

## **MEMORANDUM OF UNDERSTANDING**

AGREEMENT made between the NEW YORK CITY TRANSIT AUTHORITY (the "Authority") and the ORGANIZATION OF STAFF ANALYSTS (the "Union").

It is mutually agreed that the collective bargaining agreement between the Authority and the Union be amended as follows:

### **1. Term of Agreement**

This Agreement shall commence on October 1, 2010 and continue through September 30, 2017.

### **2. General Wage Increase**

Effective April 1, 2012, the annual salary in effect on March 31, 2012 shall be increased by one (1%) percent.

Effective April 1, 2013, the annual salary in effect on March 31, 2013 shall be increased by one (1%) percent.

Effective April 1, 2014, the annual salary in effect on March 31, 2014 shall be increased by one (1%) percent.

Effective April 1, 2015, the annual salary in effect on March 31, 2015 shall be increased by one and one-half (1.5%) percent.

Effective April 1, 2016, the annual salary in effect on March 31, 2016 shall be increased by two and one-half (2.5%) percent.

Effective April 1, 2017 the annual salary in effect on March 31, 2017 shall be increased by three (3%) percent.

Minimum and maximum salary ranges shall be adjusted by the above general wage increases. The new hire salary shall continue to be fifteen percent (15%) below the minimum incumbent salary

Retroactive wage increases shall be granted only to employees who at the time of full and final ratification were incumbents and only for service performed during the effective periods. Employees, who, during the above periods were laid off, retired, died; or who were dismissed and subsequently reinstated/rehired with seniority restored shall be entitled to the above increases on a prorata basis for service performed during the effective periods.

3. Lump Sum Payment

A lump sum cash payment in the amount of \$1,000, shall be payable as soon as practicable upon full and final ratification of the Agreement to those employees who are on payroll as of the date of ratification. The lump sum shall be pensionable and shall not be part of employee's base salary.

4. Additions to Gross

The three (3%) percent general wage increase effective April 1, 2017, provided in paragraph 2 above, shall be applied to longevity payments effective on the same date.

5. Leave of Absence Without Pay

Article XX, Section B of the parties' Collective Bargaining Agreement shall be amended to include the following:

In the event that the Department denies a request for leave of absence without pay, upon request from the Union, the denial shall be reviewed by the Sr. Director of Labor Relations, Administrative Trials & Hearings, or designee, and a representative designated by the Union. Any decision to overturn a denial, must be mutually agreed upon by the parties. Absent mutual agreement, the decision of the Department shall stand and shall not be subject to any dispute resolution procedures including grievance and arbitration.

6. Ratification

This Agreement shall not become effective until it has been ratified by the Metropolitan Transportation Authority Board and the Union Membership.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFORE, 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 this 10<sup>th</sup> day of December 2015.

For: New York City Transit Authority

For: Organization of Staff Analysts

By: Christopher J. Johnson 12/10/15  
Christopher J. Johnson Date  
Vice President  
Office of Labor Relations

By: Robert J. Croghan 12/10/15  
Robert J. Croghan Date  
Chairperson

David Franceschini 12/10/15  
David Franceschini Date  
Senior Director  
Collective Bargaining

Patricia Lynch 12/10/15  
Patricia Lynch Date  
OSA Special Representative to  
New York City Transit Authority