



MABSTOA



DIVISION



BUSINESS



A YEAR IN REVIEW

**We have struggled and overcome adversity.
We have fought our adversaries and won.**

To be part of a union is not enough, to have an opinion is not enough, unionism is a way of life to pushback our oppressors. Remember together we make a difference.

COPE AND WHY TO DONATE

by Donald Yates, MABSTOA VP

To do an effective job as unionists we must be involved in politics. Working people know there is a critical link between the bargaining table and the ballot box: ANY organizing victory or progress made on the shop floor means little if local, state, or federal legislators pass laws that threaten our right to unionize. Economic policies that favor corporate CEOs can turn the economy wildly out of balance, and unions remain one of the last lines of defense in protecting the middle class.

Our hard-earned pensions are under fire. We're not big business or a corporation. So how can we get our elected leaders to understand our issues and help protect the jobs and services of hardworking people like us?

TWU COPE (Committee on Political Education) is how we fight back. The COPE fund supports candidates who are supportive of TWU members at all levels of government, regardless of party affiliation. If a candidate by action or intention indicates he or she wants to provide a better life for all transportation



Our political action team with (at left) PAC Director Sharase DeBouse.

industry workers and their families, COPE will help that candidate get into office to do just that.

COPE funds (which are separate and apart from union dues) allow us to dedicate resources to worker-friendly candidates and help get them elected. COPE money is used not only for contributions to candidates, but for also voter registration efforts, lobbying, and get-out-

the-vote efforts.

Funds are also used to introduce and pass legislation that protects TWU Local 100 members and our families. Public Employee collective bargaining rights, job security provisions, working conditions, and benefits are decided in part by elected officials. COPE gives us a voice in that arena.

MABSTOA WINS BIG VICTORY

by Donald Yates, OA Vice Chair

CONTRACT INTERPRETATION GRIEVANCE FORM

Grievance Number: _____ Date Submitted: 12/16/2022

ET-AL

Union: TWU Local 100 Union Representative: Sean Battaglia/Claude Marshall/Donald Yates

Employee: Sean Battaglia Title: Bus Operator Dept: MaBStoa 1 Pass: m36444

Employee's Mailing Address: 525 11th ave, NY NY 10018

Employee Signature: _____ Telephone Number: 212-712-5001 Include area code

Cite Contract Section Number, Written Rule or Resolution of the Authority violated:
MOU 2002 Attachment E Section 2.2C, Section 6.2
Section 6.3.7, Section 6.3.8B, Section 1.3

Statement of Facts, include date(s) of occurrence:
On Friday 12/16/2022 the union received the Spring 23' prints indicating routes being moved from MJQ to MTY (M66), MJQ to MCH (S896C) and also for MCH to house 18 buses in 128 st parking lot temporarily due to the MJQ roof project, which causes a health and safety concern due to lack of security, inclement weather and no use of facilities. Management has also called for a MANHATTAN only borough pick, which violates the members in the Bronx and Brooklyn seniority as well as their seniority power. Management is violating a long standing practice that is protected in the MOU of 2002. When routes are moved from one depot to another and include service changes, members must have the ability to pick a schedule in seniority that is beneficial to their days off, work location and finances. With adding new route into a small depot such as MCH, it will drastically change the seniority and members must be able to pick in or out accordingly throughout the system.

Remedy Sought:
Cancel and delete and make whole in all ways possible including but not limited to a General Pick of the entire system.

APPROVE SECTION MUST BE COMPLETED BY THE UNION PRIOR TO THE UNION REPRESENTATIVE SIGNING A HEARING IS SCHEDULED. GRIEVANCE MUST BE SUBMITTED TO DEPARTMENT HEAD OR DECISION WITHIN 90 DAYS OF OCCURRENCE

COPY OF STEP 1 DECISION TO BE ATTACHED TO THIS FORM

DATE: _____ RECEIVED: _____

RECEIVED BY: _____

Bronx-Manhattan (MaBStoa) Pick
(Pass# M36444; GR# CI-2022-0481; TWU# 58353)

After reviewing the record in the above referenced matter, I issue this

AWARD

1. The Union's grievance is sustained as indicated below:
 - a) A Bronx-Manhattan (MaBStoa) pick shall be conducted in accordance with normal practice;
 - b) If appropriate time limits cannot be followed given the date of implementation of the pick, the Authority shall meet with the Union in an effort to agree upon a revised schedule for conducting the pick.
2. I shall retain jurisdiction in the event a dispute arises as to the implementation of this remedy.
3. A full opinion will be issued within a reasonable period of time.

DATE: Feb 5, 2023
Howard C. Edelman



First Step: identifying the problem.
Second Step: Contract interpretation.
Third Step: We make our case to an impartial arbitrator and won.

Prior to 2002 MaBstoa and TA Surface were considered separate entities. As Bus Operators from either Authority, you couldn't be cross utilized to work in either systems. If you were hired as a MaBstoa Bus Operator, you could only pick work within Manhattan and the Bronx. If you were hired off a Civil Service list as a Bus Operator, you could only work in Brooklyn and the old 126th Street Depot. Queens and Staten Island came through transfers that were requested, and part of another bargaining unit (ATU 1056 and ATU 726). On December 16th 2002 the Union and the MTA negotiated Bus Consolidation.

The language was to remove all impediments to the free movement of equipment and personnel and to standardize all contractual pay and work practices to the TA level, provided however that incumbents of MaBstoa

hired prior to December 16th 2002 shall continue to accrue vacation and holiday pay under the rules in effect as of December 15th 2002. Current MaBstoa Pick practices will be continued. That is the language of attachment E MOU of 2002. Since then, the Transit Authority has been attacking all the pick practices in all the support units of Mabstoa including but not limited to Supply logistics and TPPA Property Protection. The Transit Authority won those battles, which saw those picks standardized to the TA level.

In 2013 the Transit Authority once again attacked the Mabstoa pick practices, this time in Buses. The Transit Authority's focus was the pick teams in Manhattan and the pick cars in the Bronx. The Arbitrator ruled in the Unions favor giving the union the substantive rights to view the pick board, but ruled that the pick teams were the logistical means

Your VP Donald Yates with Division Chairs for Buses Sean Battaglia and Claude Marshall.

of getting to view the pick and not the protected practice. During the Bronx redesign the Authority tried to sneak in the TAsurface rule in section 5.1 to make the pick between the depots impacted.

We went to Arbitration, where the Arbitrator ruled in the Unions favor, but didn't set his decision as a precedent. Management again took this as an opportunity during conversations over the MJQ roof project in 2022 where they pushed for a depot pick only. The union filed a Grievance, and a hearing was ultimately held in Arbitration. On February 5th 2023 Arbitrator Edelman ruled that a Bronx Manhattan (MaBstoa) pick shall be conducted in accordance with normal practice, securing the meaning of continuing MaBstoa pick practices. This was a huge win to right a serious wrong.

CONTRACT NEGOTIATIONS: POST COVID

by Donald Yates, OA Vice President



Contract negotiations began with a presentation by the union that themed around covid and the lives that were lost. During the process of negotiations there were a few sticking points particular to the unions demands that were problematic to the MTA that caused the delay in settlement. On May 31 2023 President Richard Davis announced a settlement and convened the Locals Executive Board.

The Executive Board approved to send the tentative contract with MAJOR Economic and Quality-of-Life Gains to the membership by a vote of 40 yes and 2 no. The pact gives Solid Annual Raises— \$4K in Essential Worker Cash Bonus— Record-Setting 3 months Paid Maternity Leave— NO Increase in Healthcare Costs— Therapy for Children With Autism — and more! Within minutes of the announcement , the misinformation campaign had already begun. President Davis along with other top officers went to all departments to explain the pact.

The big question was surrounded over the enhanced medical benefit and the aetna advantage that was negotiated for our retirees 65 and over. Many were concerned that medicare advantage wouldn't cover many of the items that traditional medicare covered. The truth is the MTA has had this plan since 2011 and has been enhanced in this round of negotiations with programs the city plan doesn't have.

Medicare advantage is a part C plan for Transit which has a contract with the federal government to take care of all of your medicare services. Medicare Advantage has to at minimum cover what medicare covers today. In other words the provider doesn't have to be in network, all that's required is that your doctor participates in medicare. The more that the topic is investigated, then the more the rumors and misinformation gets corrected.



Union leadership and counsel meet with MTA brass to begin contract negotiations early in 2023.

OVERTIME WIN OVER NYCT

NYCT Attempts Resetting Unified Timekeeping System (UTS) to Give New Meaning to Old Contract Language Regarding Premium Pay for Working a Minimum of 3 Days **Defeated by Local 100.**

The Authority made an attempt to reset the UTS and ATS computers to reflect leaves based on contractual language. What they did was take contract language that was existing for well over

20 years and give new meaning that disallowed premium pay for an RDO if you had 3 AVA's 3 OTO's 3 VAD's or 3 Sick days in a particular week. We always understood that the contract language applied to sick, however the TA tried to make it apply to all the other leaves that I just mentioned. We had to file a contract grievance which ended up in arbitration.

The Arbitrator agreed with the union on the past practices of the other leaves including AVA, VAD and OTO and gave us additional language based on the Arbitrators' reasoned decision to include FMLA, union release etc. In other words, we beat our adversary on this important leave issue. When we function as a team, we win! That's exactly what happened with this Arbitration victory over our adversary.



ARBITRATION
AGREEMENT

Every departmental Vice President sat with President Davis to strategize this important win. Members who have been in tune with all the events that led up to the original grievance deserve credit, because they brought the officers the complaint. Shout out to David Nelson from Manhattanville and others.



NEW SWING ROOM ON THE GRAND CONCOURSE

If you worked on the Grand Concourse, then you know how difficult it was to take a comfort or have a decent meal. The only option for a Bus Operator working the BX1 or the BX2 was the spare bus that was utilized as a swing bus. This had been the norm for at least 30+ years. It wasn't that the union wasn't trying to get an area, just that the square footage was never available until now.

On July 27th 2023 we had a ribbon cutting ceremony to seal the moment. The President of TWU Local 100,

your MABSTOA Vice President, the President of NYCT and the Senior Vice President of the Department of Buses participated. However, the moment was for the members of Kingsbridge who operate on the concourse, and their depot union that kept pushing to get this done.

This was a great moment because it's understood that if you have nice clean facilities, the workforce will be more inclined to be happy with the job. Though more work has to be done to find other locations, this is a great start.



FAMILY DAY 2023

Family day for TWU Local 100 was held at the American Dream mall in New Jersey. President Davis wanted to try something different while maintaining the Department's ability to do a tailgate style of barbecuing. The venue was successful as many of our members and their families had a ball. With the hustle and bustle of our work, and the time that we put into our jobs, we are a family away from home. Family day connects everyone and their individual families for a day of fun and unity. We cook, play music, and enjoy each others' company.



KINGBRIDGE BUS DEPOT FAMILY DAY

Kingsbridge Bus Depot held its annual family day by the depot, providing delicious BBQ food. Helpers for the event assisted in homemade dishes and cleanup. The best part of the event was the fun had by the children who enjoyed the fruits of their parents' labor.



MAINTENANCE AND TRANSPORTATION: HOLIDAY PARTIES GLADDEN SPIRIT



TWU SUPPORTS THE BREAST CANCER MARCH IN MANHATTAN & THE BRONX

Marching against Breast Cancer to raise funds and awareness is driven by personal stories. This year, we profiled two of our own in the TWU Bulletin. TWU Local 100 has some tough members. Perhaps none tougher than cancer survivors Tracey Young and Recording Secretary LaTonya Crisp. Both were selected by the union to be honored participants in this year's Making Strides Against Breast Cancer walks in the city: Young at the Oct. 15 event in Central Park, and Crisp at the Oct. 22 fundraiser in the Bronx.



SUPPORTING FAIR FARES: THE RIGHT THING TO DO



On October 5th, I joined advocates for Fair Fares at a rally in Manhattan.

Advocates want to expand eligibility to the half-fare Fair Fares program. (Poor people get a 50% discount on trips). Currently, adult members of a family of four at or below the federal poverty line (household income of \$30,000 a year) are eligible. The proposal is to double it so adults in a family of four with an household income of up to \$60,000 would be eligible for the half-priced bus and subway rides. (Participants pay half the cost while the government subsidizes the other half.)

My comments: The bus and subway system doesn't just provide rides. It provides access. It provides freedom. It provides opportunity. It enables people to go to work – and to seek work beyond their immediate neighborhoods. It provides access to health-

care, education, social services. When we talk about the cost of using the system, we are talking about the price of equity and inclusion.

Fair Fares is a great and effective program. It's not a freebie. It's a helping hand, and that's what good government does. If the city expands eligibility, more working men and women on the lower end of the income scale will ride our buses and trains. They will find it a bit easier to make ends meet and provide for their families. There will be less financial pressure that compels some to jump the turnstile or board a bus without paying, which exposes them to being fined or even arrested. Lives will be improved, as will the MTA's bottom line. TWU Local 100 wholeheartedly supports the Fair Fares program, and supports making it available to more New Yorkers.

FAIR FARES NYC
**RIDE FOR
HALF PRICE**




LOOKING TO THE FUTURE: 2024

LOBBY DAY

by Donald Yates, MABSTOA Vice President

Because we are public sector workers, politics shape many of our union objectives. When funding is needed to fund the MTA, your union plays a part in the lobbying process, because it benefits local 100 members. Though our local is constantly engaged with the politicians, sometimes we have to show our numbers as a threat so they understand what can happen at the ballot box if they don't support our legislation.

We don't always get what's great for the optical view, but we always benefit from something. Tier 6 is a big issue for this union and it is in its 11th year. Tier 4 took 18 years to change. We must stay engaged and chip away at laws we want changed. Lobby day is viewed by critics as a day of photo ops. I would say to those critics that the photos are the proof of our numerical strength and a constant reminder that together we make a difference.



TRANSPORT WORKERS UNION

OF GREATER NEW YORK • AFL-CIO • LOCAL 100

Richard Davis

President

John V. Chiarello

Secretary Treasurer

LaTonya Crisp

Recording Secretary

Lynwood Whitchard

Administrative VP

Civil Service Law

Taylor Law

S5785

An act to amend the civil service law, in relation to unlawful strikes by public employees.

Retirement and Social Security Law

Tier 6 Contribution Rate

Modifies employee contribution rate for Tier 6 members of Transit 25/55 Plan members from 3% to 6% to a flat 2% of wages.

Tier 6 Overtime Cap

Would make the overtime ceiling (\$19,729) inapplicable for Tier 6 Transit Plan Members 25/55.

NYCTA Death Gamble

To increase the in-service death benefit for New York City Transit Authority employees in the 25-Year/Age 55 Retirement Plan in Tiers 4 and 6.

Staffing Levels Law

Prohibition of OPTO Bill

(A) Hyndman
(S) Parker

Would require a conductor on board any New York City passenger subway train with two or more cars operated by the New York City Transit Authority. Current trains impacted by OPTO M.G. Dyre Ave Shuttle, Grand Central Shuttle, Rockaway Park Shuttle.

State Finance Law

Revenue Bill

A2895/S1205

Directs payment of certain internet sales and use taxes into the central business district tolling capital lockbox fund partially dedicated for the MTA to be made without appropriation.

Penal Law

Harassment Bill

A1150
S5917

This bill will increase the safety of MTA employees by creating the new crime of aggravated harassment in the second degree.

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www.twlocal100.org

Bills carried forward in 2023 (pictured) will be updated for action in 2024. Watch our website for details and plan to join us in March.



MABSTOA UNION REPS

		
Donald Yates Vice President	Sean Battaglia Manhattan Division 1 Chairman	Claude Marshall Bronx Division 2 Chairman

			
Tracey Young Manhattanville	Reinaldo Rios Mother Clara Hale	Jean Martelly Tuskegee	Anthony Clarke Michael J Quill

		
Robin Hines Allen Kingsbridge	Howard Davis West Farms	Tom Browne Gunhill

		
Thomas Lenane Maintenance Director	Mike Rehn Maintenance Division	Denise Wellington Career & Salary Representative

NEW TECH ARRIVING AT THE DEPOTS

E-MIRROR PILOT



Our Bus operators have a hard enough job navigating the roads with the likes of bikes, scooters and people on their mobile devices not paying attention to their surroundings. Currently the pilot program is in Michael J. Quill and LaGuardia Depots. The connection to a barrier to protect Bus Operators in their compartments is very much part of this E-mirror consideration.

It is believed that physical assaults and spitting assaults are at unacceptable levels and that this technology, together with the bus partition, will greatly reduce those types of assaults. There's another more obvious reason why the MTA wants the technology: it could

reduce minor accidents that involve existing mirrors, so that they can reduce their insurance costs. While the pilot program is in existence, it is important that bus Operators comment and give their opinions, because no matter what is wanted for cost saving, we must be safe in the process.

New technology has been evolving for quite some time now. The Unions' job is to ask pertinent questions of the developers before it gets to the operators as a pilot program. This E-mirror will help solve the problems associated with glare in the future full enclosure of a partition. To date, there have been complaints that the mirror has a millisecond delay, which is concerning.



COLLISION AVOIDANCE TECHNOLOGY

During a collision avoidance meeting and testing at Zerega safety and training. We tested the accuracy of the system and found that it wasn't working as designed. The system has 3 cameras 1 at the left and 1 at the right rear of the bus, and 1 on the windshield. The system wasn't picking up a body that was in close proximity to the bus. The system is supposed to detect at a range of 52 degrees on either side.

The system needs more work and will be coming to the M42, M14 and MTA Bus in the Bronx for piloting for 120 days. Before that happens, the mentioned issues must be resolved. With any new technology, there will be a piloting period where the operators must write exactly what's going on with the new product. If the product doesn't work exactly as advertised, then it could be problematic for the future. The collision avoidance system is supposed to alert the operator of pedestrians, bikes or scooters within the proximity of its view. As stated above, the technology is supposed to have 52 degrees of angle view while the front camera will detect anything in the front.



RETIREES' MEETING EXPLAINS MEDICARE ADVANTAGE PLANS

With much controversy on this subject, the new enhanced retirees medical plan was clearly explained on October 6th -- with detail and precision. Aetna representatives addressed the rumors and corrected the narrative that's been circulating on social media.

Medicare Advantage has to minimally cover what the federal Medicare program covers. What does that mean, exactly? Retirees who have reached the age of eligibility for Medicare (65 and over) will be covered for care by hospitals such as Sloan Kettering and the Hospital for Special Surgery, which were the two examples used to spread fear to our retirees. If the hospital takes Medicare, then you will be covered.

What is Medicare and how is it administered?

Medicare is federally granted medical insurance for those 65 and over or for those who are disabled. Medicare Part A covers major medical (hospital insurance). Part B covers doctors, specialists, and preventative services, and Part D covers prescription drugs. Part C is Medicare Advantage plans, which we are discussing in this article.

Parts A and B only cover 80% of whatever the schedule says that Medicare pays. Let's say you are charged \$1,000 for a hospital visit. Medicare will only pay \$800 out of the \$1,000. You would be on the hook for the other \$200. That's not Local 100's plan -- that's straight Medicare, or original Medicare. You can purchase what's called medigap insurance, which fills the gap of the 20%, but it costs extra.

Everyone pays for Medicare -- premiums are taken out of your social security checks. In the traditional Medicare plan we used to have, each retiree received a reimbursement of \$277 for these premiums, but they had to apply for it every year. The Medicare Advantage plan covers the Medicare premiums in full.

Many Local 100 members elected to choose Medicare Advantage plans provided through Aetna, which have been in place for decades. For those not choosing an Advantage plan, the MTA/ NYCT picked up the cost of the medigap insurance cost -- and that saved everyone the anxiety associated with buying a separate medigap insurance policy. With the Medicare coverage provided by the Aetna Medicare Advantage plans, which is

private insurance, that problem also goes away. These plans cover what Medicare covers, including Parts A and B, and Part D as well (prescription drugs).

Medicare Part D has a cap which beneficiaries have to meet, which they call the donut hole. Aetna Medicare Advantage pays that cap, as well as providing other things such as silver sneakers and other important benefits. It also provides \$500 each for you and your spouse to cover any incidentals. That's Aetna Medicare Advantage Option 1. The second option, which the Union didn't touch and everybody loves, provides more: \$1,978 each for you and your spouse. There are copays -- but you will never reach the \$3,956 level of the benefit.

Those are the two plans we all have, which have replaced the traditional Medicare option. Medicare is terrific coverage if you don't have anything else -- but it's not what TWU Local 100 is used to. TWU Local 100 members are used to not paying a dime. In the New York City retirees' plan, a beneficiary has to pay 50% of the cost for specialty drugs, while our TWU Local 100 enhanced plan has a cap of \$98 dollars for specialty drugs. In addition -- and the home run for our retirees medical coverage -- is that our new 2023 contract (under attachment A) stipulates that plan benefits will not be a diminishment for Medicare eligible retirees.



k) Consistent with the general increase in benefit costs, the Employer will increase monthly defined contribution for dental benefits by \$2.50 per month per active employee. The Employer shall make a one-time contribution of \$3M for dental reserves.

l) The Union and the Employer agree to avoid 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 geographical 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.

For:
The Union and Employer agree on or before 60 days after ratification to merge the Training and Upgrade Fund, Children's Fund and the Labor Benefits Account, into a newly created combined Trust. The new Trust shall be jointly administered pursuant to a new Trust document which will provide for the same purposes as the predecessor Trusts as well as other lawful purposes to which the parties may agree. The current regular, periodic contributions will be combined and made to the Combined Trust. In addition to any other payments, the Employer will make a one-time contribution of \$3M to the Fund reserves.

MTA Due:
Consistent with the Edelman Award, the Union and the Employer will promptly meet to draft a unified collective bargaining agreement utilizing the College Point contract for all MTA Due deposits. If the parties do not reach agreement within 120 days of the date of this term sheet, all unresolved issues shall be presented to Arbitration Edelman pursuant to this resolved resolution for final resolution.

MTA Capital Plan:
The union acknowledges the historic financial commitment by the State to the MTA in the financing of the 2005-2010 Capital Plan. This Plan is the largest and most

WORKERS' COMP: HOW IT IMPACTS YOU

In the 2017 round of negotiation the union and employer agreed to avail themselves of the provision of the NYS Workers Compensation Law which allows for WC medical visits to be provided by state certified preferred provider organizations(PPO) within state certified insurance carriers. The parties recognize that this transition will require joint Labor-management review to assure necessary geographical 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.

So why wasn't this implemented in 2017? The transit authority sent out an RFP and the union kept disagreeing. (RFP) stands for Request for Proposal then covid hit and the whole process was delayed till now. During the thanksgiving holiday the MTA sent out messages to the membership that the PPO will be effective November 27th 2023. Around the same period of time, the Union Grieved the implementation because of boilerplate language that wasn't consistent with the state rules.

What if I want to use an out of network Doctor?

Use of a CorVel network doctor is mandatory for the first 30 days. After 30 days from initial treatment, employees may opt out of the CorVel networks if they choose. To opt out, employees must notify the MTA, and MTA will then have the right to require a second opinion from a CorVel network medical provider.

What is the PPO program?

The PPO (Preferred Provider Organization) program establishes procedures and protections governing the ability of an insurer/TPA/Self-Insured employer

to direct claimants to seek all medical services from a network of providers. This is in with accordance with Article 10A of the Workers Compensation Law, NYCRR Subpart 325-8 and NYCRR Title 10 Part 732 - these became effective on January 1st, 1997. The claimant is required to utilize the PPO network provider for the first initial visit. A claimant can wait 30 days after the initial visit to the PPO provider in order to opt-out (written notification to employer/carrier). An employer/insurer can seek a second opinion from another PPO provider.

Who Is This Program For?

All employees represented by Local 100

What changes for me?

If you are injured on duty, call the CorVel WC 24/7 NurseConcierge program at 1.800.510.5779 right away. CorVel will help you find high-quality care fast.

WHAT YOU NEED TO KNOW ABOUT CONGESTION PRICING

The MTA board has voted to approve a congestion pricing plan that imposes a \$15 base fare for cars entering Manhattan south of 60th Street — and a four-month public comment period is currently underway. Focusing on the lower half of Manhattan, the plan aims to curb traffic jams, cut emissions and create a more fluid urban landscape. Here's what you need to know. For Transit workers working in the region we were hopeful that there would be some kind of carveout to avoid these taxes on our members reporting to work.

The immediate depot that will be impacted is Michael J. Quill and a RTO reporting location on 34th street. According to reports, International President John Samuelson who was appointed to the Congestion Pricing Panel by Mayor Adams wasn't able to achieve a carveout for Transit workers working in the congestion pricing area. Samuelson recently resigned from the board saying that the MTA didn't meet the moment by adding express bus service prior to the implementation of the tolling which doesn't support the car culture in the outer boroughs. John Samuelson resigned because he's not rubber stamping these unethical changes.



ARRESTS OF ANY TYPE AND ACCIDENTS IN PERSONAL VEHICLES

If you are in an accident in your personal vehicle, you are required under the 19A Law to notify your Bus Depot within 5 working days. Failure to do so will result in a 5 day suspension administered by the depot General Superintendent which is not to be confused with regular discipline, and cannot be used against you for promotions or upgrade reviews.



Arrested

Rule 24 of the of the NYCT rules and regulations require that you notify your divisional authority as soon as you can (Depot). This will include desk appearance tickets. This reporting rule is required whether you are on or off duty. Bus Operators and Maintainers must submit a report to the General Superintendent who will notify Labor Relations of all facts and circumstances. Labor Relations will notify the depot if an employee can remain working depending on what penal code

had been violated according to the NYPD.

The Authority requires that you keep them notified of every court visit including the final disposition of the criminal case within (5) calendar days. This rule applies to all departments of the Authority, however who an employee reports the arrest to may vary by department. Under Article 19A of the NYS Vehicle & Traffic Law S 509-i Bus Operators are required to reports arrests and convictions.

Moving Violations

Bus Operators who possesses a commercial drivers license must notify the Authority if convicted of a moving violation within 5 working days, and within 30 days to the state agency that issued that license. 19A Law and the Federal Motor Carrier Safety Administration 49 CFR 383.31(c).



PARTITION DISPLAY FOR BUS COCKPIT



On 8/31/23 the Union was asked to come to Zerega Safety and training to view a prototype partition that is supposed to achieve a full enclosure. This retrofit accomplishes what the union has been looking for, but needs some adjustment. Stay tuned for more developments!

DOT ADDS 3.1 MILES OF BUS LANES

The Union took part in a ribbon cutting for a 3.1 mile bus lane servicing Gunhill road in the north-east Bronx. It's designed to speed up bus service and enforce the security of the lanes.

I told the media: "The bus lane is a great deal for our customers and our members who operate the bus. Making this successful will require enforcement of the bus lane, otherwise it will cause additional congestion which will be counter-productive to its purpose."

The President of NYCT, Richard Davey and NYCT Senior Vice President for Buses Frank Annicaro were on hand to explain to the press that camera systems on buses will issue summonses to drivers, with a portion of the fine going to the NYCT.



MABSTOA PICK TEAM

The Consolidated Pick commenced with very few incidents thanks to your Union Reps and pick Dispatchers. In the MABSTOA Department, our pick practices are a little different from our brothers and sisters in TA Surface.

Our practices are also backed up with decisions from the contract arbitrator which prevents the DOB from implementing the Brooklyn division style of picking. Before every system pick, there are meetings and mutual agreements made on how the pick will flow, when and how to add slots for new employees who have graduated, vacation slots and where to move premium weeks such as when children are out on winter recess. The only hiccup that occurred was management's attempt to have new members pick who were still in training. The Union put a stop to that and encourages management to allow operators to pick who are restricted for less than 30 days.



KNOW YOUR CONTRACTUAL PAY RIGHTS



Management is always looking for ways to save money. The way the UTS time keeping system is set up, is supposed to be based on the collective bargaining agreement. Understanding what the contract says is paramount to how a member of Local 100 is supposed to be paid.

Members must be very vigilant with even the smallest of matters. Management continues to violate our contract in the most simplest of ways. In MJQ Depot for instance, a member who works the X/L and was assigned a run in advance was taken off the run the following day and given another assignment that paid less than the original assignment.

According to Section 5.1A3 and Section 5.1B4 our member is supposed to get paid the greater of the two runs.

Depot management however was determined not to pay what was due and rob our member of what their contractual rights were. Chairman Anthony Clarke fought and proved the point, which revealed that not only management was trying to stick-

up our member but some Dispatchers play along to find favor with the boss.

As a member don't assume that your contractual rights are being honored. We work for a dishonorable MTA.



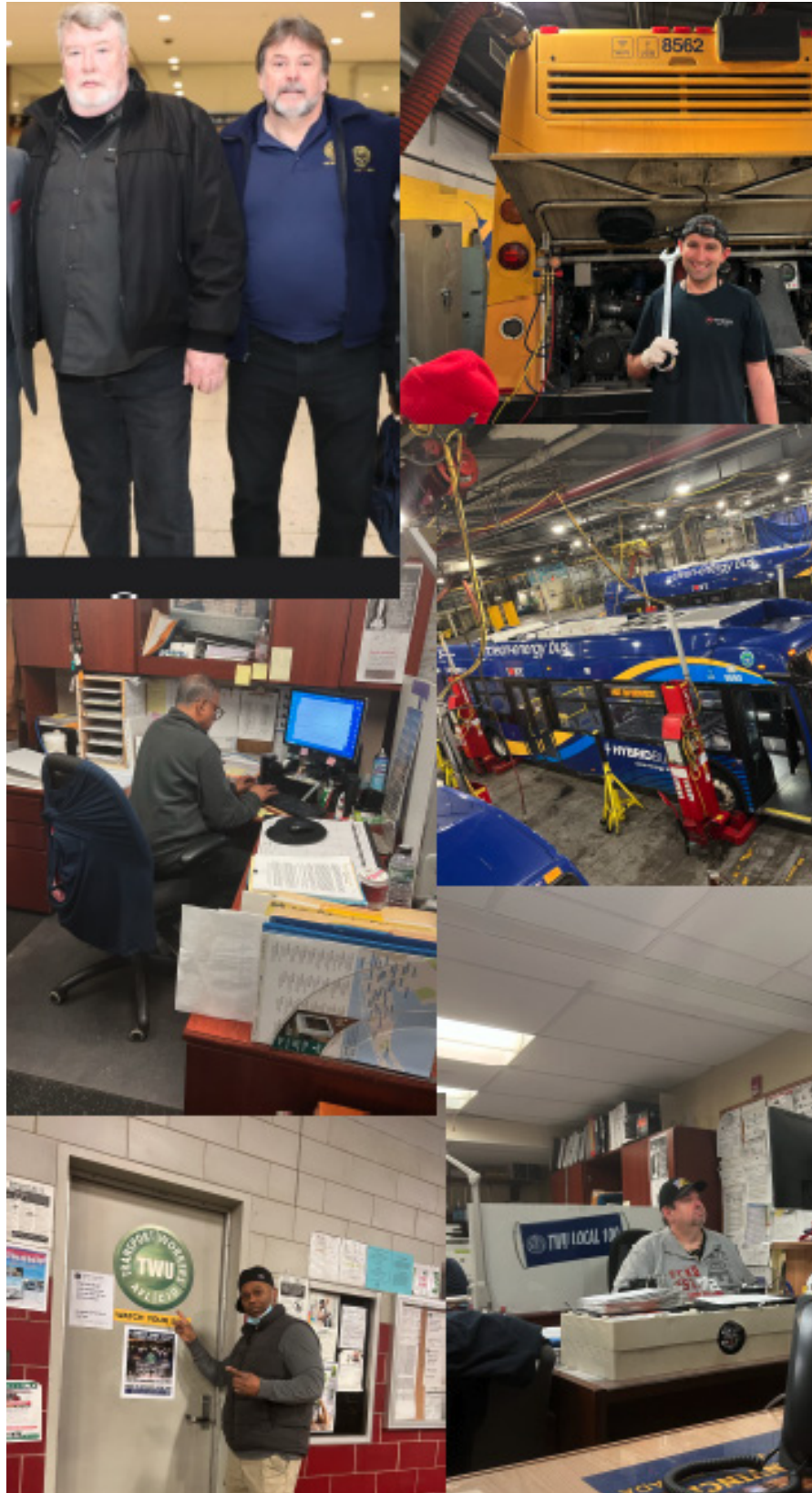
THIS TIME THE BANK ROBBER WAS CAUGHT, BUT WHAT ABOUT NEXT TIME?

MABSTOA MAINTENANCE

With new technology the union is in constant fights to secure work. The Transit Authority always looks to farm out things that our workforce is more than capable of doing. In many of the Transit locations management has created an unsafe environment for our workers. Many of the vendors that come to the depots work under their own rules with little regard to safety. These problems are constantly reported to management with no real solution.

Maintenance is where the technical issues arise. One of the constant debates is over warranty work. Most warranties last for 5 years while the powertrain warranties last a bit longer. Our members should be shadowing the vendors as a training mechanism, but management always finds other things for our members to do. Eventually, Management will see the longterm benefit but till then expect self inflicted problems.

The Agency in recent years has only looked at maintenance problems through the lens of cost savings. That's not a good way to maintain a fleet. Management refuses to put our men and women to work on overtime to fix the problems, but instead tries to extract concessions from the Union. How do mechanical issues get fixed? Simply put they don't until there's a crisis. Until management takes these issue seriously, you will have all kinds of mechanical issues and a deteriorating fleet.





TWU Member Services

*We're moving in early
2024 right behind
the Union Hall*



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