

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made by and between the Manhattan and Bronx Surface Transit Operating Authority (hereinafter "NYCT" or the "Authority") and the Transport Workers Union, Local 106, TSO (**Operating Supervisory Unit and Coin Retriever Technician Unit**) (hereinafter "TSO" or the "Union").

It is mutually agreed that the collective bargaining agreement between the Authority and the Union shall be amended as follows¹:

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%

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.

LONGEVITY:

Effective September 1, 2019, the current longevity schedule shall be increased by \$100 per step (\$450; \$550; \$650; \$750).

MAINTENANCE BONUS:

Commencing in 2019 the maintenance bonus, currently payable in April of each year, shall be increased from \$600 to \$650 for those maintenance titles currently receiving such bonus. Effective upon full and final ratification, the maintenance bonus shall now be payable in December of each year based on those employees in title as of December 1st of that year. In order to transition to this new payment schedule, the parties agree that for 2021, eligible employees shall receive the regular maintenance bonus of \$650 in April, and shall also receive a one-time pro-rated maintenance bonus of \$435 in December 2021. Eligible employees who received the maintenance bonus in the amount of \$600 in April of 2019, 2020 and 2021 will receive an additional \$50 for each year.

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

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 26.²
- D. Retiree New Vision Plan Eligibility. TSO members who retired on or after January 1, 2018, will be included in the enhanced Vision Plan.³

RAILROAD COMMUTATION PASS:

Commutation privileges on MTA commuter rails will be extended to employees residing within the five (5) boroughs consistent with the existing privileges extended to employees residing outside of the (5) boroughs.

INSTRUCTIONS/COURT/INVESTIGATIONS

Article 6 and Article 7 shall be amended to provide that, when an employee is required to report for staff meetings, schooling or other group instruction, or to attend hearings or investigations outside of his/her regular scheduled tour of duty, he/she shall be allowed OTO time or cash payment at the overtime rate equal to the number of hours actually spent in such meeting, class, hearing, or investigation.

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

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

GRIEVANCE & DISCIPLINE COMMITTEE

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

- a) Grievance Procedure
- b) Revisions to and continuation of the current Discipline Reduction Pilot Program
- c) Probationary Discipline
- d) Drug & alcohol Policy
- e) Off-duty DWI/DUI
- f) "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 and 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.

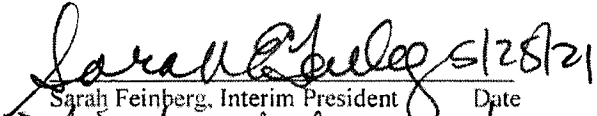
CONTINUATION OF TERMS


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.

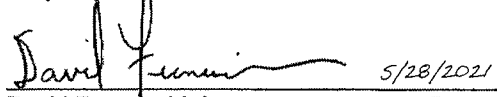
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION, WHETHER BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFORE, TO PERMIT ITS IMPLEMENTATION SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL. IT IS FURTHER 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 28th day of May, 2021.

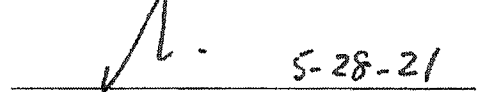
FOR: NYCT


 5/28/21
Sarah Feinberg, Interim President Date


 5/28/21
Kim Moore-Ward, Deputy Chief Date
People and Labor Relations Officer

 5/28/2021
David Franceschini, Date
Senior Director, Collective Bargaining

FOR: TWU Local 106

 5-28-21
Vincent Modafferi, President Date

 5-28-21
Michael Lawson, Transportation Date
Chairman

 5/28/21
Dennis Bottomley, Maintenance Date
Chairman

**APPENDIX A
DEPARTMENT OF BUSES
AGREEMENT**

DEPARTMENT OF BUSES:

1. Utilization of OTO time in the Department of Buses shall be limited to 120 hours per calendar year. Single day vacation/AVA/OTO quotas shall remain unchanged.
2. The Department of Buses will extend the current voluntary defensive driving course benefit to DOB Maintenance Department employees who are required to maintain a CDL license on the same basis that it is currently offered to supervisors in the 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 understand that current agreements and/or practices regarding BCC work distribution between the SSSA and the TSO remain unchanged as a result of this agreement.

PLANT AND EQUIPMENT:

5. New promotees and new hires into the title of Line Supervisor (P&E) on or after the date of ratification of this agreement shall progress to top rate of pay as follows:

1 st year	84%
2 nd year	84%
3 rd year	84%
4 th year	86%
5 th year	88%
Upon completion of 5 th year	Top rate of 100%

Incumbent employees in the title of Line Supervisor (P&E) who are currently in the 1st or 2nd year of the wage progression shall be increased to the 84% rate effective upon full and final ratification and shall continue at the 84% rate until such time they reach 4th year rate.

**APPENDIX B
DIVISION OF SECURITY
AGREEMENT**

1. Effective upon full and final ratification of this Agreement, the 2004 – 2007 Memorandum of Understanding, Division of Security, departmental agreement shall be amended as follows: NYC Transit will provide a \$300 per year allowance for the maintenance of uniforms.
2. Effective upon full and final ratification of this Agreement, Transit Property Protection Supervisors who are required to possess a security guard license, shall be reimbursed for the bi-annual renewal fee up to a maximum of \$25.00 per renewal. Reimbursements will be processed on an annual basis, during the first quarter.



May 28, 2021

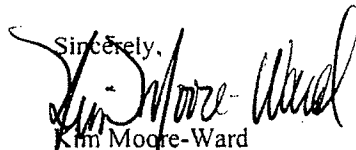
Vincent Modafferi, President
Transport Workers Union
Local 106 (TSO)
5768 Mosholu Avenue
Bronx, NY 10471

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.

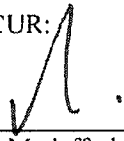
This letter is also to memorialize the parties understanding regarding additional release time for the MTA Bus Maintenance Chairman, who by contract receives three (3) days of paid release time per week. The parties agree to extend the terms of the February 8, 2019 letter agreement while the parties 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:

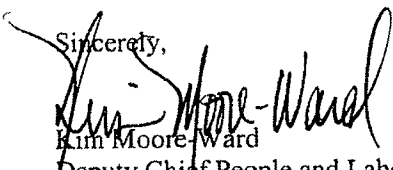
- 1) Expression of breast milk locations
- 2) Consideration of pregnancy related absences and chronic absenteeism charges
- 3) Policies and procedures for reasonable accommodations
- 4) Domestic violence prevention awareness
- 5) Availability and distribution of a "Work pay Status" letter upon request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

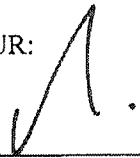
Sincerely,



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

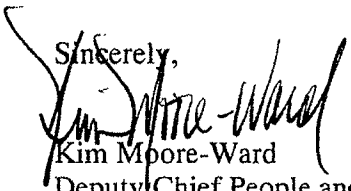
Re: Union Security, Check-Off and Agency Shop Provisions

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.

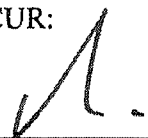
Sincerely,



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)