a two (2) day improvement in overall leave usage, the program shall terminate and the provisions of the CBA shall apply. However, should there be an improvement of at least 1 ¹/₂ days in overall leave usage upon completion of the two (2) year period, the Authority agrees to meet with the Union to discuss and evaluate the program. Following such discussions, the parties may agree to continue the program; however, the Authority reserves the right to end the program at any time after the two (2) year period is completed should there be no additional improvement and the two (2) day target is not achieved and/or maintained.

D. Gainsharing Program: In order to encourage additional improvement in employee availability, the parties agree to establish a Gainsharing Program for additional improvement to employee availability beyond the two (2) day target set forth in Paragraph 3 above. Under the program additional savings shall be divided as follows: 1/3 to employees, 1/3 to the Authority, and 1/3 to provide service enhancements to the public. If the Union achieves an overall improvement of 2.5 days or more, the employee share shall increase to 1/2. The parties shall establish a joint Labor/Management committee to discuss the parameters of the program including when availability targets will be measured, the frequency of potential payments to employees and/or other potential uses for the savings generated from availability gains.

Kim Moore-Ward

Vice President Office of Labor Relations

John Samuelsen Date President Transport Workers Union, Local 100

Minor Customer Complaint Procedure

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.

The following provision shall apply only to minor customer complaints and shall not include complaints alleging serious misconduct, including but not limited to the use of obscene language; physical altercation/assault or threats of violence; reckless or unsafe operation; or complaints that may be subject to the purview of the Office of EEO.

- 1. When a minor customer complaint is substantiated to the satisfaction of the Authority after an investigation, the following procedure shall be followed:
 - a. If the Authority has not substantiated a customer complaint, for example by issuing a reinstruction or disciplinary action against the employee, in the prior twelve (12) months and his/her disciplinary record in the prior three (3) years does not demonstrate a history of similar type of misconduct (other than discipline solely for a customer complaint),
 - b. The employee shall be issued a reinstruction and counselled regarding the complaint and the proper way to handle such complaints in the future.
 - c. Counseling sessions shall be held during the employee's tour of duty and in the presence of a Union representative.
 - d. At the discretion of the Authority the employee may be required to attend customer service training.
- 2. Counseling pursuant to this agreement shall not be considered discipline.
- 3. This provision shall not preclude the Authority from initiating appropriate discipline where the customer complaint additionally involves conduct that would constitute a violation of Authority Rules and Regulations.

MTA/New York City Transit Office of Labor Relations

im Modre-Ward Vice President

Transport/Workers nion, Local 100

John Samuelsen Fresident

THIS AGREEMENT MAY NOT BE ENTERED INTO EVIDENCE DURING ANY INTEREST ARBITRATION PROCEDURES ON THE CONTRACT TO BE EFFECTIVE JANAURY 16, 2017.

THIS AGREEMENT IS SUBJECT TO AN ENTIRE AGREEMENT ON A SUCCESSOR AGREEMENT FOR THE TRANSPORT WORKERS UNION, LOCAL 100.

Safety and Occupational Health

- The parties agree, within 60 days of full and final ratification, to establish a 1. Labor/Management committee to discuss issues related to employee trauma resulting from work related incidents that involve death or serious injury to customers, pedestrians and/or fellow employees. The purpose of the committee is to identify and explore additional ways to deal with employee trauma and educate employees on the effects of trauma in order to better address employee health and welfare issues related to such incidents and to facilitate an employee's return to work. Areas to explore include but are not limited to a) additional counseling opportunities; b) training for supervisors and managers on how to deal with employees who are directly involved with or witness such incidents; c) procedures at the scene of an accident; d) investigatory interviews; and e) the review of programs and contractual benefits that are currently available to evaluate their effectiveness and whether or not they are being utilized to their maximum potential. To facilitate discussion, the committee may also consult with appropriate subject matter experts. The committee shall report on its recommendations six (6) months following its establishment.
- 2. The Union will be notified of amendments to the Policy/Instruction on the Hearing Conservation Program prior to publication to ensure advanced notice of the addition of new job titles and/or work activities to the Program.

Kim Moore-Ward Vice President Office of Labor Relations

John Samuelsen Date President Transport Workers Union, Local 100

NEW TECHNOLOGY

Attachment I of the 2002 - 2005 MOU (New Technology), as amended by the 2009 - 2012 Impasse Award, shall be superseded and replaced as follows:

On a semi-annual basis the President of Local 100, or his/her designee, and the Senior Vice President of Subways and his/her appropriate executive staff will meet to discuss issues of significant technological importance. Additionally, on a semi-annual basis the President of Local 100, or his/her designee, and the Senior Vice President of Buses and his/her appropriate executive staff will meet to discuss issues of significant technological importance. Should the parties agree, additional meetings may be held.

Issues of significant technological importance include projects that will utilize new technology that will significantly impact and alter the manner in which operations are conducted. It is the intent of the parties to engage each other on the impact of such technology on the workforce so that employees may enjoy the benefits of any advancements as well as be appropriately prepared and trained. When discussing new technology, the parties will also consider its impact on improving the health and safety of employees, including but not limited to alternatives to diesel equipment.

The Authority will provide the Union with appropriate documentation and information sufficient to permit the Union to adequately understand the parameters of the changes or significant technological advancements the Authority is considering. It is also intended that notification will be given sufficiently in advance of such meetings in order to provide the Union the opportunity to review and analyze the technological issues being considered by the Authority. Similarly, the Union will provide the Authority with appropriate documentation and information regarding new technology alternatives it wishes the Authority to consider so that the Authority may have sufficient time to review prior to such meetings.

Kim Moore-Ward Vice President Office of Labor Relations

John Samuelsen Date Fresident Transport Workers Union, Local 100

DEPARTMENT OF SUBWAYS DIVISION OF CAR EQUIPMENT

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) Car Inspector Backfill-In all Inspection Barns, "Backfill" Car Inspectors shall be allowed to choose their assignment from all available Inspection Team daily vacancies by job number, i.e. 1st Backfill will be able to choose from all available Inspection Team daily vacancies, then 2nd Backfill will choose from those remaining Inspection Team daily vacancies and then 3rd Backfill will choose from the remaining Inspection Team daily vacancies, etc. until all Inspection Team daily vacancies are filled and/or the list of "Backfill" Car Inspectors is exhausted.
- 2) Maintainer Help B (MHB)-Based on budgetary and operational needs, the Authority agrees to increase the number of MHB positions to allow for promotional opportunities. MHBs will perform work in accordance with the duties and responsibilities of the title as set forth in the applicable rules and regulations and Civil Service job description.

MTA/New York City Transit Department of Subways Division of Par Equipment

Wynton Habersham Senior Vice President

Office of Labor Relations Vice President

nsport Worl s Union, Local 100 ohn Samuelser

President

Nelson Rivera

Vice President

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

This agreement may not be entered into evident during any interest arbitration procedures on the contract effective January 16, 2017.

DEPARTMENT OF BUSES OA Clericals

MABST Maintenance

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)Notice of vacancy-The parties agree that management will notify the Division Officer of all job vacancies in the clerical unit before posting.
- 2) Distribution of Overtime-Management will confer with the Union to endeavor to fairly distribute overtime available within a depot among OA clericals within that depot. Overtime used to fill a long term vacancy will first be offered to OA clericals within the depot with the vacancy, then to other clericals within that Division then if necessary to clericals outside that Division.
- 3) Vacation Cash-Out-The parties agree to continue the terms of the attached stipulation and agreement executed on February 2, 2015 for the term of the successor agreement to the 2012-2017 MOU.
- 4) Sick Disability Benefit- OA Clerical employees will be permitted to use half pay days on four (4) instances during the leave year prior to exhausting full pay days. This modification to the Sick Disability Benefit will be for the term of the successor agreement effective January 16, 2017, at which point the Authority may terminate the agreement and revert to the terms of the original contractual provision set forth in Section 6.5 I, based on the impact on availability.
- 5) Supper Money-Section 6.5 B, Supper Money will be revised to allow for a \$5.00 supper payment.
- 6) Holiday Schedule-The TWU, Local 100 holiday schedule for NYCT Department of Buses will be modified to substitute the Lincoln Birthday Holiday with the Day after Thanksgiving.

MTA/New York City Transit Department of Buses

Darryl Irick Senior Vice President

Office of Labor Relations Kim Moore-Ward

Vice President

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Thomas Lenane Director of Maintenance

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DEPARTMENT OF BUSES MAINTENANCE DIVISION

MABSTOA Maintenance

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.

Productivity Discussion- The Parties agree to continue discussions on maintenance productivity issues, including but not limited to new and existing fleets, PIP program, Standard Repair Time, ASE certifications, in-house component rebuilds, mechanic title and increased training.

New Technology-The Parties agree to continue discussion on current and future technologies in the area of bus maintenance, including but not limited to implementation of new technology alternatives to existing business processes to achieve effective and cost efficient maintenance.

DOB Maintenance Apprenticeship Program-If an agreement is not reached prior to finalization of a successor to the 2012-2017 Memorandum of Understanding, the parties agree to create committees to continue to discuss the creation of an apprenticeship program in the Transit Authority and MaBSTOA.

Holiday Schedule-The TWU, Local 100 holiday schedule for NYCT Department of Buses will be modified to substitute the Lincoln Birthday Holiday with the Day after Thanksgiving.

DWI/DWAI- The Parties agree that the NYCT Department of Buses, Driving While Intoxicated (DWI) or Driving While Ability Impaired (DWAI) agreement executed November 26, 2003 and amended by agreement executed on November 30, 2004 will be modified with respect to first offenses only, to allow Maintainers to work in a restricted capacity in available, budgeted assignments while awaiting restoration of a CDL. Such assignment will be at management's discretion, based upon the employee's overall record and on the operational needs of the Department, which may include reassignment to a different work location, shift or trick. Maintainers so reassigned will be paid the applicable salary for the work being performed. In no instance will this reassignment extend beyond one year from the date of revocation. The decision to provide or not provide such work in restricted capacity, including reassignment as indicated above is not subject to review through the contrastual grievance procedures.

MTA/New York City Transit Department of Buse Darryl Irick Senior Vice President

of Labor Relation Kim Moore-Ward Vice President

Tr nion, ocal 10 orkers insport Joh Samuelsen

P ent

Thomas Lenane

Director of Maintenance

161 Vice President John Patafio,

Michael Rehn, Division Chairman

Daniel Ascona, Division Chairman

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MABSTOA **Operators**

Department of Buses

Transportation (TA/OA)

In full settlement of all of the issues raised by the Union and Management, the following has been agreed to subject to approval of the principals.

ARTICULATED BUS DIFFERENTIAL

The Articulated Bus Differential shall be increased to \$1.00/hour.

MTA New York City Transit:

Darryl Irick, Senior Vice President

Kim Moore-Ward, Vice President

ransport Workers Union ocal 100: 16/2017

John Samuelsen, President

Richard Davis, Vice President (MaBSTOA)

1/10/17

J.P. Patafio, Vice President (TA Surface)

DEPARTMENT OF BUSES TRANSPORTATION

In full settlement of all issues raised by the Union and Management the following has been agreed to subject to the approval of the principals.

1) Four Day Work Week Committee

The parties hereby agree to the formation of a Joint Labor-Management Committee comprised of equal members appointed by Management and Transport Workers Union Local 100 not to exceed 4 members from each party, to discuss and explore in good faith the potential of devising and implementing (whether on a Pilot Program basis or otherwise, initially in the Brooklyn Division) schedules that would accommodate a four (4) day work week for Bus Operators.

This committee shall be formed and convene no later than thirty (30) days from the date of final ratification.

Nothing herein shall be construed to mean or be interpreted as acceptance by Local 100 of Part-Time Bus Operators.

The goals of the Committee shall be to determine the feasibility of a four (4) day work week with the aim of 1) increasing employee availability; 2) devising a schedule that would enhance the quality of life for Bus Operators who select such four (4) day work week; and 3) provide for better service for the riding public.

The Committee may recommend a course of action to the respective bargaining parties, but agreement by the members of the Committee shall not bind either of the bargaining parties.

The Committee shall meet at reasonable times and for a sufficient number of sessions to thoroughly explore the issues presented.

The parties will review the progress of the committee after six (6) months and determine whether to continue discussions, which may be extended by mutual agreement of the bargaining parties.

2) <u>Uniform Committee</u>

The parties agree to the formation of a Joint Labor-Management Committee to discuss and explore, in good faith, the feasibility of making changes to the current uniform. The parties further agree to expand the committee to include a representative of all bargaining units representing Bus Operators throughout NYCT and MTA Bus, not to exceed six labor representatives.

This committee shall be formed and convene no later than thirty (30) days from the date of final ratification.

MABSTOA Operators

The Committee may recommend a course of action to the respective bargaining parties, but agreement by the members of the Committee shall not bind either of the bargaining parties and shall be subject to all applicable agency and procurement approvals.

The Committee shall meet at reasonable times and for a sufficient number of sessions to thoroughly explore the issues and proffer recommendations no later than November 15, 2017. This deadline is subject to modification as necessary based on the procurement process timelines.

It is agreed and understood by the parties and the committee members that in no event will these discussions delay the procurement process for a uniform contract.

3) **Road Swing Facilities**-The Parties agree that issues raised by TWU, Local 100 Vice Presidents representing Bus Operators in the Department of Buses regarding swing and restroom facilities on the road at specific locations will be escalated the Senior Vice President of NYCT Department of Buses/President of MTA Bus Company, where appropriate, if the Union Vice Presidents are unable to resolve with Road Operations management in conjunction with Transportation Support.

4) <u>Minimum Road Swings</u>-The Parties agree to continue phasing in a minimum forty (40) minute swing for operators who swing on the road, based on service needs, bus availability and operator availability.

5) Accident Review System

Attachment F to the 2002-2005 MOU, Paragraph 9--The property damage threshold for major accidents will be increased from \$15,000 to \$25,000.

On a one time basis, the Authority agrees to provide preventable accident training as set forth in Paragraph 6(a) to elected Union officials and union attorneys who have not previously received such training. Such training will be scheduled at the discretion of the Authority. In the future, such training will continue to be provided as set forth in Paragraph 6(a) in conjunction with the training of newly selected preventable accident arbitrators or every three (3) years for new Union Officials if no new preventable accident arbitrator training has been conducted during that period.

6) <u>Lunch Period</u>- The eating period provided for in Section 5.1D (1) and 6.3G (1) Lunch Period will be increased to thirty (30) minutes.

Sections 5.1D(1) and 6.3(G)(1) will be amended to read "if for any reason an operator on a straight run or trick is prevented through no fault of his/her own from having at least twenty (20) minutes for lunch within the period specified therefore in his/her schedule he/she will be allowed thirty (30) minutes extra pay at his/her regular hourly rate and will be granted a minimum of thirty (30) minutes as soon as practical in order to have an eating period, provided the loss of lunch time is proved to the satisfaction of the supervisor in charge.

- 7) Holiday Schedule-The TWU, Local 100 holiday schedule for NYCT Department of Buses will be modified to substitute the Lincoln's Birthday Holiday with the Day after Thanksgiving. Employees required to work the Day after Thanksgiving may elect to be credited with an AVA day in lieu of the holiday pursuant to Section 2.5 C.
- 8) Safety/Attendance Incentive Program-The Parties agree that a Safety/Attendance incentive program would be mutually beneficial and agree to continue discussions on potential implementation, initially in MaBSTOA.

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

This agreement may not be entered into evidence during any interest arbitration procedures on the contract effective January 16, 2017.

MTA/NYC Transit Department of Buses

Darryl Irick

Senior Vice President

Office of Labor Relations Vice President

ansport Workers Union, Local 100 Т

John Samuelsen President

1/16/17

John Jaul Patafio Vice President, TA Surface

Richard Day

Vice President, MaBSTOA

MABSTOA

MABSTOA Operators

Traffic Checking Operations

MEMORANDUM OF UNDERSTANDING

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.

THIS AGREEMENT MAY NOT BE ENTERED INTO EVIDENCE DURING ANY INTEREST ARBITRATION PROCEDURES ON THE CONTRACT TO BE EFFECTIVE JANAURY 16, 2017.

THIS DIVISIONAL PACKAGE IS SUBJECT TO AN ENTIRE AGREEMENT ON A SUCCESSOR AGREEMENT FOR THE TRANSPORT WORKERS UNION, LOCAL 100.

1) Section 7.0(K) is amended to add the following:

Effective with the first pick conducted after January 16, 2017, Traffic Checkers selecting the NYC Transit Passenger Environmental Survey ("PES") group shall be "locked-in" to the PES group for a total of four (4) picks, e.g. Traffic Checkers remain assigned to the PES group for the duration of that pick and the subsequent three (3) consecutive picks.

2) Section 7.0(E)(4) is replaced, in whole, by the following:

Effective with the first pick conducted after January 16, 2017, Traffic Checkers working in the NYC Transit Passenger Environmental Survey ("PES") group will be paid a \$1.00 per hour differential for all hours actually worked in the PES group. The differential will also be paid during the initial training period.

For MTA NYC Transit:

For Transport Workers Union, Local 100:

01-16-17 Donald Yates, Division Chair Date Date TWU, Local 100

Operations Planning

Peter Cafiero, Chief

Kim Moore-Ward, Vice President / Date Office of Labor Relations

Richard Day resident Date TV U. Local 100 Samuelsen, President

MTA BUS AGREEMENT IN PRINCIPLE

WHEREAS, TRANSPORT WORKERS UNION LOCAL 100 ("LOCAL 100" or the "UNION") and METROPOLITAN TRANSPORTATION AUTHORITY (the "MTA") have engaged in collective bargaining negotiations for LOCAL 100 members employed at the NEW YORK CITY TRANSIT AUTHORITY ("NYCTA"), MANHATTAN and BRONX SURFACE TRANSIT OPERATING AUTHORITY ("MaBSTOA"), and the MTA BUS COMPANY ("MTA BUS" or the "COMPANY"); and

WHEREAS, the parties have agreed in principle to the terms and conditions of employment for all LOCAL 100 members working at MTA BUS; and

WHEREAS, in arriving at such agreement, the parties have agreed to the formation of a Drafting Committee which shall be tasked with memorializing each of the individual agreements reached; and

WHEREAS, the parties have agreed to include in the final document the items listed below as a full and comprehensive agreement, which shall become part of the LOCAL 100 TA/OA/MTA BUS collective bargaining agreement.

NOW THEREFORE, it is hereby agreed to by and between the parties hereto as follows:

1. The parties have agreed to utilize the College Point collective bargaining agreement (as raised by the June 9th, 2009 Award and the November

11th, 2015 Memorandum of Agreement) as the common platform for all LOCAL 100 members at MTA BUS.

A Bus

- The parties have agreed to the following amendments to the College Point collective bargaining agreement, which shall be applicable to all LOCAL 100 members at MTA BUS:
 - a. Up to two (2) weeks vacation days may be split/taken in individual days
 - b. MTA BUS will reimburse the full cost of a CDL for all LOCAL 100 members whose job requires one.
 - c. The current "in lieu of" days will be converted and replaced with a system of accumulating AVA Days for all LOCAL 100 members at MTA BUS on the same terms as TA/OA Department of Buses
 - d. LOCAL 100 members at MTA BUS will be entitled to utilize the Safety Resolution form and procedures contained in the TA/OA collective bargaining agreement.
 - e. Implement flexible spending account provisions of Health Benefits Plan at MTA Bus.
 - f. The pay date will be moved from Wednesday to Thursday
 - g. Elimination of advance vacation pay. Vacation will be paid with an employee's regular pay check.

3. Sick Leave Cash Out

Commencing with the execution of this Settlement Agreement, the parties will discuss implementing similar provisions to the TA/OA Sick

Leave Cash Out Pilot Program at MTA BUS COMPANY. Given the current system(s) of accruing and accumulating sick time (half days) at MTA BUS, and the complexities in translating those rules into the construct set forth herein, the parties will meet and confer in good faith to design and implement a program that provides similar incentives for Bus Operators at MTA BUS.

- 4. The parties agree to eliminate Section 20 (C) (as amended in the June 9th, 2009 award) relating to scheduling of locals and straights. The parties further agree to amend Section 7 of the work-rules in the June 9th, 2009 award to eliminate the blending of local lines with express runs.
- 5. The parties agree to address the issues relating to pension benefits for members at Yonkers Depot as provided for in the Edelman Award.
- 6. MTA Bus members' eligibility for the Veteran's military buy back will be addressed in the same manner as Paragraph 5 above.

For MTA Bus Company

For TWU 100 ocal

A Bus

Darryl Irick, President

Kim Moore-Ward

Vice President, Labor Relations

John Samuelsen, President

John DAY. DIVISION Chair

2 Broadway New York, NY 10004 Veronique Hakim President



New York City Transit

January 16, 2017

Kia Phua Vice-President, Rapid Transit Operations 195 Montague Street, 3rd Floor Brooklyn, NY 11201

Re: Alternate 40-Hour Work Week

Dear Mr. Phua:

This is to memorialize our discussion and agreement in regards to the creation of an alternate work week schedule in the Division of Service Delivery (RTO). The parties recognize that as a result of an influx of additional capital construction projects during weekend hours for work train operators and construction flaggers, operational needs require flexibility with scheduling. As such, the parties agree to meet within ninety calendar (90) days following the ratification of the parties collective bargaining agreement to discuss a mutually agreed upon alternate work week schedule, working conditions and pay provisions. Should the parties fail to reach an agreement at the conclusion of the ninety (90) days, the parties may extend the period to have further discussions upon mutual agreement.

If the aforementioned reflects your understanding, please indicate your concurrence below.

Wynton Habersham Sr. Vice-President Department of Subways

Concur for Fransport Workers Union, Local 100: Kia Phua

Vice-President, RTO TWU, Local 100

MTA New York City Transit is an agency of the Metropolitan Transportation Authority, State of New York

RTO Train Operators Conductor/Tower

SERVICE DELIVERY DIVISIONAL AGREEMENT

RTO Train Operators Conductor/Tower

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.

- Section 3.3(J) shall be amended to include the following:
 - Management will qualify Tower Operators in the Subdivision that they picked. Those that pick into Subdivision A will also be qualified territorially in Subdivision B. Those that pick into Subdivision B will also be qualified territorially in Subdivision A.
 - Territories will be defined as "North" or "South" with the dividing line set at 34th Street/42nd Street along the various Manhattan corridors.
 - 3) Extra and Extra/Extra List Tower Operators will be qualified in the other Subdivision in the territory in which they most closely reside. Extra or Extra/Extra List Tower Operators may be assigned to Towers in the Subdivision in which they pick as well as territorially in the other Subdivision on straight time.
 - 4) All Tower Operators, including those with picked assignments, may elect to work overtime in any Tower in which they are qualified.
- Section 3.1(K)(2), Section 3.2(K)(2) and Section 3.3(H)(1-3) shall be amended as follows:
 - 1) The parties agree to hold two (2) general picks per calendar year and two (2) vacancy bids per pick, with one (1) vacancy bid to occur prior to the pick being implemented and the second vacancy bid to occur approximately thirty (30) days after the pick has been implemented.
 - 2) Employees who are out of work for thirty (30) or more calendar days at any time during the life of the pick and/or prior to the implementation of the pick are deemed to temporarily vacate their picked jobs. The temporarily vacated job will be placed on a vacancy bid. Such vacated jobs shall be open for bid to any qualified employee until such time as the employee who originally picked the job becomes qualified to return to their picked job.
 - 3) Upon the return to work of the employee who temporarily vacated the picked job, the employee who bid on and held the temporary job will be displaced and go to the Extra Extra List.
- Section 3.1(S)(6), Section 3.2(S)(6) and Section 3.3(N)(6) shall be amended as follows: In order to provide adequate opportunities for employees who opt to take a week of vacation in single days to take such days off, a minimum daily quota for single day vacations, AVA days and Personal days combined will be established by title (Train Operator, Conductor, Tower Operator) of two (2%) percent of the total number of employees in those titles.
- Management agrees to the creation of a joint Subdivision A and B Deadhead chart, one for regular hours of work 6AM – 12AM and one for overnight hours 12AM – 6AM.
- <u>Section 3.1(K) will be amended to include the following:</u> Switching jobs that are vacated due to vacations shall be placed on the Vacation Relief bid.
- Employees shall be permitted to accrue AVA days up to a total of twelve (12) days. All existing terms and conditions regarding AVA usage shall continue in effect.

This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective January 16, 2017.

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

STATIONS DIVISIONAL AGREEMENT

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 Authority agrees to provide a counterfeit machine in each Station Agent booth.
- 2. Section 3.8 (C) shall be amended as follows: All employees who are required to work on snow duty will receive pay at the rate of time and one-half for such work. All of the remaining provisions of Section 3.8 (C) shall remain in effect.
- 3. Section 3.8 (L) (3) and (4) shall be amended as follows: The uniform cleaning allowance shall be one hundred dollars (\$100.00) per year. All of remaining provisions of Section 3.8 (L) (3) and (4) shall remain in effect.
- 4. The 2009 2012 Impasse Panel Award shall be amended to permit employees in the Division of Stations to accrue up to a total of fourteen (14) AVA days.

This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective January 16, 2017.

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FomMTA New York City Transit: m Moore-Ward

Vice President Labor Relations For port V brkers I rahs

Samuelsen dent J, Local 100

Derrick Echevarria

John Gaito Date Vice President and Chief Officer Service Delivery Rail Operation Support, Subways

Vice President Stations Division

Date

Maintenance

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)Notice of vacancy-The parties agree that management will notify the Division Officer of all job vacancies in the clerical unit before posting.
- 2) Distribution of Overtime-Management will confer with the Union to endeavor to fairly distribute overtime available within a depot among OA clericals within that depot. Overtime used to fill a long term vacancy will first be offered to OA clericals within the depot with the vacancy, then to other clericals within that Division then if necessary to clericals outside that Division.
- 3) Vacation Cash-Out-The parties agree to continue the terms of the attached stipulation and agreement executed on February 2, 2015 for the term of the successor agreement to the 2012-2017 MOU.
- 4) Sick Disability Benefit- OA Clerical employees will be permitted to use half pay days on four (4) instances during the leave year prior to exhausting full pay days. This modification to the Sick Disability Benefit will be for the term of the successor agreement effective January 16, 2017, at which point the Authority may terminate the agreement and revert to the terms of the original contractual provision set forth in Section 6.5 I, based on the impact on availability.
- 5) Supper Money-Section 6.5 B, Supper Money will be revised to allow for a \$5.00 supper payment.
- 6) Holiday Schedule-The TWU, Local 100 holiday schedule for NYCT Department of Buses will be modified to substitute the Lincoln Birthday Holiday with the Day after Thanksgiving.

MTA/New York City Transit Department of Buses

Darryl Irick Senior Vice President

Office of Labor Relations Kim Moore-Ward

Vice President

local 100 Transport W orkers Inion, I

amuelsen nt

Thomas Lenane Director of Maintenance

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DEPARTMENT OF BUSES MAINTENANCE DIVISION

TAS Maintenance

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.

Productivity Discussion- The Parties agree to continue discussions on maintenance productivity issues, including but not limited to new and existing fleets, PIP program, Standard Repair Time, ASE certifications, in-house component rebuilds, mechanic title and increased training.

New Technology-The Parties agree to continue discussion on current and future technologies in the area of bus maintenance, including but not limited to implementation of new technology alternatives to existing business processes to achieve effective and cost efficient maintenance.

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MTA/New York City Transit Department of Buse Darryl Irick Senior Vice President

of Labor Relation Kim Moore-Ward Vice President

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Thomas Lenane Director of Maintenance

16

Vice President John F Patafio,

Michael Rehn, Division Chairman

Daniel Ascona, Division Chairman

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Department of Buses

Transportation (TA/OA)

In full settlement of all of the issues raised by the Union and Management, the following has been agreed to subject to approval of the principals.

ARTICULATED BUS DIFFERENTIAL

The Articulated Bus Differential shall be increased to \$1.00/hour.

MTA New York City Transit:

Darryl Irick, Senior Vice President

Kim Moore-Ward, Vice President

ranspont Workers Union ocal 100: 16/2017 116/2017

John Samuelsen, President

Richard Davis, Vice President (MaBSTOA)

1/10/17

J.P. Patafio, Vice President (TA Surface)

DEPARTMENT OF BUSES TRANSPORTATION

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1) Four Day Work Week Committee

The parties hereby agree to the formation of a Joint Labor-Management Committee comprised of equal members appointed by Management and Transport Workers Union Local 100 not to exceed 4 members from each party, to discuss and explore in good faith the potential of devising and implementing (whether on a Pilot Program basis or otherwise, initially in the Brooklyn Division) schedules that would accommodate a four (4) day work week for Bus Operators.

This committee shall be formed and convene no later than thirty (30) days from the date of final ratification.

Nothing herein shall be construed to mean or be interpreted as acceptance by Local 100 of Part-Time Bus Operators.

The goals of the Committee shall be to determine the feasibility of a four (4) day work week with the aim of 1) increasing employee availability; 2) devising a schedule that would enhance the quality of life for Bus Operators who select such four (4) day work week; and 3) provide for better service for the riding public.

The Committee may recommend a course of action to the respective bargaining parties, but agreement by the members of the Committee shall not bind either of the bargaining parties.

The Committee shall meet at reasonable times and for a sufficient number of sessions to thoroughly explore the issues presented.

The parties will review the progress of the committee after six (6) months and determine whether to continue discussions, which may be extended by mutual agreement of the bargaining parties.

2) <u>Uniform Committee</u>

The parties agree to the formation of a Joint Labor-Management Committee to discuss and explore, in good faith, the feasibility of making changes to the current uniform. The parties further agree to expand the committee to include a representative of all bargaining units representing Bus Operators throughout NYCT and MTA Bus, not to exceed six labor representatives.

This committee shall be formed and convene no later than thirty (30) days from the date of final ratification.

TAS Operators

The Committee may recommend a course of action to the respective bargaining parties, but agreement by the members of the Committee shall not bind either of the bargaining parties and shall be subject to all applicable agency and procurement approvals.

The Committee shall meet at reasonable times and for a sufficient number of sessions to thoroughly explore the issues and proffer recommendations no later than November 15, 2017. This deadline is subject to modification as necessary based on the procurement process timelines.

It is agreed and understood by the parties and the committee members that in no event will these discussions delay the procurement process for a uniform contract.

3) <u>Road Swing Facilities</u>-The Parties agree that issues raised by TWU, Local 100 Vice Presidents representing Bus Operators in the Department of Buses regarding swing and restroom facilities on the road at specific locations will be escalated the Senior Vice President of NYCT Department of Buses/President of MTA Bus Company, where appropriate, if the Union Vice Presidents are unable to resolve with Road Operations management in conjunction with Transportation Support.

4) <u>Minimum Road Swings</u>-The Parties agree to continue phasing in a minimum forty (40) minute swing for operators who swing on the road, based on service needs, bus availability and operator availability.

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Attachment F to the 2002-2005 MOU, Paragraph 9--The property damage threshold for major accidents will be increased from \$15,000 to \$25,000.

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Sections 5.1D(1) and 6.3(G)(1) will be amended to read "if for any reason an operator on a straight run or trick is prevented through no fault of his/her own from having at least twenty (20) minutes for lunch within the period specified therefore in his/her schedule he/she will be allowed thirty (30) minutes extra pay at his/her regular hourly rate and will be granted a minimum of thirty (30) minutes as soon as practical in order to have an eating period, provided the loss of lunch time is proved to the satisfaction of the supervisor in charge.

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

This agreement may not be entered into evidence during any interest arbitration procedures on the contract effective January 16, 2017.

MTA/NYC Transit Department of Buses

Darryl Irick

Senior Vice President

Office of Labor Relations Vice President

ansport Workers Union, Local 100 Т

John Samuelsen President

1/16/17

John Jaul Patafio Vice President, TA Surface

Richard Day

Vice President, MaBSTOA

TAS

TAS Operators

Traffic Checking Operations

MEMORANDUM OF UNDERSTANDING

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.

THIS AGREEMENT MAY NOT BE ENTERED INTO EVIDENCE DURING ANY INTEREST ARBITRATION PROCEDURES ON THE CONTRACT TO BE EFFECTIVE JANAURY 16, 2017.

THIS DIVISIONAL PACKAGE IS SUBJECT TO AN ENTIRE AGREEMENT ON A SUCCESSOR AGREEMENT FOR THE TRANSPORT WORKERS UNION, LOCAL 100.

1) Section 7.0(K) is amended to add the following:

Effective with the first pick conducted after January 16, 2017, Traffic Checkers selecting the NYC Transit Passenger Environmental Survey ("PES") group shall be "locked-in" to the PES group for a total of four (4) picks, e.g. Traffic Checkers remain assigned to the PES group for the duration of that pick and the subsequent three (3) consecutive picks.

2) Section 7.0(E)(4) is replaced, in whole, by the following:

Effective with the first pick conducted after January 16, 2017, Traffic Checkers working in the NYC Transit Passenger Environmental Survey ("PES") group will be paid a \$1.00 per hour differential for all hours actually worked in the PES group. The differential will also be paid during the initial training period.

For MTA NYC Transit:

Peter Cafiero, Chief

For Transport Workers Union, Local 100:

01-16-17 Donald Yates, Division Chair Date Date

Donald Yates, Privision Chair TWU, Local 100

Operations Planning

Kim Moore-Ward, Vice President / Date Office of Labor Relations

Richard Day resident Date TV U. Local 100 Samuelsen, President

2 Broadway New York, NY 10004

Veronique Hakim President



Track

January 16, 2017

Mr. Anthony Utano, Vice President Transport Workers Union, Local 100 195 Montague Street, 3rd Floor Brooklyn, NY 11201

Re: Track Division

Dear Mr. Utano:

During the Maintenance of Way negotiation sessions the parties discussed the presence of defibrillators at certain worksites such as those involving extensive track work where safety walk throughs are required. The parties agree to meet after ratification of the successor contract to continue such discussions, following legal review.

If the above reflects your understanding, please sign below.

Sincerely

Wynton Habersham Sr. Vice President Department of Subways

Agreed to:

Anthony Utano

Vice President, MOW Transport Workers Union, Local 100

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 shall be permitted to accrue AVA days up to a total of twenty (20) days. All existing . terms and conditions regarding AVA usage shall continue in effect.

This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective January 16, 2017.

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

For MTA NYC Transit / MaBSTOA: Kim Moore-Ward Vice Presiden Labor Relations

Date

Wynton Habersham Sr. Vice President Department of Subways

ort Worl For Transp rs Unio Loca ohn Samuelsen

President TWU, Local 100

1-16-17 ano, Anthony Uteno Date

Vice President **MOW** Division

[rack

Veronique Hakim President



January 16, 2017

LE/S

Mr. Anthony Utano, Vice President Mr. John Chiarello, Signal Division Chair Transport Workers Union, Local 100 195 Montague Street, 3rd Floor Brooklyn, NY 11201

Re: Signals, Electronic Maintenance and Elevator and Escalator

Dear Messrs. Utano & Chiarello:

During the Maintenance of Way negotiation sessions the parties discussed the difficulty in hiring and retaining employees in the following titles: Signal Maintainers, Telephone Maintainers and Transit Electro Mechanical Maintainer (Elevator & Escalator). The parties agree to meet after ratification of the successor contract to discuss methods to improve recruitment of these titles.

If the above reflects your understanding, please sign below.

Sincerely

Wynton Habersham Sr. Vice President Department of Subways

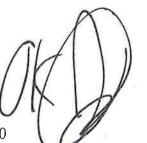
Agreed to:

Anthony Utarlo

Vice President, MOW Transport Workers Union, Local 100

V. h

John Chiarello Jagnal Division Chair, MOW



MAINTENANCE OF WAY DIVISIONAL AGREEMENT

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 shall be permitted to accrue AVA days up to a total of twenty (20) days. All existing terms and conditions regarding AVA usage shall continue in effect.

This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective January 16, 2017.

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

For MTA NYC Transit / MaBSTOA: Kim Moore-Ward Vice Presiden Labor Relations

Date

Wynton Habersham Sr. Vice President Department of Subways

ort Worl For Transp rs Unio Loca ohn Samuelsen

President TWU, Local 100

ano 1 1-16-17 Date

Anthony Uteno Vice President MOW Division

E/S

MAINTENANCE OF WAY INFRASTRUCTURE DIVISIONAL AGREEMENT

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.

Section 3.5 (O) shall be amended to include the following:

Painters in Station Maintenance, and all Ironworkers, when 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.

This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective January 16, 2017.

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

Transit /MaBSTOA: Kim Moore-Ward Vice President Labor Relations

Date

Wynton Habersham Sr. Vice President Department of Subways

For Transport Wor rs Ur nn I John Samuelsen

President TWV, Local 100

<u>1-16-17</u> Date Anthony Utano

Anthony Utano Vice President MOW Division

1-16-17

Richard Rocco Structure Division Chairman

Date

MAINTENANCE OF WAY DIVISIONAL AGREEMENT

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 shall be permitted to accrue AVA days up to a total of twenty (20) days. All existing terms and conditions regarding AVA usage shall continue in effect.

This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective January 16, 2017.

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

For MTA NYC Transit / MaBSTOA: Kim Moore-Ward Vice Presiden Labor Relations

Date

Wynton Habersham Sr. Vice President Department of Subways

For Transp ort Worl rs Unio Loca ohn Samuelsen President

TWU, Local 100

1-16-17 ano 1 Anthony Uteno Date

Vice President MOW Division

MAINTENANCE OF WAY POWER DIVISIONAL AGREEMENT

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.

 Power Maintainer – B, who currently receive the \$.50 differential, who are assigned to the Power Control Center Desk, will receive an additional \$1.50 per hour differential. These employees will be subject to a three (3) year lock-in period. Any employee that is forced into this position will be subject to an eighteen (18) month lock-in period, and shall continue to utilize the FM-170 procedure as outlined in the parties collective bargaining agreement to bid on other jobs.

This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective January 16, 2017.

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

ansit / MaBSTOA: im Moore-Ward Vice President Labor Relation

Date

Wynton Habersham Sr. Vice President Department of Subways

For Trans Worl cal 10 John Samuelse

President TWU, Local 100

For 1-16-1 Anthony Ulano Date

Vice President MOW Division

Stephen H

Power Davision Chair

MAINTENANCE OF WAY THIRD RAIL DIVISIONAL AGREEMENT

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.

• The parties agree to hold one general pick every fourteen (14) months, where practical.

This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective January 16, 2017.

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

C Transit / MaBSTOA: Kim Moore-Ward Date Vice President Labor Relations

Wynton Habersham Sr. Vice President Department of Subways

F port W rkers U br ran on Loc ha Samuelsen

Power

President TWU, Local 100

Hans III Date 9. -17 Anthony Utano

Vice President MOW 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 shall be permitted to accrue AVA days up to a total of twenty (20) days. All existing terms and conditions regarding AVA usage shall continue in effect.

This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective January 16, 2017.

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

For MTA NYC Transit / MaBSTOA: Kim Moore-Ward Vice Presiden Labor Relations

Date

Wynton Habersham Sr. Vice President Department of Subways

ort Worl For Transp rs Unio Loca ohn Samuelsen

Precident TWU, Local 100

ano Anthony Uteno Date

Vice President MOW Division

Power