

**STIPULATION AND AGREEMENT
BETWEEN NEW YORK CITY TRANSIT
AND DISTRICT COUNCIL 37,
LOCALS 154, 983 (Motor Vehicle Operators), 1407, 1655, 2627, and 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, LOCALS 154, 983 (Motor Vehicle Operators), 1407, 1655, 2627, and 3652 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 44 month period ending May 25, 2021; and

WHEREAS, the City of New York and the Union's Agreement for the period ending May 25, 2021, included additional compensation funds not to exceed 0.20% of the December 31, 2016 payroll, effective July 26, 2019, for the purchase of recurring benefits mutually agreed to by the parties; and

WHEREAS, the City of New York and the Union's Agreement for the period ending May 25, 2021, included equity funds not to exceed 0.20% of the December 31, 2016 payroll, effective July 26, 2019, for the purchase of recurring benefits mutually agreed to by the parties; and

WHEREAS, the Parties now seek to resolve the allocation of the 0.20% additional compensation funds and 0.20% equity funds; and

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

It is hereby stipulated and agreed that:

1. **Commutation Pass**

Effective within 60 days of full execution, employees will be entitled to either the Metro North Railroad, the Long Island Rail Road, or the NYCT Express Bus pass for commutation purposes. 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.

2. **Recurring Increment Payment, Assignment Differential, Longevity Differential, and Service Increment:**

Effective July 26, 2019:

a. **Local 154:**

\$50 shall be added to the current ten (10) year Recurring Increment Payment for all titles. (Pattern 75)

b. **Local 983:**

\$31 shall be added to the current twenty (20) year Recurring Increment Payment for all titles. (Pattern 77)

c. **Local 1407:**

An eight (8) year Recurring Increment Payment of \$40 shall be created for all titles.

d. **Local 1655:**

i. An Assignment Differential of \$1,026 shall be created for the TA366 Transit Customer Service Specialist Level I.

ii. A five (5) year Recurring Increment Payment of \$1,230 shall be created for the following titles:

1. OA565 Drug & Alcohol Technician Level I
2. OA566 Drug & Alcohol Technician Level II

e. **Local 2627:**

i. \$35 shall be added to the current three (3) year Recurring Increment Payment for all titles. (Pattern 82)

ii. \$45 shall be added to the current one (1) year Longevity Differential payment for all titles. (Pattern 34)

- iii. \$45 shall be added to the current three (3) year Longevity Differential payment for all titles. (Pattern 8 and 69)

f. **Local 3652:**

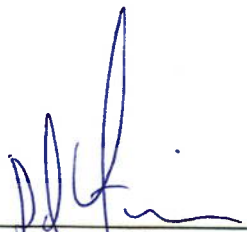
- i. \$100 shall be added to the current twenty (20) year Service Increment payment for all titles. (Pattern 14) (UC 41 and 09)
- ii. \$100 shall be added to the current fifteen (15) year Longevity Differential payment for all titles. (Pattern 3) (UC 09)
- iii. \$100 shall be added to the current twenty (20) year Longevity Differential payment for all titles. (Patterns 5, 6, (UC 09) and 11 (UC41))

- 3. The parties will meet and confer to discuss the impact of OMNY on the NYCT/MaBSTOA titles of Associate Cashier Level I and II, Supervising Associate Cashier Level I and II, Associate Cashier (Vault Handler), and Transit Customer Service Specialist Level I and II in the Revenue Control Department and to discuss alternative deployment that meets the Agency's and customer needs with the goal of providing job protections for the future. The parties will also discuss the future role and responsibilities of employees in the aforementioned titles as well as training programs to adapt to changing technologies in the Revenue Control Department


IN WITNESS WHEREOF, the parties have set their hands and seals as of the ____ day of JUNE, 2023.

New York, New York

For: MTA New York City Transit

By:  7/3/2023
David Franceschini Date
Deputy Chief, Collective Bargaining
Office of Labor Relations

For: District Council 37, Locals 154,
983 (Motor Vehicle Operators)
1407, 1655, 2627, and 3652
American Federation of State,
County and Municipal Employees,
AFL-CIO

By: 
Rose Lovaglio-Miller Date
Associate Director Research
District Council 37