

COLLECTIVE BARGAINING AGREEMENT

—BETWEEN—

**MANHATTAN AND BRONX SURFACE TRANSIT
OPERATING AUTHORITY**

—AND THE—

**TRANSPORT WORKERS UNION OF GREATER
NEW YORK, LOCAL 100, AFL-CIO**

**STAFF ANALYST & TRANSIT MANAGEMENT
ANALYST UNIT**

Effective

March 15, 2018 to July 13, 2019

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AGREEMENT made the 15th day of March, 2018 by and effective the 15th day of March, 2018 by and between Manhattan and Bronx Surface Transit Authority (“MaBSTOA”) (hereinafter designated as the “Authority” or “Employer”), and TRANSPORT WORKERS UNION OF GREATER NEW YORK, LOCAL 100, AFL-CIO, Staff Analyst and Transit Management Analyst Unit (hereinafter designated as “Local 100” or the “Union”).

WITNESSETH:

WHEREAS, effective August 31, 2017, the New York State Public Employment Relations Board (“PERB”) has certified the Union as the exclusive bargaining representative of certain employees of the Authority in the Staff Analyst and Transit Management Analyst title series; and

WHEREAS, the parties are entering into this Agreement in order to establish an initial agreement concerning the hours, rates of pay, working conditions and other conditions of employment of such employees,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Section 1. Bargaining Unit. The Union shall have the right to represent those employees of MaBSTOA in the titles indicated in the Certification of PERB (Exhibit A), as limited by the Stipulation of Agreement, annexed as Exhibit B.

As used herein, the term “employee” shall mean each employee represented by the Union in the bargaining unit described above.

Section 2. Deduction of Dues. During the period of this Agreement, the Authority will deduct biweekly from the pay of employees the regular union dues or agency fees (see Section 4) payable by such employees, as from time to time certified by the Union. The amounts so deducted

shall be transmitted by the Authority to the Union monthly. The Union shall pay to the Authority the actual monthly cost of making such deductions, which shall not exceed five (\$.05) cents per month per employee. The Union shall furnish the Authority with authorization, signed by the employees, consenting to the deduction of the aforesaid dues from their wages. Such authorizations shall be on a form agreed to by the parties.

Section 3. Deduction of Committee on Political Education Contributions. The Authority will deduct biweekly contributions to be paid to the Union's Committee on Political Education from the pay of each employee who authorizes such deduction in writing (on forms approved by the Authority). The amounts so deducted shall be transmitted to the Union monthly, separate from the union dues deducted pursuant to Section 2 of this Agreement. The Authority shall be entitled to receive such authorization at least ten (10) days prior to the first payroll upon which it is to become effective. New authorizations may not be submitted as a group more than monthly.

Section 4. Agency Shop.

(a) For the purpose of this Section, "member of the Union" shall mean each employee who has executed and delivered to the Authority a union dues deduction authorization in a form agreed to by the parties, and "join the Union" shall mean the execution and delivery to the Authority of such an authorization.

(b) On each payroll date during the term of this Agreement on which union membership dues are withheld by it, the Authority shall deduct an agency shop fee from the pay of each employee who has not joined the Union, in the same manner and in the same amount as union dues are then being deducted by the Authority from the wages of each member of the Union,

and shall transmit the same to the Union. Automatic agency shop fee payroll deductions shall begin the first day of employment.

(e) The Union shall, at all times during which the Authority is making such deductions, maintain a procedure providing for the refund to any such employee demanding the return of any part of an agency shop fee deduction which represents the employee's pro rata share of expenditures by the organization in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment. The Union hereby certifies that it has established and there now exists such a procedure.

(d) The Union shall assume the defense of, and hold the Authority harmless from and indemnify it against any loss, cost or expense resulting from any claim, by whomever made, arising out of the use of agency shop fee deductions transmitted to it by the Authority in accordance with this Agreement, or out of a failure or refusal of the Union to make a refund of all or any part of any such deduction, or out of a failure of the Union to comply with the provisions of subsection (c) of this section.

(e) Disputes relating to agency shop fee deductions or to their use shall not be arbitrable, nor shall they be subject to any grievance procedure provided for in any labor agreement between the Authority and the Union, except those in which the Union claims that the Authority has failed or refused to make such deductions and to transmit the same to the Union as herein provided or the Authority claims that the Union has failed or refused to comply with the provisions of subsection (d) above.

(f) The parties agree that to pay the costs incurred with respect to making agency shop fee deductions and transmitting such fees to the Union, the Authority shall have the right to retain a check-off fee at the same rate, if any, as is provided for the check-off of union dues.

Section 5. Management Functions.

(a) To the extent that any such rights are not limited by the provisions of this Agreement or any separate agreement relating solely to pension matters, the management of the affairs of the Authority, the direction and control of its property and operations and the hiring, direction, promotion, demotion, discipline, discharge and layoff of its employees are the exclusive function of the Authority.

(b) Except as limited in this Agreement, and without limiting the generality of the provisions of subsection (a) of this section, the Authority shall have the right from time to time: to add, change, or eliminate any schedules of work; and to acquire and dispose of equipment; to determine the number of persons to be employed in any of its operations or departments at any given time and when and where they shall be employed. Notwithstanding the foregoing, the Authority will consult with the Union and bargain over impact prior to the taking of any action to eliminate a location within the bargaining unit or to reduce the number of persons employed within the unit.

Section 6. Complete Agreement, Past Practices. It is understood and agreed that this written Agreement constitutes the entire Agreement between the parties and that there are no other agreements, oral or written, relating to the terms and conditions of employment of the employees other than the provisions contained herein or attached hereto and made a part hereof. The past practices governing operations in the bargaining unit shall be respected by the parties to the extent not inconsistent with this Agreement.

Section 7. Subcontracting. The Authority agrees that no employee will suffer loss of employment by reason of subcontracting.

ARTICLE II

CONTINUITY OF OPERATIONS, GRIEVANCE PROCEDURE, DISCIPLINARY PROCEDURE, AND EMPLOYEE AND MANAGEMENT RIGHTS

Section 1. Continuity of Operations. During the term of this Agreement neither the Union nor any employee shall approve, engage or participate in any strike, sit-down, slow-down or other concerted stoppage of work upon the properties of the Authority, or directly involving the operations of the Authority, nor shall any employee or employees approve, engage, or participate in any willful abstinence in whole or in part from the full, faithful, and proper performance of such employee or employees' duties with the Authority.

Section 2. Grievance Procedure.

(a) The term "grievance" or "complaint," as used in this Agreement, means any dispute arising out of a disciplinary action, the interpretation or application of the provisions of this Agreement, or any policy instruction or written rule of the Authority.

(b) The parties agree to jointly designate an Impartial Arbitrator to decide contractual disputes and a panel of Disciplinary Arbitrators to hear disciplinary grievances.

(c) The Impartial Arbitrator or Disciplinary Arbitrator shall have the authority to decide all grievances and complaints but he/she shall not have the authority to render any opinion or make any award, (i) which amends, modifies, or changes this Agreement or any of its terms; (ii) limiting or interfering in any way with the statutory powers, duties and responsibilities of the Authority in operating, controlling, and directing the maintenance and operation of its transit facilities; or (iii) limiting or interfering in any way with the Authority's managerial responsibility to run its transit operations safely, efficiently, and economically.

(d) Any grievance or complaint which any employee may have shall be presented by the employee and/or his/her Union Steward to the employee's Manager within thirty (30) days after the grievance arose (except as otherwise provided in subsection 3(c) below). In the event that the matter is not satisfactorily adjusted within five (5) days after the presentation to his/her Manager, the grievance shall be referred, at the request of the employee's Union Steward, within an additional fifteen (15) days, in writing, to the Vice President of Labor Relations or his/her designee(s). The Vice President or his/her designee(s) shall, within fifteen (15) days, hold a hearing on the grievance, with due notice to the Union which shall be present at such hearing, and within five (5) days after such hearing is closed, the Vice President or his designee(s) shall deliver to the Union in writing his/her decision on the disposition of the grievance.

(e) If the Union is not satisfied with the disposition of such grievance by the Vice President or his/her designee(s), the matter shall be submitted within fifteen (15) days of the written decision to the Impartial Arbitrator or the Disciplinary Arbitrator, as appropriate. The request for such arbitration shall be made to the Authority's Vice President of Labor Relations or his/her designee(s).

(f) Contractual Arbitrations shall be scheduled by the Union; Disciplinary Arbitrations shall be scheduled by the Authority, and will be conducted at 2 Broadway in the Arbitration Suite.

(g) The time limitations, as provided herein, shall in every case be exclusive of Saturdays, Sundays and holidays, and the Impartial Arbitrator shall be empowered to excuse a failure to comply with the time limitations for good cause shown.

(h) After both the Union and the Authority have been given an opportunity to be heard and to submit such proof as may be desired, the decision in writing of the Impartial Arbitrator or

Disciplinary Arbitrator shall be binding and conclusive upon the Authority, the Union, and the employee.

Section 3. Discipline.

(a) The right to discharge or discipline employees for cause and to maintain discipline and efficiency of employees is the responsibility of the Authority.

(b) No entry of a warning or reprimand shall be made in the record of any employee until after such employee has been afforded an opportunity to appear and be heard, accompanied by a representative of the Union. No employee may be suspended or discharged until after that employee has exhausted his or her grievance appeal rights, except as otherwise provided in subsection 3(c) below.

(c) Should the Authority wish to suspend an employee pending dismissal, such an action will follow an expedited one step pre-arbitration process. Upon receipt of disciplinary charges, an employee and/or his/her Union Steward may appeal such charges in writing within five (5) days to the Vice President of Labor Relations or his/her designee(s). The Vice President or his/her designee(s) shall, within five (5) days, hold a hearing on the appeal, and within five (5) days of the close of the hearing, shall issue a written decision to the Union. If the Union is not satisfied with the disposition, within five (5) days of receipt of the written decision, it may request that the matter be submitted to the Disciplinary Arbitrator via written request to the Vice President or his/her designee(s). An employee suspended pending discharge shall be returned to the payroll if his/her arbitration hearing is not completed within thirty (30) days, unless the delay is caused by a union adjournment.

(d) Upon mutual agreement of the parties, an employee may choose to work for any period of suspension and pay a fine equal to thirty percent (30%) of his/her regular salary during

the period in question. For purposes of progressive discipline, the only penalty reflected on the employee's record will be the suspension time that was originally accepted or imposed through arbitration.

Section 4. Employee Rights.

(a) The Authority is committed to assuring that the dignity of each employee is respected at all times. Management shall treat employees fairly and reasonably and shall assure that employees are not disciplined without proper cause, and that they are notified as expeditiously as reasonably possible with respect to any alleged violations charged by management.

(b) The above policy shall be enforceable by the Union only in the following manner:

- (i) Should the Union President have reason to believe that any employee has been treated in a manner inconsistent with this policy he/she may submit to the Authority's Vice President for Labor Relations the Union's proof of this allegation. The allegation shall be investigated. Within two (2) weeks, management shall submit to the Union a report stating its findings on the allegation and any proposed action.
- (ii) If the Union is unsatisfied with the report on the proposed findings, it may submit the matter to the Authority's President or designee. He/she shall within thirty (30) days advise the Union President of his decision.

ARTICLE III

PROBATION AND SENIORITY

Section 1. Probation.

(a) New employees of the Authority shall be on probation for one year from the first day of employment.

(b) Employees on probation may be discharged at any time, during or at the conclusion of the probationary period, without cause.

Section 2. Title Seniority. The date of placement on the payroll of the Authority in a title shall determine the title seniority for each employee for so long as he/she remains with the Authority in that title. If two (2) or more employees are hired on the same date in the same department, their title seniority order shall be determined by lot except that any employee transferred from one department to another shall fall behind an employee in that department whose title seniority is based on the same date of placement on the payroll.

Section 3. Departmental Seniority.

(a) Each department shall be a separate departmental seniority unit. The date of placement in a title in each department shall determine the departmental and title seniority of each employee for so long as he remains in that title and in that department.

(b) The parties agree to establish a labor-management committee to address seniority concerns including but not limited to the definition of a department and how to apply such title /departmental seniority to job and vacation selection, the filling of vacancies, and such other matters.

ARTICLE IV

WAGES

Section 1. General Wage Increases.

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

Section 2. 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.

ARTICLE V

EXISTING PROVISIONS

1. The Parties agree that until further agreement is reached, the existing Rules and Regulations of Non-Represented, Non-Managerial, Career and Salary Employees, annexed as Exhibit C, as modified by Kevin Hyland's Memos of March 25, 1999 (Exhibit D) and February 9, 2005 (Exhibit E), shall remain in effect. If those Rules have been modified prior to the date of this Agreement, the benefit in effect shall be the modified benefit.
2. All of the existing benefits and terms reflected in the documents referred to in Paragraphs 1 above, including but not limited to long term care insurance, bus and subway passes, tuition reimbursement, sick leave carryover and cashout, bereavement leave, and jury duty leave shall be maintained at their existing level.

ARTICLE VI

LONGEVITY

1. 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:
 - a. An employee with thirty (30) or more years of continuous service shall receive the annual equivalent amount of five hundred dollars (\$500.00) computed on a biweekly basis.
 - b. An employee with twenty-five (25) but less than thirty (30) years of continuous service shall receive the annual equivalent amount of four hundred dollars (\$400.00) computed on a biweekly basis.
 - c. An employee with twenty (20) but less than twenty-five (25) years of continuous service shall receive the annual equivalent amount of three hundred dollars (\$300.00) computed on a biweekly basis.
 - d. An employee with fifteen (15) but less than twenty (20) years of continuous service shall receive the annual equivalent amount of two hundred dollars (\$200.00) computed on a biweekly basis.

2. Effective January 1, 2019, MaBSTOA will make longevity payments, payable in one lump sum on the last payroll period in November, according to the following schedule:
 - a. 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.

- b. 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.
 - c. 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.
 - d. 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.
3. 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.

ARTICLE VII

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.

ARTICLE VIII

HEALTH AND WELFARE BENEFITS

Section 1. Continuation of Benefits.

(a) Health Benefits. NYSHIP health benefits for employees, their spouses, domestic partners, and eligible children shall remain in effect. Employee contribution rates shall be set at one-half of the Managerial rates.

(b) Dental Benefits. The Authority shall maintain the existing level of dental benefits for employees, their spouses, domestic partners, and eligible children.

(c) Eyeglass Benefits. The Authority shall maintain the existing level of eyeglass benefits for employees, their spouses, domestic partners, and eligible children.

(d) Life Insurance. The Authority shall maintain the existing level of life insurance.

Section 2. Retiree, Survivor, and Vestee Health Benefits. Employees and their survivors shall retain their existing levels of health and welfare benefits as retirees.

ARTICLE IX

PENSION BENEFITS

Employees shall continue to participate in the MABSTOA Pension Plan in accordance with the provisions of the Plan.

ARTICLE X

DEFERRED COMPENSATION PLANS

The parties to this Agreement agree to continue to permit bargaining unit employees to participate in the Authority's current Deferred Compensation Plans, under the terms and conditions of those plans as currently in effect, as they may be amended.

ARTICLE XI

FLEXIBLE SPENDING ACCOUNTS

The Authority will continue to offer an Internal Revenue Code (IRC) Section 125 account to each eligible employee to allow for pre-tax contributions for allowable child care and health expenses on the same terms and conditions as currently in effect, as it may be amended.

ARTICLE XII

OVERTIME

Effective upon full and final ratification, the following overtime provisions shall apply to all per annum employees of MaBSTOA.

- 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-six (36).
- 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:

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

$$365 \times 10 \times 7$$

For leap years the formula is:

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

$$366 \times 10 \times 7$$

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.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 1. Union Leave.

(a) If any member of the Union shall be elected or appointed to any office or position of responsibility within the Union, which requires his/her absence from service of the Authority for varying lengths of time, the Authority will grant leaves of absence, without pay, to such employee for such absences, until such term of office or position of responsibility expires or is terminated. Upon completion of such leaves of absence, the employee must be physically capable of performing the work of his former position at the time of returning to same. It is understood that such leaves of absence may be had only for Union business. An employee on leave of absence for Union business shall be deemed to continue as an employee of the Authority (i) for the purposes of any pension plan of the Authority of which he/she is a member at the time of taking the leave, provided and so long as the employee or the Union shall continue to pay his/her contribution

required in respect to his membership under the plan, and (ii) for the purposes of any welfare benefits hereinafter provided, the employer cost of which shall also be paid for by the Union.

(b) An employee taking leave under (a) shall retain full seniority.

(c) The Union may request the presence of employees for Union business on an *ad hoc* basis, subject to the consent of the Authority, which may not be unreasonably withheld. Such leave shall be noted as Union Leave on the Authority's and attendance records and the Union shall be responsible for payment for the time on leave, unless the employee utilizes vacation time.

Section 2. Rules and Regulations. The Union agrees that employees will observe the Rules and Regulations promulgated from time to time by the Authority. In the event the Authority intends to promulgate any new rules or regulations, it shall mail a copy thereof to the Union fifteen (15) days before posting the same. Such rules may not conflict with provisions of this agreement.

Section 3. Bulletin Board. The Union may use Authority bulletin boards to post notices to its members. Such official Union notices shall be limited to announcements and shall contain nothing political or similarly controversial and in no circumstances, shall reflect upon the Authority or upon any of its officers or employees.

ARTICLE XIV

NOTICES

All notices permitted or required by the terms and conditions of this Agreement to be given in writing either to the Authority or the Union shall be given at the following addresses, to the attention of the following identified persons, until such time as the Authority or the Union, as the case may be, shall, upon not less than thirty (30) days' written notice to the other, designate a new address or a new person to whose attention all notices shall thereafter be directed:

MANHATTAN AND BRONX SURFACE
TRANSIT OPERATING AUTHORITY
2 Broadway
New York, New York 10004
ATTENTION: Vice President for Labor Relations

TRANSPORT WORKERS UNION, LOCAL 100
195 Montague Street
Brooklyn, New York 11201
ATTENTION: President

ARTICLE XV

DURATION OF AGREEMENT

This Agreement shall be effective March 15, 2018 and continue in effect through July 13, 2019.

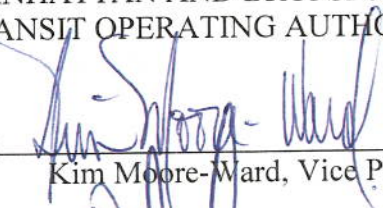
IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

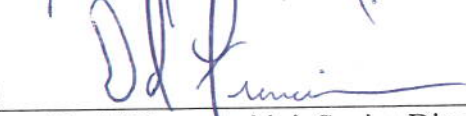
TRANSPORT WORKERS UNION, LOCAL 100, AFL-CIO

By: 
Anthony Utano, President

By: 
Thomas Lenane, MaBSTOA

MANHATTAN AND BRONX SURFACE
TRANSIT OPERATING AUTHORITY

By: 
Kim Moore-Ward, Vice President

By: 
David Franceschini, Senior Director