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In the Matter of the Arbitration :
- Between - : Re: Longevity
NEW YORK TRANSIT AUTHORITY :
"NYCTA" or "Authority" :
- and - :
LOCAL 100, TRANSIT WORKERS UNION :
"Local 100" or "Union" :
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APPEARANCES

For the Authority

David Franceschini, Senior Director of Collective Bargaining
Jason Scheu, Director of Labor Contract Disputes

For the Union

Anthony Utano, President, Transport Workers Union Local 100
Denis A. Engel, Esq., Counsel to the Union

BEFORE: HOWARD C. EDELMAN, ESQ., ARBITRATOR

The instant grievance involves the January 16, 2017 Memorandum of Agreement provision regarding an increase in the longevity bonus payment. The parties presented the facts of the matter, which are not in dispute at a hearing held before me on January 31, 2019. At its conclusion I closed the record. This Opinion and Award follows.

The facts adduced at the hearing reveal that the Authority did not apply the increase in the longevity bonus for the period November 2017 to January 15, 2018, which the Union maintains violates the intent of the parties' Agreement. Essentially, then, the question is whether the parties intended to pro-rate the increase in longevity bonus for the time period in question. Based upon the facts and the language of the January 16, 2017 Agreement, I am confident that the parties intended for members to receive the entire amount of the longevity bonus for the year in which it was implemented. Accordingly, whatever amounts were withheld from the increase shall be remitted to those employees forthwith for the year in question.

This finding means that members who were entitled to receive the full longevity payment (i.e., \$750 after 30 years of service; \$650 after 25 years of service; \$550 after 20 years of service and \$450 after 15 years of

service) are to receive those amounts in full. Importantly, nothing in this Award changes the manner or method by which the longevity bonus is otherwise accrued or and/or paid. The contract calls for certain break-points (set forth above) where the longevity bonus is first earned and thereafter increased. The current system appropriately takes into account circumstances where a member's service calls for a mid-year implementation of or increase in his/her longevity entitlement. The contractual language "computed on a bi-weekly basis" must still be honored. It is so ordered.

AWARD

Bargaining Unit Members due longevity payments in the 2017 calendar year shall receive the full amounts listed in the Collective Bargaining Agreement for that year.

DATED: February 20, 2019

Howard C. Edelman
HOWARD C. EDELMAN, ESQ.
ARBITRATOR

STATE OF NEW YORK)
) s.:
COUNTY OF NEW YORK)

I, Howard C. Edelman, Esq., do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument, which is my Award.

DATED: February 20, 2019

Howard C. Edelman
HOWARD C. EDELMAN, ESQ.
ARBITRATOR