

## 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").

It is mutually agreed that the collective bargaining agreement between the Authority and the Union shall be amended as follows<sup>1</sup>:

1. Term:

The term of this agreement shall be August 1, 2020 through August 31, 2024.

2. Wages:

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

<b>Effective Date(s):</b>	<b>Increase:</b>
August 1, 2020	2.00%
August 1, 2021	2.25%
August 1, 2022	2.50%
August 1, 2023	2.75%

3. Longevity:

Effective upon full and final ratification, the current longevity schedule shall be increased by \$100 per step (\$550, \$650, \$750, \$850).

4. Maintenance Bonus:

Effective with the December 2023 bonus payment, the Maintenance bonus shall be increased from \$820 to \$970 for those maintenance titles currently receiving such bonus.

5. Night Shift Differential:

Effective upon full and final ratification, Section 1.8(E)(1) shall be amended to provide that night shift differential shall be paid for all hours worked beginning at 8:00 PM one day and ending at 5:59 AM the next succeeding day, except that on weekends, the differential shall be paid for all hours worked between 8:00 PM Friday and 5:59 AM Monday morning.

Effective upon full and final ratification, the night shift differential rates shall be increased by 5%.

<sup>1</sup> This agreement is subject to ratification by Local 106's membership in addition to ratification by the MTA Board.

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

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.

7. Health & Welfare Benefits:

- A. New promotees after full and final ratification who are in the hourly health plan at the time of promotion will remain in the hourly health plan for the duration of their careers and in retirement.
- B. New promotees after full and final ratification who are in NYSHIP at the time of promotion will have the one-time option of remaining in NYSHIP or enrolling in the hourly health plan. Such election shall be made at the time of promotion and shall be permanent.
- C. Incumbent MSIs who are already in NYSHIP at the time of full and final ratification and incumbent MSIs who were promoted on or after January 1, 2023 and before full and final ratification who are currently in the hourly plan for the balance of the 2023 plan year pursuant to the CBA will be grandfathered and will continue to be eligible for NYSHIP. However, for open enrollment for the 2024 plan year, incumbents will have a one-time option to select to enroll in NYSHIP or the hourly health plan. Such election shall be permanent.
- D. Employees who participate in the hourly health plan will contribute 2% of their gross wages on forty (40) hours per week, on a pre-tax basis, to defray the cost of health benefits. Employees who participate in NYSHIP will continue to contribute at half the managerial contribution rates.
- 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. Death in Family Leave:

Section 1.22 of the Collective Bargaining Agreement shall be amended to include grandchild within the definition of "Immediate Family."



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. 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.

11. Discipline Procedure:

Section 1.32 (F)(3)(a) shall be amended as follows:

In disciplinary cases where the recommended penalty is suspension, demotion or dismissal the employee or his/her Union representative may within Five (5) days after notification of the Step II decision, appeal in writing to the Vice President, Office of Labor Relations seeking an arbitration hearing. In the case of demotion, the Arbitrator's determination shall be limited to whether the underlying conduct occurred, and the Arbitrator shall have no authority to modify or reverse the recommended penalty.

12. Probationary Period:

Employees that are promoted to the title of Maintenance Supervisor Level II shall serve a probationary period of one (1) year.

13. Open Job Vacancy Notices:

The Authority will continue to provide the Union with a copy of open job vacancy notices for Maintenance Supervisor, Level II positions at the time they are posted. Job vacancy notices will include the location and tour of duty for all open jobs, when applicable, to that notice. In addition to notifying the union of all job vacancies, the parties have agreed that incumbent MSII's that are looking to transfer to an open job will be given due consideration when filling job vacancies. MSII's seeking a transfer to an open job must apply to the job vacancy notice for which they are seeking a transfer. If an MSI is promoted to a vacancy and an MSII seeking a transfer is not selected, the union may request a meeting with the Chief Maintenance Officer to discuss. The Chief Maintenance Officer will review and make a decision regarding whether or not to grant the transfer and/or reassign the promoted employee, which will be final and not subject to appeal. The Vice President reserves the right to revisit the decision if s/he deems it necessary.

14. Elevator Inspections:

Employees who are trained, qualified and have an Inspector License and who are assigned to review and approve elevator inspections performed by E&E Maintainers shall receive a \$3.00 per hour differential while actually performing such work.

15. Miscellaneous Provisions:

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

16. Additional Funding:

The Union understands that this Agreement includes a funding shortfall in the amount of \$190,000 in annual recurring savings. As part of the phasing out of NYSHIP in Paragraph 7(C) of this Agreement, certain incumbent MSIs who are currently eligible for will be grandfathered into NYSHIP, however, for open enrollment for the 2024 plan year, such incumbents will have a one-time option to select NYSHIP or 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 \$190,000 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.

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

18. 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 \_\_\_\_th day of April, 2023.

New York, New York

FOR: TWU, Local 106


 4/6/23  
\_\_\_\_\_  
Phillip Valenti Date  
President

 4/6/23  
\_\_\_\_\_  
Joseph Betancourt Date  
Chairman

FOR: NYC Transit

 4/6/23  
\_\_\_\_\_  
Richard Davey Date  
President

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

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



## APPENDIX A

### Miscellaneous Provisions

1. Out of Title Work:

Pursuant to the parties prior understanding resolving a dispute regarding acting assignments, Section 1.36 of the Collective Bargaining Agreement shall be amended to provide that where an employee is officially designated as acting in a higher title in order to cover a job vacancy, such employee shall be entitled to pay for the out of title work from the first day. Out of title pay for all other instances shall continue to commence after ninety (90) consecutive days of working in an out of title assignment.

2. Floating Holiday:

Effective 2024, the floating holiday will be converted to the Employee's Birthday. The terms and conditions set forth in Section 1.17 (Holidays) of the CBA shall apply to the Birthday Holiday.

3. 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.

4. OTO/AVA:

The OTO pilot program set forth in Attachment A of the January 8, 2018 to July 31, 2020 MOU shall be permanent. The maximum AVA bank shall be increased to 40 days.

5. 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.

6. 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.

7. Travel Time:

The provisions of the May 21, 2021 Howard Edelman Arbitration Award regarding travel time for employees working in the Track, Third Rail and ICC shall be incorporated into the Collective Bargaining Agreement.

8. MSII Induction Training:

The parties agree to continue their discussions on providing induction training for employees that are newly promoted into the title of Maintenance Supervisor, Level II.



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,

A handwritten signature in blue ink, appearing to read "David Franceschini".

David Franceschini  
Deputy Chief, Collective Bargaining

I CONCUR:

A handwritten signature in blue ink, appearing to read "Phillip Valenti".

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

cc: A. Miller





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:

  
President

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

cc: A. Miller