

Last fall, John Samuelsen said this contract would be about **putting money in our members' pockets**. He made good on that statement with raises well above 2016's 1.6% rate of inflation; a cash bonus near the end of the contract; boosts to longevity pay and night/weekend differential; an increase in the maintainer bonus; an increase to B/Os on articulated buses; all snow duty at time and a half for Station Cleaners and a big improvement in the sick leave cash-out program. **All of these put money in members' pockets, and it was accomplished without any givebacks.**

Here are answers to some of the most frequent questions about the tentative contract!

What's this 'me too' clause about?

During the term of our contract, if any other bargaining unit negotiating with the TA, OA, MTA Bus (including supervisors) or LIRR wins a higher general wage increase than we did, our contract is reopened to get the higher increase the other union received. **It is unprecedented wage increase insurance.**

Have any other state unions settled contracts recently?

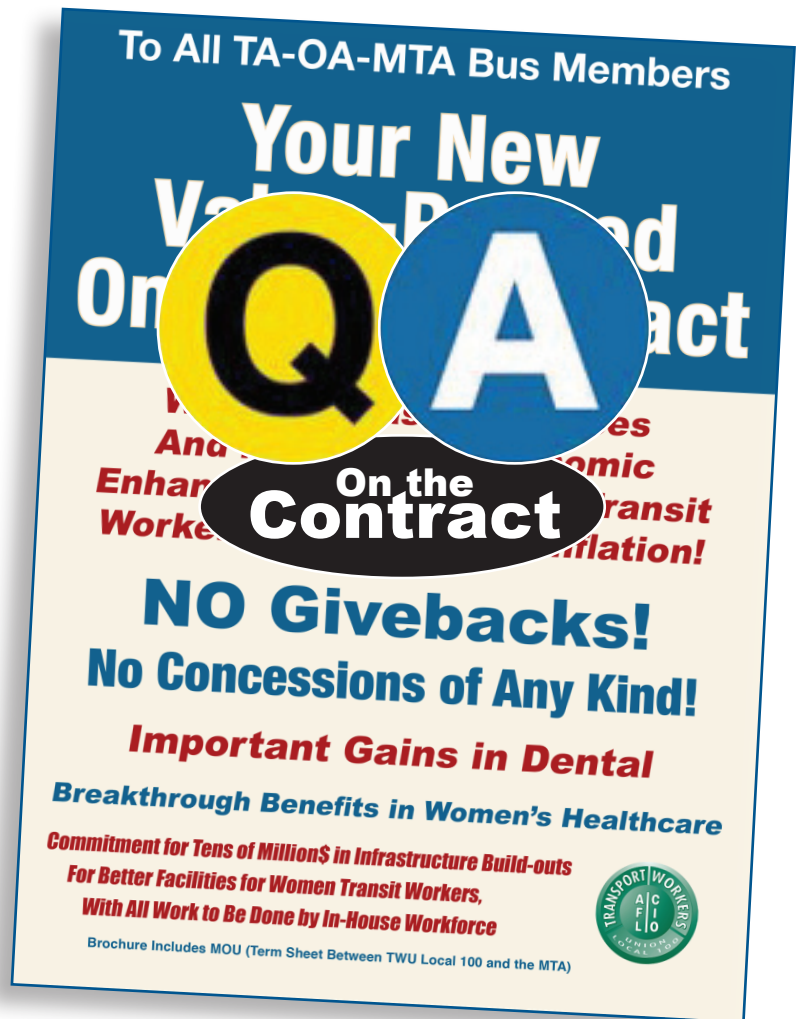
Yes, the Public Employees Federation (PEF) and the NYS Corrections Officers Benevolent Association (NYSCOBA). Both accepted 2% annual wage increases. In NYSCOBA's case, it's 5 years at just 2% a year. Both contracts contain elements of health care concessions.

300% increase in artic pay? Absolutely!

The premium a B/O gets for operating an articulated bus will go from 25 cents/hr to \$1/hr. That's a 300% increase. Whether you say it's a 300% increase, a 75 cents/hr increase, or that B/Os will get a 2.3% raise over their base rate for every hour they're operating an artic bus doesn't really matter. What matters is this is real money in B/Os pockets.

How will the sick leave cash-out program work?

Under the current contract, you have to have at least half of your potential sick leave in order to cash anything out. Most of us don't make it to retirement with half our sick



leave. **In fact, only 1 in 6 members received a cash-out at retirement.** After this contract is ratified, starting May 1, 2017, every member with at least 10 years on the job will receive a check worth at least 50% of their available sick leave when they resign or retire. It doesn't matter how few days you have, if you have any at all, you'll be able to cash them out. **This new benefit brings enormous sums of never before seen money for transit workers.**

For instance, someone retiring with thirty years on the job, and 40% of their potential sick bank, is currently unable to cash out their accumulated sick leave balance.

After the ratification of this contract, that worker (based on \$30.00 an hour) will be able to cash out their leave balance for a whopping \$19,700.

If you have 70% or more of your sick leave, your cash out will still be 60% when you resign or retire. That remains unchanged.

PLUS, anyone using 2 days or less in a year can choose to cash out a few days at the end of the year (up to 6 days, if you didn't use any sick time at all). Finally, the 70/30 program remains intact. You'll still be able to go three days sick without doctor's lines, if you're in the 70th percentile.

Why did the Jan. 15 expiration date get moved?

The expiration date was moved in order to achieve the 2.5% wage increases, win the rest of the substantial



economic sweeteners and significantly upgrade our dental benefits. It's that simple. If we had been willing to accept 2% - without any of the other gains - we could have kept the Jan. 15 expiration.

Anyone who's been around awhile knows that delaying or staggering raises is not uncommon in contracts between the MTA and Local 100. It's not done to fool people. It's done to enable the union to push the base wage rate up as high as possible and come to a settlement package. After the strike in 2005, the final raise took effect 12/16/07 and the contract didn't expire until 13 months later. The first raise in the next contract did not take effect until 4/16/09 - 16 months after the Dec 07 raise. Plus, the 4% annual increases in the first two years of the 2009 agreement were broken up into 2% raises at 6 month intervals. This saved the MTA money, while allowing the union to finish with a 4% annual increase.

By the way, that 4 month delay in the raise in 2009 came with no gain to Local 100 members and at no-cost to the MTA. It was a straight up zero. In this proposed settlement, The MTA is forced to pay \$500 bonus to each member to push the expiration to May.

Will the May expiration hurt us in the future?

Will it make it harder for us to strike? No. Some people might argue that shutting transportation down during the height of the tourist season, or just before the end of the school year, is a potent weapon. Or, if the union feels we can't settle or strike in May, we can delay settlement another six months and use the time to build for a strike in Nov or Dec. The fact is, the biggest obstacle to a transit strike is the Taylor Law and the fines imposed on members and the Local, not the weather. If Local 100's officers and members conclude that a strike is necessary, it will happen.

What about Tier 6?

Pensions are not negotiated in the contract. They are determined by the State Legislature. We made a contract demand that the MTA support our legislation in Albany to begin fixing Tier 6. They refused. Despite that, we will be making a tactical, all out effort in Albany this year to get movement on Tier 6 pension reform. We have hired an experienced political campaign organizer specifically for this purpose. TWU Local will lead the fight back to amend the Tier 6 pension.

What's up with OTO?

In almost every department, members asked to be able to save more OTO time and to be able to carry it over from year to year. We won both. You will be able to save up to 108 hours. You can replenish the time as it's used or cashed out. You can carry it over to the next year. To get these, we agreed to two items on OTO time -- you can cash it out quarterly and you can only use up to 9 days each year. This is not an absolute cap. Different divisions will adopt policies to approve the use of OTO past 9 days. If you could take partial days before, you'll still be able to. If your job pays more than 8 hrs/day, OTO will, too.

What are the improvements for women?

The MTA has been slow to adjust to the fact that large numbers of women are now on the job in titles that were long exclusively male. They have finally agreed to commit real resources to upgrading toilets, locker rooms, swing rooms, etc. They will be hiring at least 100 additional in-house workers to do the construction and renovation required. Facilities will be improved for all workers, but special attention will be paid to providing clean and safe facilities for pregnant members and new mothers. There are also additional health benefit gains addressing issues specifically facing Local 100 women.

Last, but definitely not least - are we getting better shoes and boots?

Yes. Beginning in 2018, the MTA will make a range of better quality boots and shoes available. Instead of getting one manufacturer to produce the boots and shoes as cheaply as possible, they will be going to manufacturers with a reputation for decent quality. Local 100 will be involved in choosing the footwear. The MTA is also looking to go to an online system, where you order the shoes or boots and they are delivered to your home. The details of the program - and the improved choices - are being discussed with the union will be available later this year.

Your TWU Local 100 Executive Board Urges You to . . .



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