



September 16, 2024

Philip Valenti, President
Transport Workers Union
Local 106 (TSO)
5768 Mosholu Avenue
Bronx, NY 10471

Re: New York State Paid Family Leave

Dear Mr. Valenti:

This is to confirm the parties' agreement regarding New York State Paid Family Leave (NYSPFL). Pursuant to the April 6, 2023 Letter Agreement, the parties agreed not to include NYSPFL in the MOU for the 2021-2024 round of bargaining; however, in the event it does get implemented for TWU Local 100, it would be implemented for the TSO OA, Queens, MSII and MTA Bus Units.

Recently, the Authority entered into an Agreement with the Transport Workers Union, Local 100 that provided for an alternative benefit to NYSPFL as follows:

Maternity / Paternity Leave will increase from two (2) Company-paid weeks to four (4) Company-paid weeks, including multiple births. In addition to Maternity / Paternity Leave, birth mothers shall receive Company-paid Recovery Leave for the first eight (8) weeks following the birth of the child(ren), which shall occur prior to Maternity /Paternity Leave. All other rules and procedures currently in effect for the utilization of Maternity/Paternity Leave shall continue to apply.

The above benefits shall be available at no cost to members and are in lieu of and satisfy the parties' prior agreement regarding NYS Paid Family Leave.

As a result of our discussion, the parties have agreed to adopt the above provision for members of the Union, which will be effective upon full and final execution of this Agreement for future births/adoptions.

In addition, the Union has raised a contractual claim that this provision should be retroactive for births/adoption occurring on or after July 19, 2023, which was the date of full and final ratification of the TWU, Local 100 Agreement. The parties have agreed to the following in resolution of the Union's contractual claim:

1. On an ad hoc, non-precedential basis, certain employees were granted the additional leave benefits set forth above for births/adoptions on or after July 19, 2023 and prior to the finalization of this Agreement. As such, no further action shall be taken for such employees. Paragraphs 2 and 3 below apply to employees who were not previously granted the additional leave benefits.
2. For paternity and non-birth mother related maternity cases for births/adoptions on or after July 19, 2023, where an employee did not use additional time and leave benefits beyond the existing two (2) weeks of maternity/paternity leave, such employees shall be eligible for two (2) additional weeks of maternity/paternity leave in the form of a non-

pensionable cash-out. Employees that utilized time and leave benefits beyond the existing two (2) weeks of maternity/paternity leave shall also be eligible for two (2) additional weeks of maternity/paternity leave in the form of a non-pensionable cash-out. As such, any paid time that was utilized shall not be returned to the employee's leave banks.

In the event an employee took unpaid leave that would have fallen within the additional two (2) week maternity/paternity leave period, those days, up to a maximum of two (2) weeks, shall be converted to maternity/paternity leave in the employee's timekeeping record and paid as a regular payroll check. In the event the employee took less than two (2) weeks of unpaid leave that would have fallen within the additional two (2) week period, the balance of days shall be paid as a non-pensionable cash-out.

3. Birth mothers for births on or after July 19, 2023 shall be eligible for eight (8) weeks of recovery leave and two (2) additional weeks of maternity leave. Any sick leave or other time and leave benefits that was utilized during the eight (8) week recovery leave period shall be returned to the employee's leave banks. Any unpaid leave during the recovery leave period shall be converted to paid recovery leave and paid as a regular payroll check.

The additional two (2) weeks of maternity leave shall be paid in the form of a cash-out. As such, any paid time that was utilized for maternity leave shall not be returned to the employee's time and leave banks.

In the event an employee took unpaid leave that would have fallen within the additional two (2) week maternity leave period, those days, up to a maximum of two (2) weeks, shall be converted to maternity/paternity leave in the employee's timekeeping record and paid as a regular payroll check. In the event the employee took less than two (2) weeks of unpaid leave that would have fallen within the additional two (2) week period, the balance of days shall be paid as a non-pensionable cash-out.

4. In the event there are cases with unforeseen circumstances that fall outside of the parameters set forth in paragraphs 1, 2 and 3 above, the parties will meet to discuss resolution on a case-by-case basis.

This agreement shall satisfy the Authority's obligation with regard to the implementation of NYSFPL.

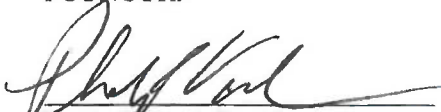
If the above reflects your understanding, please sign below.

Sincerely,



Anita L. Miller
Chief Employee and Labor Relations Officer

I CONCUR:


Philip Valenti, President