

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT made by and between MTA STATEN ISLAND RAPID TRANSIT OPERATING AUTHORITY (hereinafter referred to as "SIRTOA") and the NEW YORK CITY TRANSIT AUTHORITY (hereinafter referred to as "NYCT") and jointly referred to as the "AUTHORITY" and SHEET METAL, AIR, RAIL AND TRANSPORTATION, LOCAL 1440, TRANSPORTATION DIVISION (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 agreement between the Authority and the Union shall be amended as follows:

1. Term:

The term of this agreement shall be February 16, 2017 through August 31, 2023.

2. Wages:

- A. Effective February 16, 2017 the hourly rates of pay in effect on February 15, 2017 shall be increased by two and one-half percent (2.5%).
- B. Effective March 16, 2018, the hourly rates of pay in effect on March 15, 2018, shall be increased by two and one-half percent (2.5%).
- C. Effective July 1, 2019, the hourly rates of pay in effect on June 30, 2019, shall be increased by two percent (2%).
- D. Effective July 1, 2020, the hourly rates of pay in effect on June 30, 2020, shall be increased by two percent (2.25%).
- E. Effective July 1, 2021, the hourly rates of pay in effect on June 30, 2021, shall be increased by two percent (2.5%).
- F. Effective July 1, 2022, the hourly rates of pay in effect on June 30, 2022, shall be increased by two percent (2.75%).
- G. The February 16, 2017, March 16, 2018, July 1, 2019, July 1, 2020, July 1, 2021 and July 1, 2022 retroactive wage increases shall be granted only to those current employees as of full and final ratification for service performed in 2016, 2017, 2018, 2019, 2020, 2021 and 2022 and on a prorated basis for employees who, during 2016, 2017, 2018, 2019, 2020, 2021 and 2022: 1) retired; 2) died; 3) resigned while having a vested right to a pension under the Metropolitan Transportation Authority Defined Benefit Pension Plan, SIRTOA Program (hereinafter referred to as the "MTA DB Plan"); or 4) were dismissed and subsequently reinstated or rehired with seniority restored.

3. Lump Sum Payment:

Effective April 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.

4. Longevity:

Effective February 1, 2018, the current longevity schedule shall be increased by \$250 per step (\$450; \$550; \$650; \$750).

5. Night Differential:

Effective February 16, 2018, the night shift differential rates shall be increased by five percent (5%).

6. Health Benefits:

A. Pursuant to the 2007 – 2010 Impasse Arbitration Award, the Arbitrator awarded that the plan of benefits would be administered under the same terms and conditions as the NYCT represented hourly employees’ plan of benefits, as was in effect at the time of the Award. The existing transition to Aetna shall continue to be advanced cooperatively.

B. The Union and the Authority agree to avail themselves of the provision in the New York State Workers Compensation Law which allows for Workers Compensation medical visits to be provided by State certified Preferred Provider Organizations (“PPO”) within State certified insurance carriers. The parties recognize that this PPO will need to be able to provide necessary geographic coverage, choice and quality care. As such, the parties agree that the conversion to the PPO network will be effectuated as soon as practicable.

C. Effective July 1, 2019, consistent with the general increase in benefit costs, the Authority will increase the monthly defined contribution for dental benefits by \$2.50 per month per active employee. The Authority shall make a one-time contribution of \$19,620 for dental reserves.

Effective January 1, 2023, the Authority will increase the monthly defined contribution for dental and/or vision benefits by an additional total of \$4 per month per active employee.

D. Effective January 1, 2023, the health and prescription drug plans shall be amended as follows:

- Institute Nationwide In-Network Coverage
- Prescription Drug Co-Pays:

Generics:	\$0
Brand Name:	\$20
Non-Formulary:	\$40

- Emergency Room Co-Pay increased to \$100 (waived if patient is admitted to hospital)
- Conduct Dependent Coverage Verification Audit every five (5) year.
- No increase in employee contributions.

7. **Line of Duty/Active Service Death Benefit:**

- A. The Active Service Death Benefit shall be increased to \$50,000.
- B. The Line of Duty Death Benefit shall be increased to \$500,000.

8. **MTA Pass:**

Effective as soon as practicable after full and final ratification, in addition to utilizing their EPIC pass on MTA New York City Transit Subways and Local Buses, employees will be entitled to utilize their EPIC pass on Express Buses.

9. **Flexible Spending Account (FSA):**

Effective upon full and final ratification, employees shall participate in the Flexible Spending Account (FSA) program in accordance with the FSA benefits that are currently provided to non-represented and managerial employees.

10. **Personal Days:**

Effective January 1, 2022, employees with more than one (1) year of service but less than twenty (20) years of service shall receive four (4) personal leave days. Effective January 1, 2023, employees with twenty (20) years or more of service shall receive five (5) personal leave days.

11. **AVA Days:**

The maximum accrual for AVA days shall be increased from 4 days to 6 days. Daily absence quotas shall not be impacted by this increase.

12. **Employee Availability:**

The parties recognize the overall impact of Employee Availability on operations. As part of this round of collective bargaining, it was anticipated that MTA Unions would achieve at least a 1.5 day improvement in employee availability during the course of the contract period, however, due to extreme unforeseen circumstances caused by the COVID-19 pandemic, that goal was not achieved. The parties remain committed to achieving improvements in employee availability and will continue to discuss employee availability initiatives, including pilot programs similar to those currently in effect with other bargaining units.

13. Work Boots/Shoes:

Effective in 2023, the \$100 annual safety shoe allowance shall be eliminated. Boots and shoes shall be supplied to eligible employees under the new contract which provides an on-line distribution system and includes a broader selection of brands and addresses employee concerns regarding comfort and quality. Employees will be eligible to receive one (1) pair of boots/shoes annually.

14. Restricted Duty:

The parties will form a Joint Labor-Management Committee to discuss potential set aside work opportunities for pregnant women and other disabled workers.

15. Overtime Equalization:

The parties agree that equalization of overtime is an important priority for both the MTA and the Union. The parties further agree that the existing contractual provisions will be enforced to achieve this priority.

16. New York State Paid Family Leave:

As soon as practicable as set forth below, members will be eligible for NYS Paid Family Leave. The Authority will deduct statutory amount from wages (as capped by law). The parties will discuss issues relating to the interplay between NYS Paid family Leave and contractual entitlements/FMLA, which will precede implementation.

17. Fare Evasion:

The parties agree to meet and confer to work collaboratively on new initiatives as may be mutually agreed upon to aid the MTA in reducing fare evasion.

18. Member Privacy:

The Authority will provide Privacy Envelopes for use by members when submitting documentation with confidential/medical information.

19. Safety:

The Union will be notified, in advance, of the introduction of all chemical and/or tools before these items are used.

20. Minor Customer Complaint Procedure:

This procedure shall apply only to minor customer complaints and shall not include complaints alleging serious misconduct, including but not limited to the use of obscene language; physical altercation/assault or threats of violence; reckless or unsafe operation; or complaints that may be subject to the purview of the Office of EEO.

- A. When a minor customer complaint is substantiated to the satisfaction of the Authority after an investigation, the following procedure shall be followed:
- i. If the Authority has not substantiated a customer complaint, for example by issuing a reinstruction or disciplinary action against the employee, in the prior twelve (12) months and his/her disciplinary record in the prior three (3) years does not demonstrate a history of similar type of misconduct (other than discipline solely for a customer complaint),
 - ii. The employee shall be issued a reinstruction and counselled regarding the complaint and the proper way to handle such complaints in the future.
 - iii. Counseling sessions shall be held during the employee's tour of duty and in the presence of a Union representative.
 - iv. At the discretion of the Authority the employee may be required to attend customer service training.
- B. Counseling pursuant to this agreement shall not be considered discipline.
- C. This provision shall not preclude the Authority from initiating appropriate discipline where the customer complaint additionally involves conduct that would constitute a violation of Authority Rules and Regulations.

21. Signals Department:

Attached as Appendix A is the parties' Agreement regarding Signals Department employees.

22. Car Equipment Department:

Attached as Appendix B is the parties' Agreement regarding Car Equipment Department employees.

23. Transportation Department:

Attached as Appendix C is the parties' Agreement regarding Transportation Department employees.

24. Unless otherwise specified, the effective date for all provisions contained herein shall be the ratification date by the MTA Board.

25. Except as otherwise expressly provided in or modified by this Agreement, all provisions, Stipulations and side letters attached to the previous Collective Bargaining Agreement, as amended, shall continue in effect.

APPENDIX A**SIGNALS DEPARTMENT**

1. Article 1 (Rules 1, 2, 3, 4, 5, 6) and Rule 26 of the Agreement covering Signal Department employees shall be eliminated and replaced with the following:

ARTICLE I - CLASSIFICATION**Rule 1 – Signal Foreman**

- A. The Signal Foreman demonstrates command knowledge of the SIRTOA Signal system with proficient recall of the rules & regulations that govern the safe work environment for all SIR personnel and passengers. The Signal Foreman possesses skills to plan, direct, lead, regulate and coordinate work of other employees. The Foreman does not regularly perform the duties of Signal Maintainers, Assistant Maintainers and Signal Helpers, however they are not precluded from doing so. Their responsibilities may include, but are not limited to: oversight of scheduled maintenance and repair to all signal equipment, i.e. Interlocking Control Systems, Signal Communication Control Systems, Vital and Non-Vital Relays, Control Panels, Wayside Equipment necessary for Cab Signal Control, Train Trip Stops, Dual Control and Hand Operated Switch Machines, Roadway Worker Protection PC Based Control Systems, etc., and all other tasks generally recognized as signal work.
- B. The Signal Foreman responsibilities may also include: review and/or submittal of Authority, State regulatory & Federal documents for compliance. They may be required to perform field testing to verify data accuracy or system integrity, and are required to conduct safety meetings. He/she may be required to attend various meetings to represent the department if assigned by supervision.
- C. The Signal Foreman may be asked and/or required to assist in the training and evaluation of departmental subordinates whereas to promote the increased knowledge and safe practices of the SIRTOA Signal Department and overall system.
- D. The Signal Foreman will work closely with Supervision/Management. Signal Foreman are required to report all issues relating to maintenance, testing, scheduled work and overall system condition as well as any internal departmental concerns. Signal Foreman and Supervision will work to mitigate concerns or issues in a timely manner.

Rule 2 - Signal Maintainer

- A. An employee assigned to perform signal work and who may direct the work of one or more Assistant Signal Maintainers and/or Signal Helpers. Signal Maintainers shall perform any signal work with the potential to effect train service and may be assigned to any work of a lower class within the Signal Department.

Signal Maintainers shall be qualified to read and understand signal blueprints and install and make operational live signal wire work, including testing of signal apparatus, circuits and appurtenances.

Signal Maintainer work typically includes, but is not limited to: Direct and/or perform routine field inspections and tests of signals and other apparatus and make repairs. This includes but is not limited to: Internal Switch Maintenance, CIL/ML Inspection, Switch Heaters and Snow Melters, Vital Relay Inspection and Testing, Standard Signal tests and troubleshooting various signal failures.

- B. Signal Maintainers shall share their knowledge as it pertains to Signal Department work and shall assist in the training of Assistant Signal Maintainers and Helpers.

Rule 3 - Assistant Signal Maintainer

- A. An employee in training for the position of Signal Maintainer shall be classified as an Assistant Signal Maintainer. Assistant Signal Maintainers will work under the direction of the Signal Maintainer when assigned duties on live signal equipment and appurtenances, that will have a direct impact on train service. Assistant Signal Maintainers may be assigned to directly perform other duties that do not impact on train service, as authorized by Supervision/Management.

- B. An Assistant Signal Maintainer will be assigned Signal Helpers to perform tasks consistent with Paragraph A above, including but not limited to: Ground Testing, Central Instrument Location/ Master Location Maintenance, Track Case and Junction Box Inspections, Visual DC Relay Inspection, Vane Relay Inspection, Eyewash Maintenance, Fire Extinguisher Maintenance, Arrestor Inspection, Battery Inspection, painting of signal equipment and graffiti and any duties of Signal Helper.

Rule 4 - Signal Helper

An employee assigned to help Signal Maintainers and Assistant Signal Maintainers shall be classified as a Signal Helper. A Signal Helper when working alone, or two or more Signal Helpers working together, may perform such work as, but not limited to: Cleaning and oiling interlockings; excavating; handling material; trimming trees and brush. Helpers may drive Carrier vehicles to pick up and drop off material, position vehicles, pick up and deliver vehicles for service and other tasks as authorized by Supervision/Management. Signal Helpers shall not be permitted to do work recognized

as that of other classes named in this Article, unless assisting a Signal Maintainer or Assistant Signal Maintainer.

Rule 5 – Signals Department Hiring and Progression

Effective upon full and final ratification of this agreement, employees shall be hired and progressed in the Signal Department as follows:

- A. An employee who is hired into the Signal Department shall be hired as a Signal Helper and shall serve as a Signal Helper for a period of one (1) year, during which the employee shall be ineligible to transfer to another title. During this period, a Signal Helper shall be in training for the position of Assistant Signal Maintainer, working with and under the direction of a Signal Maintainer or an Assistant Signal Maintainer, except as provided in Rule 4. This one-year period shall also serve as the employee's probationary period. Upon completion of one (1) year of service, a Signal Helper shall be evaluated for progression to the position of Assistant Signal Maintainer based on a written test and/or practical examination. If an employee passes the written test and/or practical examination for Assistant Signal Maintainer, the employee shall automatically be progressed to the Assistant Signal Maintainer title. If an employee fails the written test and/or practical examination for Assistant Signal Maintainer, the employee shall be dismissed from service.
- B. An employee who is progressed to the Assistant Signal Maintainer title shall serve in such title for a period of two (2) years, during which the employee shall be ineligible to transfer to another title. During this period, an Assistant Signal Maintainer shall be in training for the position of Signal Maintainer, working with and under the direction of a Signal Maintainer, except as provided in Rule 3. Upon the completion of two (2) years of service as an Assistant Signal Maintainer, an employee shall be evaluated for progression to the title of Signal Maintainer based on a written test and/or practical examination.
 1. If an employee passes the written test and/or practical examination for Signal Maintainer, the employee shall automatically be progressed to the Signal Maintainer title. Seniority for the position of Signal Maintainer shall commence upon the date of progression.
 2. If an employee fails the written test and/or practical examination, the employee shall serve an additional ninety (90) calendar days in the Assistant Signal Maintainer position. It is incumbent upon each individual to utilize this time as on the job training. Upon completion of the 90-day period, the employee shall be evaluated again based on a written test and/or practical examination. If the employee passes the written test and/or practical examination, the employee shall automatically be progressed to the Signal Maintainer title. If an employee fails the written test and/or practical examination a second time, the employee will be given an additional ninety

(90) days in the Assistant Signal Maintainer title. Upon completion of this additional 90-day period, the employee shall receive a third and final opportunity to pass a written test and/or practical examination for Signal Maintainer. If an employee passes the written test and/or practical examination, the employee shall automatically be progressed to the Signal Maintainer title. If the employee fails the written test and/or practical examination, he/she shall be dismissed from service.

- C. An employee who is progressed to the Signal Maintainer title shall be ineligible to transfer to another title for a minimum of two (2) years and shall be subject to the contractual six (6) month probationary period for promotions. If an employee does not pass probation, such employee may be considered for placement in another position within the Authority at Management's discretion, who's determination shall not be subject to the contractual grievance procedure.
- D. **Incumbent Helpers:** An employee who is currently serving in the title of Signal Helper and has more than one (1) year in title as of the date of full and final ratification of this Agreement shall be placed into the Assistant Signal Maintainer title. However, should an incumbent Signal Helper have more than three (3) years in the title as of the date of full and final ratification of the Agreement, he/she shall have the opportunity to take the written test and/or practical examination for Signal Maintainer. Should such employee elect to take the written test and/or practical examination and pass, he or she shall be placed into the Signal Maintainer title. If he/she does not pass the written test and/or practical examination, he/she shall be placed into the Assistant Signal Maintainer title.

An employee who is currently serving in the title of Signal Helper and has less than one (1) year in title as of the date of full and final ratification of this Agreement shall be treated in accordance with Rule 5, Paragraph A above, with previous service in title counting toward the one-year qualification period.

Rule 6 – Rates of Pay

Effective upon full and final ratification, the rates of pay for Signal Department employees shall be as follows¹:

¹ The rates of pay include the general wage increases set forth in Paragraph 2 of the Memorandum of Understanding.

<u>Title</u>	<u>Rate Hired Before 12/16/15</u>	<u>Rate Hired On or After 12/16/15</u>
Signal Helper	\$31.182058	\$29.103254
Assistant Signal Maintainer 1 st Year	\$33.260862	\$31.182058
Assistant Signal Maintainer 2 nd Year	\$35.339665	\$33.260862
Signal Maintainer 1 st Year	\$37.418469	\$35.339665
Signal Maintainer 2 nd Year	\$39.497273	\$37.418469
Signal Maintainer Top	\$41.576077	\$41.576077
 <u>All Appointees</u>		
Signal Foreman 1 st Year	\$43.477925	
Signal Foreman 2 nd Year	\$45.893365	
Signal Foreman Top	\$48.308805	

An Assistant Signal Maintainer who does not pass the written test and/or practical examination for Signal Maintainer at the end of the second year as an Assistant Signal Maintainer and who continues in service as an Assistant Signal Maintainer in accordance with Rule 6, Paragraph B above shall maintain the second year Assistant Signal Maintainer rate until such time that he/she either progresses to the Signal Maintainer title or separates from service with the Authority.

Incumbent Signal Maintainers with less than three (3) years of service in title upon full and final ratification shall be placed at the Signal Maintainer 1st year rate of pay and shall progress through 2nd year and top Signal Maintainer rate of pay based on the date of full and final ratification.

Incumbent Signal Maintainers with more than three (3) years of service in title upon full and final ratification shall continue in the Signal Maintainer progression based on their original date of service in title. For example, an incumbent Signal Maintainer at the 5th step in the wage progression at the time of full and final ratification will be placed at the 2nd year Signal Maintainer rate set forth above and shall continue to progress to top rate based on their original date of service in title.

Incumbent Helpers shall be placed at the Assistant Signal Maintainer 1st year rate of pay and shall progress based on the date of full and final ratification.

2. **Rule 27 (Seniority)**

Paragraph (b) shall be amended to provide that there will be four (4) seniority classes in the Signals Department as follows:

1. Signal Foreman
2. Signal Maintainer
3. Assistant Signal Maintainer
4. Signal Helper

The parties will continue to review Paragraphs a, c, d, e, f and g of this Rule and discuss any seniority issues that may arise as a result of this Agreement.

3. **Rule 37 (Basis of Promotion to Foreman)**

Rule 37 shall be replaced in its entirety with the following:

Signal Maintainers will be considered for promotion to Signal Foreman based on ability and seniority. Ability being sufficient, seniority will prevail. Signal Maintainers promoted to Signal Foreman shall be subject to the contractual six (6) month probationary period for promotions.

4. The parties will continue to review Rules 38, 39, 40, 41 and 42 and make any necessary changes resulting from the implementation of this Agreement.

Rules 43 and 71 shall be deleted.

5. The parties recognize that the transition to this new system may result in additional issues not addressed herein and agree to continue discussions as such issues arise.

APPENDIX B

CAR EQUIPMENT DEPARTMENT

As a result of the emergence of new technologies and the pending arrival of the R211 Fleet, the parties recognize the need to adapt to the changing needs of rolling stock maintenance within the Car Equipment Department. As such, the Consolidated Agreement for Shop Craft Employees shall be amended as follows:

A. Electrician and Carman Titles:

1. Effective upon full and final ratification, the titles of Electrician and Carman shall be consolidated into the title of Car Inspector.
2. All duties and functions of Electrician and Carman titles shall be incorporated into the consolidated title of Car Inspector.
3. The Car Inspector rates of pay shall be as follows¹:

	Rate Hired Before 12/16/15	Rate Hired On or After 12/16/15
1 st Year	\$31.182058	\$29.103254
2 nd Year	\$33.260862	\$31.182058
3 rd Year	\$35.339665	\$33.260862
4 th Year	\$37.418469	\$35.339665
5 th Year	\$39.497273	\$37.418469
6 th Year (Top)	\$41.576077	\$41.576077

B. Machinist Title:

The title of Machinist shall be maintained as a separate title from the Car Inspector title.

C. Road Car Inspector Title:

1. Effective upon full and final ratification, the titles of Road Car Inspector and Road Car Electrician shall be consolidated into the title of Road Car Inspector.
2. All duties and functions of the Road Car Inspector and Road Car Electrician titles shall be incorporated into the consolidated title of Road Car Inspector.
3. Employees in both the consolidated Car Inspector title and the Machinist title shall be eligible to promote to the consolidated Road Car Inspector title.
4. The Road Car Inspector rates of pay shall be as follows:

¹ The rates of pay for Car Inspector and Road Car Inspector include the general wage increases set forth in Paragraph 2 of the Memorandum of Understanding.

	Rate Hired Before 12/16/15	Rate Hired On or After 12/16/15
1 st Year	\$31.985502	\$29.853135
2 nd Year	\$34.117869	\$31.985502
3 rd Year	\$36.250236	\$34.117869
4 th Year	\$38.382602	\$36.250236
5 th Year	\$40.514969	\$38.382602
6 th Year (Top)	\$42.647336	\$42.647336

D. Incumbent Employees:

1. Incumbent employees in the titles of Electrician and Carman with less than fifteen (15) years of service with SIRTOA shall be placed in the consolidated Car Inspector title. SIRTOA shall provide the necessary training to learn the skills to qualify to become a Car Inspector.
2. Incumbent employees in the titles of Electrician and Carman with more than fifteen (15) years of service with SIRTOA may elect to be grandfathered in their Electrician or Carman title. Employees who elect to be grandfathered in their Electrician or Carman title shall maintain the contractual rate of pay for those titles. Such election shall be made in writing to SIRTOA, no more than 60 days after full and final ratification of this Agreement.
3. Incumbent employees in the title of Road Car Inspector and Road Car Electrician shall be placed in the consolidated Road Car Inspector title and are not eligible to be grandfathered in their current title. SIRTOA shall provide the necessary training to learn the skills to qualify to become a Road Car Inspector. In the event an employee does not qualify in the consolidated Road Car Inspector title, the employee will be returned to Car Inspector.
4. The SIRTOA practice of having a "Lead" position in the shop titles of Carman, Electrician and Machinist shall be eliminated. However, any incumbent employee who is in a "Lead" position shall maintain the \$1 differential, until such time he/she leaves such position.

- E.** The parties recognize that the transition from the current title structure to the consolidated shop titles will require ongoing dialogue, and the parties will continue to meet to discuss issues related to the implementation of this Agreement, including but not limited to the qualification and training of incumbent employees, transition timelines, seniority issues, lines of promotion and a review of the collective bargaining agreement to determine which rules may need to be amended to effectuate the implementation of this agreement.

APPENDIX C

TRANSPORTATION DEPARTMENT

1. Job Assignments and Filling of Vacancies

General Rule 2, Paragraphs e, f, g, h, i, j, k, l, m and n of the Conductors Agreement and General Rules 5, 6, 7, 8, 9, and 10 of the Engineers Agreement shall be eliminated and replaced with a system of picks. There shall be three (3) picks per year for Engineers and Conductors. All open job bids and bumping between picks shall be eliminated. Upon full and final ratification of this Agreement, the parties shall meet for a period of ninety (90) days to discuss and memorialize all issues and Agreements regarding the switch over from an open bid to a pick system. If after ninety (90) days the parties are unable to reach Agreement on the terms for the switch over, the current contract will remain in effect, unless the parties mutually agree to continue discussions.

2. Line Training Program

A Conductor or Engineer who is assigned to break in and give a newly hired or promoted employee instruction shall receive an extra time allowance of two (2) hours at his/her regular rate of pay on each day that he/she is so assigned.

There shall be a pool of Conductors and Engineers who are eligible to break in newly hired or promoted employees, the number of which will be determined by Management, with input from the Union. Conductors and Engineers who would like to participate in the program will have the opportunity to apply. Selection will be based on overall record and job performance, with seniority being given due consideration. It is understood that the purpose of the program is to provide effective training and instruction, and employees must show an aptitude to effectively carry out his/her training responsibilities. Management maintains the right to disqualify Engineers and Conductors from participating in the program if the individual is not performing satisfactorily.

Employees who volunteer for the program must perform line training work when a newly hired or promoted employee is assigned to them, and there shall be no right of refusal of a line training assignment once accepted into the program.

Once accepted into the program, an employee may opt out of the program if they no longer wish to participate. Employee's who opt out of the program will be restricted from reapplying for the program for a period of two (2) years.

3. Uniforms

The parties have agreed to continue their discussions on uniform allotments and items for Conductors and extending the requirement to wear a uniform to Engineers.

STIPULATION AND AGREEMENT

Stipulation and Agreement entered into this day, by and between the MTA Staten Island Rapid Transit Operating Authority and the New York City Transit Authority (hereinafter jointly referred to as the “Authority”) and Sheet Metal, Air, Rail and Transportation, Local 1440, Transportation Division (hereinafter referred to as the “Union”).

Whereas, the parties have had ongoing discussions and disputes with regard to the application of wage progressions under the collective bargaining agreement culminating in EPC 2 Grievance Form dated April 29, 2021 on behalf of its members regarding the manner in which the Authority applies wage progressions for interdepartmental transfers and promotions; and

Whereas, the Union claims that the Authority is in violation of Special Board of Adjustment Award dated March 17, 1995 in the case of Third Rail Foreman John Bassano; and

Whereas, the Authority disputes the Union’s claim that it is in violation of the above cited arbitration award and claims it has applied wage progressions in accordance with past practice; and

Whereas, in sound furtherance of labor relations, the parties have determined that it is in the best interests of both the Union and the Authority to resolve the above grievance on mutually acceptable terms, as set forth herein; and

It is hereby stipulated and agreed, by and between the parties hereto as follows:

- First:** The Union hereby withdraws with prejudice the instant EPC 2 Grievance Form dated April 29, 2021.
- Second:** The parties have agreed to resolve the personnel actions set forth in Appendix A and have also agreed to clarify and resolve all issues regarding the application of wage progressions for future personnel actions as set forth in this Agreement.
- Third:** For the personnel actions set forth in Appendix A, the Authority agrees to apply wage progressions based on time in service with the Authority. As soon as practicable, the Authority shall make all necessary retroactive wage adjustments and payments to reflect this understanding. These actions shall constitute full and final resolution of all claims through the date of full and final execution of this Agreement.
- Fourth:** For future personnel actions, the parties have agreed that wage progressions shall be applied in accordance with the terms set forth on Appendix B.
- Fifth:** Entering into this Stipulation shall not be construed as an admission by the Transit Authority that it has violated any provision of the collective bargaining agreement between the Transit Authority and the Union, nor shall it constitute a precedent for the determination of any other disputes between the Transit Authority and the Union.

In this regard it is expressly understood that the arrangement herein is predicated exclusively upon the special circumstances of this matter and shall not be construed to represent the policy or procedure of the Transit Authority. Furthermore, this Stipulation shall not be offered in evidence for any purpose or for any administrative, judicial or other proceeding except for the purpose of enforcing the obligation contained herein.

Dated: New York, New York
June _____, 2022

For NYCT/SIRTOA:

Kim Moore-Ward
Executive Vice President
Office of Labor Relations

David Franceschini
Senior Director, Collective Bargaining

Binu Thomas
Acting Vice President and Chief Officer

For SMART:

Thomas Wilson
General Chairman
General Committee, SIR

APPENDIX A

Name	Pass	Previous Title	New Title	Prom/Trans Date
G. Krokos	(S96135)	Track Worker	Track Worker Machinist	6/9/2019
M. Bavero	(S96168)	Track Worker	Track Worker Machinist	6/9/2019
N. Meola	(S96210)	Track Worker	Track Worker Machinist	3/6/2022
A. Davila	(S96213)	Track Worker	Track Worker Machinist	3/6/2022
E. Cacciamani	(S96215)	Track Worker	TrackWalker	1/30/2022
M. Umoh	(S96101)	Track Worker	Track Worker Foreman	12/19/2021
I. Lipetski	(S95942)	Equipment Maintainer	Sr Equipment Maintainer	12/20/2020
C. Li	(S96048)	Signal Helper	Signal Maintainer	3/11/2018
J. Graziano	(S96065)	Signal Helper	Signal Maintainer	4/22/2018
S. Samlal	(S96029)	Signal Helper	Signal Maintainer	4/22/2018
T. Grillo	(S96136)	Signal Helper	Signal Maintainer	4/25/2021
N. Jaslow	Resigned	Signal Helper	Signal Maintainer	4/25/2021
J. Meola	(S96138)	Signal Helper	Signal Maintainer	4/25/2021
P. Filipenko	(S96096)	Rail Helper	Rail Maintainer	3/28/2021
B. Vashey	(S96153)	Rail Helper	Rail Maintainer	3/28/2021
E. Katheis	(S96154)	Rail Helper	Rail Maintainer	3/28/2021
C. Compton	(S96170)	Rail Helper	Rail Maintainer	2/6/2022
A. Isaac	(S96192)	Rail Helper	Rail Maintainer	2/6/2022
D. Ring	Resigned	Track worker	General Mechanic	6/9/2019
N. Arnold	Resigned	Track Worker	General Mechanic	6/9/2019
C. Fusco	(S96198)	Track Worker	General Mechanic	6/9/2019
J. Pozo	(S96134)	Track Worker	General Mechanic	11/26/2017
J. Pavelcak	(S95918)	Track Worker	General Mechanic	11/26/2017
M. Antonelli	(S96288)	Track Worker	General Mechanic	5/16/2021
C. Rivera	(S96210)	Track Worker	Track Walker	4/10/2022

APPENDIX B

Wage Progression:

- A. Employees who are promoted, as defined below, shall receive the entry rate of pay for the promotional title, or, if their current rate of pay is higher than the entry rate of pay for the promotional title, shall slot into the wage progression of the promotional title at the next highest step in the progression above their current rate of pay. The appointment date into the promotional title shall be the anniversary date for the purpose of future step increases.
- B. Employees who transfer from one title to another, as defined below, shall maintain their progression step in the new title. For example, an employee who is at 4th year rate in his/her current title and transfers to another title shall maintain fourth year rate in the new title, and the employee's anniversary date for the purpose of future step increases shall remain the date of appointment to the original pre-transfer title.
- C. Appointment to the Foreman title shall be classified as a promotion. The wage progression for Foreman shall be amended as follows:

1 st Year	90%
2 nd Year	95%
3 rd Year	100%.

Relief Foremen will receive wage progression rates under the same terms as permanent Foremen while serving in the Relief Foreman title. The parties will continue discussions on finalizing its agreement regarding appointing Relief Foremen to permanent Foremen vacancies and service credit for Relief Foremen for wage progression purposes in the event of permanent appointment to Foreman.

- D. All Track Worker titles (Trackworker, Trackwalker, Track Specialist) shall be considered one title series for the purpose of wage progression. Each title will have its own wage progression schedule based on top rate for that title, but an employee's step rate while working in that title will be based on years of service within the Trackworker title series.
- E. The Machinist, Car Inspector and Road Car Inspector titles shall be considered one title series for the purpose of wage progression. Each title will have its own wage progression schedule based on top rate for that title, but an employee's step rate while working in that title will be based on years of service within these titles.
- F. Employees who move from the Transportation Department to the Maintenance Department, and vice versa, after applying for a Personnel Action Notice for which they meet the underlying qualifications, shall be considered neither a promotion nor a transfer for wage progression purposes. Instead, such employees shall be considered new employees for wage progression purposes. However, if an employee's current rate of

pay is higher than the entry rate of pay for his/her new title, the employee shall slot into the wage progression of the new title at the next highest step in the progression above his/her current rate of pay.

Promotions and Transfers:

A. Promotions shall generally be classified as an appointment from one title to another title of higher responsibility. The following actions shall be considered promotions:

- Cleaner to any title
- Helper to Maintainer/Mechanic
- Trackworker to Maintainer/Mechanic
- Maintainer/Mechanic to Foreman
- Equipment Maintainer to Senior Equipment Maintainer

B. Transfers shall generally be classified as an appointment from one title to another title of similar responsibility. The following actions shall be considered transfers:

- Like title of one trade to like title of another trade (ie Maintainer/Mechanic to Maintainer/Mechanic, Helper to Helper, Foreman to Foreman). For the purpose of this provision, Maintainer shall include Car Inspectors and Machinists.
- Trackworker to Helper and vice versa.

C. The parties will continue to review titles and identify and clarify the classification of personnel actions that do not clearly fit into the above specified definitions and/or specified actions.