

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

MTA BUS COMPANY

AND

**TRANSPORT WORKERS UNION OF AMERICA,
AFL-CIO LOCAL 100**

Table of Contents

	<u>Page</u>
Section 1. Employees Covered by Agreement	1
Section 2. Union Security and Check-Off.....	1
Section 3. Wages.....	2
Section 4. Overtime.....	5
Section 5. Swing Time.....	6
Section 6. Tripper Time.....	7
Section 7. Acting Rates.....	7
Section 8. Shift Differential.....	7
Section 9. Holidays/Personal Days.....	7
Section 10. Days Off.....	9
Section 11. Report and Check-In Time	10
Section 12. Breakdown.....	10
Section 13. Pay Shortage-Telephone Calls.....	10
Section 14. Vacations.....	10
Section 15. Training.....	11
Section 16. Extra Board.....	12
Section 17. Disability Insurance, Medical Reimbursement and 19(a) Physicals.....	13
Section 18. Existing Rights and Privileges.....	13
Section 19. Uniforms and Work Clothes.....	13
Section 20. Schedules, Runs and Picks.....	14
Section 21. Time Off Between Assignments.....	16
Section 22. Integration	16
Section 23. Garnishments.....	16
Section 24. Deposits.....	17
Section 25. Accident and Incident Reports.....	17
Section 26. Assault Pay.....	17

Section 27. Veterans; Military Service.....	17
Section 28. Resignations.....	18
Section 29. Court Attendance.....	18
Section 30. Legal Representation.....	18
Section 31. Change of Assignment/Exchange of Bus Equipment on the Road	18
Section 32. Bulletin Boards.....	19
Section 33. Seniority and Promotions.....	19
Section 34. Jury Duty.....	20
Section 35. Death in Family.....	21
Section 36. Leave of Absence/Maternity-Paternity Leave	21
Section 37. Termination of Employment.....	21
Section 38. Light Duty – Temporarily Disabled Employee/ Work Pending Fitness For Duty – Drug Test Results.....	22
Section 39. Grievance Machinery.....	23
Section 40. Revocation of Employee’s Driving License.....	26
Section 41. Termination Pay.....	26
Section 42. Work Distribution.....	27
Section 43. Subcontracting/Lay-Offs.....	27
Section 44. Strikes and Lockouts.....	27
Section 45. Meal Reliefs and Paid Eating Time.....	27
Section 46. Travel Time Pay.....	27
Section 47. Passes.....	28
Section 48. Sick Pay.....	28
Section 49. Injury Pay.....	30
Section 50. Line of Duty/Active Service Death Benefit	30
Section 51. Management Powers and Discipline	31
Section 52. MTA Defined Benefit Pension Plan/Retirement Benefits	31
Section 53. Health Benefits.....	31
Section 54. Interchange of Jobs.....	33
Section 55. Maintenance.....	34

Section 56. Snow and Cinder Work.....	36
Section 57. Safety Dispute Resolution Procedure.....	36
Section 58. General Obligations.....	36
Section 59. Merger.....	37
Section 60. Release Time	37
Section 61. Training and Upgrade and Childcare Funds	41
Section 62. Appendices.....	41
Section 63. Term of Agreement	41
APPENDIX “A”	Wage and Night Differential Rates
APPENDIX “B”	Central Maintenance Facility Agreements
APPENDIX “C”	Accident Review System
APPENDIX “D”	Minor Customer Complaint Procedure
APPENDIX “E”	June 9, 2009 Impasse Award Pension Provisions
APPENDIX “F”	November 17, 2016 Howard Edelman Interest Arbitration Award
APPENDIX “G”	Maintenance Department Job Titles
APPENDIX “H”	Safety Dispute Resolution Procedures
APPENDIX “I”	Drug and Alcohol Discipline Agreement
APPENDIX “J”	December 24, 2014 Facility Maintainer Agreement
APPENDIX “K”	Inventory Control Attendant Voluntary Recognition Agreement
APPENDIX “L”	Security Equipment Maintainer Voluntary Recognition Agreement
APPENDIX “M”	Transportation Department Single Day Leave Allowance Stipulation
APPENDIX “N”	19A Road Inspector Agreement
APPENDIX “O”	Uniform Allotment Side Letter
APPENDIX “P”	Union Security/Check-Off Side Letter

AGREEMENT, effective as of November 19, 2018 between the METROPOLITAN TRANSPORTATION AUTHORITY BUS COMPANY, hereinafter called the "Company," "Employer" or "MTA Bus", and TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO, LOCAL 100, hereinafter called "LOCAL 100" or the "Union".

WITNESSETH

The Employer is engaged in the local and express omnibus transportation business. The Union is the representative of its employees as set forth below for collective bargaining purposes. The Parties have agreed to utilize the terms and conditions of the College Point collective bargaining agreement (as revised by the June 9, 2009 Impasse Award, the November 9, 2015 Memorandum of Understanding and the January 16, 2017 Memorandum of Understanding) as a common platform for all Local 100 members at MTA Bus and to memorialize their various interim agreements, as set forth herein, as a full and comprehensive agreement, which shall become part of the TWU Local 100 – TA/OA/MTA BUS collective bargaining agreement.

In consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

Section 1. EMPLOYEES COVERED BY AGREEMENT

This agreement shall apply to all employees who are members of LOCAL 100 employed by MTA Bus at Baisley Park Depot, College Point Depot, Eastchester Depot, LaGuardia Depot, Yonkers Depot and the Centralized Maintenance Facility at East New York Depot in titles covered by this Agreement, i.e., Bus Operator, Maintainer, Helper, Cleaner/Helper, Stock Worker, Assistant Stock Worker and Facilities Maintainer, and to all new employees hired into titles covered by this Agreement, at whatever reporting location the above facilities are or may hereafter be located. Maintenance and Transportation employees shall be in their own separate units for purposes of seniority only. Each Depot including the CMF at East New York shall have its own Chairman and such other officers as are customary.

Section 2. UNION SECURITY AND CHECK-OFF

The Company recognizes the Union as the exclusive bargaining representative for all purposes, including but not limited to, presenting and processing of employee grievances of all hourly paid titles listed above and in Appendix A of this Agreement.

The Employer will deduct from the wages of each employee who is a member of the Union, upon presentation of a dues deduction authorization card signed by the employee, and pay over to the Union within ten (10) days after the 30th day of each month, the regular weekly dues payable by such employee as from time to time certified by the President and/or Secretary-Treasurer of the Union, as provided for in the duly adopted Constitution and By-Laws of the Union. The Union and the Employer may provide by mutual agreement for the deduction and payment of retroactive dues in installments.

On each payroll date on which union membership dues are withheld by it, the Company shall deduct an agency shop fee from the pay of each employee who has not joined the Union, in the same manner and in the same amount as union dues are then being deducted by the Company from the wages of each member of the Union, and shall transmit the same to the Union. The sum of agency shop fees deducted in any month shall be transmitted by the Company to the financial officer of the Union at the same time and subject to the same deduction of costs as are the Union dues deducted for such month. Should the Union refuse to accept a Union dues deduction authorization from any employee or should the Union expel an employee from membership, the Union shall notify the Company immediately and no agency shop fee shall be deducted from the wage of such employee. The Union shall refund to the Company any agency shop fees deducted and transmitted to the Union in error.

The Union affirms that it has established and is maintaining a procedure which provides for the refund, to any employee demanding the same, of any part of an agency shop fee which represents the employee's pro rata share of expenditures by the Union in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

The Union shall assume the defense of, and hold the Company harmless from and indemnify it against any loss, cost or expense resulting from any claim, by whomever made, arising out of the use of agency shop fees transmitted to it by the Company in accordance with this Agreement, or out of the failure or refusal of the Union to make a refund of all or any part of any such deduction, or out of the failure of the Union to comply with the provisions hereof.

Section 3. WAGES

- A. The schedule of Wages for employees shall be as set forth in Appendix A of this Agreement.

Effective March 15, 2019, each active employee covered by this agreement with no less than one year of service shall receive a one-time payment of \$500.00.

Employees (in positions formerly designated Lead Mechanic, AA Mechanic, A Specialist, Lead Mechanic/Trainer and Training Instructor) who currently have salary levels or other differentials in excess of Maintainer rate of pay shall continue to have such differential for the duration of their career in that position. Individuals employed as 19A Instructors who are members of the Union shall continue to receive their rate of pay and hours until such time as these individuals are no longer employed by MTA Bus. As these individuals separate from service with MTA Bus, the positions shall be filled by members of the supervisory bargaining unit.

Incumbents in the Stockroom as of June 9, 2009 who were receiving the "A" Mechanic Rate of Pay shall be grandfathered and receive the Maintainer parity rate of pay effective March 31, 2009. All other Stockroom incumbents as of June 9, 2009, shall receive the Stock Worker rate of pay in effect on March 31, 2009, as thereafter amended.

B. Progression to Top Rates of Pay

Bus Operators, Helpers and Assistant Stock Workers hired after December 15, 2015 will progress to Top Rate of pay as follows:

1 st year	70%
2 nd year	75%
3 rd year	80%
4 th year	85%
5 th year	90%

Cleaner/Helpers hired after December 15, 2015 will progress to the Top Rate of pay as follows:

1 st year	60%
2 nd year	65%
3 rd year	70%
4 th year	80%
5 th year	90%

Maintainers, Facilities Maintainers and Stock Workers hired after December 15, 2015 will progress to the Top Rate of pay as follows:

1 st year	70%
2 nd year	75%
3 rd year	85%

The parties acknowledge and agree that employees who, as of December 15, 2015, are not at the Top Rate of pay will be grandfathered into the terms of the wage progression they were in when they were hired. The parties further agree that in no event will an employee who is hired after December 15, 2015 remain on the progression scale for more than five (5) years.

- C. Employees shall be paid on a bi-weekly basis, every other Thursday. The scheduled work week shall be Sunday through Saturday. Wherever the practice of providing employees with paid check cashing time exists, it shall end. All existing on-site check cashing services provided for employees at various MTA Bus locations will end.

D. Tool Allowance:

Employees in the title of Maintainer and Facilities Maintainer, who complete their probationary period, shall be granted two hundred and fifty dollars (\$250) in reimbursement of the purchase of required hand tools on the date they complete their probationary period.

In July of each year, the MTA Bus Company shall pay to each employee in the title of Maintainer and Facilities Maintainer, who has been on the title for at least eighteen months, a tool allowance of two hundred and fifty dollars (\$250). The \$250 allowance will be payable by separate check.

Where it is established to the satisfaction of Management that any such tools have been stolen while on the property of the Authority, without negligence on the part of the employee, reimbursement will be made by the Company, but such reimbursement will be limited to a total amount of four hundred dollars (\$400) for each such incident and dependent upon the number and value of tools stolen. In consideration of the above tool allowance, the Company retains and reasserts its right to hold tool inspections at such time as it deems advisable for completeness of tool kit and condition of tools. Supervision shall determine the value of tools stolen.

Where it is established to the satisfaction of Management that a rollaway tool box has been stolen while on Company property, without negligence on the part of the employee, reimbursement up to a maximum of one hundred dollars (\$100) shall be made. Such reimbursement shall be additional to reimbursement for stolen tools as provided above.

The MTA Bus Company will make a one-time payment in the amount of \$200 to incumbent Mechanics and to employees who promote into the Maintainer or Facilities Maintainer title to purchase metric tools.

- E. CDL Reimbursement. Employer shall pay for the full cost of the renewal fees for commercial drivers license (CDL) for employees who are required to have a CDL license to perform their jobs.
- F. Longevity Bonus. The Employer shall provide longevity payments to eligible employees, as follows:
 - (1) For Calendar Year 2017
 - (a) An employee with thirty (30) or more years of continuous service shall receive an annual payment of five hundred dollars (\$500.00), computed on a biweekly basis.
 - (b) An employee with twenty-five (25) but less than thirty (30) years of continuous service shall receive an annual payment of four hundred dollars (\$400.00), computed on a biweekly basis.
 - (c) An employee with twenty (20) but less than twenty-five (25) years of continuous service shall receive an annual payment of three hundred dollars (\$300.00), computed on a biweekly basis.

- (d) An employee with fifteen (15) but less than twenty (20) years of continuous service shall receive an annual payment of two hundred dollars (\$200.00), computed on a biweekly basis.
- (2) Effective January 1, 2018, the following schedule shall be adhered to and paid in a lump sum in the last pay period in November as part of the regular paycheck:
 - (a) An employee with thirty (30) or more years of continuous service shall receive an annual payment of seven hundred fifty dollars (\$750.00), computed on a biweekly basis.
 - (b) An employee with twenty-five (25) but less than thirty (30) years of continuous service shall receive an annual payment of six hundred fifty dollars (\$650.00), computed on a biweekly basis.
 - (c) An employee with twenty (20) but less than twenty-five (25) years of continuous service shall receive an annual payment of five hundred fifty dollars (\$550.00), computed on a biweekly basis.
 - (d) An employee with fifteen (15) but less than twenty (20) years of continuous service shall receive an annual payment of four hundred fifty dollars (\$450.00), computed on a biweekly basis.
 - (e) Employees who resign, die, retire or are promoted to a title that does not receive longevity payments before the longevity payment is made will be paid a prorated share of the longevity payment.
 - (f) For purposes of implementation, the parties have agreed to continue bi-weekly payments at the new schedule amounts through October 31, 2018 and begin bi-weekly lump sum accruals effective November 1, 2018.

G. Articulated Bus Differential

Effective September 14, 2017, Bus Operators will be paid a \$1.00 per hour differential exclusively while operating an Articulated Bus in passenger service.

Section 4. OVERTIME

- A. Bus operators shall be paid at the rate of time and one-half for work performed after completion of a scheduled run, or after eight (8) hours of platform time per day, whichever is less, or after forty (40) hours of platform time per week.
- B. All day off overtime will be distributed on a seniority rotating basis as equally and fairly as possible. This will be Union supervised.

- C. All Maintenance employees shall be paid at the rate of time and one-half for work performed after eight (8) hours per day or forty (40) hours per week.
- D. No employee shall work more than thirteen (13) consecutive full days provided that all runs must be filled and if not, then a sufficient number of employees shall be permitted to work on the basis of seniority in order to fill all the runs.
- E. The Employer shall have the right, on a daily basis, to request its maintenance employees to work overtime in such categories as the Employer reasonably foresees work will be required. Each employee shall have the right to pick overtime in order of seniority in his/her own category. Absent a vacancy in his/her category he/she may pick in another category where there is a vacancy by seniority if qualified. Notwithstanding the foregoing, in the event of unforeseen circumstances, the Employer shall have the right to reassign an employee to any category for which he/she is qualified (e.g., he/she is eligible to pick or it is his/her category) to meet the specific need of the unforeseen circumstances. Provided, however, that if such reassignment is made, no employees shall be assigned during the same shift to perform the task which the reassigned employee had picked, and provided, further, that the Employer shall make such reassignment at the option of the employee in order of seniority. Absent the selection of any other employees, the most junior qualified employee must accept it.

Qualification will be determined by Management. If a dispute arises on the qualifications of an individual, the Union and Management will attempt to resolve the dispute, and if they are unable to do so, the employee whose qualifications are in question shall have the right to grieve for an appropriate remedy including, if the arbitrator so awards, a monetary penalty for his/her exclusion.

In the event an individual is working on a job that is not completed during his/her regular shift, the individual must complete the job on overtime before he/she can select another overtime job.

Section 5. SWING TIME

- A. All swing time in excess of two and one-half (2½) hours shall be paid for at straight time rates.
- B. No run to swing more than once unless paid, and no local swing runs on Saturday, Sunday or holidays; express swing runs on Saturday, Sunday or holidays shall be permitted to the extent provided in Section 20 (e).
- C. All swing runs must pay a minimum of fifteen (15) minutes straight time pay in addition to the run pay.
- D. All spread time in excess of eleven (11) hours on all swing runs shall be paid at time and one-half the basic rate.

Section 6. TRIPPER TIME

- A. Minimum pay for trippers to be two and one-half (2½) hours at time and a half.
- B. Express trippers to pay a minimum of two hours and forty minutes at time and one half.

Section 7. ACTING RATES

Every employee who performs the duties of a position to which a higher rate of pay is attached shall receive the higher rate of pay for the time (rounded to the next highest hour) such employee is engaged in such higher-paying position. The provisions of this paragraph shall not apply to bus operators while engaged in the operation of buses.

Section 8. SHIFT DIFFERENTIAL

Shift differential rates and hours shall be unified at the Shift Differential rates and hours that are in effect for the equivalent parity titles at the New York City Transit Authority. Shift differential rates shall be for hours worked between 6:00 p.m. and 5:59 a.m. the following day and on weekends for all hours worked between 6:00 p.m. Friday and 5:59 a.m. Monday. Effective January 16, 2018, there shall be an increase in the Shift Differential of 5%. Shift Differential rates are set forth in Appendix A.

Section 9. HOLIDAYS/PERSONAL DAYS

- A. During the term of this Agreement, the Employer will grant holidays with pay to the employees to whom this Agreement applies to the extent that they can do so without interrupting proper service upon the operation of their routes, garages and properties on each New Year's Day, Martin Luther King Day (Observed), Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Day after Thanksgiving, and Christmas Day.

Any current restrictions on Management's ability to set Holiday schedules and staffing levels shall be eliminated. There will be a modified schedule in Transportation and Maintenance on the Day after Thanksgiving.

The Employer shall determine, prior to each pick in which a holiday occurs, whether the holiday schedule for Transportation shall be a Saturday schedule, a Sunday schedule, a weekday schedule or a modified schedule.

- B. Employees who work on such holidays shall be paid their picked run, run worked, or eight (8) hours, whichever is greater, together with the differential on hours worked as per Section 8 above, and an additional three (3) hours for a worked "tripper". Employees without an assignment shall receive eight (8) hours pay. Employees assigned to work and failing to perform the assignment shall receive no pay whatsoever, except when the employee can produce a medical note.

- C. An employee who is required to work on a paid holiday at a time when he/she does not have eight (8) unused AVA days (Additional Vacation Allowance) to his/her credit may elect to be paid for his/her work on the holiday only what he/she would receive therefor if it were performed on one of his/her regular working days and instead of receiving eight (8) hours of additional pay therefor, be credited with an AVA day entitling him/her to another day off with pay in lieu of the holiday.

To make such an election, the employee must give notice thereof in writing to his/her superior at the holiday pick.

An employee shall not be allowed to make such an election more than eight (8) times in any one calendar year or at a time when he/she already has eight (8) AVA days to his/her credit.

At the option of the employee, an employee may carry over one (1) AVA day from one year to the next. All other remaining AVA days in an employee's AVA bank at the end of the year shall be cashed out in December.

The particular day on which he/she is to be released from work to make use of any AVA credit must be agreed to in advance by his/her superior.

Despite the fact that the letters "AVA" stand for the words "Additional Vacation Allowance", the so-called AVA days shall in no event be added to vacations or used in a group as a vacation period.

The employee shall have the option of requesting and obtaining eight (8) hours pay in cash at his/her regular straight time rate for any AVA days he/she has accumulated. Such request shall be made on a form prepared by the Company for that purpose.

- D. Employees who are on leave of absence, or who are on an inactive list or fail to report when scheduled, will not be paid for holidays occurring during their period of absence.
- E. An employee shall not receive wages for a paid holiday unless he/she reports for work and works on his/her last scheduled work day before the holiday and the first scheduled work day after the holiday, and the holiday, if scheduled to work, except when prevented by illness or death in the immediate family.
- F. After thirty (30) days of employment, a new employee shall be entitled to the holiday benefits in Section 9.
- G. Holidays that fall during a period of absence resulting from a work related or non-work-related injury or illness shall be treated as follows:
- (1) An employee who is absent and receiving disability pay as a result of a non-work-related injury or illness shall receive holiday pay for a holiday that falls during the period of disability. The suspension of disability pay for the applicable holiday

shall not be considered a break in the period of continuous absence for purposes of Section 37, Termination of Employment.

- (2) An employee who is absent and receiving Workers' Compensation as a result of a work-related injury or illness shall not receive any additional holiday pay where a holiday falls on a day for which he/she is receiving Workers' Compensation and differential payments in accordance with the provisions of Section 49, Injury Pay. Where a holiday falls on a day for which an employee is receiving Workers' Compensation, but is not eligible for differential payments in accordance with Section 49, he/she shall be paid a differential payment for the holiday to be paid in the same manner as Workers' Compensation differential as set forth in Section 49. In the event an employee is claiming a work-related injury or illness and such claim is being controverted by the Authority, holiday pay shall be handled in accordance with other applicable provisions of this agreement. If such claim is later determined to be compensable under Workers' Compensation, the payment for such holiday shall be subject to reconciliation where appropriate.

H. Personal Days

- (1) In addition to holidays, employees shall be entitled to six (6) Personal Days per year, except that in their first year of employment, new employees shall not be entitled to Personal Days. Personal Days shall be added to the Employee's leave bank on his/her first anniversary of employment. The Employee will then receive his/her personal day allotment of six (6) on each January 1 thereafter. Example: An Employee who is hired on September 1, 2008 will receive six (6) personal days on September 1, 2009, another six (6) personal days on January 1, 2010 and six (6) personal days on each January 1, thereafter.
- (2) Personal Days shall be permitted to be accumulated for a maximum of ten (10) days. In the event that days are unused or are taken in a period subsequent to the period which earned, then they shall be paid for at the highest rate in the first year they could have been used.
- (3) Assignment of such Personal Days shall be in keeping with Transportation and Maintenance needs, and shall be agreed upon between Union and Management. Each Personal Day will pay eight (8) hours.
- (4) A transportation employee taking a personal day shall receive approval not less than thirty (30) minutes before the time he or she is required to report to work.

Section 10. DAYS OFF

- A. No employee shall be compelled to report on his/her regular day off. Any employee who does report on his/her regular day off shall receive a minimum of eight (8) hours pay at one and one-half (1½) times his/her regular rate of pay. This does not apply to express trippers.

- B. All employees covered by this Agreement shall be scheduled to receive two (2) consecutive days off during each week.

Section 11. REPORT AND CHECK-IN TIME

- A. All employees in the Transportation Department shall be paid ten (10) minutes pay at straight time each day in addition to time actually worked for reporting and checking-in. Reporting time to be paid at time and one-half (1½) on day off work.
- B. Maintenance employees who do not work a scheduled assignment shall report in as ready at least eight (8) hours before next scheduled report time.

Section 12. BREAKDOWN

Employees in the Transportation Department shall be paid for time spent in layover and breakdowns occurring during their tour, and time and one-half (1½) after completion of tour.

Section 13. PAY SHORTAGE – TELEPHONE CALLS

- A. Any major shortage in pay checks (four (4) hours pay or more) to employees will be rectified prior to the next pay period. The Company will make its best efforts to issue payment as expeditiously as possible prior to the next pay period. Shortages of less than four (4) hours pay shall be paid in the next pay cycle. When the shortage has been caused by the error or oversight of the employee, the same shall be paid together with his/her next week's pay, regardless of the amount of the shortage.
- B. The Employer shall maintain contact numbers for incoming employee telephone calls (including calls for reports) and for calls to the Employer because of accident, road failures, etc.

Section 14. VACATIONS

- A. All employees covered by this Agreement shall receive during the term hereof vacation with pay as follows:

After one (1) year of employment	One (1) week
After two (2) years of employment	Two (2) weeks
After five (5) years of employment	Three (3) weeks
After ten (10) years of employment	Four (4) weeks
After fifteen (15) years of employment	Five (5) weeks

- B. For each week of vacation, all employees hired on or before June 9, 2009 shall receive one fifty-second (1/52) of his/her total earnings for the year prior to his/her vacation. The total yearly earnings for each employee shall be based upon the sum of his/her gross earnings as shown on Social Security reports in the four (4) quarters which precede by thirty (30) days or more the first day of his/her vacation. For all employees hired after the June 9,

2009 Award, vacation pay shall be equal to what the employee would have earned had he/she been working during that period on his/her regular work or run schedule. However, if a Bus Operator who has a regular run is permitted, by pick or otherwise, to take on any extra work in addition to his/her regular run, such extra work shall not be considered part of his/her regular work schedule. The vacation pay for the period of vacation of a Bus Operator who is an "extra list" operator (aka spare operator or extra board operator) or Vacation Floater shall be paid at his/her regular rate of pay when on vacation a number of hours equal to the average number of paid hours per week in all regular runs on the schedules in effect for the five (5) TWU, Local 100 represented depots at the time he/she takes vacation (Division Pay).

- C. Employees who want to i) take up to two (2) weeks of their annual vacation in single days, ii) cash in two (2) weeks of their vacation allowance or iii) take one week in single days and one week in cash, will be given the opportunity to do so provided that they commit to do so approximately six weeks before the general pick. Employees who choose to cash in vacation week(s) shall have the choice of receiving payment concurrent with their first week of picked vacation, or at a subsequent time. Employees who choose to take a week (or weeks) in single days who are unable to take all of the days as of the end of the vacation year will be paid in cash for all unused days. Under either option, employees will not choose a week during the annual vacation pick in which to take unused single days.
- D. Vacation pay shall be paid with the regular pay cycle. Advance Vacation Pay shall be eliminated.
- E. If a vacation slot is available, employees who are out-of-service on worker's compensation, disability or assault pay shall have the option of rescheduling their vacation to such vacant slot on seven (7) or more days' notice prior to the start of the scheduled vacation. Absent rescheduling of vacation by the employee, then the practice of being paid for vacation shall apply.
- F. Beginning in 2010, there will be a change in vacation scheduling as follows: The number of employees off on any given week shall be spread equally throughout the vacation year. The MTA Bus Company shall increase the quota of employees on vacation from an equal number of employees off on each week of the year to 10% above that number during the weeks including May 1 to September 30; and the weeks of Christmas, New Years, Thanksgiving and Easter. Vacation slots shall be picked in both Transportation and Maintenance no later than November 30th of each year for the following year.

Section 15: TRAINING

Training or instruction may be required for employees, at the Zerega Avenue facility (or such other facility so designated by the Company), providing that there shall be no loss of full pay as a result of attending the training. Bus Operators who are on the extra list or who are vacation floaters shall receive division pay.

Section 16. EXTRA BOARD

- A. Extra Board Operators, when required to report for work five (5) days, shall be guaranteed a minimum of forty (40) hours weekly with the provision that he/she shall lose 1/5th of this guarantee for each day he/she is absent.
- B. All Extra Board assignments shall be at least eight (8) hours, and may consist of more than one piece of work. Extra Board Operators assigned to shape/relief work shall be paid for all reporting time at straight time if no work is assigned and must stay on report for a combined total of eight (8) hours. If work is assigned, the time spent on report shall be paid for in addition to the time spent on the work assigned. Report time shall be included in the computation of overtime pay, if any.
- C. For general and depot picks, all operators shall be permitted to pick the Extra Board. The number of Extra Board positions at each depot shall be determined by Management based upon the needs of service. Assignments shall be assigned in accordance with Paragraph E below. Unassigned vacation relief operators shall be placed on the Extra Board in seniority order. Operators returning from extended absences of any kind of forty-five (45) days or more, including but not limited to, disability, workers' compensation or leave of absence, shall be assigned to the Extra Board and shall select a slot based on their seniority.
- D. Extra Board assignments shall be available to Bus Operators only. Operators who pick the Extra Board cannot pick scheduled overtime assignments in the general or depot pick.
- E. Extra Board Assignments
 - 1. Open work shall be eligible for assignment to Extra Board Operators. There shall be no restrictions on the number or type of Bus Operator assignments which shall be covered by the Extra Board.
 - 2. The determination as to which open assignments shall be available for a hold down shall be made by Management. Hold-downs and weekly reports for the following week will be picked on Friday. The remaining operators will pick RDO's for the following week. Such assignments shall be picked in accordance with seniority. If the regular operator returns earlier than anticipated, the hold-down operator shall be returned to his/her picked slot.
 - 3. All extra list operators not on hold down or weekly report will pick daily in the AM by seniority for the following day. The Dispatcher shall, with input from the Union, determine what work will be posted for the Extra Board on a daily basis. There shall be no right of refusal for an Extra Board Operator.
 - 4. Where an Extra Board Operator is assigned a route that would not enable the employee to have eight (8) hours rest time before his/her next scheduled report, his/her report time shall be adjusted to allow for eight (8) hours rest time.

Section 17. DISABILITY INSURANCE, MEDICAL REIMBURSEMENT AND 19(A) PHYSICALS

The Employer agrees to provide and pay the full cost of the types of insurance and benefits specified below for all employees covered by this Agreement:

- A. Accident and sickness disability benefits in the amount of One Hundred Five Dollars (\$105.00) per week above the State Disability Law requirement in effect at the time of the disability for a period of twenty-six (26) weeks and shall cover the employee from the first day due to accident and the fourth day due to illness. Unless hospitalized and he/she is incapacitated for sixty (60) or more days then the initial three (3) day waiting period for disability shall be waived.
- B. After ninety (90) days of employment, a new employee shall be entitled to benefits in Section 17(A) above.
- C. The Employer shall assume the cost of the 19(a) physical exams above the Welfare Fund allowance provided the employee uses a doctor designated by the Employer. In the course of the 19(a) physicals, the Employer shall screen for drugs.
- D. The Employer shall use its best efforts to select Employer doctors at centrally located sites.

Section 18. EXISTING RIGHTS AND PRIVILEGES

The parties have agreed to integrate the terms of the June 9, 2009 Impasse Award and subsequent Agreements into one comprehensive Agreement, using the Agreement applying to College Point Depot as a common platform for all MTA Bus Depots/Locations represented by TWU Local 100. The parties further agree that practices that existed at College Point shall be extended to and supersede practices at other MTA Bus Depots/Locations represented by TWU Local 100. All other practices shall be discontinued.

The Union and the Employer may mutually agree at any time and from time to time in writing signed by the parties to modify or eliminate existing work practices.

Section 19. UNIFORMS AND WORK CLOTHES

- A. Transportation

The Employer shall provide uniforms for operators in an amount sufficient to be uniformed at all times, and provide replacement program where condition of uniform warrants. The Employer shall provide gender specific uniform pants for operators and specially tailored pants for pregnant operators. New operators to be uniformed as soon as possible to provide same. The following total number of uniforms will be provided:

2 Winter pants; 2 Summer pants; 3 Winter shirts; 4 Summer shirts.

An annual allowance of \$150.00 per Bus Operator per year for uniform maintenance.

All employees shall wear full uniform while operating a bus; failure to do so may subject employee to disciplinary proceedings. Bus Operators are permitted to operate the coach without wearing a necktie from May 15th to October 15th.

B Maintenance

Current College Point Depot uniform allotments for Maintenance Employees shall remain as is and apply to all locations.

Cold weather coveralls shall be provided for Helpers, as needed.

Maintenance employees will be supplied with two pairs of work shoes per year under the shoe program established under the 2017-2019 NYCT/TWU Local 100 Agreement. For 2018 only, maintenance employees will be eligible to receive reimbursement for one pair of work shoes for the spring of 2018, not to exceed \$100. Employees who elect to receive reimbursement for one pair of work shoes during the spring period will be eligible to receive one pair of work shoes from the vendor beginning September 2018. Employees who do not elect to submit for reimbursement will be eligible for two pairs of work shoes beginning September 2018.

The Employer shall provide foul weather gear for Maintenance employees as required. Replacement of worn jackets shall be the responsibility of the Employer; replacement of lost or stolen jackets shall be the responsibility of the employee, provided that if there are extenuating circumstances, the employee shall not be responsible.

Section 20. SCHEDULES, RUNS AND PICKS

- A. The Employer shall have the right as one of the functions of Management to arrange and revise schedules to accommodate the traveling requirements of the public. When the Employer determines that the schedule on any line is to be revised, it shall fix the date on which the revised schedule is to become effective. At least thirty (30) days prior to the effective date, the Employer shall forward a copy of the revised schedule to the Union officials of that Division for the purpose of enabling employees affected to re-pick runs on that line. Operations in accordance with the revised schedule shall commence on the effective date, with any unpicked runs being filled by unassigned operators, or extra operators, in the same manner that open runs are now filled from the extra list.
- B. There will be one General Pick each year simultaneously at all MTA Bus Depots represented by Local 100, which shall be effective in January of each year. Local 100 shall establish a seniority system that will be used for general picks in time for use in the 2010 General Pick.

In addition to the General Pick, there will be up to three depot picks per year. The effective dates of such picks shall be based upon the needs of service as determined by Management.

Employees who are hired between General Picks shall be assigned to a depot by MTA Bus Management based upon the needs of service.

Vacation Schedules shall be posted, and employees shall pick vacations, after the General Pick.

Operators who have been out on an extended absence of any kind for forty-five (45) days or more, including but not limited to disability, workers compensation or leave of absence, who do not return to service at the time assignments are picked, will not be eligible to pick assignments or vacation. Provided, however, if an employee provides medical certification the he/she will return to work within thirty (30) days of the effective date of the pick, the employee on extended absence will be permitted to pick upon mutual agreement of the Union and Management. Such agreement will not be unreasonably denied. Employees ineligible to pick under this provision shall be assigned to the extra board upon their return to service and shall select a slot on the extra board based on their seniority. An Operator who is not eligible to pick vacation weeks at the time of the vacation pick and who subsequently returns to work during the vacation year may pick vacation weeks upon his/her return to work based on the vacation weeks that would have been available to such Operator based on his/her seniority had he/she been eligible to pick. Vacation weeks that are unable to be picked shall be cashed out. Additionally, based upon operational need and upon consultation with the employee and the Union, management may request that an employee's vacation, or a portion thereof, be cashed out in lieu of being taken.

All schedules shall be presented to the Union Committee thirty (30) days prior to the effective date of the pick. Bus operators shall be permitted to pick their runs on each schedule in the order of seniority at least five (5) days prior to the date on which each schedule is to go into effect.

- C. The Company may interline (blend) routes initiating from the same depot, but only so as to combine express runs with express runs and local runs with local runs.
- D. No scheduled run shall pay less than forty-two (42) hours and forty-two (42) minutes per week of five (5) days except for Transportation employees hired on and after April 1, 1980, where the scheduled run shall not pay less than forty-one (41) hours and fifteen (15) minutes. When an operator works less than five (5) days, this guaranteed minimum shall be pro-rated.
- E. Relief Points Away from the Depot

The Company shall have the ability to relieve operators at locations away from the depot between the hours of 6:00 a.m. to 6:00 p.m., seven days a week. The locations used will be chosen with due consideration for the safety of employees and in consultation with the Union.

When an operator is required to travel from his/her home depot to a distant point in order to start the first trip of his/her run, or is required to return to his/her home depot after completing the last trip of his/her run at a point distant from his/her home depot, he/she shall be allowed traveling time based upon the scheduled running time between the respective points and one scheduled headway.

There shall be no road shift reliefs on weekdays after 6:00 P.M., except at 28th Avenue, College Point Boulevard and 20th Avenue, Steinway Street. All runs on Q67, Q65A and Q66 are to pull in and out of garage on Saturdays, Sundays and holidays.

Section 21. TIME OFF BETWEEN ASSIGNMENTS

Except in an emergency, no employee may be compelled to report to work unless he/she has had at least eight (8) consecutive hours off within a 24-hour period.

Section 22. INTEGRATION

Prior to the transition to MTA Bus, Local 100 represented employees at five (5) different private companies, now comprised of the Baisley Park, College Point, Eastchester, LaGuardia and Yonkers Depots of MTA Bus. Additionally, subsequent to the June 9, 2009 Impasse Award which included depot integration, the parties agreed to establish the East New York Central Maintenance Facility, the terms of which are set forth in Appendix B. The integration of the functions of these locations shall be as follows:

1. Routes, equipment and work may be moved among these locations.
2. Employees may move between the locations, and the Union will implement a system for work picks to facilitate the movement of personnel. That system is described elsewhere in this document.
3. To the extent feasible, management will ensure that changes in the distribution of work among the depots will coincide with annual system picks, so that employees may mitigate the effects of work changes by choosing their preferred work assignments.
4. The Union shall establish the seniority system to be used in picks.

Section 23. GARNISHMENTS

No member of the Union shall be dismissed for having a garnishment levied against him/her.

Section 24. DEPOSITS

No deposits shall be required on any equipment, badges, lockers, etc., but employees shall pay for such equipment if lost.

Section 25. ACCIDENT AND INCIDENT REPORTS

Operators summoned to the Claim Department or to the Employer's office for the purpose of giving statements concerning accidents or incidents shall make their first report without pay for time lost. Unless such report is incorrect or incomplete, or where more than one report is required by law, for any subsequent call to the Claim Department or the Employer's office in connection with the same accident or incident, the operator shall be paid for time lost. No such pay shall be computed in overtime.

Section 26. ASSAULT PAY

- A. The Employer will fully compensate any employee for the first two (2) weeks of disability resulting from injuries sustained by him/her by reason of an assault perpetrated upon him/her while engaged in the performance of his/her duties or in an attempt to rob him/her of Employer property. An Extra Employee or Vacation Floater so assaulted shall be paid the pay of the run worked by him/her at the time of the assault, or the minimum guarantee, whichever is greater.
- B. The Employer shall provide a \$100,000.00 Assault and Disability Insurance policy for all employees.
- C. Assault must be certified by Employer doctor within forty-eight (48) hours and date employee may return to work must also be given by Employer medical doctor.

Section 27. VETERANS; MILITARY SERVICE

- A. In addition to the privileges and preferences accorded veterans of the Armed Services of the United States pursuant to law, any employee who is a veteran and returns to his/her job with the Employer, and works thirty (30) days shall be paid his/her vacation pay at the rate in this Agreement elsewhere provided, for the year in which he/she shall so return to work. In the event that such employee received termination pay upon entering such Armed Services during the same calendar year, such termination pay so received shall be deducted from the amount otherwise payable under this paragraph.
- B. Any employee who enters military or naval service of the United States, i.e., the Army, Navy, the Marine Corps, the Air Force, or any other division of the military or naval establishment of the United States or of the State of New York, or who, being a member of the Reserve Corps. or of the National Guard, is called to active service, or who is separated from his/her employment with the Employer under any provisions of the Selective Service Acts of 1940 or 1948 or any similar law, shall at any time thereafter be reinstated to his/her position with the seniority and rate of pay that he/she would have

received had he/she continued in the service of the Employer from the date of severance from his/her employment until the date of his/her reinstatement, provided he/she applies for such reinstatement within sixty (60) days after his/her discharge and is qualified for said position. If any applicant for reinstatement shall request a reasonable opportunity for re-instruction before his/her qualification is determined, the Employer shall afford the applicant such opportunity.

- C. The Employer shall pay to any employee performing two week military reserve duty the difference between compensation from the armed forces and the minimum guarantee.

Section 28. RESIGNATIONS

Resignation by employees shall not be effective unless made voluntarily and in writing, it being, however, understood and agreed that in cases in which claim is being made by the Employer that an employee has announced his/her resignation orally, it will advise the Union of its claim by registered mail within twenty-four (24) hours after the alleged oral resignation and in the event that the Union does not within ten (10) days after receipt of such communication from the Employer dispute the claim for such resignation, the resignation shall be deemed to have taken effect, notwithstanding that it was made orally.

Section 29. COURT ATTENDANCE

- A. Employees who attend court on behalf of the Employer shall be paid for the day.
- B. If such attendance is required on an employee's regular day off, he/she is to be paid therefor at time and one-half.

Section 30. LEGAL REPRESENTATION

The Employer shall provide legal representation to employees summoned before the Motor Vehicle Bureau in connection with an accident occurring while the employee was operating an Employer motor vehicle.

Section 31. CHANGE OF ASSIGNMENT/ EXCHANGE OF BUS EQUIPMENT ON THE ROAD

- A. In the event of any situation which could not be reasonably foreseen, the Employer shall be permitted to make such changes in operation from schedule as it deems necessary in the interest of convenient and efficient service to the public without interference from Union representatives. If a Union representative has a grievance in connection with any such instructions, he/she shall follow the prescribed procedure for the settlement of grievances.
- B. If a route or routes are closed under paragraph (a), the operator must remain on report and accept another assignment and be paid the pay for his/her original run or his/her report time and new assignment, whichever is greater. If, however, an operator's pick or assigned work has been changed by the General Superintendent of Transportation for any other

reason than the above and he/she reports for same, the operator shall be paid the full time of the original run or assignment for which he/she reported. Such operator may at his/her option be held on report and, in the event that he/she is used for any other assignment of work, he/she shall be paid the additional time at one and one half (1½) times his/her regular hourly rate of pay.

- C. (1) An operator working an express route whose destination is changed by a Dispatcher in Manhattan shall receive a minimum of an additional thirty (30) minutes pay at time and one-half. An express operator returning to the garage empty who is requested to make a Q66 local run and who agrees to make such run shall be paid an additional one (1) hour pay at time and one-half.
- (2) An operator working an express run listed below whose destination is changed by a Dispatcher in Manhattan shall receive the following minimum pay at time and one-half:

<u>Run</u>	<u>Minimum</u>
Glen Oaks	One (1) hour
North Shore Towers	Forty-five (45) minutes
Fresh Meadows	Forty-five (45) minutes

D. Exchange of Bus Equipment on the Road

Bus Operators and Maintenance employees with CDL's may be required to perform road replacements. The distribution of work will be done fairly and the Union will be entitled to all information needed to determine that fairness has been met. Any issues of abuse will be referred to the depot AGM and depot Union Chairperson for resolution.

Section 32. BULLETIN BOARDS

The Employer shall permit the posting of official Union notices on regular bulletin boards and space thereon shall be allotted wherever required, but such official Union notices shall be limited to announcements and shall not contain anything political or controversial and in no circumstance shall reflect upon the Employer or upon any of its employees.

Section 33. SENIORITY AND PROMOTIONS

- A. Employees shall select runs, vacations and days off according to seniority in their respective classifications. Maintenance employees and Transportation employees shall constitute separate seniority units.
- B. Eligibility for promotion in the Maintenance Department shall be based upon passing a practical and/or written examination and the employee's safety, discipline and attendance record. Order of promotion shall be by rank on the eligibility list. Rank shall be based on combination of test score, weighted 85%, and seniority, weighted 15%. Training programs, whether the result of promotional opportunities, refresher training or any other type of training, shall be provided by the Company consistent with industry standards,

including, but not limited to the training school at NYC Transit's Zerega Avenue facility. Current Helper upgrade training programs shall be eliminated. Training Instructor, Trainer and Lead Mechanic Titles shall be eliminated through attrition. Any employee who is currently serving in the Training Instructor, Trainer and Lead Mechanic title shall be grandfathered at his/her current rate of pay and/or differential rate until such time that he/she no longer occupies the grandfathered slot. These employees shall be reassigned to maintenance work within the Maintainers classification and may also be utilized to provide training. In addition, any training and/or lead differential shall apply to grandfathered employees only.

- C. All employees on the property who meet eligibility requirements at the time of the giving of the written test shall be eligible to take the test. All employees shall retain the right to return to their former positions within one (1) year of appointment without loss of seniority, if such promotion is to a different bargaining unit.
- D. The parties acknowledge and agree that the Company's current practice of offering a promotional exam, where applicable, concurrently with an open competitive exam, and the Company's practice of preferential hiring of Union members as promotional applicants, will continue for the duration of this agreement, to the extent permitted by law.

Section 34. JURY DUTY

Every employee shall be entitled to receive the regular pay of his/her run for jury duty, up to a maximum of three (3) weeks, during the term of this Agreement, provided that the third week shall be based on 40 hours pay, and subject to the following terms and conditions:

- A. Each such employee shall be required to submit to the Employer any notice relating to jury duty within forty-eight (48) hours after he/she has received such notice.
- B. The Employer shall have the option of seeking to have the employee excused from jury duty.
- C. The employee shall not receive pay for the day on which he/she is required to qualify for jury duty.
- D. The Employer shall be entitled to offset the amount received by the employee for jury service from wages payable to him/her during the period of jury duty.
- E. An extra employee or vacation floater on jury duty shall receive the pay of his/her picked or assigned run, or eight (8) hours pay, whichever is greater, subject to the foregoing terms and conditions.
- F. The employee shall be paid for total time lost in Federal Courts.

G. The employee shall receive his/her regular pay for loss of time in court on the regular pay day. Upon receiving the check or checks for jury duty to him/her by all courts, he/she must endorse the check or checks and turn same in to Employer.

H. All employees serving jury duty shall have Sunday and Saturday off, if full week is served.

I. Employer shall not pay for jury duty if an employee volunteers for jury duty.

Section 35. DEATH IN FAMILY

Each employee shall have three (3) days off with pay for death in the immediate family. For the purposes of this Section, immediate family shall be defined to mean the spouse, children, parents, brother and sister, and father-in-law and mother-in-law of the employee. It is understood that paid leave for death in family shall be provided to any employee on sick leave, vacation, workmen's compensation status, and regular days off, immediately following same. The Employer may require reasonable proof of the claimed death in family. An extra employee shall be paid the pay of his/her picked or assigned run, or eight (8) hours pay, whichever is greater. Failure to produce a death certificate within thirty (30) days after payment for this time shall result in withholding of payment previously made or be subject to discipline.

Section 36. LEAVE OF ABSENCE/MATERNITY-PATERNITY LEAVE

A. Leave of absence may be granted provided employees are available and leave can be granted without disruption of normal operation. No leave of absence shall be given without the Union representative being notified and agreeing to same. The Employer shall not unreasonably refuse a leave of absence.

B. Employees, who without receiving leave of absence from the Employer, absent themselves for fifteen (15) or more consecutive days, shall be subject to dismissal unless such absence is occasioned by sickness, accident or other reason beyond the control of the employee.

C. In addition to any and all other entitlements, including, without limitation, FMLA and/or sick/vacation leave, Local 100 members shall, upon the birth of a child, be entitled to two (2) weeks fully paid Maternity/Paternity Leave, which shall be utilized prior to utilizing any other paid leave benefits.

Section 37. TERMINATION OF EMPLOYMENT

A. An Employee absent because of a work related or non-work related injury or illness shall be terminated from employment with the MTA Bus Company one (1) year after the last day worked, or two (2) years if the disability is the result of an assault on the job.

B. Employees terminated under this provision may, within one year after termination of such disability, make application to the Company for a medical examination to be conducted by the Company's medical office. If, upon such medical examination, the medical office certifies that such person is physically and mentally fit to perform the duties of his/her

former position, he/she shall be reinstated to that former position, if there is a vacancy. If there is no such vacancy, the employee shall be placed on a preferred list for that former position and shall be eligible for reinstatement to that position for a period of four (4) years.

- C. Employees incapacitated by illness or accident shall be covered by all benefits provided in this contract for a period one (1) year from the date of commencement of the illness or accident by which they have been incapacitated, or two (2) years if the disability is the result of an assault on the job.

Section 38. LIGHT DUTY – TEMPORARILY DISABLED EMPLOYEE/
WORK PENDING FITNESS FOR DUTY – DRUG TEST RESULTS

- A. The Company shall create one light duty post per location and the employee shall receive his/her regular rate of pay with guaranteed minimum. In all other cases, when an employee is temporarily disabled, then in the event he/she is retained in the Employer's employ and he/she has more than three (3) years of service, he/she shall receive the rate for the existing job assignment or a new rate can be negotiated between Union and Employer for a new job assignment. The employee shall be qualified to perform his/her new job assignment. The one light duty position is available for ninety calendar (90) days, after which it may be re-evaluated. If no other employee is awaiting the one light duty position, a second, final 90 days may be granted. If another employee is awaiting the position, the first employee will be bumped, regardless of seniority. Employees applying for the light duty position must be out of work at least six (6) months, and have exhausted all funds through disability. No employee out on workers compensation may be eligible to apply. The Company and Union may agree to a lower wage for each person holding the position.
- B. Division Shifter: Restricted Duty positions shall be established for the purpose of performing bus moves between depots and vendors. The number of restricted duty positions to perform such moves shall be determined by Management based on operational needs. Bus Operators and employees assigned to the maintenance department who have a valid CDL shall be eligible for these positions. The persons selected to perform this work shall be selected by mutual agreement between the Union and Management. Reporting locations for employees assigned to these positions may vary daily based on the needs of service.
- C. In the event of a dispute as to disqualification for medical reasons, an impartial doctor shall make the final determination.
- D. Employees who are classified as safety sensitive may be temporarily assigned to the following non-safety sensitive assignments pending the results of a fitness for duty drug test:
- Graffiti removal
 - Door operation during winter months
 - Window cleaning
 - Bumpers cleaning

- Driver's compartment cleaning
- Washing of company cars, vans and trucks
- Posting of bulletins and signs and placing pamphlets and other information on buses

Section 39. GRIEVANCE MACHINERY

A. (i) Any contractual grievance or complaint shall be initiated by a writing signed by a Union Representative and submitted to the employee's manager. A disciplinary proceeding or Management grievance of a violation of this Agreement shall be initiated in writing by Management. The writing shall specify the nature of the contractual grievance or complaint, or the basis for the disciplinary proceeding.

(ii) All First Level hearings, unless otherwise mutually agreed, shall be held on the first Hearing Day after receipt of a written request. The Employer and the Union shall provide the other with any writing, if any, which shall be used throughout all of the steps provided for herein at least forty-eight (48) hours prior to the hearing. Any employee not scheduled for work on the Hearing Day shall be scheduled by mutual agreement for another date. The Department Head or his/her designee and the Union Committee together with the grievant and necessary witnesses shall attend the First Level hearing. The Department Head or his/her designee, shall issue a written determination within seventy-two (72) Hours of the First Level hearing.

(iii) If not satisfied with the First Level determination, the Union may request in writing a Second Level hearing, which shall be attended by the Senior Director, Labor Relations or his/her designee, the Union Representative, and if appropriate, the persons who because of their involvement in the grievance, appeared at the First Level hearing. The request shall be made to the Senior Director, Labor Relations or his/her designee within seventy-two (72) hours of receipt of the written First Level determination. Any employee not scheduled for work on the Hearing Day shall be scheduled by mutual agreement for another date.

Unless otherwise agreed, the Second Level hearing for contractual grievances shall be held at least twenty-five (25) work days prior to the scheduled grievance arbitration date. The Senior Director, Labor Relations or his/her designee, in the case of a Union grievance, shall issue a written determination within ten (10) work days after the conclusion of the Second Level Hearing. The Grievance Arbitration Calendar must be presented by the Union to MTA Bus Labor Relations at least ten (10) work days prior to the Arbitration date.

(iv) If not satisfied with the Second Level determination, the Union may request that the contractual or disciplinary grievance be brought before the Impartial Arbitrator. The Company may also submit a contract grievance to the Impartial Arbitrator for his/her opinion and determination. A request for a hearing before the Impartial Arbitrator shall be in writing in the form of the grievance arbitration calendar or for disciplinary matters, the appeal from the Second Level determination. The hearing before the Impartial Arbitrator shall be held at such time and place as the Impartial Arbitrator shall determine.

- B. No discipline or reprimand shall be applied to any member without Union representation.
- C. No employee shall be disciplined except at a hearing in accordance with (A) and (B) above, except for the following: (i) Reporting to work drunk or under the influence of drugs; (ii) Being drunk or under the influence of drugs while on the job; (iii) Consuming alcohol or drugs while on the job; (iv) Selling drugs while on the job; (v) Stealing money or property; and (vi) Committing or threatening to commit any action which endangers the safety of persons or property.
- D. Employees suspended/dismissed pending appeal shall be restored to the payroll after the employee has been suspended from service for thirty (30) work days. The thirty (30) days shall be counted from the day the employee is suspended/dismissed until the case is first scheduled before the Arbitrator. The thirty (30) days shall not include any time after an employee is notified of the decision at any of the steps until the Company receives written notice of the appeal to the next step in the procedure nor any delay of a hearing or postponement brought about by the employee or his/her union representative. In no event shall this subsection entitle an employee to pay beyond the first scheduled hearing date before the Arbitrator except where such hearing date is postponed at the request of the Company.
- i. Unless otherwise agreed, the First Level hearing for employees suspended/dismissed pending appeal must be held within forty-eight (48) hours of service of disciplinary charges and corresponding suspension and a decision issued in writing to the employee and the Union within two (2) days.
 - ii. Unless otherwise agreed, the Second Level hearing for employees suspended/dismissed pending appeal must be held within eight (8) days of receipt of the appeal by the Senior Director, Labor Relations or his/her designee and a decision issued in writing within two (2) days after close of the hearing.
- E. Employees shall not be required to report for interviews with Department Heads more than one (1) hour prior to the commencement of, or more than one (1) hour after, their regular tour of duty where practical. For an appearance required prior to or subsequent to the permissible periods named in the next preceding sentence, employees shall be paid at their regular rates.
- F. Reduction of Penalties for Minor Violations

Effective upon full execution of this Agreement, employees may improve their disciplinary record for certain minor violations. Such improvement of record shall be determined by the following time schedule:

Time of Violation	Penalty
Minor violation within 1 year of last violation	follow progressive discipline
Between 1 year and 1 ½ years from date of last violation	Repeat last penalty
Between 1 ½ and 2 years from the date of last violation	½ of last penalty*
Between 2 and 2 ½ years from the date of the last violation	¼ of last penalty*
Between 2/12 and 3 years from the date of last violations	1/8 of the last penalty*
After 3 years with no violations	Record of minor violations will not be considered in setting the penalty for the next minor violation.

* Where the penalty to be assessed is less than a one day suspension, a reprimand will be substituted.

- i. The improvement of penalties only applies to minor violations. The penalty for serious violations, including but not limited to those outlined in paragraph B above will be based upon the severity of the instant violation and/or the employee's overall disciplinary record.
 - ii. A considerable time period (minimum of five (5) to seven (7) years) between serious violations, may, on a case by case basis, be considered as a mitigating factor in determining the appropriate penalty, depending upon the severity of the instant violation and only where there is no impact on the safety and welfare of the public or employees of the Company.
- G. The parties have agreed to a separate Accident Review System and Minor Customer Complaint Procedure, the terms of which are Annexed hereto as Appendices C and D.
- H. Upon mutual agreement of the parties, an employee may choose to work for any period of suspension and pay a fine equal to 30% of his/her regular salary during the period in question. For purposes of progressive discipline, the only penalty reflected on the employee's record will be the suspension time that was originally accepted or imposed through arbitration. The provision will not apply to employees who are pre-disciplinarily suspended.
- I. In computing the time within which any action must be taken under the above procedures, Saturdays, Sundays and holidays shall not be counted except where otherwise specified.

J. Probationary Employees

All new employees shall serve a one (1) year probationary period from their date of hire. The one (1) year probationary period may be extended up to six (6) months by mutual agreement of the parties. A probationary employee dismissed during the probationary period may not appeal such action under the grievance and arbitration provisions of the collective bargaining agreement.

There will be a three-step review process; the first after 90 days, the second after 180 days and the third after 270 days. If the probationer's performance is unsatisfactory, he/she must be counseled by his/her General Superintendent or his/her designee or the department head or designee where applicable in the presence of the probationer's Union Representative. A notation of the counseling session will be made on the review form.

Employees who are promoted to another title within the bargaining unit shall serve a six (6) month probationary period in their new title. During the probationary period, the employee may be returned to his/her prior title either by decision of the employer or choice of the employee.

The Employer shall not discharge a probationary employee between the 30th and 90th day of employment for medical reasons occurring after the beginning of employment unless such medical reasons result from a condition existing prior to the beginning of employment.

K. Howard Edelman shall be the Impartial Arbitrator for disciplinary matters. Martin Scheinman shall be the arbitrator for contractual grievances.

L. Employees shall have the right to review their employment record at reasonable times upon reasonable notice to the Employer.

Section 40. REVOCATION OF EMPLOYEE'S DRIVING LICENSE

In the event of revocation of an employee's driving license, both the Employer and the Union will exert their best efforts to expedite the return of the license to the employee.

Section 41. TERMINATION PAY

A. Upon termination of their employment, employees who have completed their probationary period will receive pay for vacation accrued in the year of their termination prorated based on months worked in the vacation year prior to their date of separation.

B. An employee who is dismissed on charges, or resigns or retires while on charges or in anticipation thereof, shall not receive any termination pay.

Section 42. WORK DISTRIBUTION

No person who is not a member of the Union shall drive or operate a bus, truck or other service vehicle on Employer business nor shall he/she do any shop work, or perform any other work which is ordinarily performed by a member of the Union, except that the current practice of Dispatcher's moving vehicles (ie; Buses) on the road will remain the same and will not be expanded. Management may assign nonmembers to these jobs with the consent of the Union, provided that the person so assigned is accompanied by a Union member.

Section 43. SUBCONTRACTING/ LAY-OFFS

There may be sub-contracting out of any work covered by this Agreement where the Employer does not have the facilities or qualified personnel available to perform the work or the work cannot be completed without unreasonable delay. There shall be no lay-offs during the term of this Agreement (January 16, 2017 to May 15, 2019) unless the MTA Board requires a reduction in force, service, or budget. Provided, however, if the Employer shall terminate its operations in its entirety, and cease to do business, and gives written notice thereof twenty-one (21) days in advance of said date in writing to the Union by registered mail, return receipt requested, there shall be no obligations under the terms of this contract occurring after the date of termination but the Employer shall be liable for all obligations of this contract accrued up to the date of termination. These provisions, as all others in the contract, are subject to the Grievance Procedure except that if the parties reach impasse on the bargaining regarding decision and effects this shall not be subject to arbitration.

Section 44. STRIKES AND LOCKOUTS

Pursuant to Section 210 of the Civil Service Law, during the term of this Agreement or any extension thereof, the operating employees shall not participate in any strike, including a sympathy strike, against the Employer, nor shall the Employer lock out any operating employees for any reason during the term thereof.

Section 45. MEAL RELIEFS AND PAID EATING TIME

In approximately the middle of each straight run of six (6) hours or more duration, there is to be paid eating period equal to lay-over time plus headway, but not less than thirty (30) minutes.

Section 46. TRAVEL TIME PAY

Travel time, where an operator is operating a vehicle to or from a route, shall be made subject to overtime computations; travel time, where the operator is not driving the bus but is required by the Employer to travel to some point, shall be paid at straight time rates; that form of so-called travel time, where the operator is not actually required by the Employer to travel, shall be eliminated.

Shop employees are to be paid one-half (1/2) hour paid travel time at straight time rates in addition to the pay earned for that day when called in due to an emergency.

Section 47. PASSES

The Employer shall issue passes to all operating employees, who, whether in or out of uniform shall be entitled to ride on all of the employer's lines without paying any fare upon exhibiting such pass to the operator of the vehicle, except where exempted by the Employer. Upon termination of employment, the pass shall be surrendered before final payment of wages is made, unless loss of pass has been reported prior thereto.

In addition to those entitlements set forth above, Local 100 members employed by MTA Bus will be entitled to use the EPIC Pass on MTA/New York City Transit subways and TA/OA local buses and on SIRTOA. Additionally, employees who reside outside of the five (5) boroughs of New York City, as filed with the Company for tax purposes, will be entitled to either the Metro North Railroad or Long Island Railroad pass for commutation. All existing rules and regulations applicable to commutation passes shall apply. The Company reserves the right to revoke the use of such pass, if abuse is established.

Section 48. SICK PAY

- A. Effective January 1, 2018, 14 sick half-days will be credited at the beginning of the calendar year for all TWU work locations. All employees will be entitled to bank up to 60 half-days. In order to transition to the calendar sick leave year, for 2018 only, employees at College Point depot and East New York shall receive a pro-rated amount of 11 half-days and employees at LaGuardia Depot shall receive a pro-rated amount of 7 half-days. Employees at College Point Depot, East New York and LaGuardia Depot were also given the option to cash out 6 half days in exchange for one day's pay in advance of the transition to the calendar sick leave year. Upon presentation of an adequate certificate from a duly licensed physician, the Employer shall pay a total of not exceeding fourteen (14) half (1/2) days per year on the fourth (4th) day of illness. Unless hospitalized and incapacitated for sixty (60) or more days then the initial three (3) day waiting period shall be waived. The present computation of the fourteen, one-half sick days shall continue except that a minimum of forty-one (41) hours and fifteen (15) minutes for all Transportation employees hired on and after April 1, 1980, and of forty-two (42) hours and forty-two (42) minutes shall be the computation for all other operators and forty (40) hours for shop employees. Further, unused half-days shall be accumulated from year to year, but in no event shall the accumulation exceed sixty (60) half-days. Annually thereafter, for the duration of this agreement the employee may exchange six (6) one-half (1/2) days for two (2) one-half (1/2) day's pay at the lowest rate of pay for that fiscal year.

New employees shall not be entitled to sick half-days in their first year of employment. Fourteen (14) half-days shall be added to the employee's leave bank on his/her first anniversary of employment. The employee will then receive his/her sick half-day allotment of fourteen (14) on each January 1 thereafter.

- B. Employees when reporting sick shall do so before their day's work is scheduled to begin. Transportation employees, when reporting sick, must contact the Employer at least one-

half hour before their days work is scheduled to begin. Such report may be made in writing, by messenger, or over the telephone to the Dispatcher or Bus Maintenance Supervisor as the case may be. Employees returning to work after seven (7) or more days on sick list must present a medical doctor's certificate of their illness to the Superintendent of their department.

- C. After three (3) days of absence for sick days, the Employer may direct an employee to see the Employer doctor and if the employee is unable to do so, the Employer may send a qualified medical person to the employee's home. If an employee is directed to see the Employer's doctor, the employee shall be paid for the sick days until and unless the Employer's doctor certifies the employee was able to work for the days absent. If the employee's doctor disputes the Employer's doctor's determination, the employee shall have the right to immediately appear before an impartial doctor, at the Employer's expense. If the impartial doctor determines that the employee was unable to work, the Employer shall immediately pay the appropriate back pay.

D. Employee Availability Pilot Program:

The parties recognize the impact that employee availability has on the efficient operations of the Company and have agreed to enter into a pilot program with the goal of improving employee availability. The pilot program shall include the following:

1. Career Sick Leave Cash-Out: Effective January 1, 2019, employees with ten (10) or more years of service will be paid a lump sum payment upon voluntary separation or retirement for the half-days remaining in their sick half-day bank, up to the contractual maximum of sixty (60) half days. Eligible employees that have frozen sick half-day banks shall be eligible for an additional lump sum payment equal to half of the sick half-days remaining in their frozen bank.
2. Annual Sick Leave Cash-Out: Effective November 2019, an employee who has no sick leave usage in the previous year, measured from November 1 through October 31, may, at the employee's option, cash out up to twelve (12) sick half-days. An employee who has one (1) day of sick leave usage in the previous year may, at the employee's option, cash out up to six (6) sick half-days. An employee who has two (2) days of sick leave usage in the previous year may, at the employee's option, cash out two (2) sick half-days. For the purposes of this provision, sick leave usage includes both paid and unpaid sick leave.
3. In order for this pilot program to continue, there must be at minimum a two (2) day decrease in overall leave usage for employees represented by the Union. The categories of leave usage included in the calculation shall be paid sick leave, unpaid sick leave, AWOL, leave of absence and Workers' Compensation/IOD. The two (2) day improvement shall be measured from January 1, 2019 and must be achieved over a two (2) year period ending December 31, 2020. The baseline for the two (2) day improvement shall be the annual average of leave usage in the above specified

categories for the two-year period from November 1, 2016 through October 31, 2018. The Parties will monitor the progress of improvement and the Company retains the right to terminate the program during the two (2) year period if overall leave usage does not improve, but shall not terminate the program before January 1, 2020. Upon completion of the two (2) year period, if there has not been at least a two (2) day improvement in overall leave usage, the program shall terminate and the provisions of the CBA shall apply. However, should there be an improvement of at least 1 ½ days in overall leave usage upon completion of the two (2) year period, the Company agrees to meet with the Union to discuss and evaluate the program. Following such discussions, the parties may agree to continue the program; however, the Company reserves the right to end the program at any time after the two (2) year period is completed should there be no additional improvement and the two (2) day target is not achieved and/or maintained.

Section 49. INJURY PAY

- A. An employee injured while on duty and who thereupon is examined by a doctor and certified to be unable to continue work for the remainder of the day on which such injury occurs shall receive full pay for the day of injury.
- B. The employer shall pay to all employees, including but not limited to Extra Employees, on compensation for the first three (3) months thereof from the first day the compensation differential as agreed by the Transit Authority, provided, however, that the combination of an employee's compensation pay and the compensation differential shall not exceed the employee's normal net take home pay.
- C. Further, all employees shall be paid for time lost up to one (1) day at run pay and/or minimum pay whichever is greater for attendance at one New York State Compensation Board hearing for each separate case, provided that within seventy-two (72) hours of receipt of such notice of hearing, a copy is delivered to the Employer.
- D. In addition, in the event of an assault, the employee shall receive minimum base pay commencing ninety-one (91) days after the assault up to the 365th day after the assault.
- E. All workers compensation and disability benefits will be paid within fourteen days of injury and completion of paper work, in accordance with applicable law.

Section 50. LINE OF DUTY/ACTIVE SERVICE DEATH BENEFIT

- A. The MTA Bus Company will provide a line of duty death benefit of \$250,000.
- B. The MTA Bus Company will provide an Active Service Member Death Benefit of \$25,000 for employees who die while in active service (other than line of duty).

Section 51. MANAGEMENT POWERS AND DISCIPLINE

- A. In the event of an indictment or criminal information against an employee, then the employer shall reimburse the employee for legal costs up to \$2,500 provided, (i) the individual is charged with committing an assault other than against an officer or employee of the Employer, and (ii) the alleged offense is in the line of duty, and (iii) the employee is found not guilty. This payment shall be per indictment or criminal information.
- B. The Union and the Employer agrees that the Employer has a unilateral right to promulgate rules of conduct, attendance, etc., for employees and to discipline (up to discharge) those employees who violate such rules. The Union has the right to grieve and go through the arbitration process if it believes a rule or the application of a rule to any individual or group of individuals is unfair.
- C. Buses will be assigned by Supervisors.
- D. Gambling on Employer's premises is strictly forbidden. Any employee involved in gambling shall be subject to disciplinary action.

Section 52. MTA DEFINED BENEFIT PENSION PLAN/RETIREMENT BENEFITS

- A. The parties agree to incorporate the pension provisions of the June 9, 2009 Impasse Award and the November 17, 2016 Howard Edelman Interest Arbitration Pension Award, which are attached as Appendices E and F.
- B. Members in the MTA Defined Benefit Pension Plan will be allowed to "buy-back" military service under the same terms and conditions that apply to members in the MaBSTOA Pension Plan.
- C. The parties agree that an appropriate use of the trust monies included in the January 17, 2017 MOU will include provision of a supplement to allow for future MTA Bus retirees who hold service credit from the former Liberty Lines to receive a retirement benefit equivalent to the amount available had such past service been credited to MTA Bus. The parties will determine the appropriate method to effectuate this supplement. This provision will take effect September 14, 2017. Members whose pension benefits are affected by this provision will be permitted to retire and subsequent adjustments, including retroactive payments, will be made as soon as practicable.
- D. There shall be a uniform retiree death benefit in the amount of \$10,000 for current and future retirees who retire(d) from active service with the MTA Bus Company.

Section 53. HEALTH BENEFITS

- A. The plan of benefits shall mirror the plan of benefits provided to hourly New York City Transit Authority/Manhattan and Bronx Surface Transit Operating Authority

(“NYCTA/MaBSTOA”) employees and retirees represented by the Union, including the following:

1. pre-medicare retirees shall receive the same benefits (i.e., hospital, CBP medical, Type D-3 medical, EMB, vision benefits) as active members, except that the EMB 1987 schedule will be replaced by the 2005 Ingenix profile at the 80th percentile;
 2. the prescription drug program shall cover reversible contraceptives (this shall include oral, vaginal, transdermal and injectable dosage forms);
 3. there shall be no deductibles for pre-Medicare drug benefit created pursuant to the 2002 Memorandum of Understanding between the Union and NYCTA/MaBSTOA;
 4. eligibility to participate in flexible spending accounts; and
 5. effective on or about January 1, 2016, all Employees covered by this Agreement shall contribute, on a pre-tax basis, 2% of their wages on forty (40) hours per week to defray the cost of Health Benefits.
- B. Active Employees can elect to opt out of participation in the medical plan provided that they can document that they will be covered by another medical plan sponsored by: (1) a spouse/domestic partner’s employer; (2) another employer; (3) armed forces.
- C. Employees who opt out of medical coverage in the plan shall be eligible for a lump sum incentive payment. The lump sum incentive payment shall be as follows: 1) individual medical coverage: \$550.00; 2) family medical coverage: \$1,100; and 3) if an employee opts out of medical coverage and they are enrolled in the medical coverage of their spouse/domestic partner who is employed by MTA Bus or any other MTA subsidiary or affiliate: \$550.00. To be entitled to this incentive, the employee must remain in active service for the entire opt out plan year. Additionally, an employee will not be eligible to receive the lump sum payment if s/he re-enrolls. The lump sum incentive payment shall be received at the end of the plan year.
- D. Unless renegotiated by the parties, no person shall become eligible for the following benefits after expiration of the term of this award: In addition to the foregoing benefits, employees covered as of the date of the Award who have children who are full-time students over the age of 19 and under 23 shall continue to have coverage for supplemental health benefits (optical, dental, and prescription drugs) upon the same terms such coverage has been provided heretofore; in addition, any retirees’ widows/widowers covered for medical benefits shall continue to be covered upon the terms such coverage has been provided heretofore. The Company shall amend the current plan of health benefits to provide that pre-Medicare surviving spouses of deceased retirees shall receive the same medical benefits as active members up to the date that such surviving spouses attain Medicare eligibility, at no cost to such surviving spouses. A retiree, for purposes of this benefit, shall be defined as an employee who retires after December 16, 2015. This benefit

shall not be available to a surviving spouse who has or is otherwise entitled to health insurance.

- E. The parties have indicated that there are areas of coverage in the existing Health Plan which could be improved if savings from within the Health Plan can be identified. The parties will continue to explore both of these areas after issuance of this Award. The parties also agree to utilize the existing labor-management health benefits committee to study and review the feasibility of the implementation of alternate health benefits delivery methods that will reduce the cost to provide the same level and quality of benefits as are currently enjoyed by active and retired Local 100 members and their dependents, or to improve benefits greater than those enjoyed by active and retired Local 100 members and their dependents, at no additional cost to Local 100 members and/or the MTA Bus Company.
- F. The MTA Bus Company shall maintain all existing Health Benefits for active employees as previously contractually required and shall transfer all Local 100 members employed by MTA Bus Company from its Dental Plan into a Trust established by Local 100 for Dental Benefits. The Company will remit to said trust (or to any successor trust created) monthly payments equaling \$28.98 per active Local 100 member employed at MTA Bus for the provision of an improved dental benefit. Through the Trust, LOCAL 100 will provide the identical Plan of Benefits for Local 100 members employed by MTA Bus as the dental benefits provided to TA/OA members of Local 100.
- G. The MTA Bus Company will transfer all members employed by MTA Bus from its optical plan to a trust established by Local 100 for Optical Benefits. The MTA Bus Company will remit to said trust (or to any successor trust created) monthly payments equaling \$10.67 per active member employed at MTA Bus for the provision of an improved optical benefit. Through the Trust, Local 100 will provide the identical plan of benefits for Local 100 members employed at MTA Bus as the optical benefits covering TA/OA members of Local 100.
- H. The Union and the Employers 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 conversion to the PPO network will be effectuated no later than December 31, 2017.

Section 54. INTERCHANGE OF JOBS

Bus Operators shall have the right to move to the position of Cleaner/Helper within the Employer and Helpers shall have the right to move to the position of Bus Operator within the Employer subject to the following conditions:

- a. Must be a vacancy and posted for seventy-two (72) hours.
- b. Must meet all qualifications for position.

- c. Review of general record.
- d. Can only move laterally once.

Employees moving under this provision shall have his/her time with the Employer count for pay purpose in his/her new classification. Unless the Employer shall agree to additional interchanges, no more than three (3) Bus Operators per depot shall have the right in each contract year to become Cleaners/Helpers and no more than three (3) Helpers per depot shall have the right in each contract year to become Bus Operators.

Section 55. MAINTENANCE

Pursuant to the June 9, 2009 Impasse Award, new job titles, and corresponding job title conversations, were established as set forth in Appendix G.

- A. The work week in maintenance shall consist of five (5) consecutive days of eight (8) hours each. The current (prior to February 23, 2017) work schedule for members in Maintenance shall be amended from 8 ½ hours per day to 8 hours per day, which shall include a ½ hour paid lunch, as it currently exists in TA/OA. Non-productive paid time during a regular eight (8) hour tour shall be limited to: a) two (2) ten (10) minute rest periods during a shift and b) a five (5) minute period for tool and work area clean-up at the end of a shift. Employees may also punch out ten (10) minutes prior to the conclusion of their scheduled tour of duty in their work clothes. Local 100 represents that there will be no loss in productivity as a result of this change in work schedule.
- B. The determination of the qualification of personnel in the Maintenance Department for any class of work shall rest with the General Superintendent of Maintenance. When a dispute arises, then a Committee of three (3), consisting of the General Superintendent of Maintenance, a Union officer and a qualified outside third person agreed upon by both Union and Management, shall determine the disputed qualification of an employee.
- C. There will be one General Pick each year (and upon the opening of a new facility) simultaneously at all MTA Bus Depots represented by Local 100, which shall be effective in January of each year. Local 100 shall establish a seniority system that will be used for general picks in time for use in the 2010 General Pick. Employees who are hired between general picks shall be assigned to a depot by MTA Bus Management based on the needs of service.
- D. The following categories of work will be picked and locked-in at each of the five (5) depots every two (2) years: Wheelchair; AC; Doors; Engine; and Transmission. Employees who are locked in will not be assigned other work unless there is no one else available to do that work or there is no work available in the locked-in assignments. Employees who have been frozen in their shops for their career will remain frozen in their jobs. Employees who pick into the above departments will be entitled to a shift and RDO pick within the Department after one year.

- E. Vacation Schedules shall be posted, and employees shall pick vacations, after the General Pick.
- F. Maintenance Employees who have been out on an extended absence of any kind for sixty (60) days or more, including but not limited to disability, workers compensation or leave of absence, who do not return to service at the time assignments are picked, will not be eligible to pick assignments or vacation. Provided, however, if an employee provides medical certification the he/she will return to work within thirty (30) days of the effective date of the pick, the employee on extended absence will be permitted to pick upon mutual agreement of the Union and Management. Such agreement will not be unreasonably denied. Employees ineligible to pick under this provision, upon returning to service, shall be assigned to work within their classification. Management will consult with the Union and make best efforts to assign the employee to work with similar work hours and RDO's as the last assignment worked by the employee prior to his/her extended absence. However, the final determination on work assignment will be made by management. A maintenance employee who is not eligible to pick vacation weeks at the time of the vacation pick and who subsequently returns to work during the vacation year may pick vacation weeks upon his/her return to work based on the vacation weeks that would have been available to such employee based on his/her seniority had he/she been eligible to pick. Vacation weeks that are unable to be picked shall be cashed out. Additionally, based upon operational need and upon consultation with the employee and the Union, management may request that an employee's vacation, or a portion thereof, be cashed out in lieu of being taken.
- G. Video cameras may be used for purposes of security. The union committee(s) will be notified of new/additional camera locations. Any dispute on new camera installations will be subject to the grievance procedure. No actions of employees that might inadvertently be observed on video cameras shall be used in the disciplinary process, unless such actions constitute a criminal offense.
- H. In the Maintenance Department, no employee shall work a lesser category, while there are employees available in that category and then, to be utilized according to seniority.
- I. All Maintenance employees shall report to supervision ready to work at the start of each shift and are required to fill in work orders, sign off and return work orders to the Supervisor's office when the job is completed or work is stopped.
- J. Standardize Maintenance Repair Times

A committee shall be established consisting of Management, the Union and an impartial third party representative with relevant maintenance experience to be designated within 30 days after June 9, 2009. If a mutual decision regarding the selection of an impartial third party cannot be reached within 30 days, one will be appointed by the Contract Arbitrator. Two minor brake shoe relines (Orion and MCI) will be demonstrated to the committee to determine proper repair times and those times will be implemented within 60 days after the selection of the impartial third party.

The final repair times assume that the bus is in position, parts are at the bus and any special tools and equipment are available. It shall be the responsibility of each employee to promptly inform the foreman of any problems that may delay completion of the job.

MTA Bus shall provide training it deems necessary to enable employees to meet the above repair times.

The failure to meet a norm shall not be the basis for discipline in and of itself. If an employee fails to perform an assignment in the established time, that employee shall be retrained on that job. If the employee continues to fail to meet the established time, the employee shall be restricted from performing that job assignment and shall be assigned to a work schedule and job duties at management's discretion until the next pick. Such employee shall also be restricted from picking that job in future picks.

Work time savings pursuant to this section, if any, shall not be used to reduce the number of maintenance employees, but rather to enhance the operating efficiency of the fleet.

Section 56. SNOW AND CINDER WORK

Maintenance employees covered by this Agreement who perform snow and cinder work and work on the outside of omnibuses, shall be paid therefor at the rate of time and one-half. Major repairing of buses in inclement weather on the road or outside the shop shall pay the same as snow and cinder work. At College Point Depot only, Facility Maintainers shall have first preference to perform snow and cinder work consistent with historic practice. At all other MTA Bus locations, all Maintenance employees are available to perform snow and cinder work irrespective of title consistent with those historical practices.

Transportation employees covered by this Agreement shall be paid at the rate of time and one-half hereunder only when assigned to a cinder truck or other snow-fighting equipment. Snow plowing on bus routes will be done by Bus Operators. Snow Trucks will be cleaned by the Maintenance Department.

Section 57. SAFETY DISPUTE RESOLUTION PROCEDURE

Union members will be entitled to utilize the Safety Dispute Resolution Procedures as are contained in the TA/OA collective bargaining agreement. The current Safety Dispute Resolution Procedures are annexed to this Agreement as Appendix H.

Section 58. GENERAL OBLIGATIONS

- A. The Employer shall make the necessary provisions for payroll deductions of COPE contributions.
- B. The Employer and the Union shall take the necessary steps to establish an appropriate payroll saving plan or plans or similar plan which is mutually satisfaction to both parties.

- C. The Employer shall provide a Union office on all properties.
- D. The Employer shall make best efforts to provide a safe parking area for employees.
- E. The Employer shall make its best efforts to provide toilet facilities at all relief terminal points.
- F. The Union agrees to cooperate with the Employer to effectuate compliance with the Americans with Disabilities Act, including reasonable accommodation. The Union agrees to cooperate with the Employer to effectuate compliance with the CDL.
- G. Employees shall have the option of participating in the MTA's 401k and/or 457 Tax deferred Annuity Plan(s) on the same bases as other employees who participate in such plan(s).
- H. The MTA Bus Company recognizes deficiencies in providing sanitary and accessible restroom facilities for female operators throughout the system. Within thirty (30) days of the execution of this Agreement, the parties will meet to formalize a process to identify such deficiencies and to provide such facilities where needed. Under no circumstances will the identified deficiencies extend beyond six (6) months from the execution of this Agreement.
- I. The MTA Bus Company agrees that by no later than January 15, 2017 it will retrofit and install safety partitions on all local fleet buses not having such partitions.
- J. Effective within ninety (90) days of the December 16, 2015, the MTA Bus Company will supply on each bus in passenger service a DNA kit such as those utilized in other major urban bus transportation systems.
- K. No employee shall be compelled to report for training on days off or other such time when he/she is not normally required to report to work.

Section 59. MERGER

This Agreement shall be deemed reopened on all subjects incident to, or related with the merger or transfer of operations and the parties shall bargain thereon. Any issue raised but unresolved after forth-five (45) days shall be submitted to binding interest arbitration.

Section 60. RELEASE TIME

- A. There shall be a total of 116 hours of Release Time per day. It is anticipated that the number of release time positions will not increase and that the increased allotment will be utilized to enhance the number of hours of release time for current release time positions at certain depots/locations. If at some time an increase in the number of positions is sought, the parties will negotiate in good faith the number of such increased positions and whether

an increase is reasonable, prudent and/or advisable. Release time hours shall be allocated by the Union and shall include a UAP Peer Counselor, an employee assigned to Membership Services and a Safety Representative. Employees who are released under this provision are subject to Paragraphs B and D below, with the exception of the UAP Peer Counselor and the employee assigned to Membership Services, who are subject to Paragraph D.

B. Joint Labor-Management Activities

Employees who are designated by the Union in accordance with Paragraph A above to act on matters relating to the interests of employees represented by the Union shall be permitted to engage in the following activities, subject to the conditions set forth herein, without loss of pay or other employees benefits, except as otherwise provided in Subsection D, paragraph 6 below.

1. To investigate grievances and to process them at all levels of the grievance procedure;
2. To represent employees at disciplinary hearings;
3. To participate in meetings of joint departmental labor-management committees;
4. To serve as members of authorized Safety Committees;
5. To engage in any other activity for which time without loss of pay or other employee benefits is specifically provided for in a labor agreement or which has specific prior approval of the Company's Labor Relations Department, or other designee as determined by MTA Bus;
6. To confer with authorized members of management or their designated representatives.

C. Union Activities

Employees who are duly designated by the Union shall be permitted upon prior approval by the Company's Labor Relations Department to take time off without pay, or to charge such time to their annual leave allowance, to engage in the following for or on behalf of the Union or its members:

1. To attend Union meetings or conventions;
2. To attend collective bargaining sessions with the Company;
3. To attend trial board hearings;

4. To appear before or confer with governmental bodies, officials, committees, etc.,
5. To administer welfare, security and annuity funds;
6. To organize and recruit Union members;
7. To collect Union dues;
8. To distribute Union pamphlets, circulars or other literature;

Where employees request leaves of absence without pay for Union activities, such requests, regardless of the number of hours or days involved, must be:

1. Initiated by an elected or appointed official of the Union, who has been designated by the Union to make such requests in behalf of employees seeking to be released;
2. Approved in advance by the employee's department head or his/her designee;
3. Accompanied by a "Request for Leave of Absence Without Pay" form specifying the exact number of hours or days for which the leave of absence without pay is requested.

Employees on approved leaves of absence for Union activities shall strictly follow the established timekeeping procedures in effect in their department or work location including signing in and out, clocking in and out, as the case may be, at the start and end of their tour of duty and during their tour of duty if such leaves occur within the employee's tour of duty.

D. Regulatory Provisions

Department Heads shall be responsible for ensuring that all employees under their supervision adhere to the following guidelines and provisions:

1. Leaves of absence without pay shall be granted as set forth here.
2. Employees assigned to joint labor-management activities who are paid out of Union or private Funds shall not be paid by the Company.
3. An employee released full or part time and paid by the Company shall be required to submit periodically, an affidavit certifying that he/she has not been paid by the Union or private fund during the same period for which he/she was paid by the Company. In addition, the affidavit, which must be submitted once a year, also requires employees covered by this paragraph

to report any compensation or expenses received from anyone else for time worked over and above the time they are required to work for the Company. Department Heads shall establish the necessary administrative safeguards to insure that each employee involved in release time submits the required affidavit at least once a year and such affidavits are properly filed. The Labor Relations Department shall be responsible for auditing this procedure.

4. An employee who is released full or part time with pay, shall not organize, plan, direct or participate in strikes, work stoppages or job actions. Violation of this provision will cause the privilege to be withdrawn and the participating employee will be subject to the penalties provided by law and to appropriate disciplinary action.
5. Employees released full or part time with pay shall be incumbents in titles represented by the Union.
6. Employees released full or part time with pay shall not receive overtime, compensatory time, meal allowances or holiday premium while on release time, except as provided in the Award of Impartial Arbitrator in the Frank Ancona case of October, 1980. No employee of the Company shall be paid by the Company more than forty (40) hours per week for release time in order to perform labor management activities, except as otherwise specified by TWU within the release time quota.
7. Employees released full or part time with pay may work overtime assignments for additional pay within limits established here provided that the following provisions are met:
 - a. The overtime work assigned is necessary and productive work in the job title and is required to be performed by supervision.
 - b. The overtime work assignment is specifically authorized by supervision.
 - c. The employee reports directly to the immediate supervisor for the work assignment and otherwise conforms to all established procedures in connection with the proper performance of the work assignment.
 - d. In order to receive any overtime pay the employee claiming the overtime must strictly adhere to all established rules, regulations and procedures of the Company in connection with the performance of overtime assignments, including proper, accurate and regular maintenance of time records, records of

work performed, and such other documents or records of work assigned the Company may require.

- e. Failure to adhere to these provisions subjects employees to the loss of opportunity to earn overtime and to disciplinary action by the Company.
8. Department Heads shall be responsible for keeping accurate time records of employees on release time and on overtime work assignments.
9. Employees released pursuant to this provision shall preserve their seniority, promotion and pension rights and their salary increments.

Section 61. TRAINING AND UPGRADE/CHILD CARE FUNDS

Effective upon full execution of this Agreement, MTA Bus shall contribute monthly the sums of \$5,800.00 to the Training an Upgrade Fund and \$3,200 to the Child Care Fund.

Section 62. APPENDICES

Annexed hereto and made a part hereof are a series of Appendices identified as follows: Appendix A – “Wage and Night Differential Rates”; Appendix B – “Central Maintenance Facility Agreements”; Appendix C – “Accident Review System”; Appendix D – “Minor Customer Complaint Procedure”; Appendix E – “June 9, 2009 Impasse Award Pension Provisions”; Appendix F – “November 17, 2016 Howard Edelman Interest Arbitration Pension Award”; Appendix G – “Maintenance Department Job Titles”; Appendix H – “Safety Dispute Resolutions Procedures”; Appendix I – “Drug and Alcohol Discipline Agreement”; Appendix J – “December 24, 2014 Facility Maintainer Agreement”; Appendix K – “Inventory Control Attendant Voluntary Recognition Agreement”; Appendix L – “Security Equipment Maintainer Voluntary Recognition Agreement”; Appendix M – “Transportation Department Single Day Leave Allowance Stipulation”; Appendix N – “19A Road Instructor Agreement”; Appendix O – “Uniform Allotment Side Letter”; Appendix P – “Union Security/Check-Off Side Letter.”

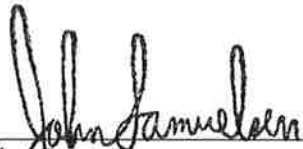
Section 63. TERM OF AGREEMENT

The provisions of this Agreement shall be effective as of January 16, 2017, except where otherwise specifically provided herein, and shall remain in effect to the expiration date of this Agreement, namely, May 15, 2019.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

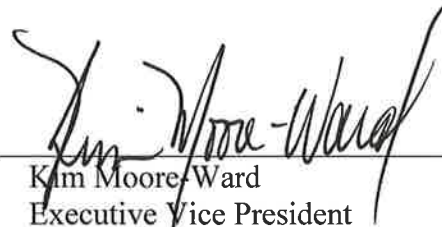
TRANSPORT WORKERS UNION OF AMERICA AFL-CIO, LOCAL 100

MTA Bus


By: 
John Samuelson
TWU International President


By: 
Darryl Irick, President


By: 
Anthony Utano
TWU Local 100 President

By: 
Kim Moore-Ward
Executive Vice President
Labor Relations

By: 
Peter L. Rosconi
TWU Local 100 Vice President

By: 
Daniel D'Amato
TWU Local 100 Staff Representative

By: 
John Day
TWU Local 100 Division Chair, MTA Bus

By: 
Michael Capocci
TWU Local 100 Division Vice Chair

APPENDIX A

WAGE AND NIGHT DIFFERENTIAL RATES

APPENDIX A - WAGE AND NIGHT DIFFERENTIAL RATES

Title	Progression	% of Top Pay Rate	2.5% Increase eff. 1/16/2017	2.5% Increase eff. 2/16/2018	Night Differential Rate eff. 1/16/17
Bus Operator (Hired on or before 12/15/2015)	1st Year	70%	23.265574	23.847213	1.033095
	2nd Year	75%	24.929977	25.553226	1.106805
	3rd Year	85%	28.253234	28.959565	1.254435
	4th Year	100%	33.238120	34.069073	1.475775
Bus Operator (Hired on or after 12/16/2015)	1st Year	70%	23.266683	23.848350	1.033095
	2nd Year	75%	24.928589	25.551804	1.106805
	3rd Year	80%	26.590496	27.255258	1.180620
	4th Year	85%	28.252401	28.958711	1.254435
	5th Year	90%	29.914307	30.662165	1.328198
	6th Year	100%	33.238119	34.069072	1.475775
Maintainer	1st Year	70%	24.755215	25.374095	1.447110
	2nd Year	75%	26.525030	27.188156	1.479450
	3rd Year	85%	30.061885	30.813432	1.508325
	4th Year	100%	35.365781	36.249926	1.570065
Helper (Hired on or before 12/15/2015)	1st Year	70%	20.943733	21.467326	0.929460
	2nd Year	75%	22.438921	22.999894	0.995925
	3rd Year	85%	25.429298	26.065030	1.128645
	4th Year	100%	29.917636	30.665577	1.327830
Helper (Hired on or after 12/16/2015)	1st Year	70%	20.942346	21.465905	0.929481
	2nd Year	75%	22.438227	22.999183	0.995873
	3rd Year	80%	23.934109	24.532462	1.062264
	4th Year	85%	25.429991	26.065741	1.128656
	5th Year	90%	26.925873	27.599020	1.195047
	6th Year	100%	29.917636	30.665577	1.327830

APPENDIX A - WAGE AND NIGHT DIFFERENTIAL RATES

Title	Step	% of Top Pay Rate	2.5% Increase eff. 1/16/2017	2.5% Increase eff. 2/16/2018	Night Differential Rate eff. 1/16/17
Cleaner/Helper (Hired on or before 12/15/2015)	1st Year	60%	16.804918	17.225041	0.875070
	2nd Year	70%	19.198884	19.678856	0.937545
	3rd Year	75%	21.601172	22.141201	1.062495
	4th Year	100%	28.172788	28.877108	1.250025
Cleaner/Helper (Hired on or after 12/16/2015)	1st Year	60%	16.903673	17.326265	0.750015
	2nd Year	65%	18.312312	18.770120	0.812516
	3rd Year	70%	19.720951	20.213975	0.875070
	4th Year	80%	22.538230	23.101686	1.000020
	5th Year	90%	25.355509	25.989397	1.125023
	6th Year	100%	28.172788	28.877108	1.250025
Stock Worker (Hired on or before 12/15/2015)	1st Year	94%	32.866404	33.688064	1.459185
	2nd Year	96%	33.487780	34.324975	1.486485
	3rd Year	98%	34.136897	34.990319	1.515360
	4th Year	100%	34.872009	35.743809	1.548225
Stock Worker (Hired on or after 12/16/2015)	1st Year	70%	24.410406	25.020666	1.083758
	2nd Year	75%	26.154007	26.807857	1.161169
	3rd Year	85%	29.641207	30.382237	1.315991
	4th Year	100%	34.872009	35.743809	1.548225
Assistant Stock Worker (Hired on or before 12/15/2015)	1st Year	70%	21.831415	22.377200	0.969150
	2nd Year	80%	24.949395	25.573130	1.107540
	3rd Year	90%	28.070150	28.771904	1.246035
	4th Year	100%	31.188131	31.967834	1.384425
Assistant Stock Worker (Hired on or after 12/16/2015)	1st Year	70%	21.831691	22.377483	0.969150
	2nd Year	75%	23.391099	23.975876	1.038319

APPENDIX A - WAGE AND NIGHT DIFFERENTIAL RATES

Title	Step	% of Top Pay Rate	2.5% Increase eff. 1/16/2017	2.5% Increase eff. 2/16/2018	Night Differential Rate eff. 1/16/17
Assistant Stock Worker (Hired on or after 12/16/2015)	3rd Year	80%	24.950504	25.574267	1.107540
	4th Year	85%	26.509911	27.172659	1.176761
	5th Year	90%	28.069318	28.771051	1.246035
	6th Year	100%	31.188130	31.967833	1.384425
Facility Maintainer	1st Year	70%	24.755215	25.374095	1.447110
	2nd Year	75%	26.525030	27.188156	1.479450
	3rd Year	85%	30.061885	30.813432	1.508325
	4th Year	100%	35.365781	36.249926	1.570065
Grandfathered Titles					
Title	Step	% of Top Pay Rate	2.5% Increase eff. 1/16/2017	2.5% Increase eff. 2/16/2018	Night Differential Rate eff. 1/16/17
Stock Worker "A" (College Point)	N/A	100%	35.365781	36.249926	1.570065
Parts Room Maintainer (Baisley Park/LaGuardia)	N/A	100%	35.365781	36.249926	1.569750
Bus Operator (Hired on or after 12/16/2015)	1st Year	70%	23.266683	23.848350	1.033095
	2nd Year	75%	24.928589	25.551804	1.106805
	3rd Year	80%	26.590496	27.255258	1.180620
	4th Year	85%	28.252401	28.958711	1.254435
	5th Year	90%	29.914307	30.662165	1.328198
	6th Year	100%	33.238119	34.069072	1.475775
Maintainer	1st Year	70%	24.755215	25.374095	1.447110
	2nd Year	75%	26.525030	27.188156	1.479450

APPENDIX B

CENTRAL MAINTENANCE FACILITY AGREEMENTS

June , 2009

Curtis Tate, President
Transport Workers Union, Local 100
80 West End Avenue
New York, NY 10023

Dear Mr. Tate:

This is to confirm our understanding regarding the establishment of a centralized base shop for MTA Bus and night differential rates for MTA Bus employees represented by the Union.

1. A centralized base shop shall be established for MTA Bus. Initially, the base shop shall be established at East New York Depot.
2. Night Differential rates and hours shall be unified at the night differential rates and hours that are in effect for the equivalent parity titles at the New York City Transit Authority. The new night differential rates shall be effective the payroll week that parity rates are implemented in the current payroll systems.

If this accurately reflects your understanding, please sign below.

Sincerely,

/s/

Joseph J. Smith
President, MTA Bus Company

I CONCUR:

/s/

Curtis Tate, President
TWU, Local 100

cc: R. Toussaint

MEMORANDUM OF UNDERSTANDING

This Agreement made this 17th day of June 2010 between the MTA New York City Department of Buses/MTA Bus Company with principal offices at 2 Broadway, New York, NY 10004 and the Transport Workers Union, Local 100 (TWU Local 100) with its principal office at 80 West End Avenue, New York, NY 10023.

WHEREAS, MTA is a public benefits corporation providing bus service in the New York Region; and

WHEREAS, TWU Local 100 is the bargaining unit representing employees at Manhattan and Bronx Surface Transit Operating Authority/New York City Transit Authority (OA/TA) and MTA Bus Company (MTA Bus); and

WHEREAS, the parties wish to avert the closure of the MTA Bus Shop Maintenance Unit located in East New York and the 9th Avenue Unit Shop. The parties also wish to avert the associated MTA Bus layoffs and 6 OA/TA layoffs at the 9th Avenue Unit Shop associated with Shop(s) closure.

NOW, THEREFORE, the parties agree as follows:

FIRST, TWU Local 100 agrees to a swap of program shop work between OA/TA and MTA Bus (East New York) to accommodate the CNG Buses for an equivalent amount of work from OA/TA to MTA Bus (East New York).

SECOND, the Union agrees to mutually swap unit rebuild work between the OA/TA and MTA Bus. This will avoid duplication of work, i.e. all work of one type may be done at a single shop.

THIRD, the 9th Avenue Unit Shop will rebuild brake shoes for bus operations at the rate of 40 to 48 per 8 hour shift (depending upon the shoe) per 2 men per machine. This will enable the depot reline to be performed in 8 hours per axle (with the exception of the MGM Dual Service Brake Chamber) including packing bearings.

FOURTH, the Union and Management will establish a committee for the purposes of identifying future work to be performed at 9th Avenue Unit Shop.

FIFTH, after discussions and input from the Union, Management will assign specific unit rebuild work to each shop on an annual basis. The Union's request(s) regarding such assignments shall not be unreasonably denied.

SIXTH, the terms of this Agreement will avert the layoffs at MTA Bus (East New York) and OA/TA (9th Avenue Unit Shop.)

SEVENTH, the MTA retains its right to lay off employees or close a maintenance shop(s). However, this Agreement shall be null and void: a) should the MTA close the MTA Bus East New York Shop or the 9th Avenue shop or b) if the MTA does not maintain 2010 staffing levels

at East New York or c) if the MTA does not maintain 2010 staffing levels at the 9th Avenue shop.

EIGHTH, there shall be a new Pick to reflect this Agreement, which shall be held expeditiously.

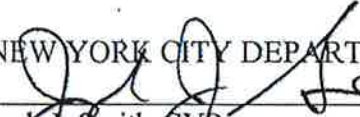
NINTH, this Agreement is entered into on a non-precedential basis and represents the entire understanding of the parties with respect to its subject matter and supersedes any prior oral or written communication with respect to such subject matter, and may only be amended by a written document signed by both parties.

TENTH, should any dispute arise as to the meaning, application or interpretation of this Agreement, Impartial Arbitrator Martin Scheinman shall retain jurisdiction to decide such disputes.


ELEVENTH, this Agreement may be signed in counterparts such that each signed counterpart shall be considered an original.

IN WITNESS WHEREOF, this Agreement has been executed by the parties, effective the day and year first written above.

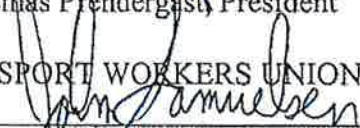
MTA NEW YORK CITY DEPARTMENT OF BUSES/MTA BUS COMPANY


By 
Joseph J. Smith, SVP,
New York City Department of Buses
and President, MTA Bus Company

NEW YORK CITY TRANSIT AUTHORITY

By 
Thomas Prendergast, President

TRANSPORT WORKERS UNION, LOCAL 100

By 
John Samuelsen, President,
TWU Local 100


John R. Hein, EVP,
Regional Bus Operations

Brian Clarke,
Vice President, TWU Local 100

Stephan Thomas,
Vice President, TWU Local 100

John Day,
Vice President, TWU Local 100

APPENDIX C

ACCIDENT REVIEW SYSTEM

In full settlement of all issues raised by the union and management, the following has been agreed to, subject to the agreement of principals.

The purpose of this program is to establish a process for the review of accidents focusing more on improving bus operator performance as a means of accident avoidance and reduction. This procedure replaces the Disciplinary Procedures currently in place for Preventable Accidents.

Commencing no later than thirty (90) days after the date of this agreement between TWU Local 100 and MTA Bus Company, the following process will be used to determine the appropriate actions to be taken in the event of a preventable accident (except for the probationary employees). This system is applicable to the MTA Bus Company and TWU Local 100.

- 1.) All accidents will continue to be rated as preventable or non-preventable by the Department of Buses' Safety and Training Division.
- 2.) For minor accidents, as defined by DOB Safety and Training Division, the following procedure will be utilized:
 - a) A DOB designated safety and training representative will rate the accident as preventable or non-preventable.
 - b) If the minor accident is rated preventable, the Safety and Training Representative will review the bus operator's driving record using a rolling 12-month period based upon the date of the current accident. If the operator has no other preventable accidents during this period, the current accident will be referred to the Division Safety and Training Superintendent.
 - c) The Division Safety and Training Superintendent for the operator's depot, in the presence of the employee's Depot Union Chairman, Transportation, (or his/her designees), will review the accident with the operator. The Safety Superintendent may change the original rating based upon information the operator and/or the union provides at these reviews. If this accident is deemed preventable at the conclusion of this review, no discipline will be attached to that minor accident.
 - d) Accident reviews will be conducted at the bus operator's home depot and will be conducted on the employee's own time. This review process replaces the Disciplinary Procedures currently in place for Preventable Accidents.
 - e) If the operator has no other preventable accident in the 12-month rolling period preceding the instant accident, the Safety Superintendent will determine whether this review is sufficient to assist the operator in preventing future accidents.

- f) If the Safety Superintendent determines that re-training is necessary, the operator will be sent for re-training. The Safety and Training Division will determine the extent of the re-training.
 - g) The rating of the Safety Superintendent for a minor accident not referred for discipline under this section is not subject to further review.
- 3.) If the operator has one or more preventable accidents in the 12-month period preceding the current accident, the current accident will be rated by the designated DOB Safety and Training Representative who will determine if the accident is preventable or non-preventable.
- a) If the designated DOB Safety and Training Representative determines the accident is preventable, the accident will then be referred to the General Superintendent of Transportation (or his/her designee) at the bus operator's depot who will conduct a Step I hearing.
 - b) If the General Superintendent upholds the preventable accident, he/she will assess the appropriate discipline subject to the appeal procedure under the collective bargaining agreement. (Again, the progressive system is only applicable to minor preventable accidents).
 - c) The bus operator and/or the union may accept this determination or appeal it pursuant to the collective bargaining agreement's disciplinary procedure. All appeals must be in writing.
- 4.) For major accidents, the designated DOB Safety and Training Representative will rate the accident as preventable or non-preventable.
- a) If the accident is rated preventable, the accident will be referred to the General Superintendent of Transportation (or his/her designee) at the bus operator's depot who will conduct a Step I hearing.
 - b) If the General Superintendent upholds the preventable accident, he/she will assess the appropriate discipline.
 - c) The bus operator and/or the union may accept this determination or appeal it pursuant to the collective bargaining agreement's disciplinary procedure. All appeals must be in writing.
- 5.) The following arbitration procedure will be utilized for preventable accidents:
- a) The arbitrator shall be appointed in accordance with the Collective Bargaining Agreement. The appointed arbitrator must attend training in preventable accidents which will be provided by the Department of Buses Training personnel. The Authority

will determine the length of this training. The Union may have a representative present during this training.

- b) The Arbitrator will render his/her decision as expeditiously as possible and, in no case later than 30 days after the conclusion of the hearing.
 - c) All other rules regarding arbitration as outlined in the Bus Company's collective bargaining agreement will apply.
- 6.) As soon as practical after the execution of this Stipulation and Agreement, the DOB Safety and Training Division will review all of the outstanding preventable accident disciplinary cases using the criteria outlined in this review system and implement the terms of this agreement.
- 7.) Minor accidents which have been deemed preventable with no discipline attached that fall outside of the 12-month rolling period will not be considered towards and/or effect promotional opportunities.
- 8.) a.) Major accidents include, but are not limited to, accidents involving fatalities, knockdowns of pedestrians or dragging a pedestrian, gross negligence, property damage greater than \$25,000 resulting from reckless driving, etc.
- b) Minor accidents include, but are not limited to, accidents involving damage to property of \$25,000 or less (for each individual vehicle and/or property), minor injury, minor damage to bus or property.

This Stipulation and Agreement may not be entered into evidence during any interest arbitration procedures.

Dated: January 28, 2014

/S/

APPENDIX D

MINOR CUSTOMER COMPLAINT PROCEDURE

The following provision shall apply only to minor customer complaints and shall not include complaints alleging serious misconduct, including but not limited to the use of obscene language; physical altercation/assault or threats of violence; reckless or unsafe operation; or complaints that may be subject to the purview of the Office of EEO.

1. When a minor customer complaint is substantiated to the satisfaction of the Authority after an investigation, the following procedure shall be followed:
 - a. If the Authority has not substantiated a customer complaint, for example by issuing a reinstruction or disciplinary action against the employee, in the prior twelve (12) months and his/her disciplinary record in the prior three (3) years does not demonstrate a history of similar type of misconduct (other than discipline solely for a customer complaint),
 - b. The employee shall be issued a reinstruction and counselled regarding the complaint and the proper way to handle such complaints in the future.
 - c. Counseling sessions shall be held during the employee's tour of duty and in the presence of a Union representative.
 - d. At the discretion of the Authority the employee may be required to attend customer service training.
2. Counseling pursuant to this agreement shall not be considered discipline.
3. This provision shall not preclude the Authority from initiating appropriate discipline where the customer complaint additionally involves conduct that would constitute a violation of Authority Rules and Regulations.

APPENDIX E

JUNE 9, 2009 IMPASSE AWARD PENSION PROVISIONS

Effective October 1, 2008, the pension for hourly employees and for retirees who retired from MTA Bus employment on or after January 1, 2005, shall be calculated at \$105 per month per year of service, with a normal retirement age of age 57. As per existing practice, employees shall make a contribution to the Pension Plan towards the cost of pension benefits, and the contribution shall be \$29.06 per week. Effective August 1, 2008, retirees who retired after August 1, 2002 and who had received a pension from the TWU-NYC Private Bus Lines Pension Trust and are currently receiving a pension benefit from the MTA Defined Benefit Plan shall receive an increase in their pension to the level of \$105 per month per year of service. Effective October 1, 2008, retirees who retired before August 1, 2002 and who had received a pension from the TWU-NYC Private Bus Lines Pension Trust and are currently receiving a pension from the MTA Bus Defined Benefit Plan shall receive a 5% cost of living increase. Effective October 1, 2008, retirees who retired before July 1, 2005 and who had received a pension from the New York Bus Pension Plan and are currently receiving a pension benefit from the MTA Bus Defined Benefit Plan, shall receive a 5% cost of living increase.

Effective as early as practicable following issuance of the award, an appointee designated by the Union shall be added to the Board of Trustees of the MTA Defined Benefit Plan.

Effective August 1, 2008, the program for pension benefits for MTA Bus employees is that contained in Article 14 of the MTA Defined Benefit Pension Plan (the Article defining benefits for Yonkers Depot employees). Any rules necessary to effectuate the new collective bargaining agreement will be incorporated into Article 14.

The parties recognize that pension benefits may not be forfeited and that this award cannot diminish any benefits to which MTA Bus employees represented by Local 100 were entitled under the pension plans in which they participated prior to becoming MTA Bus employees. The parties will correct any unintended negative consequences of providing one program of pension benefits for all MTA Bus employees represented by Local 100.

APPENDIX F

NOVEMBER 17, 2016 HOWARD EDELMAN INTEREST ARBITRATION
AWARD

-----x

In the Matter of the Interest Arbitration :

- Between - :

MTA BUS COMPANY :

"Employer" or "MTA Bus" : MTA BUS PENSION AWARD

- and - :

LOCAL 100, TRANSPORT WORKERS UNION :

"Union" or "LOCAL 100" :

-----x

APPEARANCES

For MTA Bus

Gary Dellaverson, Esq., Counsel
 Roseanne Facchini, Esq., Counsel
 Anita Miller, Esq., Senior Vice President Labor Relations,
 Metropolitan Transportation Authority

For Local 100

Denis A. Engel, Esq., Counsel
 John Samuelsen, President
 Peter Rosconi, Vice President, MTA Bus/Private Bus Lines

BEFORE: HOWARD C. EDELMAN, ESQ., ARBITRATOR

BACKGROUND

This dispute involves the pension benefits due LOCAL 100 bargaining unit members employed by MTA Bus. The Union contends that they should receive the same pensions as those granted NYCTA ("T/A") employees. MTA Bus seeks a benefit of \$115 a month for each year of service.

In 2004, the MTA Bus Company was created as a direct subsidiary of the Metropolitan Transportation Authority ("MTA"). It absorbed various depots in Westchester, Queens and the Bronx which had been operated by private bus lines. By 2006, the takeover process was completed. It now encompasses five depots.

Negotiations for a Collective Bargaining Agreement covering the new bargaining unit were arduous. Ultimately, after two Interest Arbitration Awards were imposed, the parties were able to agree upon a labor contract covering the period January 16, 2012 through January 15, 2017.

The issue of pensions, however, was not resolved. MTA Bus employees receive a pension of \$105 per month for each year of service. By contrast, TA workers, who are public sector employees, receive a defined

benefit equal to two percent of final average salary for the first thirty years of service and 1.5 percent for each year thereafter.

In the 2012-2017 Memorandum of Understanding, the parties agreed to bring the dispute to arbitration pursuant to the following provision:

Pension Benefit

The parties agree that there is a pension disparity between Local 100 members employed by the MTA Bus Company and the corresponding titles at MaBSTOA and NYC Transit. The COMPANY has proposed to address this disparity by increasing the multiplier from \$105 to \$115. The Union contends that this proposal is insufficient to address the disparity. Therefore, the parties agree within ninety (90) days of ratification of this Memorandum of Understanding to resolve this matter by presenting the issue of the disparity to arbitration for a final and binding determination as to what constitutes an appropriate pension for Local 100 members employed by the MTA Bus Company.

I was selected to decide the dispute. Hearings were held before me on March 18, 2016; April 29, 2016 and May 26, 2016. Thereafter the parties submitted and later revised a joint stipulation of facts followed by briefs dated October 17, 2016. Upon my receipt of same I closed the record. This Opinion and Award follows.

THE ISSUE

The parties framed the issue as indicated in the 2012-2017 Memorandum of Understanding. See page 3 of this Opinion.

At the hearing of April 29, 2016, the parties made opening statements and introduced into evidence numerous exhibits and pension calculations. These calculations included comparisons to pensions earned by other Local 100 members employed by the Manhattan and Bronx Surface Transit Operating Authority (MaBSTOA), whose pension benefits mirror those earned by other New York City Transit Authority (NYCTA) members. Each party stated its intention to demonstrate, through witnesses both fact and expert, the intricacies and historical background of their positions. It was evident to me at the conclusion of the opening statements that two things were true: 1) a full-blown hearing with sworn witnesses and documents would have taken many hearings over many months, given the confines of scheduling such hearings, and 2) the parties were not in substantial disagreement about the facts.

At my urging, the parties agreed to submit a Stipulation of Facts and, after my inquiry, a

Supplemental Stipulation of Facts.¹ Those submissions were completed on September 12, 2016. This matter was fully briefed by letter submission on October 17, 2016.

POSITIONS OF THE PARTIES

The Union seeks pension parity with its T/A members. It notes that in or about 1960 the New York State Legislature created MaBSTOA ("OA"), a public entity whose employees had worked for private bus lines. At that time pension assets of the private lines were transferred to the OA and employees were granted identical retirement benefits received by TA members. Hence, the Union concludes, ample precedent exists for its proposal to be adopted via a similar benefit equalization.

Moreover, the Union argues, equity demands the same result here. Citing Example 8, i.e., a pension benefit of \$37,283 at age 55 based upon a Final

¹ I would be remiss if I did not commend counsel on their joint submission of these documents. Distilling the information as they did in the format I requested made the task of culling through the enormously complex factual matters that presented themselves here far easier than would have been possible in the context of a more traditional hearing. The transcript in such a hearing could have been more than a thousand pages long. Moreover, when the first Stipulation was presented, I was able to focus on other issues that required attention and their response was likewise helpful.

Average Salary of \$74,566, it points to the following disparity.

MTA Bus Pension

OA Pension

25 Years (at age 57) \$31,500
30 Years (at age 57) \$37,800

25 Years (at age 55) \$37,283
30 Years (at age 55) \$44,739.60

In the Union's words, "No one could credibly argue that these differences are anything but an injustice to members who work at MTA Bus." Brief, p. 4.

Other factors exacerbate this gap, Local 100 insists. It notes that a cost of living adjustment ("COLA") grants OA² retirees an added pension benefit equal to 50% of the rise in the Consumer Price Index ("CPI") on the first \$18,000 of retirement compensation. No such escalation exists for MTA Bus employees, it points out. As such, it alleges, the former increases as wages rise, while the latter remains frozen, and, therefore, de-escalates in value as prices rise.

Finally, the Union asserts, an especially glaring inequity exists at the Yonkers Depot.³ It notes that individuals who retire at that site receive only \$82 per month if they cease employment at age 57, the Normal Retirement Age at MTA Bus, for that portion of

² Since OA and TA pensions are identical, reference to either group is appropriate.

³ Apparently, some eighty employees are affected.

their service at Liberty Lines. This gross disparity should be addressed by calculating the OA benefit, subtracting what is paid under the Liberty Pension Fund⁴ and paying the difference from the MTA Defined Benefit Plan, Local 100 maintains.

In sum, Local 100 stresses that adopting its proposals will do nothing more than place MTA Bus employees on a more even footing with their counterparts in the MTA system. Accordingly, it asks that they be awarded as presented.

MTA BUS insists that only a rise from \$105 to \$115 is warranted. Initially, it asserts, any pension improvement must be consistent with the established bargaining pattern. Citing a number of my prior Interest Arbitration Awards, it maintains that, "Labor relations stability is advanced by applying the relevant patterns of economic modifications from one bargaining unit to another."⁵ Since MTA Bus settlements have mirrored those in the TA/OA, they must do so here, it urges. Granting Local 100's pension demands destroys that pattern, MTA Bus submits.

⁴ There exists a "freeze and fresh start" benefit at Yonkers.

⁵ e.g., MTA Bus and Local 1179, ATU, M2012-14 (2013 at p. 16.)

Moreover, the Employer argues, the \$10 increase it proposes conforms to the bargaining pattern already established. Citing Stipulations 46, 47 and 55, MTA Bus observes that the pension enhancement it proposes equals .84% of the total economic package agreed to in November 2015; and that this figure is identical to the difference in the net cost of the 2012-2017 contract and the November 2015 Memorandum of Agreement. Thus, the Employer concludes, the \$10 monthly rise in benefits is all that should be awarded.

MTA Bus acknowledges that its offer will not achieve parity between its employees and others in the TA/OA family. However, it points out, comparability between TA and OA pensions took four rounds of bargaining lasting approximately a decade. Consequently, it asserts, its proposed enhancement "... is the next logical step in that incremental bargaining." Brief, p. 5. Accordingly, like the Union, the Employer asks me to grant its proposal as presented.

DISCUSSION AND FINDINGS

Several introductory comments are appropriate. This extremely complex set of factual circumstances leads to a difficult determination. The language of the agreement to arbitrate offers significant guidance, however, in arriving at a just outcome. The parties agreed to "resolve this matter by presenting the issue of the *disparity* to arbitration for a final and binding determination as to what constitutes an "appropriate pension" for Local 100 members employed by the MTA Bus Company." (Italics added.) My charge, therefore, is to arrive at an "appropriate pension" by focusing on the "disparity" between the MaBSTOA/NYCERS pension benefit and the pension benefit provided by the MTA Defined Benefit Pension Plan.

Also, I recognize that my role here is an extension of the parties' bargaining process. I must complete the task the parties were unable to achieve on their own. Arriving at a fair and equitable result means recognizing both the need to award pensions which bridge a reasonable portion of the gap between MTA Bus and OA benefits and, at the same time, pay homage to the need for maintaining established patterns.

The disparity between the benefits provided by these two pensions is significant. That fact is not seriously in dispute. There are four components which comprise the gap:

1. The amount of a basic pension benefit at retirement is significantly lower for LOCAL 100 members at MTA BUS.
2. The static nature of the pension credit (multiplier) requires periodic revisiting of the issues raised in this arbitration.
3. There is no cost of living adjustment to the pension benefit after retirement.
4. There is an anomaly in the benefit provided to members formerly employed by Liberty Lines Express (now Yonkers Depot).

I address these items in order.

~~**The Amount of the Pension Credit (Multiplier)**~~

Initially, I reject LOCAL 100's argument that the only "appropriate" remedy is to convert the current pension construct (a multiplier x years of service equaling a monthly benefit) to a Final Average Salary - MaBSTOA style pension. This methodology would simply be too drastic a departure from the current (and long-standing) model for providing pension benefits to these members. Should the parties agree to adopt that approach at some time in the future, so be it. In this forum, however, retaining the

multiplier construct is a far better and more practicable resolution.

MTA BUS asserted that an increase in the multiplier to \$115/year of service as a monthly benefit is both appropriate and within the "pattern" of increases earned by other segments of its workforce. While not conceding the propriety of any further increase, it is not appropriate, MTA BUS maintained, to expect an increase in the multiplier to the levels the Union sought. MTA BUS noted that the proposed \$10/credit increase is not accompanied by any corresponding increase in the weekly contribution from LOCAL 100 members.⁶ Without increasing the member contribution on a proportional basis, no further increase should be awarded, MTA BUS asserted.

A complicating factor in arriving at an "appropriate" pension (as a comparator to pensions earned at TA/OA) is this: at MTA BUS, all years of service for the purpose of earning pension credits are treated equally, regardless of the income of the member. Thus, at MTA BUS a Cleaner/Helper (whose earnings may be in the \$50,000-55,000 range) earns the same pension as a top earning Bus Operator (whose

⁶ LOCAL 100 acknowledges that its members in the TA/OA pay more than the current \$29.06 that members at MTA BUS pay.

wages for a year can easily exceed twice that amount) as long as their years of service are the same. While the wisdom of such a construct can be debated, what cannot be debated is that arriving at an appropriate multiplier lessens the potential pension for top earners at MTA BUS to compensate for the increase in value for lower paid members. Said differently, while it might be an easy correlation (TA/OA Maintainer with MTA BUS Maintainer), the comparison falls apart when one factors in the significantly enhanced pension benefit that lower wage members enjoy at MTA BUS. Thus, while LOCAL 100's position is that \$142.50/year of service would be the rough equivalent for top earning Bus Operators and Maintainers, that value is simply too high for members whose compensation is lower.⁷

I note that the pension credit multiplier has not been effectively increased since 2009. Other LOCAL 100 members at the TA/OA see their pensions increase as wage rates rise. Accordingly, I find that a base pension credit (multiplier) that is \$25 higher than its current level (\$130/per year of service as a monthly benefit) should go into effect as of the date

⁷At the levels suggested by LOCAL 100, it is possible for a Cleaner/Helper to earn a pension that would exceed his/her earnings as an active employee.

of this Award, consistent with the remainder of my findings.

In arriving at the \$25 increase in the current level, I have taken into account each of the parties' positions relating to incremental increases, and the historical precedent set by the MaBSTOA Pension Plan. MaBSTOA did not achieve true pension parity until *after* twelve (12) years of having been acquired by the Transit Authority, MTA Bus took over the various private lines between 2005 and 2006. Thus, achieving full parity *before* 2017 (the tenth year after the full takeover) would be inconsistent with that historical pattern.

However, as LOCAL 100 contended, for those who retired prior to this increase in the pension credit (multiplier) set forth above, some incremental increase is warranted. As MTA Bus has already stated that increasing the pension credit to \$115 is consistent with the pattern of increases afforded to other MTA bargaining groups, I conclude that Local 100 members at MTA BUS who retired after the date of the Memorandum of Understanding (November 9, 2015) are entitled to that increase for all their years of service. These former members shall have their

pensions recalculated to reflect \$115 for each year of service. However, such increase shall be prospective only and MTA Bus is not obligated to make any retroactive payments.

Subsequent Increases in the Pension Credit (Multiplier)

LOCAL 100 contended that utilizing the general wage increase and applying it to the pension credit multiplier would be a satisfactory resolution to the issue of disparity that is inherent in the non-escalation of the MTA Bus pension. Its approach raises two major concerns, however. First, applying the general wage increase to the multiplier times ~~years of service~~ formula (for both past and future service) would, over time, result in a *much higher pension benefit* for members of LOCAL 100 at MTA Bus (as compared to members in the TA/OA). Second, there would be a significant financial impact in applying the increased multiplier to that service, when neither the member nor MTA Bus has made contributions to support the prior years' service at the higher rate.

MTA Bus rejected LOCAL 100's position as to how to increase the pension credit on a going forward basis, insisting that its offer of \$115/year of

service was sufficient. This figure, however, does not address the inequity of rising OA pensions vs. static MTA Bus ones.

Neither of the options proposed by the parties strikes me as particularly palatable. Adopting MTA BUS' position by freezing the multiplier at \$115 (or even \$130) merely puts off for another day a problem that has "plagued LOCAL 100 members for decades." See, Brief, p. 4. On the other hand, LOCAL 100's approach swings too far in the opposite direction by providing a better pension benefit over time, rather than one that resolves the "disparity" between the pension benefits. In my view then, the following determination reflects both parties' concerns. It increases the pension credit over time but not to the extent the Union proposed. Thus, I shall direct that the pension credit shall be increased on a going forward basis, i.e., effective January 1, 2018, by the same general wage increase (g.w.i.) accorded members of this bargaining unit.

By way of example, the 2017 figure is \$130. If the wage increases are 3 per cent for 2018 and 2019, the pension credit would rise to \$133.90 for 2018 and \$137.92 for 2019. As such, the pension credit

increases annually, but rather than multiply the pension credits by the number of years of service, the yearly adjusted figures are added together.

This finding is fair to LOCAL 100 members, for their pensions will increase over time commensurate with the increases in wages (similar to what exists at the TA/OA). It also represents a substantial increase over the prior formula. In addition, it is also fair to MTA BUS since future increases in pension costs can be taken into account as g.w.i.'s are known.

I recognize it is difficult to predict what the future will hold for both MTA Bus and LOCAL 100. However, as noted, this approach represents a fair balance between the competing needs of the parties. Moreover, nothing in this Award precludes the parties from negotiating a different pension benefit. I encourage them to do so if that is their will.

Cost of Living Adjustments

The MTA Defined Benefit Pension Plan (Article 14) does not provide for cost-of-living-adjustments ("COLA"). LOCAL 100 argued that this COLA is a necessary component to any "appropriate" pension, as all members in the TA/OA receive such increases during their retirement years. In my view, a COLA identical

to the TA/OA one should be applied to MTA Bus. This is so because the current formula is very limited in nature. The COLA only applies to pensioners who have been receiving pensions *for more than five (5) years*. Further, the amount of the COLA is capped in two significant ways: the percentage increase of the COLA is **50%** of the CPI (Consumer Price Index); and the increase is limited to the first \$18,000 of the pension benefit (or the Maximum Retirement Allowance - whichever is *less*.) If, for instance, the CPI is 2% in a given year, only 1% will be multiplied by \$18,000 for a COLA of \$180/year. Each year's COLA is added to the prior years' COLA's to arrive at the total COLA payment. Such a modest improvement will not unduly burden MTA Bus on a going forward basis, I am convinced. Indeed, given the enormous sums that could be involved were this benefit applied to *all current retirees*, I Award this COLA benefit, as limited in NYCERS/MaBSTOA, only to the pension benefits of those who retire on or after the date of this Award:

Yonkers Pension

This issue is the most difficult one presented by the parties. As indicated in the record, LOCAL 100 members who have prior service with Liberty Lines will

receive two different pension checks: one from the Westchester Pension Fund and the other from the MTA Defined Benefit Plan. The pension benefit for service at Liberty Lines is "frozen" as the result of an agreement between the parties (LOCAL 100 and Liberty) in late 2004 at \$105/year of service with a Normal Retirement Age of 62. Because the pension benefit for LOCAL 100 members employed at MTA BUS has increased, (Normal Retirement Age 57 and the pension benefit/year of service increase as provided for above) the relative value of the service earned at Liberty has and will decrease. Such a diminution is problematic and raises serious equity concerns.

Conversely, MTA BUS argued strenuously that it cannot be held responsible for the deficiencies in a private pension plan, over which it has no control and to which Local 100 agreed. Unlike the other private pension plans, MTA Bus observed, none of the assets of the Liberty Pension Plan were transferred to the MTA Defined Benefit Plan as part of the takeover.

The costing out issue is also very difficult. It appears that a yearly contribution of \$100,000 would suffice to fund the difference between current levels and \$115/year of service. However, no data was

available to make a determination as to the cost of the increased benefit levels provided above. Moreover, I am extremely mindful of MTA Bus' claim that supplementing the private pension earned by former Liberty Lines employees could be seen as an illegal gift of public monies.

The only viable resolution, as I see it, is to require the parties to address this issue in bargaining for a new contract. Though I can sympathize with the eighty or so members who will not see this perceived inequity addressed, it is equally unfair to hold up the Award for the vast majority of the bargaining unit (some 2,000 employees) while this complex issue is sorted out. Thus, I shall direct that consistent with the Side Letter annexed to the November 9, 2015 Memorandum of Understanding, the parties shall address this issue in its next round of negotiations.

Remaining Issues

Three remaining issues require attention. First, in the June 9, 2009 Award, the Parties were directed to address a "costing gap" (of .296%) between the MTA Bus Award and the TA/OA Award. LOCAL 100 argued that the costing gap was addressed by the parties' failure

to mention it in the context of the Memorandum of Understanding of November 9, 2015. MTA Bus insisted that the parties never resolved this cost-carryover issue, despite several attempts in the intervening period (from 2009 to 2015) to do so.

Local 100's argument is not persuasive. As far as my Award is concerned, the cost-carryover matter still requires resolution, and I direct the parties to engage in such discussions as will put finality to this issue.

Second, MTA Bus asked that LOCAL 100 members must be required to increase *their* pension contributions, currently \$29.06/week, in the corresponding amount of the pension credit increase. I agree. A \$25/credit increase in the multiplier is a 23.8% rise in the benefit. A corresponding increase to the weekly employee contribution is \$6.92 resulting in a new contribution (effective January 1, 2017) of \$35.98 per week. This member contribution shall thereafter increase in the same percentage amount as the pension credit, as set forth above, at the same time as

general wage increases are applied.⁸

Also, I note MTA Bus' insistence that any enhancements to the pension over and above its \$115/pension credit must be accounted for in order to fit within the existing "pattern" of increases.⁹ The necessity and amount of such are a matter of significant dispute. The history of the parties' relations informs the discussion to a large degree. Both parties acknowledge that a similar situation was presented in assimilating MaBSTOA. Over the course of years, the pensions became identical. But first, the parties agreed to approach both NYCT and MaBSTOA as one collective bargaining agreement for Main Table negotiations purposes, with Departmental negotiations handled separately. Furthermore, as with the cost-carryover issue discussed above, the parties have addressed issues such as these in subsequent rounds of bargaining. Building on these historical precedents, I direct the parties to conduct their Main Table negotiations for MTA BUS together with NYCT and MaBSTOA and to consider the MTA Bus collective

⁸ The parties' collective bargaining agreements are expiring on January 15, 2017. This Award is written without the benefit of knowing whether the parties will come to terms on successor agreements (or what those terms will be). The timing of any general wage increase may have an impact on the terms of this Award.

⁹ It is worth noting that in the context of the June 9, 2009 Award LOCAL 100 members funded the entire increase (from \$82/year of service to \$105/year of service, as well as other pension enhancements) with work rule concessions.

bargaining agreement part and parcel with the TA/OA Contract. Thus, I shall afford MTA Bus the opportunity to petition me for an appropriate remedy if it believes the value of the .296 has not been accounted for in the next round of bargaining.

Finally, as previously indicated, this dispute is complicated. It would be irresponsible to the parties were I to end my role as "functus officio", if issues, including unintended consequences, arose concerning the meaning and/or implementation of the terms of this Award. Thus, in the event any such matters arise, I shall retain jurisdiction to resolve them.

In sum, I conclude that this finding represents a fair and equitable balance between the obligations of the Employer and the needs of MTA Bus-LOCAL 100 members. Accordingly, its terms are to be implemented as indicated. It is so ordered.

AWARD

1. Effective upon the date of this Award, the pension/credit multiplier shall be increased for all years of service (except as indicated in this Opinion) from \$105 to \$130.00.
2. Former members of the bargaining unit who retired between the date of the parties' Memorandum of Agreement (November 9, 2015) and the date of this Award shall be entitled to have their pension benefit recalculated to reflect \$115 for each year of service, subject to the same limitations as above, prospectively. MTA Bus is not obligated to pay any retroactive adjustments.
3. There shall be increases in the pension credit, hereafter, which shall coincide with the general wage increase and which shall be applicable to service in the year of that increase. Subsequent years general wage increases shall be applied to the pension credit for each of those years. The sum of the pension credits for each of the years of service shall be the monthly benefit, as described above, with the caveat that there shall be no year in which the pension credit decreases, except as I may order.
4. There shall be cost-of-living adjustments to pension benefits for all retirees who retired on or after the date of this Award, which shall be the same COLA increase, with the same limitations, as provided for in the MaBSTOA Pension Plan.
5. The parties are directed to address the .296% costing gap referenced in the Zuccotti Award, dated June 9, 2009, in their upcoming negotiations relating to the next collective bargaining agreement, as it pertains to the funding of the pension benefit increases awarded herein.

6. The weekly Employee pension contribution shall increase from \$29.06 to \$35.98 commencing January 1, 2017 and shall thereafter increase in the same percentage amounts as the pension credit as set forth in paragraph 3.
7. I shall retain jurisdiction to aid the parties in implementing its terms, including, without limitation, addressing the above cost-carryover issues and the Yonkers Pension issue.
8. There shall be no other changes to the pension benefit for LOCAL 100 members at MTA BUS, except as provided above.
9. Article 14 of the MTA Defined Benefit Pension Plan shall be amended in accordance with this Award.

DATED: November 17, 2016

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: November 17, 2016

Howard C. Edelman

HOWARD C. EDELMAN, ESQ.

ARBITRATOR

APPENDIX G

MAINTENANCE DEPARTMENT JOB TITLES

The following job titles, and corresponding job title conversions, were established pursuant to the June 9, 2009 Impasse Award.

Cleaner/Helper

Responsibilities:

Perform all tasks related to cleaning interior and exterior of buses, Company vehicles, offices, garages, maintenance areas, work areas, buildings, grounds and all other areas, including but not limited to, sweeping and mopping such areas, shoveling snow, collecting and discarding refuse and other related tasks. Cleaner/Helpers may be trained and required to operate a forklift.

Cleaner/Helper must also be qualified to perform all Helper duties, including the requirement of having a Class "B" CDL or permit with air breaks and passenger endorsement.

Bargaining unit employees currently in the Interior Cleaner, Cleaner Technician and Building Cleaner Titles will be appointed to the Cleaner/Helper Title. No incumbent, however, shall be denied placement in the Cleaner/Helper position due to inability to obtain a CDL or meet the qualifications of the Helper title. However, incumbents who lack a CDL or other necessary qualifications of the Helper Title will not be assigned work in the Helper title.

MTA Bus reserves the right to continue contracting out building cleaning services where currently done.

Helper

This title includes the current titles of Cleaner/Shifter; Cleaner/Fueler; Garageman; Helper; Vault Puller; and Utility (as that title is currently defined at those depots that currently have that title).

Below is a job description for the title of Helper. All current incumbents in the bargaining unit of the above specified titles shall be appointed to the Helper title. No employee will be assigned to a specific job function within the Helper title unless training has been provided, if any is necessary.

Responsibilities:

- Shifting and parking of buses and non-revenue vehicles, including forklifts and industrial equipment (Bus Operators will pullout and park buses except when the bus is taken to the refueling station or requires maintenance.) Checking of fluids and fuels in buses and non-revenue vehicles, including, but not limited to diesel, CNG and/or other alternative fuels, oil, antifreeze, transmission fluid, brake fluid, windshield washer fluid and replenishing of such fluids and fuel.

- Parts pick-up and delivery, preparing parts for shipment and other errands as required. Perform bus changes (Vendors).
- Steam cleaning of buses, non-revenue vehicles, parts, and units, including but not limited to wheelchairs, wheels, radiators, condensers and evaporators.
- Vault pulling and probing.
- Close panels and access doors; grease chassis; take fluid samples; boost buses; service batteries; and connect Hybrid Buses to the battery conditioner.
- Assist mechanics and facilities maintainers as assigned (purpose is to assist and to learn with a view toward promotion.)
- Class "B" CDL or permit with air brakes and passenger endorsement required. No incumbent, however, shall be denied placement in the Helper position due to inability to obtain a CDL.
- May be assigned other associated tasks.
- The Company will provide all necessary tools.

Maintainer

All current mechanic job classifications shall be consolidated into the Maintainer title.

Responsibilities:

Perform scheduled and unscheduled repairs; perform work requiring a mechanical certification (including but not limited to painting, welding, HVAC, etc., . . .); perform diagnostics; perform work requiring electronics and perform rebuilds.

General Provisions

1. For all titles, there shall be a wage progression based on service in title. The wage progressions are set out in Section 3.
2. Employees promoting to a higher title shall be paid at the closest rate of pay in the new progression above their current rate of pay.
3. The eleven (11) full time employees currently dedicated to vault pulling may continue as vault pullers. However, if an employee(s) more senior to one of the eleven (11) employees chooses the vault pulling work, he/she may be displace one of the eleven (11) employees. The total number of grandfathered individuals

shall not be more than eleven (11) under any circumstance. When a grandfathered vault puller leaves the position, it shall be abolished.

4. Part time vault pullers shall not be grandfathered.
5. All grandfathered vault pullers shall participate in the Maintenance Department General Pick.
6. Any title may be assigned duties of a lower title if no work is available in the higher title or if there is an unanticipated need for work to be performed in the lower title. Whenever a maintenance employee is assigned the duties of a higher title, he/she will be paid the appropriate pay in the higher classification while performing such work.
7. Employees assigned to snow removal work other than bus routes shall continue to be paid in accordance with Section 56: Snow and Cinder Work.
8. Snow plowing on bus routes will be done by Bus Operators. Snow trucks will be cleaned by the Maintenance Department.
9. Picks – There will be preference picks at all depots. The slots will continue to identify the type of work typically performed in that slot. However, MTA Bus shall not be limited in its assignment of other duties within classification, as needed. Employees who are locked-in will not be assigned other work unless there is no one else available to do that work or there is no work available in locked-in assignments.
10. Eastchester Depot Bus Operators will neither sweep their buses nor receive “sweep pay.”
11. Stockroom – Current incumbents represented by the Union assigned to the stockroom who are currently receiving A Mechanic rate of pay shall be grandfathered and receive the Maintainer parity rate of pay effective January 15, 2009. All other stockroom incumbents shall receive the Stock Worker rate of pay listed in Section 3, effective January 15, 2009. The parties shall meet within 90 days of the issuance of the Award to discuss stockroom issues, including but not limited to stockroom hiring and promotions.

APPENDIX H

SAFETY DISPUTE RESOLUTION PROCEDURES

- A. An employee(s) that believes he/she is being asked to perform a task that is in violation of the departmental or applicable MTA Bus-wide safety rules or applicable law has the right to challenge the decision of the immediate supervisor. The challenge must be in writing on a form provided by MTA Bus and must identify the rule or standard that was violated. MTA Bus supervisors will carry such forms.
- B. The supervisor must respond/resolve the issue in writing on the form. If the response/resolution is acceptable, the issue is resolved and both must sign the resolution.
- C. If an employee(s) does not agree with the supervisor's response/resolution a manager must be contacted to review the issue and determine who is correct. The Union will also be notified. If the employee(s) refuses the manager's decision, appropriate action may be taken against the employee(s).
- D. If the supervisor/manager fails to correct a valid safety condition, appropriate action will be taken against the supervisor/manager.
- E. The form must be turned into a departmental review team and the TWU Safety Department for quarterly evaluation.

APPENDIX I

DRUG AND ALCOHOL DISCIPLINE AGREEMENT

DRUG AND ALCOHOL DISCIPLINE AGREEMENT

It is agreed by and between the MTA Bus Company and the Transport Workers Union of America AFL-CIO, Local 100 that:

1. All drug and alcohol tests conducted by MTA Bus, whether DOT/FTA mandated or employer mandated (non-DOT), shall be conducted pursuant to US DOT/FTA collection regulations.
2. If an employee refuses to take a test for alcohol or a prohibited substance or supplies an adulterated sample, such action shall be deemed an admission of improper use and shall result in the employee's immediate discharge.
3. Any employee receiving a positive result on a test for alcohol or a prohibited substance during the first twelve (12) months of employment shall be immediately discharged.
4. An employee who tests positive for use of a prohibited substance after a "post accident" or "post incident" test shall be immediately discharged.
5. An employee with at least one year of service who tests positive for the first time for alcohol or a prohibited substance following a pre-employment, random, 19(a), return to duty, or reasonable suspicion test shall be immediately relieved of duty, placed in a "No Pay" status, and referred to the Company administered Employee Assistance Program (EAP). An employee who is referred to EAP has seventy-two (72) hour from being relieved of duty to meet with the EAP's Substance Abuse Professional (SAP). Failure to meet with the SAP or comply with the EAP's treatment recommendations at any time thereafter will result in discharge.
6. An employee who is referred to EAP under Paragraph 5 above shall be allowed to return to duty if (1) it is his or her first ever positive; (2) the SAP certifies the employee's successful completion of the rehabilitation; and (3) the MRO certifies that the employee passed a return to duty drug/alcohol test. Restoration to duty under this provision shall be considered no earlier than one (1) month nor later than one (1) year following the positive test. Employees who are not cleared to return to duty within one (1) year shall be terminated. As a condition of reinstatement, the employee will be subject to follow-up testing at the direction of the Company at the SAP's recommendation, for up to five (5) years.
7. The first thirty (30) days an employee spends in a "No Pay" status while participating in EAP shall be treated as a disciplinary suspension. Employees that have been in a no-pay status for thirty (30) days or more at the time of a pick shall not be entitled to pick. If an employee remains in a "No Pay" status and continues to be an active participant in EAP after thirty (30) days, the employee may use accrued vacation, personal days, sick days, and disability benefits in this order. Employees may also elect to cash out their leave balances on a weekly basis during a disciplinary suspension for drug and alcohol

violations. In addition, the Company agrees to continue an employee's health and welfare benefits while he/she remains an active participant in EAP.

8. An employee who tests positive for alcohol or a prohibited substance for a second time shall be immediately discharged. Except that, if the employee's second positive occurs ten or more years after the employee returned to work from their first positive result then the employee shall be suspended and rehabilitated in accordance with paragraphs 5, 6, and 7 above and any further positive tests in an employee's tenure with MTA Bus shall result in dismissal.
9. If the Union appeals an employee's dismissal for a positive alcohol or drug test result, a refusal to submit to testing or an MRO's finding of an adulterated sample, the parties agree the scope of the arbitrator is limited to determining whether a valid drug test was administered. If the arbitrator finds the administration of the drug test was valid, then the arbitrator shall not reduce, alter, change, rescind, or modify the disciplinary penalty imposed by the Company. In the event the arbitrator determines the test was invalid per US DOT and FTA regulations the arbitrator shall dismiss the charges based upon the test result and make appropriate relief.
10. Each employee shall be under the affirmative obligation to report to the Company's medical department his/her use or possession of any prohibited substance. Each employee must also report the use of any other drug or substance, whether or not used pursuant to medical authorization, which may impair job performance or pose a hazard to the safety of others. Questions concerning the effect of a Drug on performance should be referred to the Company's Medical Department. Each employee shall also provide evidence of medical authorization upon request. The failure to report the use of prohibited substances to the Medical Department or the failure to produce evidence of medical authorization upon request will result in disciplinary action and may be deemed proper grounds for dismissal.
11. Employees shall have the opportunity to participate in EAP on a voluntary basis. However, once an event, incident or act occurs that is or becomes the basis of a "reasonable suspicion" or "post-accident" test, the employee is no longer eligible to participate in the EAP on a volunteer basis.
12. MTA Bus shall pay the laboratory costs of split sample testing of urine.
13. This agreement, except for paragraph one, pertains only to DOT/FTA drug and alcohol testing, for all current and future employees represented by TWU, Local 100 at MTA Bus, but not to the non-DOT drug and alcohol testing conducted by MTA Bus.
14. The calculation of disciplinary penalties under this agreement includes positive results for all drug and alcohol tests conducted under DOT/FTA authority by MTA Bus, Queens Surface Company, Liberty Lines Transit, Liberty Lines Express, New York Bus Company, Jamaica Bus Company, and Triboro Coach Bus Company. This disciplinary agreement shall be applied prospectively to all current and future employees of MTA

Bus. Those employees with two positive drug or alcohol results (strikes) shall not be dismissed, unless they are positive a third time prospective from the date of this agreement.

15. Loss of Commercial Drivers License and/or 19(A) Certification Due to DWI/DWAI Conviction While Off Duty:


- A. An employee who is issued a violation for DWI/DWAI or any other drug or alcohol related driving offense, regardless of the jurisdiction in which the violation occurs, must inform Management as soon as possible but not greater than 72 hours after the occurrence. Failure to so notify Management will result in immediate discharge.
- B. If an employee with one (1) or more years of service is convicted of DWI/DWAI and the employee has no other positive test results for prohibited substances under this Agreement, such conviction shall be considered and treated as a first time positive in accordance with Paragraphs 5 and 6 above. An employee who is convicted of DWI/DWAI and who has less than one (1) year of service shall be discharged.
- C. A second conviction for DWI/DWAI or a second positive test for alcohol or prohibited substances, or any combination thereof, shall result in the employee's discharge.
- D. An employee who is returned to duty under the terms of Paragraphs 5 and 6 above following a DWI/DWAI conviction shall be placed on an unpaid administrative leave of absence for up to one year from the revocation date of his/her 19A certification and/or CDL. If the operator does not have his/her 19A and/or CDL certification restored in that time, the operator will be dismissed from service.
- E. Management may, at its discretion and based upon the employee's overall record, offer the employee work in a budgeted, vacant non-safety sensitive position while the operator awaits restoration of his/her 19A certification and/or CDL. The operator will be paid the applicable salary for the work being performed. In no instance will this re-assignment extend beyond one year from the date of revocation. The decision to provide or not provide non-safety sensitive work is not subject to review through the contractual grievance procedures. Employees assigned to non-safety sensitive work under this paragraph shall not be entitled to pick work assignments while assigned to such work.
- F. A first-time conviction for DWI/DWAI under this Agreement will sunset if all the following conditions are satisfied:
 - 1) The employee has a first DWI/DWAI conviction and is treated as a first-time positive/conviction under this program; and,

- 2) The employee does not have a second DWI/DWAI conviction within ten (10) consecutive years of this first conviction; and,
- 3) The employee has no other event which would constitute a positive under the MTA Bus Company's drug and alcohol policy within that period.
- 4) The employee has not previously had the benefit of this provision during their tenure with MTA Bus, and Queens Surface Company, and Liberty Lines Transit, and Liberty Lines Express, and New York Bus Company, and Jamaica Bus Company, and Triboro Bus Company.

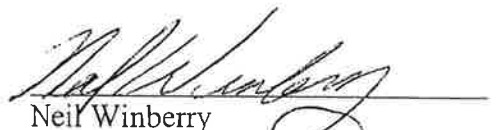
This provision is based on the New York State Vehicle and Traffic Law section 509-c(b)(iii) which sunsets a first DWI/DWAI conviction after ten years. In the event the law is changed to increase the ten (10) year time-frame, this agreement will automatically be modified accordingly.

For MTA Bus:

For TWU:



Thomas J. Savage
President, MTA Bus



Neil Winberry
Vice President, MTA Bus
Transport Workers Union, Local 100

APPENDIX J

DECEMBER 24, 2014 FACILITY MAINTAINER AGREEMENT

January 24, 2014

**MTA BUS Company
Office of Labor Relations
STIPULATION AND AGREEMENT**

This Agreement, by and between the **MTA Bus Company** (hereinafter the "Company") and the **Transport Workers Union, Local 100** (hereinafter the "Union") is hereby entered into as of January 24, 2014.

Whereas, the Company is establishing the new title of Facility Maintainer and the Union has requested that the Company voluntarily recognize the Union as the exclusive bargaining representative for hourly operating employees in the new title of Facility Maintainer in the Company's Facilities Department; and

Whereas, the Union recognizes that no statutory requirement exists for the Company to voluntarily recognize the Union as the labor organization to represent the new title of Facility Maintainer in collective bargaining without the processes specified in the Taylor Law; and

Whereas, the Union is requesting that certain employees in the Maintainer title who are currently performing building maintenance duties be permitted to matriculate into the new Facility Maintainer title; and

Whereas, the parties have come to an understanding on these matters and mutually agree as follows:

1. The Company will grant voluntary recognition to the Union to be the exclusive collective bargaining representative for Facility Maintainers assigned to Depots where hourly operating employees are represented by the Transport Workers Union, Local 100. As such, the Company will take necessary steps to establish such recognition as required by the procedures and requirements of Article XIV of the New York Civil Service Law (the "Taylor Law") and the Rules of the Public Employee Relations Board.
2. The seven (7) incumbent employees in College Point and Yonkers Depots permanently "frozen" into the building maintenance function will be appointed to the title of Facility Maintainer. The remaining incumbent (7) positions will be opened up for bid based on seniority. Employees who bid into the new Facility Maintainer title under this provision will have up to six (6) months to decide following the execution of this agreement whether to remain in the Facility Maintainer position or return to their former title. Management also reserves the right to return employees bidding into the Facility Maintainer title to their former position within the six (6) month period. Vacancies created by any of those seven employees opting to return to their former Bus Maintainer title who will be filled by application, practical examination, and seniority. This provision will conclude once incumbent positions are filled. Thereafter, the provisions of Section 3 below will apply for filling future vacancies.

January 24, 2014

3. All other vacancies in the Facility Maintainer position will be filled first by internal Company employees in the Maintenance Department in the title of Maintainer who apply for this lateral position who have at least two (2) years experience and pass a practical exam. Helpers and Cleaners up for promotion must meet all hiring qualifications (including a three-year evaluation) and pass a practical examination as per the terms of the collective bargaining agreement. While Maintainers and Helpers must have a commercial drivers license to be considered for promotion, Cleaners may apply provided that they have a valid CDL permit and receive their CDL license within six (6) months of the date training commences. The Company may also fill vacancies with outside applicants where there are not sufficient internal applicants to fill the vacancies.
4. Employees named to the Facility Maintainer title shall receive the working conditions applicable to the depot they are assigned to, except as otherwise stated herein. The wage progression and rates of pay for the Facility Maintainer title will be the same as those for the Maintainer title. Baisley Park Depot Facility Maintainers, who were formerly Lead Maintainers, will continue to receive the lead rate of pay in accordance with the Scheinman lead mechanic pay award provided they remain at Baisley Park Depot. Incumbent Maintainers who are receiving a 'grandfathered' hourly rate of pay and who are subsequently assigned as a Facility Maintainer will continue to receive the 'grandfathered' hourly rate of pay.
5. The job description for the Facility Maintainer title is attached hereto as Attachment A. The union will be notified in advance of any proposed changes to this job description for their review and input prior to implementation. All building maintenance functions will be performed by the Facilities Department to which the Facility Maintainer title will report and for whom there will be a separate pick at least one a year. This pick will not be part of the Maintenance Department pick. Employees named to the Facility Maintainer title will pick an assignment based on seniority.

While it is anticipated that most assignments will have one designated reporting location, employees may be required to report, with 16 hours' notice, and without penalty, to alternate locations, or may be directed to go to another location subsequent to reporting, as a result of trouble calls, or emergencies, or due to training or as a result of training. Those Facility Maintainers assigned to Queens Depots represented by TWU Local 100 may be instructed to report directly to College Point, Baisley Park, East New York and LaGuardia Depots. Those Facility Maintainers in the Bronx Division may be instructed to report directly to Eastchester and Yonkers Depots. Employees who report to their picked location may be reassigned to any Depot represented by TWU Local 100. Employees may be instructed to report directly to a facility for training regardless of location.
6. Major project work will continue to be performed by MOU trades group personnel; however, Facility Maintainers may be assigned to work with MOU trades group

January 24, 2014


personnel based on operational needs and for training purposes. Within five (5) years of the signing of this agreement, the MTA Bus Company will transition the MOU trades group positions (carpentry, electrical, plumbing, HVAC, and masonry) to in-house Facility Maintainer personnel. Facility Maintainers seeking a trades group position must pass the practical examination for the applicable trade. The parties will also meet to discuss issues that may arise as a result of the migration of qualified in-house candidates into the trades group prior to the posting of such positions.

7. This Agreement resolves all prior disputes between the parties regarding the establishment of the new Facility Maintainer title at MTA Bus Company.

For: MTA Bus

By:

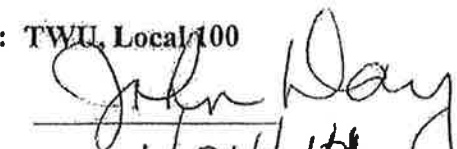
Dated:


Jan 24, 2014

For: TWU, Local 100

By:

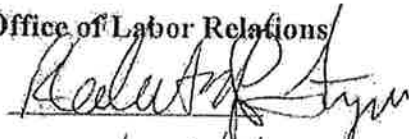
Dated:


1/24/14

For: Office of Labor Relations

By:

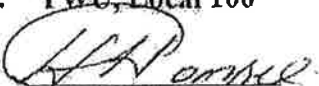
Dated:


1/24/14

For: TWU, Local 100

By:

Dated:


1-24-14

January 24, 2014

Appendix A

Facility Maintainer

JOB DESCRIPTION: Under supervision, Facilities Maintainers perform general facility/building maintenance work at MTA bus depots, repair shops, buildings and facilities. They install, inspect, test, repair and maintain electrical, plumbing, air conditioning, heating. Perform minor carpentry, masonry work and repair fire suppression and bus wash/lift/fuel systems; change filters; paint; repair flooring and walls; keep records; prepare reports and perform related work. Some of the physical activities performed and environmental conditions experienced are: driving, loading and unloading light utility trucks, operating fork and platform lifts, lifting and carrying heavy equipment weighing up to the weight restrictions contained in the Bus Maintainer job description, lifting equipment overhead, climbing and descending ladders, working at heights up to 50 feet, using hand and power tools, working on rooftops, crouching and kneeling to reach equipment being repaired, making visual inspections of equipment, distinguishing color-coded wiring, reading blueprints and schematics and working outside in all weather conditions.

(This is a brief description of what the job involves and does not include all of the duties of this position.)

QUALIFICATION/ ELIGIBILITY TO TAKE THE EXAMINATION: The examination is open to each employee of MTA Bus who on the first date of the practical test is:

1. employed in the title of Maintainer; or
2. employed in the title of Helper and Cleaner-Helper, by the last day of the application period meets the following education and experience requirements:

Education and Experience Requirements:

- a.) Three years of full-time satisfactory experience as a maintenance mechanic, repairman, handyman, or superintendent performing the installation, inspection, testing, repair and maintenance of electrical, plumbing, heating, air conditioning, fire suppression, carpentry, and masonry components and systems in residential or commercial buildings or facilities; or
 - b.) Two years of full-time satisfactory experience as described in "A" above plus graduation from a recognized trade school, technical school, vocational high school or community college with a major sequence of courses in the electrical, mechanical, plumbing, heating, air conditioning, carpentry, or related fields.
3. and is not otherwise ineligible.

DRIVER LICENSE REQUIREMENT: At the time of assignment to Facilities Maintainer, an employee must possess a Class B Commercial Driver License valid in the State of New York. This license must be maintained for the duration of employment in this assignment.

DRUG SCREENING REQUIREMENT: Employees must pass a drug screening to be assigned.

APPENDIX K
INVENTORY CONTROL ATTENDANT VOLUNTARY RECOGNITION
AGREEMENT

**MTA BUS Company
Office of Labor Relations
STIPULATION AND AGREEMENT**

This Agreement, by and between the MTA Bus Company (hereinafter the "Company") and the Transport Workers Union, Local 100 (hereinafter the "Union") is hereby entered into as of June 14, 2018.

Whereas, the Union has requested that the Company voluntarily recognize the Union as the exclusive bargaining representative for hourly operating employees in the title of Inventory Control Assistant (ICA) in the Company's Storeroom Department; and

Whereas, the Union is requesting that employees in the ICA title who are currently performing Assistant Stock Worker duties be permitted to matriculate into the title of Assistant Stock Worker upon recognition; and

Whereas, the Union recognizes that no statutory requirement exists for the Company to voluntarily recognize the Union as the labor organization to represent the incumbent ICAs in the reclassified title of Assistant Stock Worker in collective bargaining without the processes specified in the Taylor Law; and

Whereas, the parties have come to an understanding on these matters and mutually agree as follows:

1. The Company will grant voluntary recognition to the Union to be the exclusive collective bargaining representative for ICAs assigned to Eastchester and Yonkers Depots. As such, the Company will take necessary steps to establish such recognition as required by the procedures and requirements of Article XIV of the New York Civil Service Law (the "Taylor Law") and the Rules of the Public Employee Relations Board.
2. Upon recognition, all incumbent employees in the title of ICA will be reclassified into the title of Assistant Stock Worker and be responsible for all duties and responsibilities of this title (see job description attached as Appendix A) and shall be subject to the terms and conditions of the TWU Local 100 Collective Bargaining Agreement, except as modified in this agreement.
3. Thereafter, promotional and open competitive vacancies in the titles of Assistant Stock Worker and Stock Worker will be filled by application, practical examination, and seniority as outlined in the labor agreements between the Company and the Union.
4. Incumbent ICAs will retain their original date of hire for all purposes including pension, paid leave, and health benefits. Incumbent ICAs shall transition into the terms and conditions of the TWU Local 100 CBA as follows:
 - a.) Pension: Effective the month following the full and final execution of this agreement, incumbent ICAs will be transferred from the Article 14 Pension Plan for non-

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6/13/18

represented employees to the amended Article 14 Pension Plan for those employees represented by TWU Local 100 under the same terms and conditions that apply to TWU Local 100 represented employee at MTA Bus, including past service as an ICA. Incumbent ICAs will be required to make up the difference in employee contributions between the Plans for past service as an ICA.

b.) Sick Leave: Upon execution of this agreement, incumbent ICAs will have their full day sick leave balances converted to half day sick units. As per the TWU Local 100 CBA, incumbent ICAs will be able to bank up to a maximum of 60 half day sick units. All half day sick units in excess of 60 units will be cashed out at a rate of four (4) half day sick units for one full day of sick leave at the hourly rate of pay for the ICA title in effect prior to the date of signing of this agreement. Also effective upon execution of this agreement, all non-represented short term and long term disability plans provided to incumbent ICAs will be eliminated and replaced with the TWU Local 100 half day sick unit and short term disability provisions. Commencing January 1, 2019, incumbent ICAs will be awarded 14 half day sick units in accordance with the CBA.

c.) Vacation: Incumbent ICAs will maintain their existing earned vacation balance until December 31, 2018. All unused, earned vacation balances as of December 31, 2018 will be cashed out in January 2019. Incumbent ICAs will thereafter be awarded vacation benefits based on their date of hire in accordance with the TWU Local 100 CBA commencing January 1, 2019.

d.) Holidays: Effective upon execution of this Agreement, incumbent ICAs will observe the TWU Local 100 holiday schedule. Incumbent ICAs who have banked AVA days will maintain their existing AVA days. Unused AVA days as of December 31, 2018 shall be treated in accordance with the TWU Local 100 CBA. All current floating holidays for incumbent ICAs must be exhausted prior to December 31, 2018. Unused floating holidays as of December 31, 2018 will be forfeited.

e.) Personal Leave Days: Incumbent ICAs will maintain their existing PLDs until December 31, 2018. Unused PLDs as of December 31, 2018 shall be treated in accordance with the TWU Local 100 CBA. Commencing January 1, 2019, incumbent ICAs will be awarded six (6) personal leave days in accordance with the TWU Local 100 CBA.

f.) Salary Range: Effective upon execution of this agreement, incumbent ICAs will be slotted into the Assistant Stock Worker wage progression based on their years of service as an ICA. Thereafter, incumbent ICAs will follow the Assistant Stock Worker wage progression and rates of pay in accordance with their date of hire as an ICA.

g.) Seniority: Prior to the 2019 annual pick, incumbent ICAs will be merged at the bottom of the existing seniority list for Assistant Stock Workers based on their date of hire with the Company.

h.) Health Benefits: Effective the first day of the month following thirty (30) days after full and final execution of this agreement, incumbent ICAs will be transferred from NYSHIP to the TWU Local 100 Health Benefit Plan. Effective the same date, employee

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health insurance contributions will be 2% of the employee's gross wages, based on 40 hours, in accordance with the TWU Local 100 CBA. Also effective the first day of the month following thirty (30) days after full and final execution of this agreement, administration of Dental and Vision coverage will be transferred to TWU, Local 100, and MTA Bus will begin contractual employer contributions for dental and vision.

5. There will continue to be a separate general pick within the Storeroom Department once a year. This pick will continue to be separate from the Maintenance Department pick. Employees in the Assistant Stock Worker title will pick an assignment based on seniority as noted in Section 4 (g) above.

For: MTA Bus

By: 

Dated: 6-14-18

For: TWU, Local 100

By: 

Dated: June 13, 2018

For: Office of Labor Relations

By: 

Dated: 6/14/18

APPENDIX A

ASSISTANT STOCK WORKER

JOB DESCRIPTION: Under supervision, Assistant Stock Workers receive, transfer, check, safeguard, classify, store and distribute both standard and non-standard supplies at MTA Bus Storerooms. Duties include: keeping records, taking inventory, unpacking, counting, sorting, marking and placing materials and supplies received, filling requisitions, handling obsolete and scrap material and all other activities related to normal warehousing and distribution functions; Data processing and maintaining all inventory transaction documents in a manner that provides storeroom supervision with timely and accurate information; Operating forklifts, hi-los and other machinery including all material handling equipment; Driving, loading and unloading trucks. Perform other related duties as assigned.

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6/13/18

APPENDIX L
SECURITY EQUIPMENT MAINTAINER VOLUNTARY RECOGNITION
AGREEMENT

**MTA BUS Company
Office of Labor Relations
STIPULATION AND AGREEMENT**

This Agreement, by and between the **MTA Bus Company** (hereinafter the “Company”) and the **Transport Workers Union, Local 100** (hereinafter the “Union”) is hereby entered into as of November __, 2018.

Whereas, the Union has requested that the Company voluntarily recognize the Union as the exclusive bargaining representative for hourly operating employees in the title of Security Equipment Maintainer (SEM) in the Company’s Farebox Department assigned to Eastchester Depot; and

Whereas, the Union is requesting that employees in the SEM title assigned to Eastchester Depot who are currently performing farebox duties be permitted to matriculate into the title of Maintainer upon recognition; and

Whereas, the Union recognizes that no statutory requirement exists for the Company to voluntarily recognize the Union as the labor organization to represent the incumbent SEMs at Eastchester Depot in the reclassified title of Maintainer in collective bargaining without the processes specified in the Taylor Law; and

Whereas, the parties have come to an understanding on these matters and mutually agree as follows:

1. Effective the date of full and final execution of this agreement, the Company will grant voluntary recognition to the Union to be the exclusive collective bargaining representative for SEMs assigned to Eastchester Depot. As such, the Company will take necessary steps to establish such recognition as required by the procedures and requirements of Article XIV of the New York Civil Service Law (the “Taylor Law”) and the Rules of the Public Employee Relations Board.
2. Upon recognition, all incumbent employees in the title of SEM at Eastchester Depot will be reclassified into the title of Maintainer and shall be subject to the terms and conditions of the TWU Local 100 Collective Bargaining Agreement, except as modified in this agreement.
3. Incumbent SEMs will be locked-in to the Farebox Department and will continue to perform farebox duties and remain at their designated work location but will be permitted to pick their work assignments within that location based on their seniority. Incumbent SEM seniority for pick purposes shall be based on their date in title as a Maintainer with the tiebreaker being their date in title as an SEM
4. Incumbent SEMs will retain their original date of hire for all purposes including pension, paid leave, and health benefits. Incumbent SEMs shall transition into the terms and conditions of the TWU Local 100 CBA as follows:

November 7, 2018

a.) Pension: Effective the month following the full and final execution of this agreement, incumbent SEMs will be transferred from the Article 14 Pension Plan for non-represented employees to the amended Article 14 Pension Plan for those employees represented by TWU Local 100 under the same terms and conditions that apply to TWU Local 100 represented employee at MTA Bus, including past service as an SEM. Incumbent SEMs will be required to make up the difference in employee contributions between the Plans for past service as an SEM.

b.) Sick Leave: Upon execution of this agreement, incumbent SEMs will have their full day sick leave balances converted to half day sick units. As per the TWU Local 100 CBA, incumbent SEMs will be able to bank up to a maximum of 60 half day sick units. All half day sick units in excess of 60 units will be cashed out at a rate of four (4) half day sick units for one full day of sick leave at the hourly rate of pay for the SEM title prior to the date of signing of this agreement. Also effective upon execution of this agreement, all non-represented short term and long term disability plans provided to incumbent SEMs will be eliminated and replaced with the TWU Local 100 half day sick unit and short term disability provisions. Commencing January 1, 2019, incumbent SEMs will be awarded 14 half day sick units in accordance with the CBA.

c.) Vacation: Incumbent SEMs will maintain their existing earned vacation balance until December 31, 2018. All unused, earned vacation balances as of December 31, 2018 will be cashed out in January 2019. Incumbent SEMs will thereafter be awarded vacation benefits based on their date of hire in accordance with the TWU Local 100 CBA commencing January 1, 2019.

d.) Holidays: Effective upon execution of this Agreement, incumbent SEMs will observe the TWU Local 100 holiday schedule. Incumbent SEMs who have banked AVA days will maintain their existing AVA days. Unused AVA days as of December 31, 2018 shall be treated in accordance with the TWU Local 100 CBA. All current floating holidays for incumbent SEMs must be exhausted prior to December 31, 2018. Unused floating holidays as of December 31, 2018 will be forfeited.

e.) Personal Leave Days: Incumbent SEMs will maintain their existing PLDs until December 31, 2018. Unused PLDs as of December 31, 2018 shall be treated in accordance with the TWU Local 100 CBA. Commencing January 1, 2019, incumbent SEMs will be awarded six (6) personal leave days in accordance with the TWU Local 100 CBA.

f.) Salary Range: Effective upon full and final ratification of this agreement, incumbent SEMs will be slotted into the Maintainer wage progression based on their years of service as an SEM. Thereafter, incumbent SEMs will follow the Maintainer wage progression and rates of pay in accordance with their date of hire as an SEM.

1. If application of (f) above would result in a diminution of the rate of pay for an incumbent SEM, that employee's rate of pay will be frozen until they are eligible for the next highest wage progression but continue to be eligible for any applicable general wage increases.

November 7, 2018

g.) **Health Benefits:** Effective the first day of the month following thirty (30) days after full and final execution of this agreement, incumbent SEMs will be transferred from NYSHIP to the TWU Local 100 Health Benefit Plan. Effective the same date, employee health insurance contributions will be 2% of the employee's gross wages, based on 40 hours, in accordance with the TWU Local 100 CBA. Also effective the first day of the month following thirty (30) days after full and final execution of this agreement, administration of Dental and Vision coverage will be transferred to TWU, Local 100, and MTA Bus will begin contractual employer contributions for dental and vision.

For: MTA Bus

By: 
Frank Annicaro
Chief Officer


Dated: 11/8/2018

For: TWU, Local 100

By: 
Peter Rosconi
Vice President

Dated: November 8, 2018

For: Office of Labor Relations

By: 
Kim Moore-Ward
Executive Vice President

Dated: 11/8/2018

November 7, 2018

APPENDIX M

TRANSPORTATION DEPARTMENT SINGLE DAY LEAVE ALLOWANCE STIPULATION

1. In Transportation, the quota for single day leave allowance (personal days, single day vacation, A.V.A.'s) in each depot shall be 2.875% of the total budgeted headcount of bus operators at the General Pick.
2. The daily quota will be rounded to the nearest whole number for the purposes of determining the number of slots (i.e. .5 or higher yields a full slot; lower than .5 yields the lower slot: 3.25 = 3; 5.5 = 6)
3. The single day leave allowances in the Maintenance Department shall be resolved on or about December 12, 2017.
4. The 2018 Vacation Pick will not be stopped in Maintenance or Transportation while these issues are being discussed

Date: December 6, 2017

/s/

APPENDIX N
19A ROAD INSTRUCTOR AGREEMENT

Post-it® Fax Note	7671	Date	6/9/09	# of pages	1
To	Steve Vidal	From	E. Sinnona		
Co./Dept.		Co.			
Phone #		Phone #			
Fax #	347-643-5002	Fax #			

Enzo Sinnona, Vice President, MTA Bus
Transport Workers Union, Local 100
80 West End Avenue
New York, NY 10023

Dear Mr. Sinnona:

This is to follow up in our recent conversation regarding 19A Road Instructors from College Point Depot, LaGuardia Depot and Baisley Park Depot. Currently, there are three Road Instructors, George Burrows (College Point Depot), Claudio Stepancic (LaGuardia Depot) and Joseph Holmes (College Pont Depot). The Union has requested that a fourth Road Instructor position for Baisley Park Depot, which recently became vacant due to a retirement, be filled by Bus Operator, and current Road Instructor alternate, Daniel Walchak. MTA Bus will agree to make Mr. Walchak a permanent Road Instructor based on the fact that he is currently an alternate Road Instructor and has received the necessary training. This agreement is also made with the understanding that, since the road instructor job function now falls within the purview of the Transportation Supervisors Organization, Local 106, Mr. Walchak will be the last bus operator to matriculate into road instructor work under Section 22 of the applicable CBAs.

If this reflects your understanding, please sign below.

Sincerely,



Stephen A. Vidal
Vice President and Chief Officer
Safety Training & Operations Perf.

I CONCUR:



Enzo Sinnona, Vice President, MTA Bus Company
TWU Local 100

APPENDIX O
UNIFORM ALLOTMENT SIDE LETTER



Bus Company

November 19, 2018

Anthony Utano
Transport Workers Union, Local 100
195 Montague Street, 3rd Floor
Brooklyn, NY 11201

Re: Uniforms

Section 19 of the Parties' Collective Bargaining Agreement indicates that the Company will provide Bus Operators with 2 Winter pants, 2 Summer pants, 3 Winter shirts and 4 Summer Shirts. The Company currently provides Bus Operators the following uniform items.

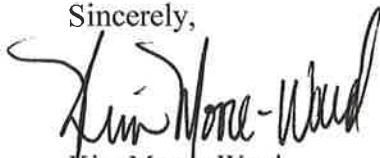
- 4 pairs of Trousers per year
- 3 Long Sleeve Light Blue Dress Shirts per year
- 4 Short Sleeve Light Blue Dress Shirts/ per year
- 3 Navy Neckties per year
- 1 Headwear choice per year
- 1 Navy Sweater Vest every 2 years
- 1 Choice of Navy Commando Sweater or Bi-Swing Jacket every 2 years

The Company currently provides Maintenance employees with the following uniform items.

- 9 pairs of pants
- 9 shirts

The Company reserves the right to modify this uniform requirement/allotment as necessary.

Sincerely,



Kim Moore-Ward
Executive Vice President
Office of Labor Relations

APPENDIX P

UNION SECURITY/CHECK-OFF SIDE LETTER



Bus Company

November 19, 2018


Anthony Utano
President
Transport Workers Union, Local 100
195 Montague Street, 3rd Floor
Brooklyn, NY 11201

Re: MTA Bus/TWU Local 100 Consolidated Agreement - Union Security and Check-Off


Dear Mr. Utano:

This is to confirm the parties' discussions regarding Section 2 (Union Security and Check-Off) of the Consolidated Agreement between TWU Local 100 and the MTA Bus Company. During the course of negotiations over the consolidated agreement, 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 Section 2 as a result of the *Janus* decision. While recognizing portions of Section 2 will require revision, it was agreed to leave Section 2 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 TWU Local 100 Collective Bargaining Agreements with MTA Agencies will be handled on a global basis, including the MTA Bus/TWU Local 100 Consolidated Agreement. If this reflects your understanding, please sign below.

Sincerely,


Kim Moore-Ward
Executive Vice President
Office of Labor Relations

I CONCUR:


Anthony Utano, President
TWU Local 100