

CONFIDENTIAL – FOR DISCUSSION PURPOSES ONLY

MTA Management Proposal for TWU Local 100. Unless otherwise specified proposals apply to both NYCT and MTA Bus.

Term: 4 years

General Wage Increases:

- 2019 2% (effective 60 days after full and final ratification)
- 2020 2% (effective 365 days later)
- 2021 2% (effective 365 days later)
- 2022 2% (effective 365 days later)

THE FOLLOWING CHANGES WILL BE EFFECTIVE UPON FULL AND FINAL RATIFICATION OR AS OTHERWISE INDICATED:

Retroactivity:

Full retroactive wage adjustments will be made for both active and retired employees. No such adjustments will be made for employees who have been terminated or who have voluntarily resigned.

Health and Welfare:

Contributions:

- Effective 1/1/2020: The employee contribution shall be increased to 2.5% of base salary
- Effective 1/1/2021: The employee contribution shall be increased to 3.0% of base salary
- Effective 1/1/2022: The employee contribution shall be increased to 3.5% of base salary
- Effective 1/1/2023: The employee contribution shall be increased to 4.0% of base salary

Health Plan Design:

Identify cost saving health plan design changes. Such changes will include, but will not be limited to, the following:

- Implement a \$150 co-pay for emergency room visits
- Prescription drug coverage efficiencies, including prior authorizations
- Co-Insurance Levels
- Consolidate Post Medicare retiree health plans
- Institute an exclusive Specialty Pharmacy Program through the pharmacy provider (currently CVS)

If the Employer elects to engage Payer/Matrix, savings shall be calculated annually and shared equally after the Authority has been fully reimbursed for the initial start-up costs.

Work Rules:

Overtime:

1. Enhanced equalization of overtime.
2. Institute salary caps at MTA Bus similar to those at NYCT **(MTA Bus)**
3. Overtime premium shall be paid after 40 hours of actual work in a week. Scheduled overtime (run pay) shall not be impacted. This provision shall be phased in over the span of the contract as follows: Effective 1/1/2020 overtime premium shall be paid after 32 hours of actual work in a week. Effective 1/1/2021 overtime premium shall be paid after 36 hours of actual work in a week. Effective 1/1/2022 overtime premium shall be paid after 40 hours of actual work in a week.

Farming Out:

4. Station and car cleaning functions may be contracted to outside vendors as set forth in Addendum A. **(NYCT)**
5. Third party contractors may perform flagging functions for their own work. **(NYCT)**
6. The Vapor arbitration award shall be suspended for any work performed under the next succeeding Capital Plan. **(NYCT)**

General:

7. All impediments, where applicable, to the redeployment of station and revenue personnel impacted by the implementation of OMNY shall be removed. There shall be no lay-offs contemplated as a result of the implementation of OMNY. The parties agree to explore training opportunities through the Training and Upgrade Fund to train incumbent employees in impacted titles for requalification to alternate titles. **(NYCT)**
8. Any new surface operations not covered by Section 1.28, Paragraph D of the NYCT CBA (initiated on or after full and final ratification) may be operated in whole or in part with part time bus operators.
9. Reduction of Vacation Accruals for new employees between three (3) and ten (10) Years of Service. **(NYCT)**

Years of Service	Current	Proposed
0-2	2	2
3-4	4	2
5-9	4	3
10-14	4	4
15+	5	5

- Currently, vacation time for employees doubles from 2 to 4 weeks after 3 years of service, without a 3 week step.
 - Vacation schedule between years 3 and 10 exceeds the vacation schedule for the majority of represented workers in the MTA.
 - Aimed at future hires and does not affect current employees.
10. Bus Route redesign impediments will be reviewed and addressed if necessary.
 11. Eliminate the paper pay advice for all employees who currently receive their pay by direct deposit.
 12. Transition the current pay day, Wednesday, for all Manhattan and Bronx Surface Transit Operation (MaBSTOA) employees to Thursday. **(NYCT)**
 13. All employees shall receive their paychecks via direct deposit.
 - a. Newly hired employees shall be required to receive their paychecks via direct deposit.
 - b. Employees who currently receive their pay via a paper pay check shall be required to transition to direct deposit within six (6) months of the date of full and final ratification of the contract.

Employee Availability:

14. Aggregate employee availability across the bargaining unit shall be improved by three (3) work days by 12/31/2020. If aggregate availability is not improved by three (3) work days the Employer will be entitled to implement work rules changes equivalent to the savings generated by the three (3) day improvement. The parties will continue discussions on employee availability initiatives, including but not limited to, those attached hereto as addendum B.

Departmental Productivity/Gainsharing:

15. This program will include but will not be limited to the following departments: Stations, Bus operations and maintenance, Maintenance of Way, Car Equipment, etc...)
 - A mutually selected consultant will be engaged to assist in examining potential areas of increased productivity and determining the savings attributable to such productivity initiatives. The fees of such consultant will be paid by the MTA.
 - An annual productivity goal (e.g. 4%, 8%, 10%) will be set by each department.
 - The productivity bonus will be 50% of savings as measured by the consultant.
 - The savings will be measured and paid on an annual basis.
16. Departmentals: the parties will meet separately to finalize any potential departmental agreements. The parties agree that such separate agreements, to the extent practical, shall be in their sum cost neutral.

MTA reserves the right to add to, delete from and otherwise modify these proposals.

ADDENDUM A

CAR AND STATIONS CLEANING FARMING OUT AND MEANS AND METHODS1. Subway Car Cleaning

- A. Heavy duty exterior cleaning (non-carwash) will be performed by outside contractors as determined by management. This will ensure the effective use, capture and remote disposal of chemicals needed for this work.

In-house resources assigned to exterior carwash activities will adopt means and methods to ensure augmented levels of cleanliness will be maintained. Means and methods shall include, but not be limited to, equipment, PPE, chemicals and methods that are not currently used on property and/or methods and means to improve the efficiency of products and equipment currently used. The Authority will notify the Union of the means and methods it is seeking to implement and will discuss those means and methods upon request. However, provided those means and methods are consistent with Authority safety and environmental standards, and applicable law, and have been approved by the Office of System Safety, such means and methods shall be adopted by inhouse forces.

- B. In addition to in-house forces, the Authority may continue the use of contractors to perform deep cleaning of the interior of subway cars. 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 Car Equipment Department will then maintain.

In-house resources assigned to interior cleaning activities will adopt means and methods to ensure augmented levels of cleanliness will be maintained. Means and methods shall include, but not be limited to, equipment, PPE, chemicals and methods that are not currently used on property and/or methods and means to improve the efficiency of products and equipment currently used. The Authority will notify the Union of the means and methods it is seeking to implement and will discuss those means and methods upon request. However, provided those means and methods are consistent with Authority safety and environmental standards, and applicable law, and have been approved by the Office of System Safety, such means and methods shall be adopted by inhouse forces.

2. Station Cleaning

- A. In addition to in-house forces, the Authority may continue the use of contractors to perform deep cleaning of subway stations, including a phase of deep cleaning of approximately 160-180 stations commencing in August 2019.

It is the intention of the parties that station-based Authority Cleaners in the Stations Department will perform day-to-day cleaning between deep cleaning engagements by

the contractors. Additionally, TWU employees will continue to be assigned to deep and specialized cleaning, including but not limited to mobile wash.

In-house resources assigned to station-based, deep and specialized cleaning activities will adopt means and methods appropriate to that function to ensure augmented levels of cleanliness will be maintained. Means and methods shall include, but not be limited to, equipment, PPE, chemicals and methods that are not currently used on property and/or methods and means to improve the efficiency of products and equipment currently used. The Authority will notify the Union of the means and methods it is seeking to implement and will discuss those means and methods upon request. However, provided those means and methods are consistent with Authority safety and environmental standards, and applicable law, and have been approved by the Office of System Safety, such means and methods shall be adopted by inhouse forces.

- B. The authority will create a select number of Cleaner Specialist positions, the parameters of which will be subject to further discussions with the Union. In addition to those tasks and requirements set forth in Paragraph A above, Cleaner Specialists will be required to take on additional qualifications, certifications and job tasks in furtherance of the Authority's enhanced stations cleaning initiatives.
- C. In order to improve the productivity and efficiency of cleaning operations, employees assigned to heavy duty and specialty cleaning operations, including but not limited to mobile wash, will report and clear directly from their daily/nightly station assignments.

ADDENDUM B

EMPLOYEE AVAILABILITY

1. The creation of reduced Work Schedules in Buses and Subways Service Delivery areas only, subject to operational requirements.
 - Allows employees with family or other personal commitments to continue employment but at a reduced number of hours per day/week.

2. Amend Waiver and Election. **(NYCT)**
 - Amend Waiver and Election as follows: An employee absent because of disability, which he/she claims to be service-connected and who has accrued sick leave or vacation time will, on request, be granted eight (8) hours pay for each work day absent beginning with the seventh consecutive work day of absence. Such payments which will be made currently as a regular pay check, will be charged against the employee's accrued sick leave or vacation time, and will continue until such accrued time has been exhausted or until the employee returns to work whichever comes first.

In the event that the employee's Workers Compensation claim is not controverted by New York City Transit, or is upheld and an award made to the employee by the Workers' Compensation Board, the amount of payment made pursuant to the above paragraph will be a charge against the award shall be restored to the employee's sick leave or vacation bank.

3. Eliminate paper suspensions. Employees who are disciplined for time and attendance violations will serve the actual suspension time. **(NYCT)**
 - New York City Transit depends upon employees reporting for work in order to make passenger service demands. If employees continually fail to appear for work with no repercussions, availability will continue downward.

4. OTO changes: **(NYCT)**
 - Employees shall not be permitted to accrue or utilize OTO time until such time that there is an aggregate improvement in employee availability of three (3) works days for two consecutive quarters. Should such three (3) day improvement be achieved, current contractual OTO provisions shall resume; however, continuation is predicated on maintaining the three day improvement. Should aggregate availability improvements fall below three (3) days, OTO accruals and usage shall be suspended.

5. Eliminate or revise 70/30 Program (2002-2005 MOU, Attachment "C") and replace with an alternate program based on individual measurements vs. group measurements. **(NYCT)**

6. Eliminate the restriction on disciplining an employee for remaining on the sick leave control list. Revise sick leave control so that documented absences can also be considered. **(NYCT)**

7. Revise sick leave accrual methods. **(NYCT)**
 - Currently, employees receive all sick leave allotment of 12 days each May 1st. Consider a monthly accrual instead.
8. Employees will be required to notify management of unscheduled absences at least two (2) hours before such employees' scheduled tour of duty.
9. Explore new incentive programs to encourage employees to come to work such as Gainsharing.
10. Where it does not currently exist, employees that are out on extended absence of any kind for 30 days or more, including but not limited to disability, workers' compensation or leave of absence, who do not return to service at the time assignments are picked, will not be eligible to pick. Employees ineligible to pick, upon returning to service, shall be assigned work within their classification.