# MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is made by and between the NEW YORK CITY TRANSIT AUTHORITY and the MANHATTAN AND BRONX SURFACE TRANSIT OPERATING AUTHORITY (hereinafter collectively referred to as the "Authority") and the COMMUNICATION WORKERS OF AMERICA, LOCAL 1180 (hereinafter referred to as the "Union" or "CWA, Local 1180").

It is mutually agreed that the collective bargaining agreement between the Union and the Authority shall be amended further as follows<sup>1</sup>:

#### 1. <u>TERM</u>:

This Agreement shall continue in effect from May 6, 2018 through December 31, 2021.

# 2. ADMINISTRATIVE MANAGER (REPRESENTED) TITLE:

The parties agree to change the current title of Administrative Manager (Non-Managerial) to Administrative Manager (Represented) for collective bargaining purposes.

#### 3. GENERAL WAGE INCREASES:

The wage rates for employees represented by the Union shall be increased as follows<sup>2</sup>:

Effective Date(s):	Increase:
May 6, 2018	2.00%
May 6, 2019	2.25% compounded
October 6, 2020	3.00 % compounded

#### 4. <u>SALARY RANGE/STEP INCREASES – ADMINISTRATIVE MANAGER</u> (<u>REPRESENTED</u>):

Effective October 6, 2018, the minimum rate of pay for the title of Administrative Manager (Represented) shall be increased to \$66,300 as set forth in Appendix A. The new minimum rate shall also be increased by subsequent general wage increases as set forth in Paragraph 3 above.

Effective October 6, 2018, a new step increase plan for new hires and incumbent employees shall be instituted for the title of Administrative Manager (Represented) as set forth in

<sup>&</sup>lt;sup>1</sup> Approval is required by CWA, Local 1180's Executive Board and ratification by CWA, Local 1180's membership, in addition to approval by the MTA Board.

<sup>&</sup>lt;sup>2</sup> Recurring Increment Payments and Experience Differentials automatically increase with general wage increases, whereas Longevity Increments do not increase with general wage increases.

Appendix A. The new step rates shall be increased by subsequent general wage increases as set forth in Paragraph 3 above. Incumbent employees will be slotted into the step schedule based on their years of service in title. Incumbent employees earning equal to or greater than the minimum step rate based on their years of service shall not be eligible for a step increase but shall be eligible for future general wage increases.

### 5. ANNUITY FUND:

- (a) **Principal Administrative Associate** Effective January 1, 2019, the annuity fund payment shall be increased from \$522.00 to \$526.14 for employees in the title of Principal Administrative Associate.
- (b) Administrative Manager (Represented) Effective January 1, 2019, a new annuity fund payment in the amount of \$526.14 shall be established for employees in the title of Administrative Manager (Represented).

## 6. <u>RECURRING INCREMENT PAYMENT (RIP)</u>:

Effective March 6, 2020 employees in the title of Administrative Manager (Represented) shall be entitled to recurring increment payments on the same basis as employees in the title of Principal Administrative Associate.

### 7. LONGEVITY INCREMENT:

- (a) **Principal Administrative Associate** Effective March 6, 2020, the current 15-year longevity increment shall be increased from \$925 to \$1000.
- (b) Administrative Manager (Represented) Effective March 6, 2020, a new 15-year longevity increment in the amount of \$1000 shall be established for employees in the title of Administrative Manager (Represented).
- 8. <u>TRAINING FUND</u>:

Effective December 6, 2021, the current training fund payment shall be increased from \$25 to \$100 for employees in all titles covered by the collective bargaining agreement.

### 9. LABOR MANAGEMENT COMMITTEE:

A Labor/Management Committee shall be established to discuss career path opportunities for employees in the title of Administrative Manager (Represented), including exploring the feasibility of creating a Level II for Administrative Manager (Represented).

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

#### 11. CONTINUATION OF TERMS

Except as otherwise expressly provided in or modified by this Agreement, all provisions, Stipulations and side letters attached to the 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 have set their hands and seals as of the  $31^{5+}$  day of January , 2022.

Craig Cipriano, Interim President Date New York City Transit Authority

Kim Moot e-Ward.

Deputy Chief People and Labor Relations Officer

1/31/22

David Franceschini, Senior Director Date Collective Bargaining

Gloria Middleton, President Date Communication Workers of America, Local 1180