

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, it is mutually agreed that the Collective Bargaining Agreements between the Employers and the Union shall include the following:

1. Term:

The term of this agreement shall be November 6, 2017 through June 30, 2019.

2. Wages:

Effective July 1, 2018 the annual rates of pay in effect on June 30, 2018 shall be increased by two percent (2%).

Under certain circumstances, a current Union member may have previously received a two percent (2%) general wage increase effective July 1, 2018. In the event a current Union member previously received such general wage increase, he/she will not be eligible for the general wage increase set forth above.

3. Lump Sum Payment:

Active employees with no less than one (1) year of service at the date of final execution of this Agreement shall receive a one-time, non-recurring, pensionable, lump sum payment of \$1350.

Active employees with less than one (1) year of service at the date of final execution of this Agreement shall be eligible for the lump sum payment on a pro-rated basis based on their date of hire.

4. Grievance & Discipline:

Effective upon final execution of this Agreement, employees shall be subject to the contract and discipline grievance procedures set forth in Appendix A.

5. Transfer Policy:

Effective upon final execution of this Agreement, Superintendents in the Department of Buses may request a voluntary transfer to another division, location and/or shift within the Department of Buses as set forth in Appendix B of this Agreement.

6. Passes:

Effective no later than ninety (90) days after final execution of this Agreement, Union members employed by MTA Bus will be entitled to use the EPIC Pass on MTA/New York City Transit subways and TA/OA local buses, and Union members who are employed by New York City Transit within the Department of Buses will be entitled to use the EPIC Pass on MTA Bus buses.

7. Vacation Buy-back:

Union members shall be permitted to participate in the 2018 Managerial vacation buy-back program under the same terms and conditions that applied to Managers.

8. MTA Bus Military Buy-back:

MTA Bus Members in the MTA Defined Benefit Pension Plan will be allowed to "buy-back" military service under the same terms and conditions that apply to members in the MaBSTOA Pension Plan.

9. Existing Provisions:

The parties agree that, unless otherwise amended by this Agreement, all existing benefits, policies, rules and guidelines applicable to employees covered by this agreement shall remain in effect for the term of this Agreement.

10. Initial Collective Bargaining:

During the term of this agreement, the parties agree to continue their discussions regarding the finalization of a written initial collective bargaining agreement(s). It is agreed that all provisions set forth in this memorandum of understanding shall be incorporated into the initial Agreement.

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, 2018.

New York, New York

FOR: United Transit Leadership Organization

Mario Bucceri 11/14/18
Mario Bucceri Date
President, United Transit Leadership Organization

FOR: Employers

Andy Byford
President, New York City Transit

Darryl Irick
President, MTA Bus

Kim Moore-Ward
Executive Vice President
Office of Labor Relations, NYCT

Charles E. Glasgow
Sr. Director of Employee & Labor Relations
MTA Headquarters

ATTACHMENT A

Discipline & Contract Grievance Procedures

Contract Grievance Procedure

- A. A "grievance" is hereby defined to be a complaint on the part of any employee covered by the Agreement, or a group of employees, that there has been, on the part of management, noncompliance with, or a misinterpretation or misapplication of any of the provisions of this Agreement, or any written working condition, rule, resolution, or any policy/instruction of the Authority.
- B. Grievances of employees covered by this collective bargaining agreement shall be processed and settled in the following manner:

1. Step I

An employee or his/her representative shall be permitted within five (5) days from the time a grievance arose to request in writing, by completing a form provided by the Authority, to be heard at the Departmental level by the Department Head or his/her designee. The grievance shall be scheduled to be heard within ten (10) days after receipt of the written request by the employee's Department Head or designee. The employee shall be accompanied at this meeting by a Union representative. The decision on the appeal will be rendered to the employee and his/her Union representative within ten (10) days after the meeting.

2. Step II

In the event that the matter is not satisfactorily adjusted with the Department Head or his/her designee, the Union representative may, within five (5) days after the receipt of written notification from the Department Head of his/her decision, submit the dispute in writing, by completing a form provided by the Authority, to the Authority's Vice President, Office of Labor Relations, or his/her designee. The appeal shall be scheduled to be heard within fifteen (15) days after the receipt of the written request by the Vice President, Office of Labor Relations or his/her designee. The Vice President, Office of Labor Relations or his/her designee shall, within twenty (20) days after such hearing is closed, render his/her decisions in writing.

In any case where the decision on a grievance, filed and presented by an employee individually, would affect other employees or would involve a basic interpretation or application of the provisions of this contract or any working condition, rule or resolution, the Union shall be given notice and its representative shall be permitted to attend and be heard at each step in the grievance procedure.

C. Impartial Arbitration

- 1. If the Union grievance representative is not satisfied with the written decision at Step II of the grievance procedure, within fifteen (15) calendar days after receipt of the Step II decision, the Union will give written notice of its intention to arbitrate to the Vice President, Office of Labor Relations or his/her designee.

2. The parties will continue their discussions regarding the designation of a mutually agreeable Impartial Arbitrator. If the parties cannot agree on the designation of an arbitrator(s), they shall utilize the procedures of the American Arbitration Association for the selection of an arbitrator(s).
3. The Arbitrator shall fix a date for a hearing on at least fourteen (14) days' notice to the Authority and to the employee and his/her Union representative, at which the employee and his/her Union representative and a representative of the Authority, shall be on hand to present both sides of the controversy. At the request of the Arbitrator, witnesses, records and other documentary evidence as required shall be produced.
4. The Arbitrator shall mail a copy of his/her opinion and award to the Vice President, Office of Labor Relations or his/her designee and to the employee or his/her Union representative within ten (10) days after the close of the hearing. His/her determination upon matters within his/her jurisdiction and submitted to him/her under and pursuant to the terms and conditions of this Agreement, shall be final and binding upon the parties.
5. In rendering his/her opinion and award, the Arbitrator shall be strictly limited to the interpretation and application of any written agreement between the parties, any written working condition, rule or resolution of the Authority governing or affecting employees represented by the Union, but shall be without power or authority to add to, delete from, or modify any such agreement, working condition, rule or resolution. The Arbitrator shall not have authority to render any opinion or make any recommendations hereunder:

- a. inconsistent with or contrary to the provision of applicable Civil Service Laws, Rules and Regulations;
- b. 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 the transit facilities, or with the Authority's managerial responsibility to run the transit lines safely, efficiently and economically;
- c. with respect to modification of any wage rates applicable to employees represented by the Union;
- d. with respect to any disciplinary action or determination of unfitness of any employee to perform his duties taken or proposed to be taken by the Authority pursuant to Section 75 of the Civil Service Law, or pursuant to the Authority's own resolutions or rules.

6. The Authority shall also have the right to submit to the Arbitrator for his/her opinion and determination, upon twenty (20) days' notice to the Union, any complaint or dispute between the parties arising solely out of the interpretation, application, breach or claim of breach of the provisions of this Agreement.
7. All expenses of the arbitrator shall be divided equally between the Authority and the Union.

D. Other Provisions

1. In computing the time within which any action must be taken under the foregoing grievance procedures, Saturdays, Sundays, and holidays shall not be counted, unless otherwise specified.
2. The time limitations provided in this Section shall be strictly adhered to by the

employees, by the Union, and by the Authority. A grievance, may be denied at any level because of failure to adhere to the time limitations. In exceptional cases, however, and for good cause shown, the time limitations may be waived and a decision made on the merits. It is agreed, however, that neither the filing of any complaint nor the pendency of any grievance as provided in this Section, shall prevent, delay, obstruct, or interfere with the right of the Authority to take the action complained of, subject to the final disposition of the complaint or grievance as provided for herein. In any case where the Authority does not schedule a matter for hearing or render a decision within the prescribed time limits, the grievance may be appealed to the next step of the procedure.

3. Step I and II hearings and Impartial Arbitration shall be held on the employee's own time.
4. Any serious contractual violation question may be appealed in writing to the Vice President, Office of Labor Relations or his/her designee. The final decision as to whether a contractual violation is serious or whether a grievance should be remanded to Step I shall be within the sole discretion of the Vice President, Office of Labor Relations or his/her designee. Such appeal must include a statement as to the contractual provision allegedly violated by management and the remedy sought. The Vice President, Office of Labor Relations or his/her designee shall set a hearing within seven (7) business days after receipt of such appeal and render his/her decision within ten (10) business days following the hearing. If the Union seeks to appeal this decision, the case will be scheduled for arbitration as expeditiously as possible.

Disciplinary Grievance Procedure

- A. A disciplinary grievance is hereby defined to be a complaint on the part of any employee covered by this Agreement that there has been a violation of the employee's contractual rights with respect to a disciplinary action of a warning, reprimand, fine, or suspension, demotion and/or dismissal except that a "disciplinary grievance" shall not include the removal or other discipline of a probationary, part-time or temporary employee. This provision shall not be construed to deprive a provisional employee of his/her right to use this procedure prior to suspension or termination from his/her permanent title.
- B. The disciplinary procedure and the rights set forth herein shall be in lieu of any other disciplinary procedure and rights that may have previously applied to an employee covered by this Agreement including but not limited to the procedures and rights specified in Sections 75 and 76 of the Civil Service Law and shall apply to all persons who but for this procedure and rights would be subject to Sections 75 and 76 of the Civil Service Law. These procedures and rights shall not apply to probationary, part-time or temporary employees.
- C. In the Authority, no warning, reprimand, suspension, demotion, or dismissal shall be entered on an employee's record or otherwise imposed until the completion of the disciplinary procedure. This provision shall not, however, foreclose the pre-disciplinary suspension of an employee for reasons of serious misconduct detrimental to the operation of the Authority including but not limited to the following:
 1. violation of the drug and controlled substance policy;
 2. violation of the alcohol policy;
 3. theft or fraud;
 4. allowing subordinates to commit fraud;
 5. unauthorized/excessive absenteeism or tardiness;
 6. physical violence or threats of physical violence;

7. gross insubordination;
8. serious safety violations;
9. criminal conduct;
10. sleeping on duty; and
11. violations of the Authority's policies concerning EEO and sexual harassment and the Code of Ethics.

Additionally, in the case of a demotion, the Employer shall not be precluded from implementing the demotion pending the completion of the disciplinary process set forth in Paragraph E below.

- D. If an employee fails to appear on two (2) occasions at any step in the disciplinary grievance procedure, the grievance shall be deemed abandoned and the penalty imposed. The Union has the right to appeal the issue of abandonment but must file the appeal with the Vice President, Office of Labor Relations or his/her designee within ten (10) business days of notice of implementation. In addition, the Authority shall have no liability at equity or in law for any delays in this procedure as a result of the employee's or the Union's actions, including, but not limited to, the Union or the employee requesting the underlying grievance be held in abeyance.

- E. Disciplinary grievances shall be processed and settled in the following manner:

1. Step I

An employee or his/her Union representative shall be permitted within five (5) days from the time of notification of the disciplinary charges to appeal the charges in writing. The Department Head or his/her designee will hear the appeal. Within fifteen (15) days after receipt of the written appeal, the matter shall be heard. The decision on the appeal will be rendered to the employee and his/her Union representative within ten (10) days after the meeting.

2. Step II

In the event the matter is not satisfactorily adjusted at Step I, the employee or his/her Union representative may, within five (5) days after receipt of the Step I decision, appeal in writing to the Authority's Vice President, Office of Labor Relations, or his/her designee. The Authority's Vice President, Office of Labor Relations, or his/her designee will hear the appeal within thirty (30) days after the receipt of the written appeal. The Authority's Vice President, Office of Labor Relations, or his/her designee shall within twenty (20) days after the hearing is closed, render his/her decision in writing. Such decision shall be final and binding and not subject to further appeal except as set forth in paragraph 3 below.

3. Demotions and Dismissals

- a. In disciplinary cases where the recommended penalty is demotion or dismissal the employee or his/her Union representative may within five (5) days after notification of the Step II decision, give written notice of its intention to arbitrate to the Authority's Vice President, Office of Labor Relations, or his/her designee. In the case of demotion, the Arbitrator's determination shall be limited to

whether the underlying conduct occurred, and the Arbitrator shall have no authority to modify or reverse the recommended penalty. The following rules shall apply:

- i. The appeal will be heard at arbitration by a Tripartite Panel consisting of an impartial arbitrator, the Vice President, Office of Labor Relations, or his/her designee, and the President of the Union or his/her designee.
 - ii. The matter will be scheduled for a hearing within thirty (30) business days of the date of appeal of the Step II decision.
 - iii. The Union and the Authority shall be given an opportunity to submit relevant evidence and cross-examine witnesses. No transcript of the hearing shall be required.
 - iv. All witnesses shall take an appropriate oath or affirmation prior to testifying.
 - v. The decision of the Panel must be by a majority and will be written by the Arbitrator as quickly as possible but no later than twenty (20) business days after the closing of the record in the hearing. Within twenty (20) days after issuance of the award by the Panel, the Union or the Authority Panel members have the right to issue a dissenting opinion. Such Tripartite Panel decisions shall be final and binding.
- b. The Authority shall schedule all Tripartite Panel arbitrations on a timely basis. There shall be sufficient dates of Tripartite Panel arbitrations to timely process all pending cases.
 - c. The parties will continue their discussions regarding the designation of a mutually agreeable Impartial Arbitrator. If the parties cannot agree on the designation of an arbitrator(s), they shall utilize the procedures of the American Arbitration Association for the selection of an arbitrator(s).
 - d. The Tripartite Panel, in rendering any opinion or determination, shall be strictly limited to the interpretation and application of the provisions of this Agreement, or of any written rule, or Policy/Instruction of the Authority governing or affecting employees, and it shall be without any power or authority to add to, delete from, or modify any of the provisions of this agreement or of such rules or Policy/Instruction. The Arbitrator of the Panel shall not have the authority to render any opinion or make any recommendations:
 - i. Inconsistent with or contrary to the provisions of the applicable Civil Service Laws and regulations;
 - 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 the transit facilities, or with the Authority's managerial responsibility to run the transit lines safely, efficiently and economically.
 - e. All expenses of the arbitrator shall be divided equally between the Authority and the Union.

F. General Provisions

1. At each step of the disciplinary grievance procedure, the Authority retains the right to increase, decrease or otherwise modify the decision made at the lower level.
2. In computing the time within which any action must be taken under the above

procedures, Saturdays, Sundays, and holidays shall not be counted except where otherwise specified.

3. In any case where the Authority does not schedule a matter for hearing or render a decision within the prescribed time limits, the grievance may be appealed to the next step of the procedure where applicable.
4. Non-Union members are permitted to proceed at any stage of the disciplinary grievance, arbitration or other contractual process concerning the evaluation or discipline of an employee with or without the union and can be represented by his or her own advocate.
5. 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. The Authority shall not deduct more than thirty percent (30%) of an employee's weekly salary in any given week. These provisions shall not be available to employees who are pre-disciplinary suspended.

ATTACHMENT B

Department of Buses Transfer Requests

Superintendents in the Department of Buses may request a voluntary transfer to another division, location and/or shift within the Department of Buses in accordance with the following:

- (a) Transfer requests are limited to employees seeking a transfer into or out of a depot, shop or road operations reporting location, or to another shift. Specialty positions/departments are not subject to transfer requests.
- (b) A transfer request may be made only after the completion of one (1) year of service in the employee's current title.
- (c) Employees shall be granted a thirty (30) day window to submit a transfer request form at a time to be determined by the parties. Employees who submit the transfer request form will then be placed on a transfer request list for the following year.
- (d) The transfer request form submitted by the employee shall clearly state the specific division, location and/or shift to which the employee is seeking to be transferred.
- (e) The Authority shall maintain a list of all transfer requests made by employees for reassignment within the Department of Buses. Management shall provide copies of the transfer request forms and corresponding transfer request list to the Union.
- (f) Dependent upon the specific vacancy, Management shall maintain discretion to consider the transfer list when filling a vacancy.
- (g) The final determination regarding any transfer request is subject to managerial discretion and shall not be subject to the contractual grievance process.
- (h) Management retains the right to move an employee even after a transfer is granted.
- (i) An employee will be ineligible for a transfer through the above described process for a period of three (3) calendar years from the effective date of a previously granted transfer request.
- (j) The parties agree to meet on an as needed basis to review the transfer request list.



New York City Transit

September 25, 2019

Mario Bucceri, President
United Transit Leadership Organization
P.O. Box 15 Radio Station
New York, NY 10101

Re: UTLO Members in the titles of Group Station Superintendent, Superintendent and Deputy Superintendent

Dear Mr. Bucceri:

This is to memorialize our discussions regarding employees in the titles of Group Station Superintendent in the Stations Department, whom the Union was granted recognition for collective bargaining purposes by PERB on March 21, 2019 by unit placement in Case No. 1586, as well as employees in the titles of Superintendent and Deputy Superintendent in the Department of Subways and in the support departments, whom the Union was certified by PERB on June 11, 2019 to be the representative for collective bargaining purposes in Case Nos C-6490 and C-6491.

Pursuant to those discussions, the parties agree to apply the grievance and discipline procedures set forth in Attachment A of the November 28, 2018 Memorandum of Understanding covering employees in the Department of Buses to the Union members set forth in the first paragraph above. The parties also agree that all other existing benefits, policies, rules and guidelines applicable to employees set forth in the first paragraph above shall remain in effect.

It is the intent of the parties that negotiations for a successor collective bargaining agreement to the agreement that expired on June 30, 2019 covering employees in the Department of Buses will include all bargaining unit members, and that the parties will continue their discussions during those negotiations regarding incorporating all bargaining unit members into one collective bargaining agreement.

If the above reflects your understanding, please sign below.

Sincerely,
A handwritten signature in black ink, appearing to read "Kim Moore-Ward".

Kim Moore-Ward
Executive Vice President, Labor Relations
New York City Transit

I CONCUR:

A handwritten signature in black ink, appearing to read "Mario Bucceri".

Mario Bucceri, President
United Transit Leadership Organization



New York City Transit

July 7, 2021

Mario Bucceri
President
United Transit Leadership Organization
P.O. Box 260058
Bellerose, NY 11426

RE: Double Shifts

Dear Mr. Bucceri:

This is to memorialize our discussion regarding employees who are required to work double shifts on their regular workdays. In accordance with Policy/Instruction 6.42, as amended by memoranda dated December 19, 2014 and November 16, 2015, which continues to apply to members of the Union in accordance with the Existing Provisions clause of the November 28, 2018 Memorandum of Understanding, managerial employees are not entitled to compensatory time for hours worked on a regular work day unless special circumstances are declared by the President or a Senior Vice President. As a result of staffing shortages attributable to various factors and exacerbated by the ongoing pandemic, members of the Union have been called upon to work double shifts at times in order to preserve the continuation of coverage. In recognition of these factors, the Authority will agree to award compensatory time for a second shift on a regular workday for members of the Union until further notice. The Authority maintains the right to review this arrangement and reinstatement the provisions of P/I 6.42 as circumstances warrant it, but will not do so without providing proper notice to the Union.

If this accurately reflects your understanding, please sign below.

Sincerely,

A handwritten signature in black ink, appearing to read "Kim Moore-Ward".

Kim Moore-Ward
Deputy Chief People and Labor Relations Officer

I CONCUR

A handwritten signature in black ink, appearing to read "Mario Bucceri".

Mario Bucceri, President, UTLO

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

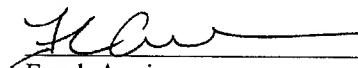
 10Nov21

Mario Bucceri Date
President, United Transit Leadership Organization



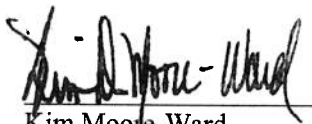
11-12-2021

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