#### MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT made between the Manhattan and Bronx Surface Transit Operating Authority (hereinafter referred to as the "Authority") and the Transport Workers Union, Local 106, Transit Supervisors Organization, Transit Support Coordinator, Level I & 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 follows<sup>1</sup>:

#### 1. <u>TERM</u>:

The term of this agreement shall be October 1, 2023 to December 31, 2026.

#### 2. GENERAL WAGE INCREASES:

The wage rates for employees represented by the Union shall be increased as follows<sup>2</sup>:

Effective Date(s):	Increase:
October 1, 2023	3.00%
October 1, 2024	3.00%
October 1, 2025	3.50%

The minimum and maximum wages for each title in the unit shall be increased by the general wage increases set forth above.

## 3. <u>ESSENTIAL WORKER BONUS AND SUPPLEMENTAL ESSENTIAL WORKER BONUS</u>

As soon as practicable following ratification, each employee who is in active service with the MTA on the date of full and final ratification will receive an Essential Worker Bonus in the amount of \$3000 and an additional Supplemental Essential Worker Bonus in the amount of \$1000.

The bonuses shall be pensionable.3

<sup>&</sup>lt;sup>3</sup> In the event an employee previously received the \$3,000 and/or \$1000 bonus(s) while represented by another bargaining unit in this round of bargaining, he/she will not be eligible for a second bonus under this Agreement.



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<sup>&</sup>lt;sup>1</sup> This Agreement is subject to ratification by LOCAL 106's membership in addition to approval by the MTA Board.

<sup>&</sup>lt;sup>2</sup> Full retroactive pay shall be paid for all time periods listed above, with member's option to roll all or part into Deferred Compensation. Increase in overtime cap by 150% of wage increases.

### 4. ACTIVE SERVICE AND LINE OF DUTY DEATH BENEFITS:

- A. The Active Service Death Benefit shall be increased to \$25,000.
- B. The Line of Duty Death Benefit shall be \$500,000.

#### 5. <u>DEATH IN FAMILY LEAVE:</u>

Article IX, Section 4(a) of the Collective Bargaining Agreement shall be amended to include grandparent and stepchild within the definition of "Immediate Family."

#### 6. <u>MATERNITY/PATERNITY LEAVE</u>

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 a child(ren), which shall occur prior to the start of Maternity leave.

All other rules and procedures currently in effect for the utilization of Maternity/Paternity Leave shall continue to apply.

#### 7. HOLIDAYS:

Article IX, Section 6(e) of the Collective Bargaining Agreement shall be amended to reflect the current practice of allowing AVA days to be carried over from one year to the next. The requirement to utilize an AVA day within 6 months from the date it is accrued is eliminated.

#### 8. <u>VACATION:</u>

Employees will be provided with the option to designate one (1) week of vacation in cash each vacation year. Such option will be requested and processed during the second quarter of the vacation year. Cash sums paid to employees under this provision will not be considered pensionable income.

#### 9. REASONABLE ACCOMMODATION:

The parties will continue their efforts to discuss potential set-aside work opportunities for pregnant women and those whose physical limitations preclude full duty.

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

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#### 11. CONTINUATION OF TERMS

Except as otherwise expressively 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 // day of March, 2025.

FOR: TWU, Local 106

Philip Valenti

President

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Demetrius Crichlow

FOR: NYC Transit

President

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Anita L. Miller

Chief Employee and Labor Relations Officer

David Franceschini

Date

Deputy Chief Collective Bargaining

Office of Labor Relations

# New York City Transit

March 11, 2025

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

Re: Transit Support Coordinators - Miscellaneous Issues

Dear Mr. Valenti:

This letter is to follow up on miscellaneous items that were discussed during the most recent round of bargaining that the parties agreed would not be included in the Memorandum of Understanding.

- 1. During negotiations the Union sought to incorporate the January 27, 2020 e-mail from Human Resources representative Michael Quiery to then TSO President Vincent Modafferi that confirmed Transit Support Coordinators (TSCs) would be eligible to take the promotional examination to Dispatcher (OA) into the Collective Bargaining Agreement (CBA). While the Authority did not agree to incorporate the e-mail into the CBA as position qualifications and determinations regarding eligibility for promotion are within Management's discretion, this will confirm that TSCs will continue to be eligible to take the promotional examination to Dispatcher (OA) and that there is no intent to change such eligibility in the future.
- During negotiations the Union proposed a two-week training program for newly promoted TSC's.
  While it is within Management's discretion to determine training requirements, the parties
  mutually recognized the need for enhanced training for newly promoted TSC's. As such,
  Department Management will continue discussions with the Union regarding training for newly
  promoted TSCs.

David Franceschini

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Deputy Chief, Collective Bargaining

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cc: A. Miller