

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT made between the New York City Transit Authority (hereinafter referred to as the "Authority") and the Transport Workers Union, Local 106, Transit Supervisors Organization, Station Supervisors, Level II (hereinafter referred to as the "Union").

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

1. TERM:

The term of this agreement shall be August 16, 2020 to October 25, 2024.

2. GENERAL WAGE INCREASES:

The wage rates for employees represented by the Union shall be increased as follows²:

Effective Date(s):	Increase:
August 16, 2020	2.00%
August 16, 2021	2.25%
August 16, 2022	2.50%
August 16, 2023	2.75%

3. COMMUTATION PASS

No later than ninety (90) days after execution of this Agreement, employees will be entitled to use their EPIC Pass on MTA Express Buses. All existing rules and regulations applicable to commutation passes shall apply. The MTA reserves the exclusive right to revoke the use of such pass, if abuse is established.

4. LINE OF DUTY/ACTIVE SERVICE DEATH BENEFIT

A. The Active Service Death Benefit shall be increased to \$50,000.

B. The Line of Duty Death Benefit shall be increased to \$500,000.

5. BEREAVEMENT LEAVE

Section 2.7 of the Collective Bargaining Agreement shall be amended to include grandchild within the definition of "Immediate Family."

6. OTO/AVA ANNUAL CASH-OUT WITH DEFERRAL OPTION

¹ This Agreement is subject ratification by LOCAL 106's membership in addition to ratification by the MTA Board.

² Full retroactive pay shall be paid for all time periods listed above. Increase in overtime caps by 150% of wage increases. One time overtime cap adjustment of 5% effective upon ratification.

Once per year, payable on the first pay date in December, employees will be eligible to cash-out OTO and/or AVA days with the ability to roll all or part into his/her Deferred Compensation Plan(s). Such election shall be made on a form provided by the Authority.

Employees will also continue to be eligible to cash-out AVA days and OTO time throughout the year on the same basis as is currently in effect.

7. GRIEVANCE PROCEDURE

The grievance procedure shall be amended to provide that an employee or his/her representative shall be permitted to file a grievance within thirty (30) days from the time the grievance arose.

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


9. CONTINUATION OF TERMS

Except as otherwise expressly provided 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 30th day of November, 2022.

FOR: TWU, Local 106



Phillip Valenti
President

11/29/22
Date

FOR: NYC Transit


Richard Davey
President

12/1/22
Date


David Franceschini
Deputy Chief Collective Bargaining
Office of Labor Relations

11/30/2022
Date