

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT made by and between NEW YORK CITY TRANSIT AUTHORITY, MANHATTAN AND BRONX SURFACE TRANSIT OPERATING AUTHORITY, MTA HEADQUARTERS and the MTA BUS COMPANY (hereinafter jointly referred to as the "EMPLOYERS") and UNITED TRANSIT LEADERSHIP ORGANIZATION (hereinafter referred to as the "Union").

Subject to ratification by the Union's membership and the MTA Board, it is mutually agreed that the Collective Bargaining Agreements between the Employers and the Union shall be amended as follows:

1. Term:

The term of this agreement shall be July 1, 2019 through December 31, 2021.

2. Wages:

Effective January 1, 2020 the annual rates of pay in effect on December 31, 2019 shall be increased by two percent (2%).

Effective January 1, 2021 the annual rates of pay in effect on December 31, 2020 shall be increased by two percent (2%).

3. Compression Floors:

Effective upon full and final ratification of this agreement, the compression floors by Hay Grade for employees represented by the Union shall be adjusted as follows:

G	\$104,000
F	\$115,240 (All Non-Maintenance of Way Department employees other than those assigned to the Rail Control Center)
F	\$118,000 (All Maintenance of Way Department employees and Non-Maintenance of Way Department employees assigned to the Rail Control Center)
E	\$122,500
D	\$128,500 (All Non-Maintenance of Way Department employees other than those assigned to the Rail Control Center)
D	\$131,500 (All Maintenance of Way Department employees and Non-Maintenance of Way Department employees assigned to the Rail Control Center)
C	\$135,500

Employees earning below the adjusted compression floors shall be brought up to the adjusted floors effective upon full and final ratification.

Non-Maintenance of Way Department employees who either transfer out of the Rail Control Center (RCC) or who are reassigned from the RCC to work in their underlying Department by Management will have their salary adjusted as follows: Employees earning the RCC compression rate will have their salary adjusted to the compression rate for their underlying Department/hay grade. Employees earning above the Rail Control Center compression rate will have their salary adjusted by the difference between the compression rate for their underlying Department/hay grade and the RCC compression rate.

4. Commutation Pass:

Effective no later than sixty (60) days from full and final ratification, in addition to their regular agency pass, employees shall be eligible to receive one of the following passes for commutation purposes: MetroNorth Railroad, Long Island Railroad or Express Buses.

5. Release Time:

The current bank of paid release time hours shall be replaced with two (2) full time Employer paid release time positions, which shall be utilized exclusively for labor-management activities. Examples of labor-management activities include representing bargaining unit members at disciplinary hearings and investigatory interviews where the employee is the potential subject of discipline and participating in joint labor-management meetings which have prior approval of Management. NYCT paid release time may not be used for Union activities, such as attendance at Union meetings or collective bargaining sessions and organization or recruitment of Union members.

The individual(s) shall be designated by the Union President and must be a member of the bargaining unit, and the Union shall provide reasonable notice to NYCT when it wishes to designate an employee to be on NYCT paid release time.

6. Vacation Buy-back:

In the event that it is determined 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.

7. Sick Leave Cash-Out:

The current sick leave cash-out provisions shall be amended to provide that where an employee retires with charges pending with a recommended penalty of a disciplinary suspension, such employee will be eligible for the sick leave cash-out. The employee's ending sick leave balance will be reduced by the number of suspension days in the recommended penalty, prior to the cash-out. Employees who retire with charges pending with a recommended penalty of demotion or dismissal will continue to be ineligible for the sick leave cash-out.

8. MTA Bus Pay Date:

As soon as practicable, the pay date for employees on the MTA Bus payroll shall be moved from Wednesday to Thursday.

9. Discipline and Grievance:

- A. The contract grievance procedure shall be amended to provide that a grievance may be filed within 15 days from the time a grievance arose.
- B. The discipline procedure shall be amended to provide that no disciplinary proceeding shall be commenced more than 30 working days after the employee's responsibility center or immediate supervisor has knowledge of the alleged incompetency or misconduct complained of and described in the charges, provided, however, that such limitation shall not apply when the incompetency or misconduct complained of and described in the charges is the subject of an investigation or would, if proved in a Court of appropriate jurisdiction, constitute a crime. Employee absences and observed holidays shall be excluded from the 30 working days.
- C. The discipline procedure shall be amended to provide the ability to arbitrate where the recommended penalty is a 30 day suspension, demotion or dismissal.

10. Labor/Management Committee:

A labor management committee will be established to discuss issues related to work assignments.

11. Continuation of Terms:

Except as otherwise expressly provided in or modified by this Agreement, all provisions of any previous Collective Bargaining Agreements, any stipulations or side letters between the parties not included as part of any previous Collective Bargaining Agreement, and any attachments to 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 set their hands and seals as of this ____ day of November, 2021.

New York, New York

FOR: United Transit Leadership Organization

FOR: Employers

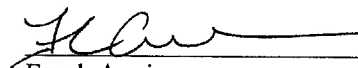
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Mario Bucceri Date
President, United Transit Leadership Organization



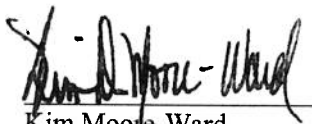
11-12-2021

Craig Cipriano Date
Interim President, New York City Transit



11/12/21

Frank Annicaro Date
Interim President, MTA Bus



11/10/2021

Kim Moore-Ward Date
Deputy Chief People and Labor Relations
Officer