

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT made between New York City Transit Authority and the Manhattan and Bronx Surface Transit Operating Authority (hereinafter referred to as the "Authority"), and the Transport Workers Union, Local 106, TSO (**Maintenance Supervisor Level II Unit**) (hereinafter referred to as the "Union").

This agreement is subject to ratification by the MTA Board and the membership of the Union. It is mutually agreed that the collective bargaining agreement between the Authority and the Union shall be amended as follows:

1. **Term**

The term of this agreement shall be January 8, 2018 through July 31, 2020.

2. **Wages**

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

Effective Date(s):	Increase:
January 8, 2018	2.50%
February 8, 2019	2.50%

3. **Lump Sum Payment**

Effective March 7, 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.

4. **Longevity**

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

5. **Night Shift Differential**

Effective upon full and final ratification, the night shift differential hours shall be extended from 12am-5:59am to 10pm-5:59am.

6. **Maintenance Bonus**

Effective January 8, 2019, the Maintenance bonus shall be increased from \$600 to \$820 for those maintenance titles currently receiving such bonus. The bonus shall be payable in April of each year.

7. **Death in Family Leave**

Section 1.22 [Leave of Absence for Death in Family] of the Collective Bargaining Agreement shall be amended to include step-children within the definition of "Immediate Family."

8. **Health & Welfare Benefits**

- a) Employees that are participating in the hourly health and prescription drug plan at the time of promotion to an MSII title shall continue to participate in such plans through the end of the calendar year in which they are promoted. Such employees shall then be eligible to participate in NYSHIP effective January 1 of the following year.
- b) The Union and the Authority agree to avail themselves of the provision in the New York State Workers Compensation Law which allows for Workers Compensation medical visits to be provided by State certified Preferred Provider Organizations within State certified insurance carriers. The parties recognize that this transition will require joint Labor-Management review to assure necessary geographical coverage, choice 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.

9. **OTO**

The parties agree to an OTO pilot as set forth in Attachment "A" of this agreement.

10. **Release Time**

The existing seventy-five (75) paid release days per calendar year shall be replaced by one (1) full-time release position paid for by the Authority.

11. **Cooperation Agreement:**

The Union recognizes the importance of the ongoing "Subway Action Plan" in response to the State of Emergency declared by Governor Andrew Cuomo as well as the Authority's ambitious Fast Forward Plan to modernize New York City Transit. These initiatives will result in significant gains to the MTA's customers. The Union pledges to cooperate in the prompt and efficient delivery of the initiatives set forth in these Plans. The Authority pledges their respect to the traditional role of Local 106 Supervisors in the efficient and prompt delivery of Plan initiatives. Any disagreements between the Union and the Authority shall be promptly resolved by the Presidents.

12. **Open Job Vacancy Notices**

The Authority shall provide the Union with a copy of open job vacancy notices for Maintenance Supervisor, Level II positions at the time they are posted.

13. **Continuation of Terms**


Except as otherwise expressly provided 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 PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFORE, 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 have set their hands and seals as of the 5th day of March, 2019.

New York, New York

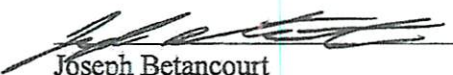
FOR: TWU, Local 106



Vincent Modafferi
President

3-5-19

Date

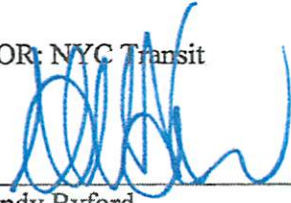


Joseph Betancourt
Chairman

3-5-19

Date

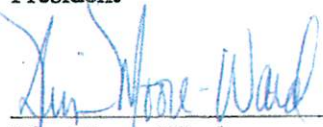
FOR: NYC Transit



Andy Byford
President

3/13/19

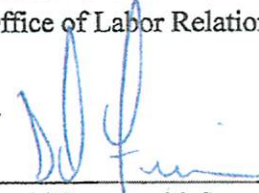
Date



Kim Moore-Ward
Executive Vice President
Office of Labor Relations

3/7/19

Date



David Franceschini
Senior Director, Collective Bargaining

3/6/19

Date

ATTACHMENT A

OTO Accrual Pilot Program

The overtime provisions of the Collective Bargaining Agreement shall be amended for the purposes of the following OTO Accrual Pilot Program, which will permit employees to accrue OTO time prior to reaching the salary cap:

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. Incumbent employees who currently have more than one hundred and eight (108) hours of OTO time in their OTO bank will be permitted to maintain the excess hours, however, such employees will not be permitted to accrue additional OTO hours until such time that their banks reduce below the one hundred and eight (108) hours maximum.

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. 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.

Employees shall be permitted to select the particular day(s) on which they will be allowed time off with pay on account of previous overtime work, except that they will not be allowed to take time off at any time when, in the opinion of their superiors, it would interfere with the safe, efficient operation of the New York City Transit system. The particular time when any employee will be allowed to make use of compensatory time by taking time off shall be determined by advance agreement with his/her superior. OTO time may also be used in one hour increments, subject to prior authorization by management.

The Parties will monitor the program to ensure that the Pilot Program is not negatively effecting the overall employee availability of the bargaining unit. The Authority retains the right to terminate the program at any time, subject to the following: At the conclusion of twelve (12) months, the Authority 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 Authority determines to terminate the program, it shall provide the Union with sixty (60) days' notice of such termination. If the Authority 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.

Should the Authority determine to end the pilot program, all overtime provisions shall revert back to those in effect prior to the initiation of the pilot program.



New York City Transit

March 5, 2019

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

Re: MSII Vacation Schedule Implementation

Dear Mr. Modafferi:

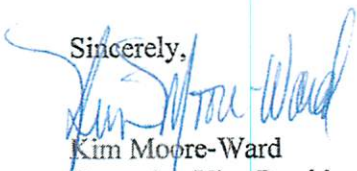
This is to confirm the parties understanding regarding an outstanding cash balance in the amount of \$73,000 for the 2018-2020 contract period.

By Agreement dated April 26, 2018, the parties agreed to delay the implementation of the new vacation schedule set forth in the August 1, 2017 Agreement between the parties for incumbent MSII's as of August 1, 2017 with 8-14 years of service, so that such employees would receive 24 vacation days on May 1, 2018. It was also agreed that the cost of this delay would be accounted for in the 2018-2020 round of bargaining.


The parties have reviewed this matter and have agreed to extend the prior April 26, 2018 agreement to cover the 2019 and 2020 vacation years, in addition to the 2018 vacation year set forth in that Agreement. It is also agreed that this will fully satisfy the \$73,000 outstanding cash balance set forth above. Unless otherwise negotiated between the parties, the new vacation schedule shall commence with the 2021 vacation year for the above specified employees.

If this accurately reflects your understanding, please sign below.

Sincerely,


Kim Moore-Ward
Executive Vice President, Labor Relations
New York City Transit

I CONCUR:



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

3-5-19



New York City Transit

March 5, 2019

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

Re: MSII's – Maintenance Bonus

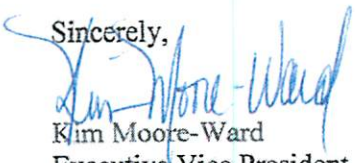
Dear Mr. Modafferi:

This letter serves to memorialize our discussions during the 2018-2020 round of bargaining. During those discussions, it was agreed that the should the Subway Surface Supervisors Association agree to change the maintenance bonus payout from April to December commencing in 2019, the agreement between the parties shall be amended as follows:


Commencing in 2019 the maintenance bonus, currently payable in April of each year, shall be increased from \$600 to \$820 for those maintenance titles currently receiving such bonus. Thereafter, the maintenance bonus shall now be payable in December of each year based on those employees in title as of December 1 of that year. In order to transition to this new payment schedule, the parties agree that for 2019, eligible employees shall receive the regular maintenance bonus of \$820 in April, and shall also receive a pro-rated maintenance bonus, on a one-time basis, in December 2019 in the amount of \$545.

If the above reflects your understanding, please sign below.

Sincerely,


Kim Moore-Ward
Executive Vice President, Labor Relations
New York City Transit

I CONCUR:


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

3-5-19



New York City Transit

March 5, 2019

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 New York City Transit and the Transport Workers Union, Local 106 (TSO) for the Maintenance Supervisors Level II and Station Supervisors Level II bargaining units, regarding the following issues:

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.

Retroactive Wage Adjustments:

The parties agree that the January 8, 2018 retroactive wage adjustment will not count toward the 2019 salary cap. The parties will continue to discuss which payments shall be counted towards the annual salary cap.

If the above reflects your understanding, please sign below.

Sincerely,

Kim Moore-Ward
Executive Vice President, Labor Relations
New York City Transit

I CONCUR:

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



New York City Transit

March 5, 2019

Vincent Modafferi, President
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Local 106 (TSO)
5768 Mosholu Avenue
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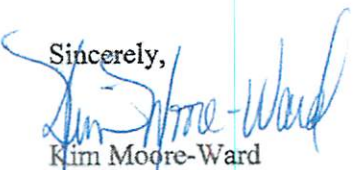
Re: Union Security and Check-Off

Dear Mr. Modafferi:


This is to confirm the parties' discussions regarding Sections 1.3 and 1.8 of the Collective Bargaining Agreements between the TSO Local 106 Maintenance Supervisors Level II Unit, the TSO Local 106 Station Supervisors Level II Unit, and New York City Transit. 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 Sections 1.3 and 1.8 as a result of the Janus decision. While recognizing portions of Sections 1.3 and 1.8 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
Executive Vice President, Labor Relations
New York City Transit

I CONCUR:

 3-5-19

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