

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is made by and between the TRANSPORT WORKERS UNION, AFL-CIO, Local 100, Computer and Telecommunications titles 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 January 16, 2017 to July 13, 2019.

2. GENERAL WAGE INCREASES:

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

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

The minimum and maximum wages for each title in the unit shall continue at the level currently in effect plus 2.50% effective January 16, 2017 and 2.50% on February 16, 2018.

3. LUMP SUM PAYMENT:

Effective March 15, 2019, each active employee covered by this Agreement with no less than one (1) year of service shall receive a one-time, non-recurring, pensionable, lump sum payment of \$500.

4. LONGEVITY:

A. Effective January 1, 2018, MaBSTOA will make longevity payments, payable in one lump sum on the last payroll period in November, according to the following schedule:

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.

1. An employee with thirty (30) or more years of continuous service shall receive the annual equivalent amount of seven hundred and fifty dollars (\$750.00) computed on a biweekly basis.
 2. An employee with twenty five (25) but less than thirty (30) years of continuous service shall receive the annual equivalent amount of six hundred and fifty dollars (\$650.00) computed on a biweekly basis.
 3. An employee with twenty (20) but less than twenty five (25) years of continuous service shall receive the annual equivalent amount of five hundred and fifty dollars (\$550.00) computed on a biweekly basis.
 4. An employee with fifteen (15) but less than twenty (20) years of continuous service shall receive the annual equivalent amount of four hundred and fifty dollars (\$450.00) computed on a biweekly basis.
- B. An employee who resigns, dies, retires or is promoted to a title that does not receive longevity payments before the payment for longevity is made will be paid a prorated share of the longevity payment.

5. OVERTIME

Effective upon full and final ratification the following overtime provisions shall apply to all per annum employees of MaBSTOA, except for employees in the titles of Scientist and Computer Systems Manager:

- A. At all times throughout the year all necessary operations must be adequately manned. In cases where it is not possible, because of the needs of the service, to release an employee, such employee shall be required to work overtime.
- B. Ordered involuntary overtime authorized by the Head of a Department or his/her designated representative, which results in an employee working in excess of forty (40) hours in any calendar week (Saturday through Friday) shall be compensated in cash at time and one-half (1 ½).

For those employees whose normal work week is less than forty (40) hours, any such ordered involuntary overtime worked between the maximum of that work week and forty (40) hours in any calendar week, shall be compensated at cash in straight time (one (1) time). For employees granted a shortened work day, compensatory time shall be granted for work performed between thirty (30) and thirty-five (35) hours a week, but such work shall not be considered overtime.

- C. No credit shall be recorded for unauthorized overtime. Credit for all authorized overtime over thirty-five (35) hours shall accrue after one (1) hour in units of one-quarter hour. Employees who work more than thirty-five and one-half (35 ½) authorized hours but less than thirty-six (36) hours shall be credited with one-half

(1/2) hour compensatory time off. Cash payment shall not be applicable until thirty-six (36) authorized hours are worked, but when applicable shall be paid for all hours in excess of thirty-five (35).

- D. Time for which an employee is in full pay status shall be counted in computing the number of hours worked during the week. If an employee works on a legal holiday, all hours of such work shall be considered overtime, except where such holiday is part of a tour of duty on a regular weekly schedule.
- E. The hourly rate of pay shall be computed as presently programmed by the Office of the Controller, Timekeeping Division. For years which are not leap years, the formula is:

$$\frac{\text{Annual Salary} \times 14}{365 \times 10 \times 7}$$

For leap years the formula is:

$$\frac{\text{Annual Salary} \times 14}{366 \times 10 \times 7}$$

Payment shall be computed and paid on a basis of quarter-hour units actually worked beyond thirty-five (35) hours, provided at least one (1) full hour is compensable in a calendar week. "Annual salary" shall include longevity differential, if any.

- F. These overtime provisions shall apply to all employees working more than half-time whose annual gross salary, including overtime, is not in excess of the following overtime cap provisions:
1. The annual overtime cap for represented employees shall be set at 16% above the employee's annual rate of pay. It will be calculated on a rolling fifty-two (52) week period updated every two weeks and will include all pay code events except for compensatory time.
- It is understood that an employee must have prior approval from his/her manager before any overtime hours can be worked.
2. Under special circumstances, and with the approval of the Department Head and the Office of Labor Relations, an employee may be permitted to earn up to 25% above his/her annual rate of pay.
 3. Except for the adjustments specified in paragraph 2 above, no other adjustments to the overtime cap will be permitted unless approved by the President of New York City Transit.

These limitations respecting amounts set forth above shall apply to overtime worked between thirty (30) and forty (40) hours. Any overtime worked in excess of forty (40) hours shall be compensated in cash at the rate of time and one-half, if required by applicable law.

- G. Employees shall not be required to suspend work during regularly scheduled tours of duty to absorb overtime.
- H. Except in emergency situations, when authorized and ordered by a Department Head, or his/her designated representative, no employee shall be required to actually work more than two (2) consecutive normal work shifts.
- I. The maximum number of compensatory time hours that can be banked by an employee is 200. Once the bank maximum has been reached all overtime will be paid in cash subject to the earnings cap under paragraph (F) above.

Compensatory time off for overtime worked as authorized in this section shall be scheduled at the discretion of the Department Head.

- J. Employees shall have the discretion to get paid in cash or compensatory time subject to the conditions noted above. In emergency situations, MaBSTOA shall have the right, after negotiation with the Union, to apply a variation of these overtime regulations.

6. COMMUTATION PASS

No later than ninety (90) days after execution of this Agreement, employees will be entitled to either the Metro North Railroad or the Long Island Rail Road pass for commutation. In addition, employees will be entitled to use their EPIC Pass on SIRTOA. All existing rules and regulations applicable to commutation passes shall apply. The MTA reserves the exclusive right to revoke the use of such pass, if abuse is established.

7. WORKERS COMPENSATION:

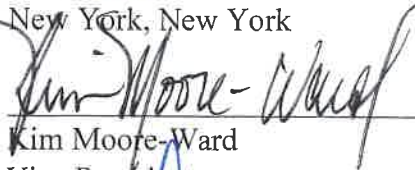
The Union and MaBSTOA agree to avail themselves of the provision in the NYS Workers Compensation law which allows for WC medical visits to be provided by State certified Preferred Provider Organizations within State certified insurance carriers. The parties recognize that this transition will require Joint Labor-Management review to assure necessary geographic coverage, choice of providers and quality care. As such, the parties agree that the conversions to the PPO network will be effectuated no later than December 31, 2017.

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 21st day of July, 2017.

July 21, 2017

New York, New York



Kim Moore-Ward

Vice President

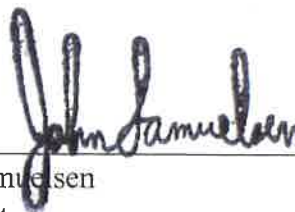
Office of Labor Relations



David Franceschini

Senior Director

Office of Labor Relations



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Transport Workers Union, Local 100



Thomas Lenene

Director of Maintenance

Transport Workers Union, Local 100