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 follows:

1. TERM:

The term of this agreement shall be April 16, 2018 to August 15, 2020.

2. GENERAL WAGE INCREASES:

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

Effective Date(s):	Increase:
April 16, 2018	2.50%
May 16, 2019	2.50%

3. LUMP SUM PAYMENT:

Effective June 15, 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 April 1, 2019, the current longevity schedule shall be increased by \$250 per step (\$600, \$700, \$800, \$900)

5. NIGHT DIFFERENTIAL:

Effective April 16, 2019, the night shift differential rates shall be increased by five percent (5%).

6. HEALTH AND WELFARE BENEFITS:

A. The Union and the Authority agree to avail themselves of the provision in the NYS Workers Compensation law which allows for WC 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 geographic coverage, choice

of providers and quality care. As such, the parties agree that the conversions to the PPO network will be effectuated as soon as practicable.

B. 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.

7. DEATH IN FAMILY:

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

8. RAILROAD COMMUTATION PASS:

Employees will be entitled to either the Metro North Railroad or the Long Island Rail Road Pass for commutation. 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.

9. OTO TIME:

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.

10. RELEASE TIME:

NYC Transit paid release time shall be reduced from 48 to 30 days per year.

11. SNOW WORK:

Station Supervisors Level II assigned to the District Offices and Specialty Cleaning who are performing the same or similar work as Station Supervisors Level I assigned to those areas shall be eligible for snow work pay at the rate of time and one-half on the same basis as Station Supervisors Level I assigned to those areas.

12. 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.

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 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 5th day of March, 2019.

FOR: TWU, Local 106	-19	FOR: NMC/Transit	3/13/19
Vincent Modafferi	Date	Andy Byford	Date
President		President	
James Temples III, Chairman	Date	Kim Moore-Ward Executive Vice President	3/1/4 1 Date
		Office of Labor Relations	
		Office of Habor Relations	3/6/19
		David Franceschini	Date
		Senior Director, Collective	Bargaining