

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is made by and between the TRANSPORT WORKERS UNION, AFL-CIO, Local 100, Staff Analyst and Transit Management Analyst Unit, Computer and Telecommunications Unit, and Career & Salary Unit (hereinafter "LOCAL 100" or the "UNION") and the MANHATTAN AND BRONX SURFACE 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 October 1, 2023 to November 30, 2026.

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:
October 1, 2023	3.00%
October 1, 2024	3.00%
October 1, 2025	3.25%

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

3. ESSENTIAL WORKER BONUS:

Within sixty (60) days of the date of full and final ratification of this Agreement, each employee who is in active service with the MTA on the date of full and final ratification will receive an Essential Worker Bonus of \$3,000.⁴

4. SUPPLEMENTAL ESSENTIAL WORKER BONUS

Each employee who is in active service with the MTA on March 15, 2025 will receive a Supplemental Essential Worker Bonus of \$1,000. This Supplemental Essential Worker Bonus will be paid within thirty (30) days from the March 15, 2025 eligibility date.

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, with member's option to roll all or part into Deferred Compensation.

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

⁴ In the event an employee previously received the \$3,000 bonus while represented by another bargaining unit in this round of bargaining, he/she will not be eligible for a second bonus under this Agreement.

5. MATERNITY/PATERNITY LEAVE IMPROVEMENTS

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

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

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

6. EMPLOYEES ON-CALL

Employees designated to be on-call while off-duty will be allowed a minimum of three (3) hours of pay per day at the regular rate of pay for each day of being on-call, regardless of whether or not the employee is called or performs actual work. Time actually worked if called shall be paid in accordance with the overtime provisions of the CBA. Time actually worked if called shall be inclusive of on-call pay; however, if an employee's work time results in less than three (3) hours of total pay, the employee will be boosted to the minimum of three (3) hours pay for being on call. Regular employees so called who are unable, because of being called, to cover their regular assignment will be paid not less than they would have received if they had worked their regular assignment.

7. TELEWORK

Employees of the Union shall be eligible for telework in accordance with the terms set forth in Policy Number 11-078 (MTA Teleworking Policy and Program). In accordance with Section VII, Paragraph B of the policy, the MTA maintains the right to modify or rescind this Policy Directive at its sole discretion.

Employees represented by the Union that are eligible to telework shall participate in the Performance Management Program regardless of whether or not they participate in the Telework Program.

Employees that are assigned to work areas that are determined not to be eligible for telework by department management based on their job functions will not be required to participate in the Performance Management Program.

Any discipline regarding performance related issues will continue to be processed through the contractual disciplinary procedure.

8. SICK LEAVE CONTROL LIST

Paragraph I(b) of the March 16, 1989 Memorandum governing attendance control, which was incorporated into the parties collective bargaining agreement, shall be clarified and amended as follows:

An employee having a recent pattern of one or two day absences, with less than one half (1/2) of his/her possible sick leave balance in the bank, will be counseled by his/her supervisor. The employee will be advised and instructed to improve his/her sick leave record. Should such patterned absence continue, the employee will be placed on the "Chronic Sick List."

9. COMPENSATORY TIME

Employees will be given the opportunity to cash-out up to seventy (70) hours of compensatory time once per year. Such cash-out will take place in June or July of each year. For 2024, the timing of the annual cash-out may change based on the date of full and final ratification of this Agreement. In the event the timing of the cash-out changes, management will notify the Union.

10. VACATION BUY-BACK (CAREER & SALARY UNIT)⁵

In the event that it is determined by management to offer a vacation buy-back program to the managerial/non-represented workforce, such program will also be extended to members of the Union under the same terms and conditions applicable to the managerial/non-represented workforce.

11. ORIENTATION

The Authority will designate space at 2 Broadway, aside from the Union office in the arbitration space, for the purposes of meeting with new and current members. Such space shall be available at least two (2) days per week.

12. PROBATION

If a probationary employee is given a formal check-in by his/her Department during their probationary year, the employee will be given the opportunity to have a Union representative present.

13. 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.

⁵ The Staff Analyst and Transit Management Analyst Unit and the Computer and Telecommunications Unit are already eligible to participate in the Vacation Buy-Back program.

14. CONTINUATION OF TERMS

Except as otherwise expressly 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 May, 2024.

New York, New York


For MaBSTOA:

Richard Davey, President


Anita L. Miller
Chief Employee & Labor Relations Officer

David Franceschini
Deputy Chief, Collective Bargaining

For: TWU Local 100:



Richard Davis, President



Thomas Lenane
Director of Maintenance