

TRANSPORT WORKERS UNION LOCAL 100
AND
METROPOLITAN TRANSPORTATION AUTHORITY
(New York City Transit Authority
Manhattan and Bronx Surface Transit Operating Authority
MTA Bus Company)¹

TERM: May 16, 2023 – May 15, 2026

<u>WAGES:</u>	Effective Date of Increase	Amount of Increase ²
	May 16, 2023 ³	3%
	May 16, 2024	3%
	May 16, 2025	3.5%

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.

SUPPLEMENTAL ESSENTIAL WORKER BONUS:

Each employee who is in active service with the MTA on October 31, 2024 will receive a Supplemental Essential Worker Bonus of \$1,000. This Supplemental Essential Worker Bonus will be paid within thirty (30) days from the October 31, 2024 eligibility date.

DENTAL & OPTICAL:

The MTA will increase the contribution to the Dental & Optical Fund by \$4.00 per member per month.

¹ Unless otherwise specified, all provisions apply to TA, OA and MTA Bus

² Increase in Overtime Caps by 150% of wage increases.

³ Full retroactivity from May 16, 2023, with member's option to roll all or part into Deferred Compensation. Maintainer Bonus/Shifter Pay/Articulated Bus Differential/Dental & Vision Contributions shall be effective upon full and final ratification.

MAINTAINER BONUS: The Maintainer Bonus will increase to \$1,000 per year.

ARTICULATED BUS DIFFERENTIAL:

The Articulated Bus Differential will increase by \$2.00.

SHIFTER DIFFERENTIAL (TA/OA): Shifter differential will increase by \$1.00.

MTA BUS RETIREE PASSES (MTA Bus):

All MTA Bus Retirees who retired from active service with MTA Bus will be entitled to Retiree Transportation Passes on all MTA Bus buses.

COVID FAMILIES:

For the term of this Agreement, the MTA will extend COVID Family Medical Coverage to the families of deceased Transit Workers on the same terms as were provided pursuant to the recently expired Covid Family Medical Coverage Agreement.

EMPLOYEE RECOGNITION PROGRAM:

The Union and the Employers agree that the Employers will implement a new Employee Recognition Program to reward employees who have performed exceptionally in their service to the Company.

RECRUITMENT AND RETENTION:

The parties will create and jointly administer a Recruitment and Retention Committee to evaluate hard to recruit titles and changing qualifications and skillsets due to the introduction of new technology. The goal of the committee is to make recommendations in these areas with the purpose of aiding the recruitment and retention of employees and developing the skillsets of internal employees to improve the chance of promotion to higher level titles. Initial recommendations by the committee shall be made within six months of full and final ratification of this Agreement. While the MTA commits to devoting resources to accomplish the recommendations of the Recruitment and Retention Committee, the Committee's recommendations will be evaluated based on operational efficiency, overall cost impact, and the feasibility of implementation under Civil Service guidelines.

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.

The above benefits shall be available at no cost to members and are in lieu of and satisfy the parties' prior agreement regarding NYS Paid Family Leave.

REASONABLE ACCOMMODATIONS:

The parties will continue their efforts to discuss potential set-aside work opportunities for pregnant women and those whose physical limitations preclude full duty.

ACTIVE EMPLOYEE AND PRE-MEDICARE RETIREE MEDICAL PLAN IMPROVEMENT:

The Medical Plan for active employees and pre-Medicare retirees will include Autism Spectrum Disorder coverage.

No change in Active Member medical contribution.

TWU ENHANCED RETIREE MEDICAL COVERAGE:

Commencing with open enrollment for the plan year beginning January 1, 2024, Medicare eligible Retirees will be entitled to enroll in either of two TWU Enhanced Retiree Benefits Coverage. The Plan of Benefits for both Coverage options is attached as Attachment "A" to this Agreement and is incorporated herein. The parties agree that the Plan(s) of Benefits will not be a diminishment of benefits for Medicare eligible retirees.

FACILITIES & QUALITY OF LIFE IMPROVEMENTS PILOT PROGRAM:

On a pilot basis, the Parties will jointly select five (5) employee work locations from throughout the system to undergo rehabilitation and improvement. It is understood and agreed that the Parties will work jointly with TA/OA/MTA Bus management to identify particular locations and specific work that needs to be performed at each location. These locations will be identified on or before October 31, 2023. The MTA will make legally compliant lactation facilities available at these identified locations, and the MTA and the Union will continue to discuss and identify additional appropriate locations for lactation facilities. To the extent possible, the MTA will utilize in-house forces to perform the work.

A number of issues were raised during various bargaining sessions regarding the quality of uniforms. A representative of the company and a representative of the Union will meet within thirty days of full and final ratification to continue the work of the Uniform Committee to address issues related the uniforms.

UNION MEMBER COMMUNICATIONS:

The MTA will provide the Union with reasonable access and permission to install Union purchased television monitors with WiFi or internet access at all places where Union bulletin boards are currently located, or at other appropriate locations, to assist in Union to Member Communications consistent with existing policy.

EXPANDED BEREAVEMENT LEAVE:

Expand bereavement leave eligible relationships to include Grandchildren, Grandparents and Stepchildren where not already included.

OTHER PROVISIONS:

For the duration of this Agreement, in the event any of the Employers or the LIRR/Metro North reach an Agreement (or through Binding Arbitration) providing for general wage increases greater than those provided herein to another bargaining unit, this Agreement shall reopen.

AVAILABILITY/GAINSHARE:

For the term of this Agreement, the parties commit to achieving an average employee availability improvement of five (5) days. Current availability is 196 days. Once the availability reaches 201 days, the parties will implement gainsharing of any additional improvement (agreed to by the parties as a 50%/50% basis), which may include an enhanced Sick Leave Cash Out for those whose good attendance is to be rewarded. Within sixty (60) days of full and final ratification of this Agreement, the parties will convene to discuss gainsharing options that can be implemented once the employee availability goal is reached.

DEPARTMENTAL AGREEMENTS:

Attached to this Memorandum are the various Departmental Agreements.

DATED: May 30, 2023
New York, New York

For the Transport Workers Union



Richard Davis

For the Metropolitan
Transportation Authority/New
York City Transit



Richard Davey



Anita Miller

TWU Enhanced Retiree Benefits Coverage

Benefits	Aetna Option 1*	Aetna Option 2*
Deductible	None	None
Out-of-pocket maximum	\$0	\$1,000
Preventive Services	Covered 100%	Covered 100%
Primary Care Physician/Specialist	Covered 100%	\$0 PCP copay \$5 Specialist copay
Routine Eye and Hearing Exam	Covered 100%	Covered 100%
Diagnostic lab & x-ray Outpatient surgery	Covered 100%	Covered 100%
Inpatient hospital	Covered 100%	Covered 100%
Emergency room	Covered 100%	You pay, \$50 copay
Urgent care provider	Covered 100%	You pay, \$50 copay
Ambulance	Covered 100%	You pay, \$50 copay
Vision Benefit – Lens and Frames	\$70 Reimbursement every 24 Months	\$70 Reimbursement every 24 Months
Hearing Aide Reimbursement	\$500 every 36 months	\$500 every 36 months
SilverSneakers Fitness Membership	You pay \$0	You pay \$0
Teledoc	24/7 Urgent Care	24/7 Urgent Care
Healthy Rewards	Up to \$200 in gift cards for healthy activities	Up to \$200 in gift cards for healthy activities
Transportation	24 Rides up to 60 miles for medical appointments	24 Rides up to 60 miles for medical appointments
Meal Delivery	14 Meals following hospital or skilled nursing stay	14 Meals following hospital or skilled nursing stay
Over the Counter Benefit	Annual \$120 benefit used in \$30 increments each quarter for health-related items, including: wound care, vitamins and much more	Annual \$120 benefit used in \$30 increments each quarter for health-related items, including: wound care, vitamins and much more
Prescription Drug: Retail: Generic; Formulary Brand; Non-Formulary Brand	\$0; \$2.50; 25% (\$95 Max)	\$5; \$10; \$45
Mail Order: Generic; Formulary Brand; Non-Formulary Brand	\$0; \$3.75; 25% (\$285 Max)	\$7.50; \$15; \$67.50
Annual Part B reimbursement (2024)	\$500 for retiree & spouse each**	Full Standard Part B premium reimbursement for retiree & spouse each

* Medical Benefits Provider is subject to change pursuant to the procurement RFP process.

** Reimbursement amount indexed to increase by the same percentage as full standard Medicare Part B premium rate increases

DEPARTMENT OF BUSES TRANSPORTATION

New York City Transit /

Manhattan and Bronx Surface Transit Operating Authority /

MTA Bus Company

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. Probationary period extension practices shall be unified as follows: The probationary period may be extended up to six (6) months. Such extension will be on three (3) month increments.

This agreement shall not be offered into evidence during any interest arbitration procedures on the contract to be effective May 16, 2023.

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

Dated: New York, New York
May 30, 2023

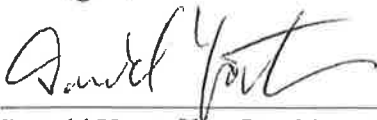
For Transport Workers Union, Local 100



Richard Davis, President, TWU, Local 100



JP Patafio, Vice President, TA Surface



Donald Yates, Vice President, MaBSTOA

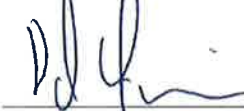


Peter Rosconi, Vice President, MTA Bus Company

For: New York City Transit Authority



Richard Davey, President, NYCT



David Franceschini, Deputy Chief
Collective Bargaining



Aliaa Abdelrahman, Deputy Chief
NYCT Labor Relations

DEPARTMENT OF BUSES TRANSPORTATION

New York City Transit /

Manhattan and Bronx Surface Transit Operating Authority /

MTA Bus Company

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Dated: New York, New York
May 30, 2023

For Transport Workers Union, Local 100


Richard Davis, President, TWU, Local 100


JP Patafio, Vice President, TA Surface



Donald Yates, Vice President, MaBSTOA


Peter Rosconi, Vice President, MTA Bus Company

For: New York City Transit Authority


Richard Davey, President, NYCT


David Franceschini, Deputy Chief
Collective Bargaining


Aliaa Abdelrahman, Deputy Chief
NYCT Labor Relations

REVENUE CONTROL

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. Section 4.3 Revenue Collecting Agents, Paragraph Q - Driver Differential, shall be amended as follows: Employees picking Driver jobs shall be paid \$1.50 differential for each hour actually worked. All other provisions of Section 4.3 Paragraph Q shall remain in effect.

2. Effective upon full and final ratification, for 2023, and thereafter payable each April 1st, all Cleaners who have completed one (1) year of service in title and work in Revenue Control facilities will receive a one hundred dollar (\$100) uniform cleaning allowance per year. All existing terms and conditions regarding uniform cleaning allowance shall continue in effect.

This agreement shall not be offered into evidence during any interest arbitration procedures on the contract to be effective May 16, 2023.

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Dated: New York, New York
 May 30, 2023

For Transport Workers Union, Local 100



Richard Davis, President, TWU, Local 100


Robert Kelley, Vice President

For: New York City Transit Authority


Richard Davey, President, NYCT


David Franceschini, Deputy Chief
Collective Bargaining


Aliaa Abdelrahman
Deputy Chief, NYCT Labor Relations

SUPPLY LOGISTICS

Materials Management & Distribution

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 parties have agreed to continue their discussions on evaluating promotional opportunities for titles assigned to Supply Logistics.


This agreement shall not be offered into evidence during any interest arbitration procedures on the contract to be effective May 16, 2023.

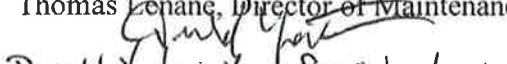
This Divisional package is subject to an entire agreement on a successor agreement for the Transport Workers Union, Local 100.

Dated: New York, New York
May 30, 2023

For Transport Workers Union, Local 100


Richard Davis, President, TWU, Local 100

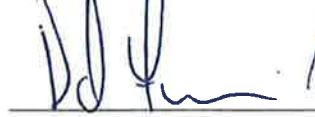

Thomas Lenane, Director of Maintenance


Donald Yates Vice President, MABSTDA


Robert Kelley, Vice President

For: New York City Transit Authority


Richard Davey, President, NYCT


David Franceschini, Deputy Chief
Collective Bargaining


Aliaa Abdelrahman, Deputy Chief
NYCT Labor Relations

DEPARTMENT OF SUBWAYS

MAINTENANCE OF WAY – THIRD RAIL 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.

1. Employees may elect to cash in up to two weeks of vacation at the end of the leave year in accordance with the procedures established by the division. Such vacation cash in shall be non-pensionable.

This agreement shall not be offered into evidence during any interest arbitration procedures on the contract to be effective May 16, 2023.

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

Dated: New York, New York
May 30, 2023

For Transport Workers Union, Local 100



Richard Davis, President, TWU, Local 100



Richard Rocco, Vice President

Stephen Higgins, Division Chairman

For: New York City Transit Authority



Richard Davey, President, NYCT



David Franceschini, Deputy Chief
Collective Bargaining



Aliaa Abdelrahman
Deputy Chief, NYCT Labor Relations

DEPARTMENT OF SUBWAYS

MAINTENANCE OF WAY – Track

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. Employees may elect to cash in up to two weeks of vacation at the end of the leave year in accordance with the procedures established by the division. Such vacation cash in shall be non-pensionable.

This agreement shall not be offered into evidence during any interest arbitration procedures on the contract to be effective May 16, 2023.

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

Dated: New York, New York
May 30, 2023

For Transport Workers Union, Local 100



Richard Davis, President, TWU, Local 100



Richard Rocco, Vice President

Carlos Albert, Division Chairman

For: New York City Transit Authority



Richard Davey, President, NYCT



David Franceschini, Deputy Chief
Collective Bargaining



Aliaa Abdelrahman
Deputy Chief, NYCT Labor Relations

DEPARTMENT OF SUBWAYS
MAINTENANCE OF WAY - POWER 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.


1. Employees may elect to cash in up to two weeks of vacation at the end of the leave year in accordance with the procedures established by the division. Such vacation cash in shall be non-pensionable.

This agreement shall not be offered into evidence during any interest arbitration procedures on the contract to be effective May 16, 2023.

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

Dated: New York, New York
May 30, 2023


For Transport Workers Union, Local 100



Richard Davis, President, TWU, Local 100



Richard Rocco, Vice President

Stephen Higgins, Division Chairman

For: New York City Transit Authority


Richard Davey, President, NYCT


David Franceschini, Deputy Chief
Collective Bargaining


Aliaa Abdelrahman
Deputy Chief, NYCT Labor Relations

DEPARTMENT OF SUBWAYS

MAINTENANCE OF WAY – Line Equipment/Signals

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. Employees may elect to cash in up to two weeks of vacation at the end of the leave year in accordance with the procedures established by the division. Such vacation cash in shall be non-pensionable.

This agreement shall not be offered into evidence during any interest arbitration procedures on the contract to be effective May 16, 2023.

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

Dated: New York, New York
May 30, 2023

For Transport Workers Union, Local 100



Richard Davis, President, TWU, Local 100



Richard Rocco, Vice President



Christopher Canty, Division Chairman

For: New York City Transit Authority



Richard Daway, President, NYCT



David Franceschini, Deputy Chief
Collective Bargaining



Aliaa Abdelrahman
Deputy Chief, NYCT Labor Relations

DEPARTMENT OF SUBWAYS

MAINTENANCE OF WAY – INFRASTRUCTURE

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. Employees may elect to cash in up to two weeks of vacation at the end of the leave year in accordance with the procedures established by the division. Such vacation cash in shall be non-pensionable.
2. The 2017 – 2019 Memorandum of Understanding regarding lead abatement shall be clarified to provide that all Painters and Ironworkers who are 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, regardless of which Division they are reporting to.

This agreement shall not be offered into evidence during any interest arbitration procedures on the contract to be effective May 16, 2023.

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

Dated: New York, New York
May 30, 2023


For Transport Workers Union, Local 100



Richard Davis, President, TWU, Local 100



Richard Rocco, Vice President


Kenneth Bachoo, Division Chairman

For: New York City Transit Authority


Richard Davey, President, NYCT


David Franceschini, Deputy Chief
Collective Bargaining


Aliaa Abdelrahman
Deputy Chief, NYCT Labor Relations

DEPARTMENT OF SUBWAYS
STATIONS 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.

General

1. 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 have not returned to active service at the time assignments are picked, will be eligible to pick a job. Jobs picked by such employees shall be "redlined" and may subsequently be picked by employees with less seniority. In the event the employee out on extended absence returns to work during the course of the pick, he/she will be eligible to return to his/her picked job, and the junior employee who picked the "redlined" job will be reassigned to the extra list, or at Management's discretion, may pick an open job. Employees in a "restricted" work status must pick within their restrictions.
2. The Authority agrees to provide a one-time issuance for an additional pair of boots in 2024.

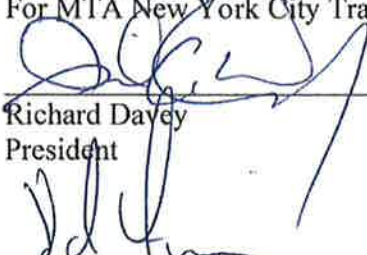
Station Cleaners

1. Section 3.8 (Q) shall be amended as follows: Employees who work refuse truck driver jobs shall be entitled to a driver differential of \$1.50 per hour, which shall be paid for all hours actually worked, including vacation.

This agreement may not be entered into evidence during any interest arbitration procedures on the contract to be effective May 16, 2023.

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


Dated May 30, 2023
For MTA New York City Transit:


Richard Davey
President


David Franceschini
Deputy Chief, Collective Bargaining


Aliaa Abdelrahman
Deputy Chief, NYCT Labor Relations

For Transport Workers Union, Local 100: .


Richard Davis
President


Robert Kelley
Vice President, Stations Division


Derrick Echevarria, Division Chairman

DEPARTMENT OF SUBWAYS

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. House/Plant Maintenance, Crane Operation, and Crane Repair shall be pre-bid jobs and shall be subject to a two (2) year lock-in. Selection shall be based on an interview and the evaluation of the employee's resume and practical testing of requirements. Where two or more candidates have the same technical qualifications and performance in the interview, seniority will prevail. Selected candidates will be subject to a six (6) month trial period. Those found unsatisfactory will be subject to reassignment.

Employees assigned to the pre-bid positions set forth herein shall receive a differential of \$2.00 per hour, which shall be paid while on scheduled vacation but shall not be paid while on other paid leave.

Employees assigned to the pre-bid positions are responsible for maintaining all technical skills, certifications, licenses and qualifications for the position. Employees shall also cover any location within an RC, and employees may be required to direct report to a work location, based on the needs of the operations. When deemed necessary, and on a case-by-case basis, employees may also be assigned to other neighboring geographic locations.

2. The Union agrees to the expansion of Helper duties, provided no Helper will work alone on skilled mechanical jobs. Management and the Union shall continue discussions to identify Helper assisted job functions for Car Maintainer B.
3. The parties will identify five (5) restricted duty positions. Employees will be assigned to a restricted duty position for a maximum of sixty (60) days.
4. In the event Car Inspector Team(s) in the inspection shop(s) are dropped, the dropped team(s) will be allowed to backfill the open inspection jobs prior to "Backfill" Car Inspectors. The "Car Inspector Backfill" provisions from Paragraph 1 of the January 16, 2017 Agreement will continue in effect once the dropped team(s) backfill is completed.
5. The parties agree to continue discussions regarding positions that require technical skills ability to troubleshoot/maintain/repair CBTC and new technology on cars.

This agreement shall not be offered into evidence during any interest arbitration procedures on the contract to be effective May 16, 2023.

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

Dated: New York, New York
May 30, 2023

For Transport Workers Union, Local 100



Richard Davis, President, TWU, Local 100



5-31-2023

Shirley Martin, Vice President

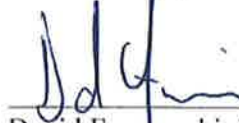


Matt Ahern, Division Chairman

For: New York City Transit Authority



Richard Davey, President, NYCT



David Franceschini, Deputy Chief
Collective Bargaining



Aliaa Abdelrahman
Deputy Chief, NYCT Labor Relations

DEPARTMENT OF SUBWAYS
RAPID TRANSIT OPERATIONS

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. Management shall set aside six (6) additional Dedicated Announcer positions in the Rail Control Center (RCC) for Train Operators and Conductors who have been classified as restricted duty. The terms of the November 5, 2020 Stipulation shall continue to apply. However, Conductors who have been classified as restricted duty and can perform Platform work shall not be eligible for the Dedicated Announcer positions in the RCC.
2. Train Operators and Conductors shall be eligible to work overtime in a Division other than their picked Division, including A, B and C, provided they qualify. The parties will continue their discussions regarding the guidelines for canvassing employees to work overtime in another Division.
3. Tower Operators shall be eligible to bid on open jobs in another Division for which they are qualified.
4. The Union and Management shall continue discussions regarding the feasibility of conducting virtual Step I and Step II hearings. The parties shall meet within 90 days of full and final ratification to discuss, review, and assess under which situations virtual hearings may be feasible.
5. 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 have not returned to active service at the time assignments are picked, will be eligible to pick a job. Jobs picked by such employees shall be "redlined" and may subsequently be picked by employees with less seniority. In the event the employee out on extended absence returns to work during the course of the pick, he/she will be eligible to return to his/her picked job, and the junior employee who picked the "redlined" job will be reassigned to the extra list, or at Management's discretion, may pick an open job. Employees in a "restricted" work status must pick within their restrictions.

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

Dated: New York, New York
May 30, 2023

For Transport Workers Union, Local 100



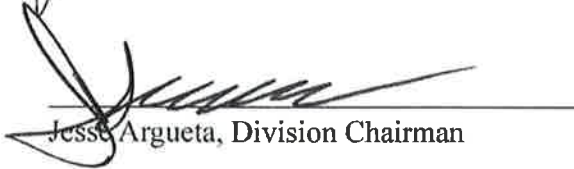
Richard Davis, President, TWU, Local 100



Canella Gomez, Vice President



Jonluke Rodriguez, Division Chairman



Jesse Argueta, Division Chairman

For: New York City Transit Authority



Richard Davey, President, NYCT



David Franceschini, Deputy Chief
Collective Bargaining



Aliaa Abdelrahman
Deputy Chief, NYCT Labor Relations