

MEMORANDUM OF UNDERSTANDING

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

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

1. TERM:

This agreement shall continue in effect from January 1, 2021 to December 31, 2024.

2. GENERAL WAGE INCREASES:

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

| Effective Date(s): | Increase: |
|--------------------|-----------|
| January 1, 2021 | 2.00% |
| January 1, 2022 | 2.25% |
| January 1, 2023 | 2.50% |
| January 1, 2024 | 2.75% |

3. MAINTENANCE BONUS:

Effective with the December 2021 bonus payment, the Maintenance bonus shall be increased by \$150, from \$650 to \$800, for those maintenance titles currently receiving such bonus.

4. TRANSPORTATION BONUS:

Effective 2023, employees in the title of Dispatcher (Surface) shall receive a new annual bonus in the amount of \$400. The bonus shall be payable in December of each year based on those employees in title as of December 1st of that year.

5. MEAL ALLOWANCE:

The current meal allowance shall be increased from \$3.50 to \$5.00.

6. 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.

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

² Full retroactive pay shall be paid for all time periods listed above. Increase overtime caps by 150% of wage increases.

7. HEALTH & WELFARE BENEFITS:

- A. New promotees after full and final ratification will participate in the hourly health plan for the duration of their careers and in retirement.
- B. Incumbent supervisors who are already in NYSHIP at the time of full and final ratification will be grandfathered and will continue to receive NYSHIP. However, for open enrollment for the 2024 plan year, incumbents will have a one-time option to leave NYSHIP and enroll in the hourly health plan. Such election shall be permanent.
- C. Incumbent supervisors who are currently in the hourly health plan and are within the five (5) year waiting period to receive benefits under NYSHIP will be grandfathered and will still have the opportunity to receive benefits under NYSHIP. In lieu of completing the five (5) year waiting period, such employees will have a one-time option to select NYSHIP or remain in the hourly health plan for open enrollment for the 2024 plan year. Such selection shall be permanent.
- D. Employee contribution levels are currently based on date of promotion under the CBA and will remain unchanged.
- E. The high option for the hourly health plan will be eliminated effective with the 2024 plan year.
- F. Lifetime Surviving Spouse Coverage - The Authority shall amend the current plan of health benefits for those in the hourly health plan to provide that surviving spouses of active employees and deceased future retirees shall receive the same medical benefits as active members for the surviving spouse's lifetime, at no cost to the surviving spouse. A future retiree is defined as an employee who retires after the date of ratification of this Agreement. This benefit shall not apply in the event the surviving spouse is otherwise entitled to health care insurance, not including Medicare, which will remain primary upon attaining Medicare eligibility in accordance with the terms of the health benefits plan.
- G. In the event TWU Local 100 and the Authority negotiate amendments to the hourly health plan, such changes will no longer apply automatically to supervisory employees, and such changes shall be subject to bargaining between the parties.

8. VACATION:

Article 12, Paragraph 8 of Exhibit A of the Collective Bargaining Agreement shall be amended to provide that during the vacation period an employee will be allowed vacation pay equal to what he/she would have earned had he/she been working during that period on his/her regular work schedule. Terminal vacation shall continue to be paid on the basis of eight (8) hours per day.

9. MATERNITY/PATERNITY LEAVE:

In addition to any and all other leave entitlements, including, without limitation, FMLA and/or sick/vacation leave, employees shall, upon the birth of a child, be entitled to two (2) weeks of fully paid Maternity/Paternity Leave, which shall be utilized prior to utilizing any other paid leave benefits.

10. DEATH IN FAMILY LEAVE:

Article 18 of the Schedule of Working Conditions [Leaves of Absence for Death in Family] of the Collective Bargaining Agreement shall be amended to include grandchild within the definition of "Immediate Family."

11. 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.

12. MISCELLANEOUS PROVISIONS:

Attached as Appendix A are additional miscellaneous provisions agreed to by the parties.

13. ADDITIONAL FUNDING:

The Union understands that this Agreement includes a funding shortfall in the amount of \$262,860 in annual recurring savings. As part of the phasing out of NYSHIP in Paragraph 7 of this Agreement, supervisors who are currently in NYSHIP and supervisors that are currently in the hourly health plan and are within the five (5) year waiting period to receive benefits under NYSHIP at the time of full and final ratification will be grandfathered into NYSHIP. However, for open enrollment for the 2024 plan year, such incumbents will have a one-time option to forego NYSHIP and enroll in the hourly health plan. Since the Authority cannot predict the number of grandfathered employees who will elect to switch over to the hourly health plan, the parties have agreed to calculate the savings based on the actual results of the open enrollment for the 2024 plan year. Such savings will be applied to the \$262,860 funding shortfall. If sufficient savings are not achieved, the balance of the funding shortfall will be carried into and accounted for in the next round bargaining. If actual savings exceed the funding shortfall, the Union will receive a credit for the additional savings in the next round of bargaining.

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

15. 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 ___th day of April, 2023.

FOR: NYCT



Richard Davey, President
4/6/23
Date


Anita L. Miller
4/6/23
Date
Chief Employee and Labor Relations Officer


David Franceschini, Deputy Chief
4/6/2023
Date
Collective Bargaining

FOR: TWU Local 106


Philip Valenti, President
4/6/23
Date


Mike Rodriguez,
4/6/23
Date
Transportation Chair


Antonio Serrano
4/6/23
Date
Maintenance Chair

APPENDIX A MISCELLANEOUS PROVISIONS

1. OTO/AVA Annual Cash-Out with Deferral Option:

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.

2. Release Time:

All employees receiving full time Authority paid union release will have the option of working either forty (40) or forty-five (45) hours per week

3. Discipline Labor/Management Committee:

The parties agree to establish a Labor/Management committee to discuss issues related to the disciplinary procedure, including the application of progressive discipline with regard to attendance and operational/performance violations.

4. CDL \$100 MEDICAL REIMBURSEMENT (Department of Buses)

Effective upon full and final ratification, employees who have out-of-state CDL licenses will receive reimbursement (up to a maximum of \$100) for CDL related examinations.

5. SINGLE DAY QUOTA - BIRTHDAY HOLIDAY (Department of Buses)

In all locations where there is an AVA quota, the Single Day Daily Quota will exclude employees who take their birthdays off, except in the following instances:

1. If there is more than one employee at a work location in the same title with the same birthday, only one employee will be granted their birthday off in accordance with seniority.
2. If the budgeted vacancy rate at a work location is 20% or greater for the employee's title. Vacancy shall be defined as a position that has not been filled for 30 consecutive days.

6. RDO SWAPS (Department of Security)

Employees shall be allowed to swap RDOs with the following understanding:

- a) Employees may only swap both RDOs within the pay week;
- b) Requests for swaps must be submitted at least seven (7) days in advance;
- c) Failure to appear on two (2) occasions for a day of work arranged by RDO swap will disqualify the employee from further RDO swaps for six (6) months from the date of occurrence;
- d) The employee agreeing to the swap must already be qualified to cover the job of the employee requesting the swap;
- e) Both employees agree to accept the actual pay associated with the job worked – one job may have a longer or shorter tour and the other does not, etc., and;
- f) Additional pay, penalties, or overtime shall not occur as the result the swap.



New York City Transit

April 6, 2023

Phillip 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 understanding regarding New York State Paid Family Leave. During recent negotiations the Union raised that New York State Paid Family Leave (NYSPFL) should be included in the Memoranda of Understanding (MOUs) for the TSO OA, Queens, MSII and MTA Bus Units, consistent with Transport Workers Union, Local 100 (TWU, Local 100). The Authority countered that this provision has not yet been implemented due to various factors, and that it should not be included in the MOUs. To resolve this issue, the parties have agreed not to include NYSPFL in the MOUs. However, in the event NYSPFL does get implemented for TWU Local 100, it will also be implemented for the TSO OA, Queens, MSII and MTA Bus Units.

If this accurately reflects your understanding, please sign below.

Sincerely,

David Franceschini
Deputy Chief, Collective Bargaining

I CONCUR:

A handwritten signature in cursive script, appearing to read "Phillip Valenti", written over a horizontal line.

President

Phillip Valenti; Transport Workers Union, Local 106 (TSO)

cc: A. Miller



New York City Transit

April 6, 2023

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

Re: Cooperation Agreement To Effectuate Required Changes For Potential MTA Bus Unit Agreement

Dear Mr. Valenti:

This is to memorialize the parties' discussions during recent negotiations for the 2020-2024 Queens Supervisory Unit and Operating Supervisory Unit collective bargaining agreements. The parties are currently in discussions with regard to a series of productivity and efficiency proposals as part of the 2020-2024 TSO MTA Bus Unit contract negotiations to address salary equity issues raised by the Union, discussions that will continue past full and final ratification of the MOUs for the Queens Supervisory and Operating Supervisory Units.

In order to effectuate certain proposals that are in discussions, the Union has agreed to cooperate with minor needed modifications in the relationship between the Queens Supervisory Unit and the Operating Supervisory Unit and the MTA Bus Unit with regard to working conditions at the Zerega Training Center, the Bus Command Center and the Road. Changes may include MTA Bus supervisors being able to supervise TA and OA Bus Operators on the road, as well addressing issues at commingled facilities to improve operating efficiency. Changes on the Road are not intended to expand the OA/TA cross-utilization agreement to include MTA Bus. It is understood that these changes will not be utilized to reduce Queens Supervisory Unit or Operating Supervisory Unit positions, and that any reductions in personnel, if warranted, will be from the MTA Bus Unit. Unless otherwise agreed to, all other current practices, including how shuttle work is assigned, will remain in effect.

If the parties do not reach final agreement in the MTA Bus Unit negotiations with regard to a package of productivity and savings proposals in exchange for pay equity, this provision will become null and void.

If this accurately reflects your understanding, please sign below.

Sincerely,

David Franceschini
Deputy Chief, Collective Bargaining

I CONCUR:

President
Phillip Valenti; Transport Workers Union, Local 106 (TSO)

cc: A. Miller



New York City Transit

April 6, 2023

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

Re: Additional Release Time Position

Dear Mr. Valenti:

This is to confirm the parties understanding regarding an additional release time position to be split amongst all TSO bargaining units to address membership services related issues. In the parties' prior September 19, 2022 letter agreement, it was agreed to release Maintenance Supervisor Level II Jose Dejesus with the understanding that the cost of the additional release time position would be accounted for in the current round of bargaining. This is to confirm that the Union has accounted for the cost of the additional release time position by agreeing to a one-month contract extension in the MOU for the Maintenance Supervisor Level II Unit, as well as through the use of various left-over funds from the MOUs for other TSO bargaining units. As such, the additional release time position to be split amongst all TSO bargaining units to address membership services related issues shall now be considered permanent.

If this accurately reflects your understanding, please sign below.

Sincerely,

David Franceschini
Deputy Chief, Collective Bargaining

I CONCUR:

A handwritten signature in black ink, appearing to read "Phillip Valenti", written over a horizontal line.

President

Phillip Valenti; Transport Workers Union, Local 106 (TSO)

cc: A. Miller