

STIPULATION AND AGREEMENT
BETWEEN NEW YORK CITY TRANSIT
AND DISTRICT COUNCIL 37 LOCAL 3652

AGREEMENT made between NEW YORK CITY TRANSIT and the MANHATTAN AND BRONX SURFACE TRANSIT OPERATING AUTHORITY (hereinafter referred to as the "Authorities") and DISTRICT COUNCIL 37, CIVIL SERVICE TECHNICAL GUILD, LOCAL 375, of the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFCSME), and AFL-CIO (hereinafter referred to as the "Union") and jointly referred to as the "Parties".

WHEREAS, the Parties Collective Bargaining Agreement which expired on December 31, 2008 states that during the term of the Parties Agreement the Authorities will grant salary adjustments negotiated between the Union and the City of New York to employees in the same titles who work for the Authorities; and

WHEREAS, the Authorities have already implemented the general wage increase provisions of the City of New York and the Union's Agreement for the 88 month period ending July 2, 2017; and

WHEREAS, the City of New York and the Union's Agreement for the period ending July 2, 2017, included additional compensation funds not to exceed 0.52% of the December 31, 2011 payroll, effective March 3, 2017, for the purchase of recurring benefits mutually agreed to by the parties; and

WHEREAS, the Parties now seek to resolve the allocation of the 0.52% additional compensation funds; and

WHEREAS, to resolve this matter would foster the interest of sound labor-management relations.

It is hereby stipulated and agreed that:

I. Health Benefits:

- a. Effective March 3, 2017, the Authorities shall amend the current plan of health benefits to provide that Pre-Medicare surviving spouses of employees who retired on or after January 1, 2015 shall receive the same medical benefits as active members up to the date that such surviving spouses attain Medicare eligibility, at no cost to such surviving spouse. This benefit shall not apply in the event the surviving spouse is otherwise entitled to health care insurance.
- b. Effective March 3, 2017, where an employee retires on or after January 1, 2015 and is having Medicare Part B deducted from his/her Social Security check, the Authorities will reimburse the retiree annually for all premiums, excluding any penalties. In order to be eligible for the reimbursement of Part

B premiums, the retiree must be receiving a pension check and be enrolled in qualifying health benefit plan.

- c. Effective March 3, 2017, in addition to any and all other leave entitlements, including without limitation, FMLA and/or sick/vacation leave, employees shall, upon the birth of a child, be entitled to two (2) weeks fully paid Maternity/Paternity Leave, which shall be utilized prior to utilizing any other paid leave benefits.

2. Longevity Differential, Service Increment, and Recurring Increment Payments:


Effective March 3, 2017:


- a. Employees currently receiving a service increment schedule of five (5), ten (10), and fifteen (15) years will receive an additional step of twenty (20) years at \$200 above the fifteen (15) year step.
 - b. Employees currently receiving the longevity differential schedule of five (5), ten (10), and fifteen (15) years will receive an additional step of twenty (20) years at \$200 above the fifteen (15) year step.
 - c. Employees currently receiving the longevity differential schedule of five (5) and ten (10) years will receive an additional step of fifteen (15) years at \$200 above the ten (10) year step.
 - d. The Associate Construction Inspector title shall receive a longevity differential schedule as set forth in paragraph (b) above.
 - e. The current recurring increment payment schedule shall be amended to include a \$100 increase at each step. The \$100 increase shall apply to each step and is not compounded.
3. The provisions of this agreement shall be effective March 3, 2017 and shall be consistent with the Parties previously agreed to terms and conditions relating to these types of additional compensation payments.
 4. The parties agree that neither party shall put forth any other demand to bargain with regard to both economic and non-economic working conditions and benefits prior to July 2, 2017.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the 30th day of November, 2015.

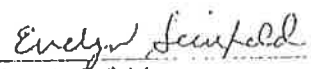
New York, New York


For: MTA New York City Transit


By:  11/30/15
Date
Christopher Johnson
Vice President
Office of Labor Relations

 11/30/15
Date
David Franceschini
Senior Director
Collective Bargaining

For: District Council 37, Local 375
Civil Service Technical Guild
American Federation of State,
County and Municipal Employees,
AFL-CIO

By:  11/24/15
Date
Evelyn Seinfeld
Director Research
District Council 37

 11/24/15
Date
Claude Fort
President
District Council 37, Local 375

 11/24/15
Date
Janakkumar Patel
President, Chapter 2, Local 375