

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made by and between the MTA Bus Company (hereinafter "MTA Bus" or the "Company") and the Transport Workers Union, Local 106, TSO (MTA Bus Unit) (hereinafter "TSO" or the "Union").

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

### TERM:

This agreement shall continue in effect from September 1, 2018 through December 31, 2020.

### GENERAL WAGE INCREASES:

The wage rates for employees represented by the Union shall be increased as follows:

Effective Date(s):	Increase:
September 1, 2018	2.50%
October 1, 2019	2.50%

### RATE ADJUSTMENTS:

Effective December 31, 2020, the rates of pay for all titles shall be adjusted by 2.5%. For the purposes of implementation, there shall be no retroactive pay for this rate adjustment, and this rate adjustment will be paid prospectively as of the date of full and final ratification.

### LUMP SUM PAYMENT:

Effective November 1, 2020, 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.

### WAGE PROGRESSION:

New promotes and new hires into titles represented by the Union on or after the date of ratification of this agreement shall progress to top rate of pay as follows:

1 <sup>st</sup> year	86% of top rate
2 <sup>nd</sup> year	88% of top rate
3 <sup>rd</sup> year	90% of top rate
4 <sup>th</sup> year	92% of top rate
5 <sup>th</sup> year	94% of top rate
Upon completion of 5 <sup>th</sup> year	Top rate of 100%

The parties acknowledge and agree that employees who are not currently at the top rate of pay will be grandfathered into the terms of the wage progression they were in when they were hired.

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<sup>1</sup> This agreement is subject to ratification by the membership of the Union, in addition to approval by the MTA Board.

LONGEVITY:

Effective September 1, 2019, the Employer shall provide longevity payments to eligible employees, as follows:

- a) An employee with thirty (30) or more years of continuous service shall receive an annual payment of five hundred dollars (\$500.00), computed on a biweekly basis.
- b) An employee with twenty-five (25) but less than thirty (30) years of continuous service shall receive an annual payment of four hundred dollars (\$400.00) computed on a biweekly basis.
- c) An employee with twenty (20) but less than twenty-five (25) years of continuous service shall receive an annual payment of three hundred dollars (\$300.00) computed on a biweekly basis.
- d) An employee with fifteen (15) but less than twenty (20) years of continuous service shall receive an annual payment of two hundred dollars (\$200.00) computed on a biweekly basis.

Entitlement for the longevity shall be based upon the anniversary date of the individual who meets the stated criteria and shall be computed bi-weekly in accordance with his/her years of service.

Upon full and final ratification of the agreement, longevity payments due to employees for the retroactive period from September 1, 2019 through October 31, 2020 shall be paid in one lump sum. Thereafter, payments will be made in a lump sum on the last payroll period in December. Employees who resign, die, retire or are promoted to a title that does not receive longevity payments before the payment for longevity is made will be paid a pro-rata share of the longevity payment based on the number of days the employee was in paid status during the eligible year.

NIGHT DIFFERENTIAL:

Effective September 1, 2019, the night shift differential rates shall be increased by five percent (5%).

HEALTH AND WELFARE BENEFITS:

- A. Pursuant to the collective bargaining agreement, the Union and the Authority agreed to maintain the level of health benefits. 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 NYS 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 of providers and quality care. As such, the parties agree that the conversion to the PPO network will be effectuated as soon as practicable.

- C. The new Dental and Vision Plan of Benefits shall be amended to provide coverage for dependent children through age 26. For Orthodontia, coverage shall be to age 23, however if a child is fully banded prior to age 23, coverage shall extend to age 26.<sup>2</sup>
- D. Retiree New Vision Plan Eligibility. TSO members who retired on or after January 1, 2018, will be included in the enhanced Vision Plan.<sup>3</sup>

#### GRIEVANCE & DISCIPLINE COMMITTEE

The parties will convene a Grievance and Discipline Joint Labor-Management Committee to discuss the following items:

- a) Grievance Procedure
- b) Probationary Discipline
- c) Drug & alcohol Policy
- d) Off-duty DWI/DUI
- e) "D" Randoms

#### UNIFORM COMMITTEE

The parties agree that they will convene a Joint Labor Management Committee to review and discuss supervisor uniforms.

#### DEPARTMENTALS

The parties further agreements regarding departmental issues are attached hereto as Appendix A.

#### OTO PILOT PROGRAM

The parties agreement regarding an OTO Pilot Program is attached as Appendix B

#### NEW TECHNOLOGY

The parties agree to create a Joint Labor-Management Committee with the goal of working collaboratively on the use of new technologies.

#### GENERAL APPLICABILITY

The MTA will inform its support Departments (i.e., Pensions, Business Service Center, Workers Compensations, Procurement, et al.,) of the terms of this Agreement and of the Support Departments' obligations to honor the terms of the Agreement with the Union. Unless otherwise specified, the effective date for all provisions contained herein shall be the ratification date by the MTA Board.

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<sup>2</sup> This item was previously implemented and the parties agreed to memorialize and account for this provision in this Agreement.

<sup>3</sup> This item was previously implemented and the parties agreed to memorialize this provision in this Agreement.

CONTINUATION OF TERMS

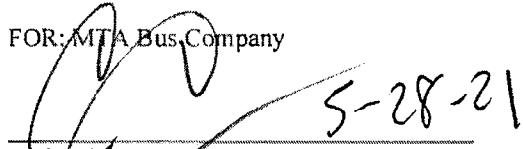
Except as otherwise expressly in or modified by this Agreement, all provisions, Stipulations and Side Letters attached to the previous Collective Bargaining Agreements, as amended, shall continue in effect.

**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.**

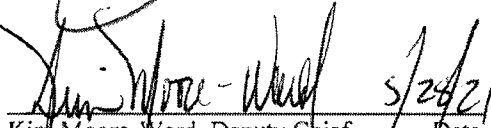
IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the 28<sup>th</sup> day of May, 2021.

FOR: MTA Bus Company

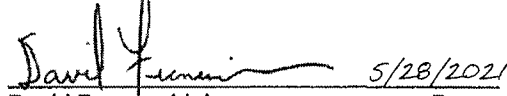
FOR: TWU Local 106

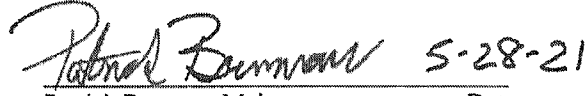
  
\_\_\_\_\_  
Craig Cipriano, President Date

  
\_\_\_\_\_  
Vincent Modafferi, President Date

  
\_\_\_\_\_  
Kim Moore-Ward, Deputy Chief Date  
People and Labor Relations Officer

\_\_\_\_\_  
Robert Elznic, Transportation Date  
Chairman

  
\_\_\_\_\_  
David Franceschini, Date  
Senior Director, Collective Bargaining

  
\_\_\_\_\_  
Patrick Brennan, Maintenance Date  
Chairman

**APPENDIX A  
DEPARTMENT OF BUSES  
AGREEMENT**

**MAINTENANCE:**

1. The work week in the Facilities, Revenue and Maintenance Departments shall consist of five (5) consecutive days of eight (8) hours each. The current work schedules (prior to the 2020 General Pick) for supervisors in these departments shall be amended from 8 ½ hours per day to 8 hours per day, which shall include a ½ hour paid lunch, as it currently exists in the TSO TA and OA bargaining units. Non-productive paid time during a regular eight (8) hour tour shall be limited to two (2) ten (10) minute rest periods during a shift. Current practices as to when employees take the thirty (30) minute lunch period and two (2) ten (10) minute breaks during the course of the work day at the various work locations shall continue.
2. The Department of Buses will extend the current voluntary defensive driving course benefit to Transportation Department and Maintenance Department supervisors in MTA Bus who are required to maintain a CDL license on the same basis that it is currently offered to supervisors in the NYCT Transportation Department.

**TRANSPORTATION:**

3. The Department of Buses will reimburse a Dispatcher up to four (4) hours straight time pay for one court appearance related to any instance wherein the Dispatcher has received a traffic violation related to the operation of an Authority vehicle and has been fully exonerated by a court of competent jurisdiction. The Dispatcher must submit proof satisfactory to the Authority that the charges have been completely dismissed.

4. Bus Command Center (BCC) Accident Desk and Base Radio Desk Consolidation

The Parties agree to the consolidation of the OA and MTA Bus Accident Desk and Base Radio Desk. In conjunction with the 2022 MTA Bus General Pick, the OA Accident Desk and Base Radio Desk operations shall assume the duties and functions of the MTA Bus Accident Desk and MTA Bus Base Radio Desk. The Parties agree that no TSO represented MTA Bus Dispatchers will be laid-off as a result of the transfer of these functions.

## **APPENDIX B OTO PILOT PROGRAM**

Where an employee is entitled to receive overtime pay, at the employee's option, he/she may elect to accumulate up to one hundred and eight (108) hours of OTO time, in lieu of receiving pay for overtime worked.

OTO time will be accumulated at the rate of 1 1/2 hours for each hour of overtime worked up to a maximum of 108 hours at any time, and may be carried over from year to year.

Use of banked OTO time as paid time off shall be within the limits established in Article 25 (Single Day Leave Quota) of the Collective Bargaining Agreement. Utilization of such banked time beyond these established quotas must be approved by Management. OTO time shall be used in increments of whole days only. The annual cap of OTO usage per employee shall be 120 hours per calendar year.

Employees may cash-out banked OTO time on a quarterly basis. Employees who elect to cash-out OTO time must submit such selection on a form to be supplied by the Authority no later than the last day of the final full pay period of the quarter. Cash-out payments shall be received in the pay check for the first full pay period of the following quarter.

The Parties will monitor the program to ensure that the Pilot Program is not negatively affecting the overall employee availability of the bargaining unit. The Company retains the right to terminate the program at any time, subject to the following: At the conclusion of twelve (12) months, the Company will meet with the Union to discuss and evaluate the program and its impact on overall employee availability prior to terminating or continuing the program. Following such discussions, if the Company determines to terminate the program, it shall provide the Union with sixty (60) days notice of such termination. If the Company determines to continue the program, it reserves the right to end the pilot program at any time thereafter if overall employee availability levels do not maintain, or, in the event availability declined during the first twelve (12) months, improve.



May 28, 2021

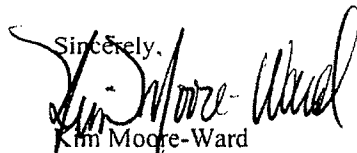
Vincent Modafferi, President  
Transport Workers Union  
Local 106 (TSO)  
5768 Mosholu Avenue  
Bronx, NY 10471

Dear Mr. Modafferi:

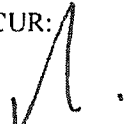
This letter is to memorialize our discussions during the 2018 – 2020 round of bargaining between the TSO Local 106 Operating Supervisory Unit/CRT Supervisory Unit, the TSO Local 106 Queens Supervisory Unit, the TSO Local 106 MTA Bus Supervisory Unit, the New York City Transit Authority, MaBSTOA and the MTA Bus Company regarding outstanding cash amounts available to the Union in the amount of \$103,000. After discussions, the parties agreed that the outstanding cash amounts for each of the bargaining units would be combined and may be applied to any of the bargaining units for mutually agreed upon purposes. The parties agree that addressing the MTA Bus pension issue applicable to members who have prior service time in the Liberty Lines Pension Plan may be an acceptable use of such funds, provided that all associated costs are fully funded.

This letter is also to memorialize the parties understanding regarding additional release time for the MTA Bus Maintenance Chairman, who by contract receives three (3) days of paid release time per week. The parties agree to extend the terms of the February 8, 2019 letter agreement while the parties continue their discussions in the next round of bargaining, which are expected to begin later this year. It is also agreed that \$10,000 of annual recurring left-over funding from the 2018-2020 round of bargaining will be carried over into the next round of bargaining and applied toward any permanent contractual resolution for additional release time for the MTA Bus Maintenance Chair.

If the above reflects your understanding, please sign below.

Sincerely,  
  
Kim Moore-Ward  
Deputy Chief People and Labor Relations Officer  
New York City Transit

I CONCUR:

  
\_\_\_\_\_  
Vincent Modafferi, President  
Transport Workers Union Local 106 (TSO)



## New York City Transit

May 28, 2021

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

Dear Mr. Modafferi:

This letter is to memorialize our discussions during the 2018 – 2020 round of bargaining between the TSO Local 106 Operating Supervisory Unit/CRT Supervisory Unit, the TSO Local 106 Queens Supervisory Unit, the TSO Local 106 MTA Bus Supervisory Unit, the New York City Transit Authority, MaBSTOA and the MTA Bus Company regarding the following issues, which the parties determined not to include in the collective bargaining agreement and/or for which the parties have agreed to continue discussions:

Cash-Out Deferrals:

The parties engaged in discussions regarding providing additional opportunities for employees to make a special deferral to an employee's Deferred Compensation Plan (401k/457) for designated cash-outs, ie vacation cash-outs, and the parties have agreed to continue those discussions.

Women's Issues:

The parties agree to continue their discussions on the following women's issues:

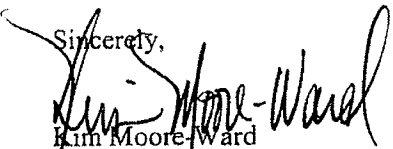
- 1) Expression of breast milk locations
- 2) Consideration of pregnancy related absences and chronic absenteeism charges
- 3) Policies and procedures for reasonable accommodations
- 4) Domestic violence prevention awareness
- 5) Availability and distribution of a "Work pay Status" letter upon request of a pregnant employee

Buses:

The parties agree to continue their discussions on expanding the Mentors Program for Dispatchers.

If the above reflects your understanding, please sign below.

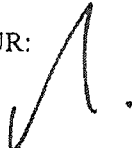
Sincerely,



Kim Moore-Ward

Deputy Chief People and Labor Relations Officer  
New York City Transit

I CONCUR:



Vincent Modafferi, President  
Transport Workers Union Local 106 (TSO)





May 28, 2021

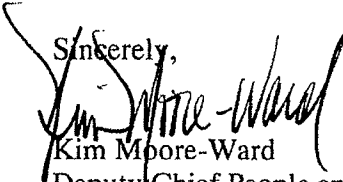
Vincent Modafferi, President  
Transport Workers Union  
Local 106 (TSO)  
5768 Mosholu Avenue  
Bronx, NY 10471

**Re: Union Security, Check-Off and Agency Shop Provisions**


Dear Mr. Modafferi:

This is to confirm the parties' discussions regarding Collective Bargaining Agreement (CBA) provisions between the TSO Local 106 Operating Supervisory Unit/CRT Supervisory Unit, the TSO Local 106 Queens Supervisory Unit, the TSO Local 106 MTA Bus Supervisory Unit, the New York City Transit Authority, MaBSTOA and the MTA Bus Company addressing the above references topics. During the course of negotiations over the 2018 – 2020 Memoranda of Understanding, the United States Supreme Court issued its decision in Janus V. American Federation of State, County, and Municipal Employees, Council 31, and the parties discussed amending the CBA provisions as a result of the Janus decision. While recognizing portions of the CBA provisions will require revision, it was agreed to leave these sections unchanged as the MTA and its Unions continue to address issues related to the implementation of the Janus decision. While it is the intent of all parties to comply with the requirements of the Janus decision, it was agreed that amendments to existing contractual Union Security and Check-Off clauses in all TSO Collective Bargaining Agreements with MTA Agencies will be handled on a global basis, including these bargaining units.

If the above reflects your understanding, please sign below.

Sincerely,  
  
Kim Moore-Ward  
Deputy Chief People and Labor Relations Officer  
New York City Transit

I CONCUR:

  
\_\_\_\_\_  
President  
Vincent Modafferi; Transport Workers Union, Local 106 (TSO)