



MTA BUS TWU LOCAL 100 MEMBERS

YOUR NEW CONTRACT

Millions in Wages and Benefits

Full Retroactivity on Wages to Jan. 1, 2102

A Real Path to Pension Parity with TA/OA

IMPORTANT BENEFIT INCREASES

Improved Dental - Members will be covered by the TA/OA Dental Plan, with an improved schedule of dental benefits.

Premier Optical Plan - Members will be covered by the TA/OA Optical Plan, which is considered the best for public sector workers in the State.

Line of Duty Death benefits raised from the current \$100,000 to \$250,000

Active Service Death Benefit maintained at \$25,000

HEALTH CARE SECURITY FOR SPOUSES. Pre-Medicare retirees' spouses receive full medical coverage to Medicare eligibility in the event of retiree's death.

FIRST TIME: NYCT local Bus and Subway pass.

FIRST TIME: Two weeks Maternity and Paternity leave with full pay upon the birth or adoption of a child.

MAJOR BREAKTHROUGH ON THE FIGHT WITH MANAGEMENT ON PENSION

MTA Bus has agreed that there is a disparity in your pension benefits as compared to TA/OA. The Company offer of \$115 was a breakthrough because it did not hinge on crippling work rule concessions, but it was not enough. We demanded \$143. Rather than hold up the rest of the contract, both sides agreed to submit the issue of pension parity to an arbitrator - to be held within 90 days of ratification and MTA Board approval.

Only the very narrow issue of "pension parity" will be presented to an arbitrator. Every other gain in the contract has been secured and cannot be altered.

Your TWU MTA Bus Negotiating Committee UNANIMOUSLY endorses this contract.

The TWU Local 100 Executive Board overwhelmingly (35-1) approved its terms.

ALL MAJOR CONCESSION DEMANDS DEFEATED!
NO PART TIME BUS OPERATORS

RETRO PAY MEANS SUBSTANTIAL \$\$\$ IN YOUR POCKET

SOME NOTES

The projected retroactive pay is based on earnings for the period of Jan. 16, 2012 through Jan. 22, 2016.

If the retro checks are issued prior to Jan. 22, 2016, then the retro pay will be slightly less than shown.

If the retro checks are issued after Jan. 22, 2016, then the retro pay will be slightly higher.

There is an additional half a percentage point (0.5%) contribution for the improved medical benefits, but it is NOT retroactive.

If Your GROSS ANNUAL PAY going back to 2012 averages...

...Then Your RETRO CHECK (BASED ON EARNINGS UP TO 1/22/16) will be roughly...

\$60,000	→	\$8,010
\$70,000	→	\$9,345
\$80,000	→	\$10,680
\$90,000	→	\$12,015
\$100,000	→	\$13,350
\$110,000	→	\$14,685
\$120,000	→	\$16,020

YOUR NEW WAGE PACKAGE

- ✓ Raises in Every Year (NO ZEROES)
- ✓ Immediate 6 percent wage increase upon ratification (with another 2% on Jan. 16, 2016).
- ✓ 8.25 percent Total Compounded Increase
- ✓ Significant Retroactive Pay

HERE'S HOW THE WAGES IMPROVE

- ✓ 1 Percent *RETROACTIVE* to Jan. 16, 2012
- ✓ 1 Percent *RETROACTIVE* and compounded to Jan. 16, 2013
- ✓ 2 Percent *RETROACTIVE* and compounded to Jan. 16, 2014
- ✓ 2 Percent *RETROACTIVE* and compounded to Jan. 16, 2015
- ✓ 2 Percent *ADDITIONAL* compounded increase on Jan. 16, 2016

HOW YOUR WAGE RATE WILL IMPROVE

Title	Current	6% Upon Ratification	2% more Jan. 16, 2016	Total Hourly Increase
Bus Operator	\$29.9550	\$31.7900	\$32.420	\$2.47
Bus Maintainer	\$31.8725	\$33.8250	\$34.5025	\$2.63
Maintainer Helper	\$26.9625	\$28.6150	\$29.1875	\$2.23
Cleaner/Helper	\$25.3900	\$26.9475	\$27.4875	\$2.10
Stocker Worker	\$31.4275	\$33.3550	\$34.0225	\$2.60
Asst. Stock Worker	\$28.1075	\$2.8300	\$30.4275	\$2.32

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is made by and between TRANSPORT WORKERS UNION LOCAL 100, AFL-CIO (hereinafter "LOCAL 100" or the "UNION") and the MTA BUS COMPANY (hereinafter "MTA BUS" or the "COMPANY"):

It is mutually agreed that the collective bargaining agreement¹ between the UNION and the COMPANY shall be amended further as follows²:

1. TERM:

On a non-precedential basis, this Agreement shall continue in full force and effect from January 16, 2012 through January 15, 2017.

2. GENERAL WAGE INCREASES:

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

Effective Date(s):	Increase
January 16, 2012	1.0%
January 16, 2013	1.0%
January 16, 2014	2.0%
January 16, 2015	2.0%
January 16, 2016	2.0%

The wage increases shall be effective on the dates listed above and full retroactive pay shall be made promptly.

3. 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 monthly pension 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.

¹ It is the intent of the parties hereto to continue to utilize the separate depot specific collective bargaining agreements currently in effect at MTA Bus, except as modified herein and by, inter alia, the Impasse Award of June 9, 2009.

² Approval of this Memorandum of Agreement is required by LOCAL 100's Executive Board and ratification by LOCAL 100's membership in addition to approval by the MTA Board.

4. TRANSPORTATION PASS

In addition to existing entitlements, no later than sixty (60) days after full and final ratification of this Agreement, 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.

5. HEALTH BENEFITS

- a) All employees covered by this Agreement shall, on the first bi-weekly pay period on which the general wage increases above are implemented, contribute, on a pre-tax basis, 2.0% of their wages on forty (40) hours per week to defray the cost of Health Benefits and additional benefits as provided below. The parties agree that the increased contribution shall be payable upon ratification and approval of this contract by the MTA Board. 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 benefit delivery methods that will reduce the cost to provide the same level and quality of benefits that are currently enjoyed by active and retired LOCAL 100 members and their dependents, or to provide improved 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 COMPANY.
- b) The COMPANY shall maintain all existing Health Benefits for active employees as previously contractually required and, effective as soon as practicable after ratification, transfer all LOCAL 100 members employed at MTA BUS from its Dental Plan into the trust established by LOCAL 100 for Dental Benefits. Commencing on that date, the COMPANY will remit to said trust, the first of a continuing series of monthly payments equaling \$26.48 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 at MTA BUS as the dental benefits currently covering TA/OA members of LOCAL 100.
- c) Effective as soon as practicable after ratification, the COMPANY will transfer all LOCAL 100 members employed at MTA BUS from its Optical Plan to a trust established by LOCAL 100, for Optical Benefits. Commencing on that date, the COMPANY will remit to said trust, the first of a continuing series of monthly payments equaling \$10.67 per active LOCAL 100 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 currently covering TA/OA members of LOCAL 100.

- d) 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 the purposes of this benefit, shall be defined as an employee who retires after the date of ratification of this agreement. This benefit shall not be available to a surviving spouse who has or is otherwise entitled to health insurance.
- e) The COMPANY will increase the line of duty death benefit to \$250,000.
- f) The COMPANY shall maintain the Active Service Member Death Benefit at \$25,000 for employees who die while in active service (other than line-of-duty).
- g) In addition to any and all other leave 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.

6. WAGE PROGRESSION

Employees hired after ratification of this Agreement shall progress to top rate of pay according to the following schedule:

Except for Cleaners, Stock Workers, and Maintainers, newly hired workers will progress to top rate of pay as follows:

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

Cleaners will progress to top rate of pay as follows:

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

Maintainers and Stock Workers will progress to top rate of pay as follows:

1 st year	70% of top rate
2 nd year	75% of top rate
3 rd year	85% of top rate

The parties acknowledge and agree that employees who are not currently 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 the ratification of this Agreement remain on the progression scale for more than five (5) years.

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 LOCAL 100 members promotional applicants, will continue for the duration of this agreement, to the extent permitted by applicable law.

7. RELEASE TIME

The COMPANY shall increase the Release Time allotment to 116 hours/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.

8. WOMEN'S ISSUES

The 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 provide such facilities where needed. Under no circumstance will the identified deficiencies extend beyond six (6) months from the execution of this Agreement.

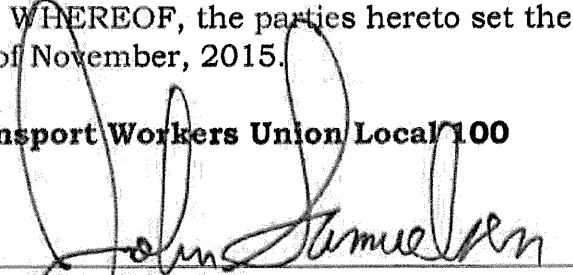
9. BUS PARTITIONS

- a) The 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.
- b) Effective within ninety (90) days of the effective date of this Agreement, the COMPANY will supply on each bus in passenger service a DNA Kit such as those utilized in other major urban bus transportation systems.

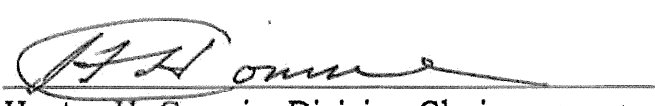
It is agreed by and between the parties that any provision of this memorandum of understanding requiring legislative action to permit its implementation by amendment of law or by providing additional funds therefore shall not become effective until the appropriate legislative body has given approval. It is further agreed that the parties will jointly seek such approval where required.

IN WITNESS WHEREOF, the parties hereto set their hands and seals as of this 9th day of November, 2015.

For: Transport Workers Union Local 100


John Samuelson, President


John Day, Vice President


Hector H. Comrie, Division Chairman

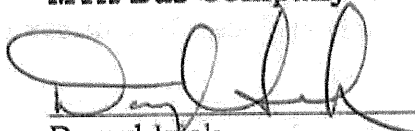
For: Metropolitan Transportation Authority



Anita L. Miller, Esq.

Chief Employee Relations and Administrative Officer

For: MTA Bus Company



Darryl Irick
President

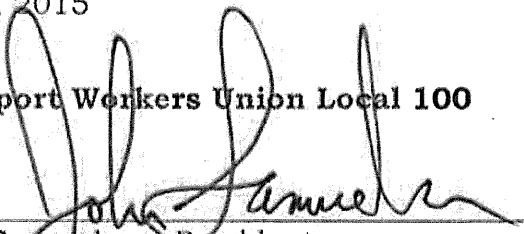
SIDE LETTER AGREEMENT 1

TRANSPORT WORKERS UNION LOCAL 100, AFL-CIO (hereinafter "LOCAL 100" or the "UNION") and the MTA BUS COMPANY (hereinafter "MTA BUS" or the "COMPANY") agree as follows:

In the interests of sound labor relations, upon ratification of the collective bargaining agreement between the UNION and the COMPANY, the COMPANY will contribute ONE HUNDRED SIXTY THREE THOUSAND SIX HUNDRED NINETY SEVEN DOLLARS (\$163,697.00) in a lump sum to a trust administered by the MTA to be established for permissible purposes including but not limited to health benefit expenses.

Dated: November 9, 2015

For: Transport Workers Union Local 100



John Samuelson, President

John Day, Vice President

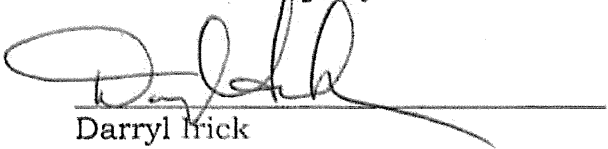
Hector H. Comrie, Division Chairman

For: Metropolitan Transportation Authority



Anita L. Miller, Esq.
Chief Employee Relations and Administrative Officer

For: MTA Bus Company



Darryl Frick
President

SIDE LETTER AGREEMENT 2

TRANSPORT WORKERS UNION LOCAL 100, AFL-CIO (hereinafter "LOCAL 100" or the "UNION") and the MTA BUS COMPANY (hereinafter "MTA BUS" or the "COMPANY") agree to review in Departmental discussions the following:

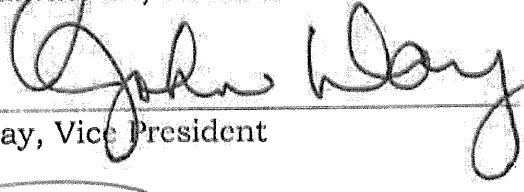
1. The issues raised in bargaining to address a uniform vacation pay of 1/52nd for all employees hired before June 9, 2009.
2. A uniform Retiree Death Benefit.
3. Streamlining the disciplinary and contract grievance process to eliminate the 3rd step on properties where it currently exist.

These discussions will take place within 30 days of ratification and approval by the MTA Board.

Dated: November 9, 2015


For: Transport Workers Union Local 100


John Samuelson, President

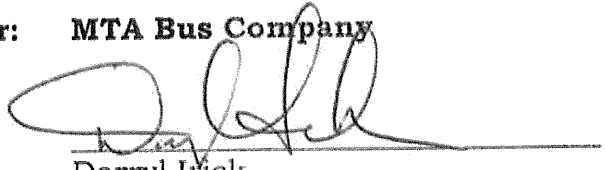

John Day, Vice President


Hector H. Comrie, Division Chairman

For: Metropolitan Transportation Authority


Anita L. Miller, Esq.
Chief Employee Relations and Administrative Officer

For: MTA Bus Company


Darryl Irick
President

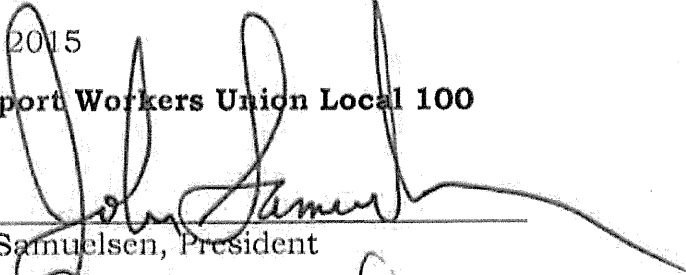
SIDE LETTER AGREEMENT 3

TRANSPORT WORKERS UNION LOCAL 100, AFL-CIO (hereinafter "LOCAL 100" or the "UNION") and the MTA BUS COMPANY (hereinafter "MTA BUS" or the "COMPANY") agree as follows:

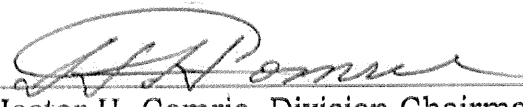
To continue discussions with an intention to identify appropriate means of addressing the MTA Bus members of the MTA DB Plan who have prior frozen service with Liberty Lines pertaining to any increase in benefits which results from the arbitration referenced in paragraph 3, above.

Dated: November 9, 2015

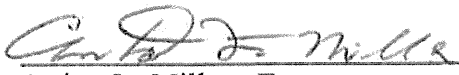
For: Transport Workers Union Local 100


John Samuelson, President

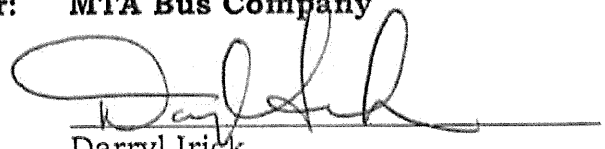

John Day, Vice President


Hector H. Comrie, Division Chairman

For: Metropolitan Transportation Authority


Anita L. Miller, Esq.
Chief Employee Relations and Administrative Officer

For: MTA Bus Company


Darryl Irick
President