

MTA Bus Supervisors
Tentative Contract
Agreement

Signed September 15, 2014

MEMORANDUM OF UNDERSTANDING

AGREEMENT made between the MTA BUS COMPANY (hereinafter referred to as "MTA BUS") and the TRANSPORT WORKERS UNION, Local 106, AFL-CIO (hereinafter referred to as the "Union").

It is mutually agreed that the collective bargaining agreements between MTA Bus and the Union shall be amended as follows:

1. TERM

This agreement shall continue in effect through June 7, 2013. This agreement is subject to ratification by the MTA Board and the Union.

2. GENERAL WAGE INCREASES

A. The wage rates for supervisory employees represented by the Union who were formerly represented by the Transport Workers Union, Local 100 (TWU Local 100) in the title of Dispatcher shall be increased as follows:

- (1) Effective November 1, 2006, the rates of pay that were in effect on October 31, 2006 shall be increased by three (3%) percent.
- (2) Effective December 1, 2007, the rates of pay that were in effect on November 30, 2007 shall be increased by four (4%) percent.
- (3) Effective December 21, 2008, the rates of pay that were in effect on December 20, 2008 shall be increased by three and a half (3.5%) percent.

B. The wage rates for all supervisory employees represented by the Union, except as otherwise set forth in Paragraphs 7 and 8 below, shall be increased as follows:

- (1) Effective May 1, 2010, the rates of pay shall be increased by two (2%) percent.
- (2) Effective December 1, 2010, the rates of pay shall be increased by two (2%) percent.
- (3) Effective July 1, 2011, the rates of pay shall be increased by two (2%) percent.

- (4) Effective February 1, 2012, the rates of pay shall be increased by two (2%) percent.
- (5) Effective June 8, 2012, the rates of pay shall be increased by three (3%) percent.
- (6) The May 1, 2010 and December 1, 2010 increases are each to be calculated on the rate in effect April 30, 2010. The July 1, 2011, February 1, 2012 and June 8, 2012 increases are each to be calculated on the rate in effect June 30, 2011.
- (7) Supervisors whose current hourly rate of pay is greater than the June 7, 2013 top rate of pay for their applicable title set forth in Section 3 below shall be red circled and will not be eligible for the general wage increases set forth in this Section. For the purpose of this paragraph, red circled shall mean that an employee's rate of pay is frozen until such time that the top rate of pay for the employee's applicable title reaches the employee's rate of pay. Thereafter, a red circled employee shall be eligible for future general wage increases.
- (8) Supervisors whose current hourly rate of pay is less than the June 7, 2013 top rate of pay for their applicable title set forth in Section 3 below but who would exceed such top rate of pay prior to the end of the contract term if awarded all rate increases set forth on Paragraphs 1 through 5 of this Section shall be eligible for the general wage increases set forth in this Section until such time that they reach the top rate of pay set forth in Section 3. Once an employee reaches the top rate of pay, the employee's rate of pay shall be frozen for the duration of this contract period, and the employee will not be eligible for the remaining general wages increase set forth in this Section.

3. TITLE CONSOLIDATION, ADDITIONAL WAGE ENHANCEMENTS AND WAGE PROGRESSIONS

- A. Effective June 7, 2013, all current titles in the Transportation Department shall be consolidated into the one title of Dispatcher. The top rate of pay for the Dispatcher title shall be \$37.2273.
- B. Effective June 7, 2013, the top rate of pay for the title of Bus Maintenance Supervisor shall be \$38.5975.

- C. Effective June 7, 2013, the top rate of pay for the title of Supervisor Storeroom Operations shall be \$38.2578.
- D. Effective June 7, 2013, the title of Security Equipment Supervisor shall become Revenue Equipment Supervisor. The top rate of pay for the title of Revenue Equipment Supervisor shall be \$39.4698.
- E. Effective June 7, 2013, the top rate of pay for the title of Facilities Supervisor shall be \$38.5975.
- F. Effective June 7, 2013, there shall be a wage progression for all titles based on service in title. The wage progression shall be:

First 18 Months – 90% of top rate of pay
19 -36 Months – 95% of top rate of pay
After 36 Months – Top rate of pay

Employees promoted/hired into a supervisory title within the three (3) year period prior to the date of full and final ratification of this agreement shall be placed into the new wage progression consistent with their years/months of service as a supervisor.

Example: The date of full and final ratification is October 1, 2014 (note: this is a sample date and not the actual date of full and final ratification). If an employee was promoted/hired to a supervisory title on October 1, 2013, the employee would be placed in the first step in the wage progression and shall be considered to have 12 months of service at that step. Therefore, the employee would serve an additional 6 months at the first step in the wage progression and would be increased to the second step of the wage progression effective April 1, 2015.

Employees appointed to a title within the bargaining unit shall receive service credit for wage progression purposes for previous service in another title within the bargaining unit, provided there is no break in supervisory service.

4. LUMP SUM PAYMENT

- A. Supervisors not eligible for general wage increases pursuant to Section 2, Paragraph 7 above shall be eligible for a one time, non-recurring and non-pensionable lump sum payment. In order to be eligible for the lump sum payment, the employee must have been on the payroll on May 1, 2010. For each period of general wage increase commencing with the May 1, 2010 general wage increase, the lump sum payment shall be calculated as follows (formula applies to all applicable employees regardless of title):

(Former TWU Dispatcher Rate with GWI Increase – Former Dispatcher Rate as of 4/30/10) * 2088

2088 represents the number of hours in a year and shall be pro-rated for GWI periods of less than 12 months.

Sample Calculation (rates are for example only and do not represent the actual rates of pay):

Dispatcher rate of pay is \$25.00 per hour as of 4/30/10. A 2% general wage increase is effective from May 1, 2010 through November 30, 2010. The new Dispatcher rate of pay after GWI is \$25.50. The lump sum for that period is calculated as follows:

$$(\$25.50 - \$25.00) * 1044 = \$522$$

On 12/1/10 there is an additional 2% increase through 6/30/11. The new Dispatcher rate of pay is \$26.01. The lump sum for that period is calculated as follows:

$$(\$26.01 - \$25.00) * 1218 = \$1230.18$$

- B. Supervisors who are eligible for some but not all general wage increases pursuant to Section 2, Paragraph 8 above shall be eligible for the one time, non-recurring and non-pensionable lump sum payment for the periods of GWI for which they are not eligible. The lump sum payment shall be calculated in accordance with Paragraph A above and shall commence with the first full period for which the employee was not eligible for a general wage increase.
- C. For employee's hired before May 1, 2010 who have retired or who have been injured on duty, the lump sum payments set forth in Paragraphs A and B above shall be pro-rated based on time on the payroll.

5. HEALTH AND WELFARE BENEFITS

A. Medical and Prescription Drug Coverage

Employees hired or promoted into a supervisory title subsequent to full and final ratification of this agreement shall receive the MTA Bus TWU Local 100 medical and prescription drug benefit package, as amended, for the first ten (10) years worked as a supervisor.

Upon the completion of ten (10) years of service as a supervisor, an employee shall have sixty (60) days to make a one time election to receive medical and prescription drug benefits through the New York State Health Insurance Program (NYSHIP), or any successor benefit package, under the same terms and conditions that apply to

managerial employees at MTA Bus. Supervisors that do not elect to join NYSHIP shall retain the MTA Bus TWU Local 100 medical and prescription drug benefit package for the remainder of their tenure in a represented supervisory title.

An employee who retires while enrolled in the MTA Bus TWU Local 100 medical and prescription drug program shall receive the retiree benefits provided under that program. An employee who retires while enrolled in NYSHIP shall receive the retiree benefits provided under NYSHIP, except that where an employee retires prior to the completion of one (1) continuous year in NYSHIP, that employee will receive the MTA Bus TWU Local 100 medical and prescription drug retiree benefit package. The one (1) year service requirement shall be waived for employees who opt into NYSHIP pursuant to Paragraph (D) (3) below.

The MTA Bus TWU Local 100 medical and prescription drug benefit package for supervisors represented by the Union shall include lifetime surviving spousal benefits.

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.

The lump sum incentive payment shall be as follows: 1) individual medical coverage - \$550.00; 2) family medical coverage - \$1,100.00; and, 3) if 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 he/she re-enrolls. The lump sum incentive shall be received at the end of the plan year.

B. Employee Contribution

Effective November 1, 2006, active employees who are enrolled in the MTA Bus TWU Local 100 medical and prescription drug benefit package or who opt-out of medical and prescription drug coverage will contribute 1.5% of their bi-weekly gross wages. Employees who are enrolled in NYSHIP shall make employee contributions under the same terms and conditions that apply to managerial employees at MTA Bus. All contributions shall be on a pre-tax basis.

C. Dental and Vision Coverage

Employees hired or promoted into a supervisory title subsequent to full and final ratification of this agreement shall receive the New York City Transit TSO, Local 106 dental and vision benefit packages in effect as of full and final ratification.

Changes negotiated by New York City Transit TSO, Local 106 subsequent to ratification of this agreement shall not automatically apply to this collective bargaining unit.

D. Incumbents as of Full and Final Ratification – Incumbents as of full and final ratification shall remain in their current health and welfare plans through 2014. Effective January 1, 2015, the following shall apply:

- (1) Incumbent supervisors with five (5) years or more of service as a supervisor as of December 31, 2014 and who are currently enrolled in NYSHIP can elect to remain in NYSHIP and continue to receive the managerial dental and vision benefit packages that they are currently receiving. Such employees shall also have the option to opt into the MTA Bus TWU Local 100 medical and prescription drug benefit package and the New York City Transit TSO, Local 106 dental and vision benefit packages. Health contributions shall be as set forth in Paragraph A above.
- (2) Incumbent supervisors with less than (5) years of service as a supervisor as of December 31, 2014 and who are currently enrolled in NYSHIP shall receive the MTA Bus TWU Local 100 medical and prescription drug benefit package and the New York City Transit TSO, Local 106 dental and vision benefit packages. Upon reaching ten (10) years of service, such employees may make a one time election back into NYSHIP in accordance with Paragraph A above; however, they will retain the New York City Transit TSO, Local 106 dental and vision benefit packages. Health contributions shall be as set forth in Paragraph A above.
- (3) Incumbent supervisors with ten (10) years or more of service as a supervisor as of December 31, 2014 and who are currently enrolled in the MTA Bus TWU Local 100 medical, prescription drug, dental and vision benefit packages shall have a one time election to receive medical and prescription drug benefits through the New York State Health Insurance Program (NYSHIP) and the managerial dental and vision benefit packages. Employees who do not opt into NYSHIP shall continue to receive the MTA Bus TWU Local 100 medical and prescription drug packages and will receive the New York City Transit TSO, Local 106 dental and vision benefit packages. Health contributions shall be as set forth in Paragraph A above.
- (4) Incumbent supervisors with less than ten (10) years of service as a supervisor as of December 31, 2014 and who are currently enrolled in the MTA Bus TWU Local 100 medical, prescription drug, dental and vision benefit packages shall remain in the MTA Bus TWU Local 100 medical and prescription drug packages and shall receive the New York City Transit TSO, Local 106 dental and vision benefit packages. Upon completion of ten (10) years of service as a supervisor, such employees may elect NYSHIP in

accordance with the terms of Paragraph A above. Health contributions shall be as set forth in Paragraph A above.

- E. The parties agree to work together to ensure a smooth transition from the present health and welfare plans to the new plans.

6. LIFE INSURANCE and AD&D Insurance

- A. The Company shall provide basic life insurance coverage of \$25,000 for active employees and \$10,000 for retirees, at no cost to the member.
- B. Employees shall have the option to purchase additional life insurance coverage under the same terms and conditions applicable to non-represented employees of the Company.
- C. The Company shall provide accidental death and dismemberment insurance coverage of \$100,000, at no cost to the member.

7. PENSION

- A. The following provisions shall be applicable to supervisory employees and retirees currently participating in Articles 14, 15, 16, 17 and 19 of the MTA Defined Benefit Pension Plan and new hires subsequent to full and final ratification:

Effective January 1, 2014, the pension for supervisory employees and for retirees who retired from MTA Bus employment on or after December 22, 2008, shall be calculated at \$105 per month per year of service, with a normal retirement of age 57 with 20 years of service or age 65 with 5 years of service. Employees shall make a contribution to the Pension Plan towards the cost of pension benefits, and the contribution shall be \$29.06 per week. The program for pension benefits for employees represented by the Union shall be that contained in Article 14 of the MTA Defined Benefit Pension Plan (the Article defining the benefits for Yonkers Depot employees). Any new rules necessary to effectuate the new collective bargaining agreement will be incorporated into Article 14.

- B. Supervisory employees and retirees currently participating in Article 18 of the MTA Defined Benefit Pension Plan shall continue to participate in such Plan under the same terms and conditions set forth in the Plan.
- C. Supervisory employees and retirees currently participating in Article 13 of the MTA Defined Benefit Pension Plan shall continue to participate in such Plan under the same terms and conditions set forth in the Plan.

- D. Supervisory employees that are not currently participating in a pension plan and who are currently enrolled in the MTA's 401k Plan and receiving employer contributions to the plan will be given the option to join the amended Article 14 Pension Plan set forth in Paragraph A above, prospectively. Employees that elect to join Article 14 will receive service credit for prior service for vesting purposes only. All employer contributions to the 401k Plan shall cease upon enrollment into Article 14. Employees that elect not to join Article 14 will continue to receive employer contributions to the 401k Plan under the same terms currently in effect for such employees.

8. LONGEVITY PAY

There shall be no longevity pay, except that incumbent supervisors who are currently receiving longevity pay shall continue to receive longevity payments under the same years of service/bonus payment schedule currently in effect. Longevity payments shall be paid in a lump sum during the month of December of each year. The last bi-weekly longevity payment shall be the last pay check in October 2014. Thereafter, the longevity year shall be November 1 through October 31, with the first lump sum payment being made in December 2015. The longevity payment shall be pro-rated based on time spent in a pay status during the longevity year.

9. WORKING CONDITIONS


The working conditions for supervisory employees represented by the union are attached hereto as Appendix A.

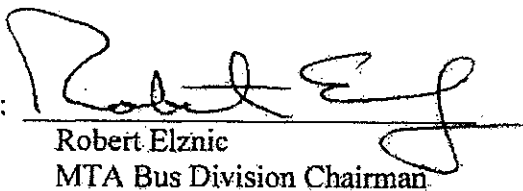
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVODING ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL. IT IS FURTHER AGREED THAT THE PARTIES WILL JOINTLY SEEK SUCH APPROVAL WHERE REQUIRED.

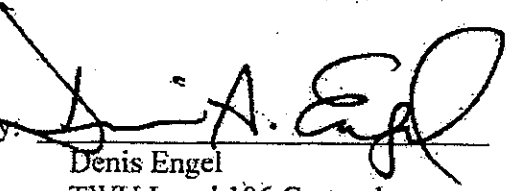
IN WITNESS WHEREOF, the parties have set their hands and seals as of the 15th day of September, 2014.

New York, New York

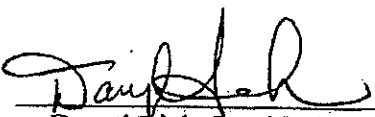
TRANSPORT WORKERS UNION,
LOCAL 106, AFL-CIO

By: 
Vincent Modafferi, President

By: 
Robert Elznic
MTA Bus Division Chairman

By: 
Denis Engel
TWU Local 106 Counsel

METROPOLITAN TRANSPORTATION
AUTHORITY BUS COMPANY

By: 
Darryl Trick, President

By: 
David Franceschini
Sr. Director, Collective Bargaining

APPENDIX A

AGREEMENT made as of September 15, 2014 by and between the MTA Bus Company (hereinafter the Company) and the Transport Workers Union Local 106 – Transit Supervisors Organization (hereinafter the Union), an employee organization representing certain supervisory employees in the employ of the Company; and,

Whereas, the Company, by Notice of Voluntary Recognition effective December 22, 2008, recognized the Union as the exclusive organization to represent supervisory employees in the titles of Dispatcher, Inspector, Chief Dispatcher, Chief Inspector, Starter, Transportation Supervisor, Bus Maintenance Supervisor, and Supervisor of Storeroom Operations at all MTA Bus locations excluding employees in the title of Dispatcher at JFK and Far Rockaway Depots; and,

Whereas, the Company, by Notice of Voluntary Recognition effective June 8, 2012, recognized the Union as the exclusive organization to represent supervisory employees in the titles of Security Equipment Supervisor and Facilities Supervisor; and,

Whereas, pursuant to the agreement of the parties, as 19A instructors (currently represented by TWU Local 100) vacate the position for any reason, the work being performed by those employees will be performed by Dispatchers represented by the Union, consistent with the agreement between the Company and TWU Local 100; and,

Whereas, the Company has made certain proposals with respect to the questions of salary scales and working conditions as affecting supervisory employees whom the Union represents, which proposals have been submitted to and approved by the membership of the Union, and the parties desire to incorporate these proposals into a written agreement;

Now, therefore, in consideration of the premises and the mutual covenants herein contained, the parties to this Agreement do hereby agree as follows:

Article 1 RECOGNITION AND UNION SECURITY

A. The Company recognizes the Union as the exclusive organization to represent supervisory employees in the titles of Dispatcher, Bus Maintenance Supervisor, Supervisor of Storeroom Operations, Plant and Facilities Supervisor and Revenue Equipment Supervisor at all MTA Bus locations excluding employees in the title of Dispatcher at JFK and Far Rockaway Depots. Further, as TWU Local 100 represented 19A instructors attrit consistent with the agreement between the Company and TWU Local 100, the work being performed by those employees will be performed by Dispatchers represented by the Union.

B. The Company will deduct from the wages of each employee to whom this agreement applies and transmit to the Financial Secretary Treasurer of the Union each month the regular bi-weekly dues payable by such employee as from time to time certified by the President and Secretary-Treasurer of the Union, as provided for in the duly adopted Constitution and By-Laws of the Union. Provided, however, that such deductions will only be made with respect to such

employees covered by this Agreement for whom the Union has furnished the Company with authorizations signed by such employees consenting to the deduction of the aforesaid dues from their wages.

In the same manner, the Company will deduct from employees and transmit to the Financial Secretary of the Union COPE contributions which employees may elect to make.

C. 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.

The sum of the agency shop fees deducted in any bi-weekly period shall be transmitted by the Company to the Financial Secretary Treasurer of the Union at the same time and subject to the same deduction of costs as are the Union dues deducted for such week.

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 so notify the Company immediately and no agency shop fee shall be deducted from the wages 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. It is expressly agreed that in the event such procedure is disestablished, then this Agreement, insofar as it relates to agency shop fee deductions, shall become null and void, to the extent it is in violation of law.

The Union shall assume the defense of, and hold MTA Bus 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 of the Union to comply with the provisions hereof.

D. The Union shall pay MTA Bus the actual monthly cost of making such deductions, which shall not exceed five (\$0.05) cents per deduction per employee.

Article 2 MTA BUS COMPANY RIGHTS

Without limitation upon the exercise of any of its statutory powers or responsibilities, the Company shall have the right to exercise all normally accepted management prerogatives, including the right to fix operating and work schedules, impose layoffs, determine work loads, arrange transfers, order new work assignments and issue any other directive intended to carry out its managerial responsibility to operate the omnibus routes safely, efficiently, and economically.

The Union fully accepts the Company's basic right to manage the omnibus properties and to exercise the management prerogatives stated in this Article, and the law governing the Company, and agrees to cooperate with the MTA Bus Company in a joint effort to place and keep the omnibus system on a safe, efficient, economical operating basis. The Company recognizes that in the exercise of its rights and prerogatives to manage the omnibus properties, as set forth in this Article, it will preserve the rights of the employees and/or their representatives through the legal and orderly processes provided for herein.

Article 3 NO STRIKE CLAUSE

During the term of this Agreement there shall be no strike, sit-down, slow-down, stoppage of work, or willful abstinence from work, in whole or in part, from the full, faithful and proper performance of the duties of the employees, authorized or sanctioned by the Union.

Article 4 JOB SECURITY

The parties will make every effort to avoid involuntary reductions in force. These efforts will include reassignments and other movements of personnel where applicable. If such reductions are nonetheless necessary, the provisions of the contract shall apply.

Article 5 Reserved For Wages

Article 6 HOURS OF WORK

- A. The working time of regularly assigned employees shall be scheduled and prescribed by their superiors, but the regularly scheduled hours of work for any employee shall not exceed forty (40) hours per week or eight (8) hours in any one day.
- B. At least two (2) consecutive days' rest during each calendar week shall be allowed to each employee, except in emergencies or when service requirements prevent it.
- C. At least eight (8) non-working hours shall elapse between work days.
- D. Notwithstanding the establishment herein of a regular work week and regular work day, employees covered herein shall work either before or after their regular work day or on a holiday or on their regular days off when directed or assigned to do so.

Article 7 OVERTIME

- A. An employee must work in excess of forty (40) hours in a week to be eligible to receive overtime payment. Overtime payments will be paid at the rate of time and one-half at his/her regular rate of pay for such excess service or overtime. Absences charged to paid or unpaid sick leave in the same work week shall not count towards the forty (40) straight time hours worked for the purposes of overtime pay in that work week.

B. The parties shall jointly undertake reasonable efforts to identify projected overtime requirements and qualified volunteers who are willing to perform such overtime work. They will also undertake reasonable efforts to identify, from time to time, those employees who are unable to work overtime, except in the case of emergency, for good and sufficient personal reasons. Employees who are unable to work overtime will not normally be required to perform overtime work. Preference will be given to qualified employees who volunteer for overtime work.

C. If at any time the joint voluntary efforts of the parties, pursuant to paragraph (b) above, fail to yield sufficient qualified volunteers for overtime work in a job title within a work unit in a responsibility center, the head of such responsibility center shall have the option to cancel the work or assign the work to qualified employees on the basis of inverse seniority, not including those employees generally unable to work overtime pursuant to paragraph (b) above.

D. Work required in excess of regularly scheduled hours will be spread fairly among the qualified employees in the area where the work is required.

Article 8 ALLOWANCE FOR WORK ON SCHEDULED DAY OFF

A. For an employee to be eligible for pay at time and a half for working on his/her regular day off, the employee must work at least 40 hours during the week in which he/she also worked on his/her regular days off. Absences charged to paid or unpaid sick leave in the same work week shall not count towards the forty (40) straight time hours worked for the purpose of overtime pay.

B. Absent an emergency, an employee required to work on his/her regular day off (RDO) shall be given a minimum of eight (8) hours work.

Article 9 EXPRESSION OF PREFERENCE FOR ASSIGNMENT

A. The Company shall have the right to assign employees represented by the Union. Employees represented by the Union will have the right to express preferences by seniority regarding work assignments, hours of work, location, and regular days off (RDO), but such expressed preferences shall not be binding on the Company in any way.

B. There will be at least one general preference per year in all locations (Transportation and Maintenance). The Company may, at its discretion, conduct up to four location preferences per year at all locations (Transportation and Maintenance).

C. When a new schedule is prepared, a copy thereof shall be given to the MTA Bus Union Chairperson or delivered to the Union office if the Chairperson is not available as soon as possible, and in no event less than fifteen (15) days prior to the date set forth on the schedule as the date on which it will be posted for the commencement of the preference. All new work schedules will include work assignments, hours of work, location, and regular days off (RDO). Positions which are as-assigned, extra list or vacation relief will be listed on the preference. The date of posting shall be determined by the Company. The Company shall also determine and set forth on the schedule the date upon which the new schedule shall become effective. The

preference shall commence not less than five (5) days after the schedule is posted. An employee who for any reason fails to exercise his/her ability to preference will be assigned by management.

Within the departmental work locations, employees shall have the right to pick vacation schedules on the basis of Union seniority, consistent with the needs of service.

Article 10 RESUME JOB PROCEDURES

Bid procedures for resume jobs shall be in accordance with the following procedures:

- A. It is the sole prerogative of management to set qualifications and requirements for any resume job.
- B. The notice providing application instructions will specify all qualifications and requirements, e.g. minimum length of service, attendance record, etc.
- C. Copies of all notices will be mailed to the Union.
- D. The Company will determine which applicants are qualified by review of records or interview. The Company's determination as to qualification for a resume job is not subject to review under the grievance procedure. The Union may, however, request that the Company's determination be reviewed by the appropriate vice president or division head.
- E. A representative of the union will be invited to attend interviews held for the resume position as an observer. However, the Union's failure to attend the interviews at the time and place designated by the Company will not delay the Interview process.
- F. The Company will prepare a list of qualified applicants in seniority order and provide a copy of this list to the Union at least 10 working days prior to assigning personnel to vacancies, during which time the Union shall be afforded an opportunity to review and discuss the matter with management.
- G. Seniority is not a determining factor in filling resume positions except in situations where applicants are equally qualified for a position, as determined by the Company. In such instance, the Company will offer the position to the employee with the greater seniority.
- H. Assignment to such position will be with the understanding that all employees are subject to a six month probationary period and will be expected to continue to fill, at the Company's discretion, such position for a minimum of 2 years.
- I. Acknowledgment letters will be sent to applicants.

Article 11 PROBATIONARY PERIOD

Notwithstanding the foregoing, there shall be a probationary period of one (1) year from the beginning of employment in the title covered by the union during which time the Company may discharge a Probationary Employee. The Company, with the cooperation of the Union, will develop an evaluation process for probationary employees that will include routine intervals to inform Probationary Employees of their performance. The Probationary Period may be extended for a period of six (6) months by mutual consent. Probationary Employees who are promoted from a lower title with the Company, who voluntarily resign from the supervisory position within one year, shall be returned to their former positions, with full Company seniority rights. Union seniority rights are subject to the seniority rules of the applicable hourly union.

There will be a three step review process: the first review should occur at or about 90 days, the second at or about 180 days, and the third, at or about 270 Days. If the probationary performance is unsatisfactory, he/she will be counseled by his/her manager or designees or the department head or designee where applicable in the presence of the employee's union representative. The counseling will be notated on a review form.

Nothing in this section will preclude the Company from terminating an employee's probation at any time during the probationary period.

Article 12 REDUCTION IN FORCE

A. In the event of a reduction of positions or an excess of incumbents within a title covered by this Agreement, excess employees shall be laid-off, furloughed or demoted in inverse seniority ordered based upon length of service in such title. This reduction will take place after probationary employees are returned to their former title.

B. Such affected employees shall hold preferential rights to recall in order of their seniority with the last employee laid off, furloughed or demoted being given first preference to be recalled or re-promoted. Such rights will terminate fifteen days after notice by registered mail of the Company's intention to recall an employee is sent to the employee.

C. The Company will make reasonable efforts to offer employment to any such affected employee, who is in good standing, to an available, budgeted, hourly position for which the affected employee is qualified.

Article 13 SECURITY FOR PROMOTIONS TO MANAGERIAL TITLES

The Company will make a good faith effort to provide notice to the Union of a promotion of a represented employee to a position outside the bargaining unit or the return of an employee from a managerial title to the bargaining unit within fifteen (15) days of promotion or return to the bargaining unit.

- a) The Union agrees that a promotee, if returned to his/her former union title within six (6) months after the effective date of the promotion will be returned with the preference status he/she held prior to such promotion at the next annual preference.
- b) Pending the next annual preference, the Company will make a good faith effort to return the employee to his/her former work location.
- c) The employee will retain the same rate of pay he/she had prior to being promoted.

If a promotee is returned to his/her former union title after six (6) months from the effective date of the promotion he/she will permanently lose their previous preference status.

Article 14 SENIORITY UPON DEMOTION/REASSIGNMENT WITHIN BARGAINING UNIT

Any member who has accepted a position as a result of a competitive examination and or a vacancy notice within the bargaining unit and within one (1) year from the date of the new assignment is demoted, or is voluntarily restored, to his/her former title which is represented by the TSO:

- a) He/she shall have the same preference status in the title which he/she held at the time of re-assignment at the next annual preference.
- b) Pending the next annual preference, the Company will make a good faith effort to return the employee to his/her former work location.
- c) The employee will retain the same rate of pay in which he/she would be receiving had his/her services in that title been uninterrupted by such promotion.

Any member who has accepted a position as a result of a competitive examination and or a vacancy notice within the bargaining unit and after one (1) year from the date of the new assignment is demoted, or is voluntarily restored, to his/her former title which is represented by the TSO:

- a) He/she will permanently lose their previous preference status.
- b) In the event of a reduction in force the above shall not apply where a supervisor previously served in another title within the bargaining unit. In such circumstances the following shall apply.
 - i. The affected supervisor(s) shall have the right to return to his/her previous supervisory title and shall have the right to bump the bargaining unit supervisor(s) with the least seniority in that title.
 - ii. The supervisor(s) returning to his/her previous supervisory title under this provision shall have the least seniority of the supervisors in such title at the time of his/her return to that position.

- iii. Such affected employees shall hold preferential rights to recall to the title from which they were furloughed/laid off in order of their seniority within that title. Such rights will terminate fifteen days after notice is issued to an employee of the Company's intention to recall the employee. Notice shall be given via registered mail.
- iv. If after one year such supervisor is not recalled to the title from which he/she was furloughed/laid off, at the next annual preference, such supervisor's original supervisory seniority within his/her original title will be reinstated. However, this does not apply to a supervisor who was offered reinstatement under Paragraph (b)(iii) above and refused such reinstatement.

Article 15 DISCIPLINARY PROCEDURES

A. A disciplinary grievance is hereby defined to be a complaint on the part of any covered employee that there has been a violation of the employee's contractual rights with respect to a disciplinary action of a warning, reprimand, suspension, demotion and /or dismissal except that a "disciplinary grievance" shall not include the removal or other discipline of a probationary employee.

The disciplinary procedure and the rights set forth herein shall be in lieu of any other disciplinary procedure and rights that may have previously applied to an employee represented by the Union. These procedures and rights shall not apply to probationary employees.

It is understood that the right to discharge or discipline employees for cause and to maintain discipline and efficiency of employees is the responsibility of the Company. The Company shall be guided by the principle of progressive discipline in the administration of its disciplinary procedures.

In the Company, no disciplinary proceeding shall be commenced more than 30 working days after the Employee's Responsibility Center Manager or immediate Supervisor knew or should have known of the alleged violations or misconduct complained of and described in the charges, provided, however, that such limitation shall not apply when the violations or misconduct complained of and described in the charges is the subject of an investigation (by the Company or other governmental agencies/bodies) or would, if proven in a court of appropriate jurisdiction, constitute a crime. Employee absences and Company observed holidays should be excluded from the 30 working days.

In the Company, no warning, reprimand, suspension, demotion, or dismissal shall be entered on an employee's record or otherwise imposed until the completion of the disciplinary procedure. This provision shall not, however, foreclose the pre-disciplinary suspension of an employee for reasons of serious misconduct detrimental to the operation of the Company including but not limited to the following: violation of the drug and controlled substance policy; violation of the alcohol policy; theft or fraud; allowing subordinates to commit fraud; chronic absenteeism; physical violence or threats of physical violence; gross insubordination; serious safety violations;

criminal conduct; and violations of the Company's policies concerning EEO and Sexual harassment.

If an employee fails to appear on two occasions at any step in the disciplinary grievance procedure, the grievance shall be deemed abandoned and the penalty imposed. The union has the right to grieve the issue of abandonment.

Disciplinary grievances as defined herein shall be processed and settled in the following manner:

Step I

An employee or his/her Union representative shall be permitted within 5 days from the time of notification of the disciplinary charges to appeal the charges in writing. The Division Head or his/her designee will hear the appeal. Within 15 days after receipt of the written appeal, the matter shall be heard. The employee's Union representative may accompany him/her at this informal meeting. The decision on the appeal will be rendered to the employee and his/her Union representative within 10 days after the meeting.

When a pre-disciplinary suspension has been imposed, the employee and his/her Union representative will be given the opportunity to meet with the Division Head or his/her designee within 48 hours after his/her suspension (or the next weekday workday exclusive of the employee's regular days off, if suspended on a Saturday, Sunday or holiday). The decision of the Division Head or his/her designee will be rendered in writing to the employee and his/her Union representative within 48 hours following said meeting.

Step II

In the event the matter is not satisfactorily adjusted at Step I, the employee or his/her Union representative may, within 5 days after the receipt of written notification of the Step I decision, appeal in writing to the designated Sr. Director from the Office of Labor Relations. The Sr. Director or his/her designee will hear the appeal within 30 days after the receipt of the written appeal. The Sr. Director or designee shall within 20 days after the hearing is closed, render his/her decision in writing.

Where a pre-disciplinary suspension has been imposed, the hearing shall be held within 8 days of receipt of the appeal in the Office of Labor Relations. The Sr. Director or designee shall within 48 hours after such hearing is closed, render his/her decision in writing.

Arbitration

In the event the disciplinary grievance is not resolved at Step II, the employee or his/her Union representative, may within 5 days after notification of the decision, appeal in writing to the Office of Labor Relations seeking an arbitration hearing.

The Company shall schedule all arbitrations on a timely basis. There shall be sufficient dates of arbitration to timely process all pending cases.

The Union and the Company shall be given an opportunity to submit relevant evidence and cross-examine witnesses. No transcript of the hearing shall be required.

All witnesses shall take an appropriate oath or affirmation prior to testifying.

Within 30 days after the closing of the record in the hearing, the decision of the arbitrator shall be issued. Such arbitration awards shall be final and binding.

In cases where the recommended penalty is ten (10) day suspension or greater, demotion or dismissal, the appeal will be heard at arbitration by a Tripartite Panel consisting of an impartial arbitrator, a member selected by management, and a member selected by the Union. The decision of the Panel must be by a majority and will be written by the arbitrator as quickly as possible but no later than five (5) days after the closing of the record in the hearing. Within 20 days after issuance of the award by the Panel, the Union or Company Panel member has the right to issue a dissenting opinion. Such arbitration awards shall be final and binding.

The arbitrator or the Panel, in rendering any opinion or determination, shall be strictly limited to the interpretation and application of the provisions of this Agreement, or of any written rule, or Policy Instruction of the Company governing or affecting employees, and it shall be without any power or authority to add to, delete from, or modify any of the provisions of this agreement or of such rules or Policy Instructions. The arbitrator or Panel shall not have the authority to render any opinion or make any recommendations:

- a. Inconsistent with or contrary to the provisions of the applicable laws and regulations;
- b. Limiting or interfering in any way with the statutory powers, duties, and responsibilities of the Company in operating, controlling, and directing the maintenance and operation of the transit facilities, or with the Company's managerial responsibility to run the transit lines safely, efficiently and economically;
- c. With respect to modification of any wage rates provided in the agreement.

If there is presented to the arbitrator or the Panel for decision any charge, which, if proven in Court, would constitute a felony, or any charge involving assault, thefts of Company property, a violation of the drug and controlled substances or alcohol policies or chronic absenteeism, the question to be determined by the arbitrator or Panel shall be with respect to the fact of such conduct. (The parties have not agreed on the definition of chronic absenteeism.) Where such charge is sustained, the disciplinary penalty recommended by the Company shall be affirmed except if there is presented to the arbitrator/panel credible evidence that the action by the Company is clearly excessive in light of the employee's record and past precedent in similar cases. It is understood by the parties that this exception will be used rarely and only to prevent a clear injustice. All expenses of the impartial arbitrator shall be divided equally between the Company and the Union.

B. General Provisions

1. At each step of the disciplinary grievance procedure, the Company retains the right to increase, decrease or otherwise modify the decision made at the lower level.
2. 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.
3. In any case where the Company does not schedule a matter for hearing or render a decision within the prescribed time limits, the grievance may be appealed to the next step of the procedure.
4. An employee may work off suspension time, at management's discretion, on his/her regular day off or during his/her vacation period at a rate of one day for each day of suspension.
 - a. 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 questions. 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.
 - b. The provisions set forth in this paragraph shall not be available to employees who are pre-disciplinary suspended.
5. At steps I and II of the disciplinary grievance procedure, the employee may represent him/herself, but shall not be allowed to have a representative other than a Union Representative. If an employee chooses to represent him/herself or hires an outside party to represent him/herself at Step III (arbitration), the employee must sign a written waiver provided by the Union and provide a copy to the Company.
6. In any case in which a member of the public is a witness on behalf of the company or the Union and appears at a scheduled arbitration hearing prepared to testify, the testimony of such a witness shall be taken whether or not the balance of the case is adjourned.
7. The Company agrees to forward to the Union a copy of any notice of charges to be filed against any employee entitled to be represented by the Union. Such notice will be sent to the Union's mailing address. The Company further agrees to permit the examination, by a designated representative of the Union, of those records in an employee's personnel file relevant to the charges filed against

him/her, or the penalty that might result there from, if the employee involved consents to such examination.

C. Time and Leave

Cases involving time and leave infractions for which the recommended penalty is a suspension from service and which are resolved prior to arbitration shall be served as a fine equal to 20% of his/her regular salary during the period in question. If the case goes to arbitration, the suspension shall be served at a 30% fine. For the purpose of progressive discipline, the only penalty on the employee's record will be the suspension time that was originally accepted or imposed through arbitration.

D. Extended AWOL

1. An employee in the Company who has been continually absent without leave for a period of 20 days shall, after written notice, be considered to have resigned. Such resignation may not be appealed pursuant to either the disciplinary or contract grievance procedure.
2. An employee who has been deemed resigned who has good cause for such period of absence may appeal the resignation to Sr. Director, Labor Relations or designee whose determination is final.

E. Arbitrators

The Impartial Arbitrator for a disciplinary matter will be selected by mutual agreement of the parties from a panel of two (2) arbitrators to serve as such for the period agreed to by the Union and the Company. The parties agree that the two (2) arbitrators on the rotating panel will be:

Daniel Brent
Melissa Biren

Additionally, the contract interpretation arbitrator as set forth in Article 16 may serve as an alternate on the disciplinary panel.

Should, at any time during the term of this Agreement, the Impartial Arbitrator be unable to serve, a replacement will be selected by mutual agreement of the parties.

F. Enforcement of Arbitration Awards

1. If the Company decides to appeal a disciplinary arbitration decision wherein the Company was seeking termination, the affected employee will be returned to work with modified duties unless public safety or danger to fellow employees is involved.

2. If the Company continues to hold the employee out of service and the final court appeal is not successful, the employee will be entitled to any awarded back pay plus 10% premium on the amount of the awarded back pay.

Article 16 CONTRACT INTERPRETATION GRIEVANCE PROCEDURE

A Contract Interpretation Grievance is hereby defined to be a complaint on the part of any covered employee or group of such employees that there has been on the part of Management, non-compliance with or a misinterpretation of any of the provisions of this Agreement or of any written rule, or Policy/Instruction of the Company governing or affecting its employees. The Company shall also have the right to file a complaint alleging a misinterpretation, misapplication, breach or claim of a breach of the collective bargaining agreement or other written agreements entered into by the parties. A Contract Interpretation Grievance shall not include any claim subject to the Disciplinary Grievance Procedure.

A Contract Interpretation Grievance which is filed with the statement of facts that alleges a complaint as defined above, but which fails to specifically cite what the alleged violation is, shall be returned to the filing party for correction and re-filing. Re-filing must be within five (5) days and such grievance shall be deemed as filed effective on the original filing date, except that the time period for processing such grievance shall commence at the re-filing.

A grievance which is amended at any step to effectively change the subject of the complaint shall be re-filed as a new grievance.

Contract Interpretation grievances shall be processed and settled in the following manner:

Step I

Any grievance or complaint which an employee may have shall be presented by the employee and his/her Union representative to the employee's Department Head or designee within five (5) days after the grievance arose. The grievance shall be scheduled to be heard within thirty (30) calendar days after the receipt of the written request by the employee's Department Head or designee. The decision will be rendered to the employee and his/her Union representative within fifteen (15) calendar days after the meeting.

Step II

In the event that the matter is not satisfactorily adjusted with the Department Head or designee, then the Union must, within five (5) days after the receipt of written notification from the Department Head of his/her decision, submit the dispute in writing to the Senior Director Labor Relations or his/her designee or designees. The Senior Director Labor Relations or his/her designee or designees shall within twenty-five (25) days, hold a hearing on the grievance, with due notice to the Union, and within twenty (20) days after such hearing is closed, the Company's Senior Director Labor Relations or his/her designee or designees shall deliver to the Union in writing his/her decision on the disposition of the grievance.

Arbitration

If the Union is not satisfied with the disposition of the contract interpretation grievance made at Step II of the grievance procedure, the Union grievance representative may file with the Impartial Arbitrator at any time within fifteen (15) days after said decision has been made at Step II, a demand that the Impartial Arbitrator give his/her opinion and make his/her determination with respect to said grievance.

The Company may also submit directly to the impartial arbitrator for his/her opinion and determination any complaint arising solely out of the interpretation, application, breach or claim of breach, of the provisions of this Agreement.

The Impartial Arbitrator shall fix a date for the hearing on at least fourteen (14) days notice to the Company and to the employee or his/her union representative, at which the employee and his/her union representative, and a representative of the Company, shall be on hand to present both sides of the controversy.

At the request of the Impartial Arbitrator, such witnesses, records, and other documentary evidence as may be required shall be produced.

All witnesses shall take an appropriate oath or affirmation prior to testifying.

Awards will be issued in writing at the conclusion of each hearing except where either party requests to file a brief or the arbitrator requests additional time to render a decision. When a written opinion and award is to be rendered, the Impartial Arbitrator shall mail a copy of his/her opinion and award to the Senior Director, Labor Relations and to the employee's union representative within five (5) days after the close of the hearing before him/her. The determination of the Impartial Arbitrator upon matters within his/her jurisdiction, and submitted to him/her under and pursuant to the terms and conditions of this agreement, shall be final and binding upon the parties.

Any major contract grievance will be heard by a Tri-partite Board which will consist of the Impartial Arbitrator, a member selected by the Company, and a member selected by the Union. At the conclusion of the testimony the board shall meet in executive session except where either party requests to file a brief or the board requests additional time to render a decision. The decision of the Board must be by a majority. A written opinion and award is to be rendered which is binding on the parties. A major contract grievance for the purpose of this board includes, but is not limited to, issues which have system-wide impact. Either the Union or the Company can request that a case be heard by the Tri-partite Board.

The Impartial Arbitrator, including the Tri-partite Board, shall have the authority to decide all grievances and complaints but he/she shall not have the authority to render any opinion or make any recommendations

- (a) which amend, modify or change this Agreement or any of its terms:

- (b) limit or interfere in any way with the statutory powers, duties, and responsibilities of the Company in operating, controlling, and directing the maintenance and operation of the transit facilities, or with the Company's managerial responsibility to run the transit lines safely, efficiently, and economically.

The Impartial Arbitrator shall be selected by mutual agreement of the parties to serve as such for the period agreed to by the Union and the Company.

The parties agree that the contract interpretation arbitrator shall be Carol Wittenberg who shall serve until a successor agreement is negotiated by the parties. The contract interpretation arbitrator may serve as an alternate on the disciplinary panel.

Should, at any time during the term of this Agreement, the Impartial Arbitrator be unable to serve, a replacement will be selected by mutual agreement of the parties.

Any step of the grievance procedure may be waived by agreement of the parties in writing. Such agreement shall be between the Senior Director Labor Relations and the President of the Union or their designees.

A grievance may be denied at any level because of failure to adhere to the time limitations. In any case wherein the Company does not schedule a matter for a hearing or render a decision within the prescribed time limits, the grievance may be appealed to the next Step of the procedure.

It is understood and agreed that neither the filing of any complaint, nor the pendency of any grievance, as provided in this Article shall prevent, delay, obstruct, or interfere with the right of the Company to take the action complained of, subject, of course, to the final disposition of the complaint or grievance as provided herein.

Expedited Process

Any serious contractual violation question may be appealed in writing directly to the Senior Director, Labor Relations. Such appeal must include a statement as to the contractual provision allegedly violated by management and the remedy sought. The Senior Director or his/her designee shall set a hearing within seven (7) business days after receipt of such appeal and render his/her decision within ten (10) business days following the hearing. If the Union seeks to appeal this decision, the case will be scheduled for tri-partite arbitration as expeditiously as possible.

Article 17 DRUGS, ALCHOL AND CONTROLLED SUBSTANCES

The parties' agreement regarding Drugs, Alcohol and Controlled Substances as attached hereto as Attachment B.

Article 18 SICK LEAVE

- A. Subject to the limitations hereinafter set forth, the Company will grant to every employee, who shall have been in its employ for at least one year, sick leave with pay on each working day when he/she is unfit for work on account of illness, up to a total in any one year, of twelve days plus the number of days remaining in the employee's bank from the previous years. Unused sick leave may be carried over to a subsequent year. There shall be no limitation on the number of days an employee can accrue in his/her sick bank.
- B. Subject to the limitations hereinafter set forth, the Company will grant to every employee in its employ less than one year, sick leave with pay on each working day when such employee is unfit for work on account of illness, up to a total of one day per calendar month during which, or the major part of which, the employee shall have been in such employ, until twelve (12) months have passed. At that time, such employees are credited with an accrual of days equal to the number of months remaining through December 31st.
- C. The term "year" as used in this Article, shall mean a period of twelve months beginning on the first day of January and ending on the following thirty-first day of December.
- D. For the purpose of this Article, an employee in a no-pay status for the major part of a month during the sick year shall not be deemed to have been in the employ of the Company for that month, except where such leave of absence shall have been for ordered military duty, and shall have his/her balance for that year reduced by one (1) day for each such month. For the purposes of this provision, the term "balance" refers to existing balances only, and not to new accruals.
- E. For any day on which sick leave with pay is granted to an employee, the pay to be allowed him/her shall be eight (8) hours.
- F. Sick leave shall not run concurrently with vacation and will not be granted in respect to any of the holidays specified in Article 22 or in respect of any day which is the employee's regular day off.
- G. In order to be granted a paid or unpaid leave of absence on account of illness, an employee must file a written application therefore, on a form provided by the Company, within three (3) days after his/her return to work, but this form may be filed during the period of his/her absence if such absence is for an extended period. The application for sick leave must include a true statement of the cause of the applicant's absence from work, including the nature of his/her illness or disability, and must be made to the Company through the applicant's appropriate superior. If the application is for more than two (2) days, it must comply with the provisions of paragraph I of this section.
- H. No sick leave will be granted for illness due to indulgence in alcoholic liquors or narcotics, except to the extent that if an employee is enrolled in an alcohol or drug/controlled substance rehabilitation program and a medical determination has been made that the employee

is unfit for work, such period of time, if properly documented, may be charged to the employee's sick leave balance.

I. The burden of establishing that he/she was actually unfit for work on account of illness shall be upon the employee. Every application for sick leave, whether with or without pay, for more than two days, must be accompanied by medical proof satisfactory to the Company and upon a form to be furnished by the Company, setting forth the nature of the employee's illness and certifying that by reason of such illness the employee was unable to perform his/her duties for the period of the absence. Employees will have three (3) work days to turn in sick forms. This paragraph will not in any way relieve the employee from complying with paragraphs K and L of this section.

J. To be entitled to sick leave for any day on which he/she is absent from work because of illness, an employee, except where it is impossible to do so, must, at least one hour before the commencement of his/her scheduled tour of duty for that day, cause notice of the illness and of the place where he/she can be found during such illness, to be given by telephone, messenger, or otherwise, to his/her appropriate superior, and must also give notice to such superior of any subsequent change in the place where he/she can be found. Where it is impossible to give such notice within the time above prescribed, it shall be given as soon as circumstances permit. The failure to cause such notice to be given shall deprive the employee of his/her right to be paid for such scheduled tour of duty and he/she shall not be entitled to pay for any subsequent tour of duty from which he/she absents himself/herself unless at some time, not less than one hour prior to the commencement of such tour of duty, he/she shall have caused such notice to be given. The failure to cause notice to be given as herein provided shall not be excused unless the Company is convinced that special circumstances made it impossible and is also convinced that notice was given as soon as the special circumstances permitted.

K. If a representative of the Company calls at the place where the absent employee gave notice that he/she could be found during his/her illness, or in the absence of such notice, calls at the home of the absent employee and cannot find him/her, the absent employee will be deemed to be absent without leave. Such employee will not be granted sick leave and will be subject to appropriate disciplinary action.

L. When an employee is out sick and is visited by a doctor of the Company who finds the employee able to work, there will be no deduction made for that day in the current pay period but the Company may deny payment after review and deduct pay for such day in a subsequent pay period.

M. No sick leave with pay will be granted for less than one-quarter of a day at a time. In the event that a paid absence of less than one full day is to be charged against unused sick leave allowances, the following table of computation shall be used:

One-fourth (1/4) of a day if he/she was on duty more than 5 hours on the day during which his/her services were interrupted by illness;

One-half (1/2) of a day if he/she was on duty more than 3 hours but not more than 5 hours on such day;

Three-fourths (3/4) of a day if he/she was on duty as much as 1 hour, but not more than 3 hours, on such day;

One (1) full day if he/she was on duty less than 1 hour on such day.

If his/her work schedule on such day includes a paid meal period and he/she worked all of that part of his/her tour of duty which precedes his/her scheduled meal period, or all of that part of his/her tour of duty which follows his/her scheduled meal period, the meal period will be treated as time on duty in determining the charge to be made against his/her sick leave allowance.

N. An employee who is found to be in violation of the rules set forth in this Article governing sick leave allowances shall, in addition to being subject to the denial of sick leave, also be subject to appropriate disciplinary action. Any serious violation, or persistent infractions, or a fraudulent claim for sick leave may result in dismissal from service.

O. Time of absence from work while incapacitated by injury received in performance of duty will not be charged against the sick leave allowable under this Article.

P. No sick leave will be granted to an employee who is unfit for work on account of an accident incurred while working for an employer other than the Company.

Article 19 Additional Sick Leave

A. Additional sick leave shall be provided to each employee at seventy-five percent (75%) of an eight (8) hour work day, subject to the terms and conditions hereinafter set forth:

Employees with three or more years as an MTA Bus Supervisor at the beginning of the sick leave year: 120 work days.

The additional sick leave provided herein shall not be accumulated from year to year but shall be available to the covered employee in each year. The additional days shall not be available to an employee unless he/she is absent for illness for nine (9) or more consecutive working days, in which event that employee shall receive pay to the extent provided above from the first day after exhausting his/her regular sick leave bank.

To be eligible to receive the additional days of sick leave on a seventy-five percent (75%) payment basis during any sick leave year, the employee must be eligible for an allowance of twelve (12) days of sick leave pay in said sick leave year.

An employee who has exhausted all of his/her sick leave allowances at full pay, may elect, subject to the approval of his/her department head, to use any current vacation or accrued AVA days to which he/she may be entitled to in their entirety, before being eligible for sick leave at the seventy-five percent (75%) payment basis. If such absence is expected to continue beyond the end of the vacation year, the employee's leave of absence with pay for illness shall be interrupted for a sufficient number of days so that he/she may be paid for any remaining current

vacation before the expiration of the vacation year. The employee must provide adequate medical evidence to show that the entire period of absence including a vacation and AVA days used under this paragraph was the result of one continuous absence.

An employee may receive the additional 25% (for a total of 100%) of his/her pay as set forth above if he/she had more than one-half of his/her potential sick leave balance available at the onset of the illness which was the basis of the request for additional sick leave. For the purpose of this provision, the calculation shall be based on sick leave time accrued and used subsequent to full and final ratification of this Agreement.

Upon exhaustion of the 120-day benefit, an additional 60 work days may be given at the sole discretion of management.

Such payments of additional sick leave cannot be utilized in conjunction with injury-on-duty claims.

B. Employees with less than three (3) years of service as a Supervisor will be provided with additional sick leave at sixty percent (60%) of an eight (8) hour work day in accordance with the following schedule:

Employees with less than four (4) years of service with the Company at the beginning of the sick leave year: 0 Days

Employees with service with the Company from four (4) years up to but not including eight (8) years at the beginning of the sick leave year: 15 Days

Employees with service with the Company from eight (8) years up to but not including fourteen (14) years at the beginning of the sick leave year: 30 Days

Employees with service with the Company from fourteen (14) years up to but not including twenty (20) years at the beginning of the sick leave year: 60 Days

Employees with twenty (20) or more years of service with the Company at the beginning of the sick leave year: 90 Days

*Unless otherwise indicated, a "year" is defined as the period between January 1 and December 31.

The additional sick leave provided herein shall not be accumulated from year to year but shall be available to the covered employee in each year. The additional days shall not be available to an employee unless he/she is absent for illness for nine (9) or more consecutive working days, in which event that employee shall receive pay to the extent provided above from the first day after exhausting his/her regular sick leave bank.

To be eligible to receive the additional days of sick leave on a sixty percent (60%) payment basis during any sick leave year, the employee must be eligible for an allowance of twelve (12) days of sick leave pay in said sick leave year.

An employee who has exhausted all of his/her sick leave allowances at full pay, may elect, subject to the approval of his/her department head, to use any current vacation or accrued AVA days to which he/she may be entitled to in their entirety, before being eligible for sick leave at the sixty percent (60%) payment basis. If such absence is expected to continue beyond the end of the vacation year, the employee's leave of absence with pay for illness shall be interrupted for a sufficient number of days so that he/she may be paid for any remaining current vacation before the expiration of the vacation year. The employee must provide adequate medical evidence to show that the entire period of absence including a vacation and AVA days used under this paragraph was the result of one continuous absence.

Article 20 Sick Leave Transition Benefit for Incumbents and New Promotions

There will be a transition benefit as follows:

A. For former TWU Local 100 members at the time of full and final ratification, the number of half days in each member's bank will be converted to full days at the rate of two (2) half days for 1 full day up to a maximum of 30 days. Additionally, each employee will be advanced one (1) sick day for each month from the day of ratification through December 31st. Such advancement will be deemed credited to each member's sick bank at the time of ratification.

Employees that have more than sixty (60) half days in their sick leave bank at the time of ratification shall receive a cash out for the balance of the half days over sixty (60) at the rate of six (6) half days for one (1) day's pay based upon the rate of pay in effect at the time of ratification.

B. Any former non-represented members already receiving 12 sick days annually at the time of full and final ratification will maintain their sick leave balances.

C. For current Supervisors who were promoted prior to full and final ratification from an hourly title that had a half day sick policy in effect at the time of their promotion and appointed to a former non-represented supervisor title, their sick balance at the time of their promotion will be converted to full days at the rate of two (2) half days for 1 full day up to a maximum of 30 days, and put into their current sick bank.

Employees that had more than sixty (60) half days in their sick leave bank at the time of promotion shall receive a cash out for the balance of the half days over sixty (60) at the rate of six (6) half days for one (1) day's pay based upon the employee's rate of pay in effect at the time of promotion.

D. For employees who promote subsequent to full and final ratification from an hourly title that has a half day sick policy in effect at the time of their promotion, the number of half days in each member's bank will be converted to full days at the rate of two (2) half days for 1 full day up to a maximum of 30 days. Additionally, each promotee will be advanced one (1) sick day for each month from the day of promotion through December 31st. Such advancement will be credited to the employee's bank at the time of promotion.

Employees that have more than sixty (60) half days in their sick leave bank at the time of promotion shall receive a cash out for the balance of the half days over sixty (60) at the rate of six (6) half days for one (1) day's pay based upon the employee's rate of pay in effect at the time of promotion.

Article 21 Sick Leave Cash-out

Effective upon full and final ratification, the parties agree to establish sick leave cash out program.

A. Cash Out at Separation

Employees with ten (10) or more years of service and a minimum of half of their potential sick leave bank will be eligible, upon voluntary separation or retirement from service, to receive a non-pensionable lump sum cash payment of 50% of their remaining sick leave bank. Employees who have 70% of their sick leave at the time of voluntary separation or retirement from service will receive cash out allowance of 60%. This payment will be based on (8) hours straight time pay at the rate in effect at the time of separation.

For the purpose of this provision, the eligibility calculation shall be based on sick leave time accrued and used subsequent to full and final ratification of this Agreement. Once eligible, an employee will receive a cash-out based on all remaining days in his/her sick leave bank as determined by the transition benefit set forth in Article 20.

B. Yearly Sick Leave Cash out Program

Employees who have no sick leave usage during the period of January 1 through December 31 may elect to cash out up to two sick days. If an employee has used only one sick day the employee may, at his/her option, cash out one sick day.

The number of sick leave days an employee elects to cash out will be deducted from the employee's potential and actual available sick leave balance for purposes of calculation of the sick leave cash-out upon separation or retirement from active service where the employee is eligible for such cash-out under the terms of the current Agreement.

Article 22 HOLIDAYS AND PERSONAL LEAVE DAYS

A. To the extent that it may be practicable, an employee will be released from work without loss of pay on the following holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. In addition the employee will be entitled to his/her birthday and one (1) personal leave day.

B. An employee excused from work on one of the stated holidays referred to in (a) above, shall be paid for that holiday only if he/she reported for work on the scheduled work day before and the scheduled work day after the holiday, unless he/she is prevented by bona fide illness or for good reason is excused from so reporting.

With respect to holiday pay where an employee is scheduled to work on any of the stated holidays and the first day of his/her absence, because of a verified illness, falls on the holiday, he/she shall, upon submitting proof satisfactory to the Department Head, be granted holiday pay for that day.

C. When an employee is required to work on one of the holidays allowed with pay, or when such holiday falls on the employee's regular day off, or during his/her vacation period, the employee will be paid eight (8) hours additional pay for the holiday unless he/she gives prompt notice under the circumstances that he/she wishes to exercise an option to be allowed another day off in lieu of the holiday (AVA).

D. Employees will be allowed to maintain a bank of six (6) unused holidays. Unused holidays can be carried over from one year to the next but cannot at any time exceed a bank of six (6).

E. Whenever, under the provisions of this Article, an employee may be entitled to an AVA day, the particular day on which he/she is to be excused from duty will be in accordance with Article 25 herein.

F. An 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 he/she may have accumulated. Such request shall be made on a form prepared by the Company for this purpose.

G. An employee who is not released from duty by order of his/her superior on one of the stated holidays, and who, nevertheless, absents himself from work, shall forfeit his/her right to any pay for said holiday or to any other day off in lieu thereof, except that this shall not be applicable to veterans (as defined in Section 63 of the Public Officers Law) in respect to Memorial Day or Veterans Day.

H. None of the foregoing provisions in this Article shall be applicable in respect to any of the stated holidays to any employee who may have been continuously absent from duty for thirty (30) days or more, except for absence during paid vacation immediately preceding such holiday. An employee who has performed no work for the Company during a period of thirty (30) days or more, except for absence during paid vacation immediately preceding a holiday, shall not receive any pay for the holiday or be allowed another day off in lieu thereof.

I. A holiday pick for each location will be conducted pursuant to the Attachment C.

Article 23 VACATIONS

A. The vacation year will be the calendar year.

B. The amount of vacation allotment in weeks or days will be computed on the basis of time and duration of active employment prior to the beginning of the vacation year, which shall be January 1. For the purpose of this Article, periods of leave of absence without pay for one (1)

month or more, except where such leave of absence shall be for ordered military duty, shall not be deemed active employment.

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

1. Each such employee who, at the beginning of a vacation year, shall have been in the employ of the Company for less than one (1) year, will be granted a vacation of one (1) day for each major portion of a calendar month he/she shall have been in the employ of the Company prior to the beginning of the vacation year, but not to exceed two (2) weeks.

2. Each such employee who, at the beginning of a vacation year, shall have been in the employ of the Company for one (1) year but who at the beginning of the vacation year shall not have been employed for more than five (5) years, shall be granted a vacation of two (2) weeks during such vacation year.

3. Each such employee who, at the beginning of a vacation year, shall have been in the employ of the Company for five (5) years but who at the beginning of the vacation year shall not have been employed for more than ten (10) years, shall be granted a vacation of three (3) weeks during such vacation year.

4. Each such employee who, at the beginning of a vacation year, shall have been in the employ of the Company for ten (10) years but who at the beginning of the vacation year shall not have been employed for more than fifteen (15) years, shall be granted a vacation of four (4) weeks during such vacation year.

5. Each such employee who, at the beginning of a vacation year, shall have been in the employ of the Company for more than fifteen (15) years shall be granted a vacation of five (5) weeks during such vacation year.

D. Vacation shall be paid on the basis of eight (8) hours per day.

E. Incumbent Vacation Pay

1. Each such employee who, at the time of full and final ratification of this Agreement, is receiving one fifty-second (1/52) of his/her total earnings for the year prior to his/her vacation, shall continue to receive 1/52 vacation pay until he/she retires or are otherwise no longer a member of the bargaining unit. 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.

2. The vacation schedule for incumbent previously non-represented employees will not be diminished by this Agreement except that incumbent previously non-represented employees with more than 2 years but less than 8 years of service in the Company as of

December 31, 2014 shall receive 20 vacation days until they have completed 15 years of service, at which time they will receive 25 vacation days.

F. An employee who, during the preceding vacation year shall have been on leave of absence without pay except for ordered military duty, shall be granted a vacation with pay on the following basis:

1. An employee otherwise entitled to a vacation of two (2) weeks shall be granted a vacation with pay of one (1) day for each month or the major portion thereof he/she shall have worked during the preceding vacation year, but not more than two (2) weeks.

2. An employee otherwise entitled to a vacation of three (3) weeks shall be granted a vacation with pay of one and one-half (1 1/2) days per month for each month or the major portion thereof he/she shall have worked during the preceding vacation year, but not more than three (3) weeks.

3. An employee otherwise entitled to a vacation of four (4) weeks shall be granted a vacation with pay of two (2) days per month for each month or the major portion thereof he/she shall have worked during the preceding vacation year, but not more than four (4) weeks.

4. An employee otherwise entitled to a vacation of five (5) weeks shall be granted a vacation with pay of two and one-half (2 1/2) days per month for each month or the major portion thereof he/she shall have worked during the preceding vacation year, but not more than five (5) weeks.

G. Terminal vacation with pay shall be allowed an employee in addition to any vacation due him/her under Paragraphs (C) and (E) above: (A) where the employee's services are terminated or suspended through no fault of his/her own, or because of his/her induction into the Armed Forces of the United States; or, (B) where the employee who is resigning or retiring of his/her own volition and not because of, or in anticipation of disciplinary action against him/her, shall, prior to separation from service, make a request therefore. Such terminal vacation shall be computed as follows:

1. An employee otherwise entitled to a vacation of two (2) weeks shall be granted terminal vacation of one (1) day for each complete calendar month worked in that vacation year prior to the date of separation, but not exceeding two (2) weeks.

2. An employee otherwise entitled to a vacation of three (3) weeks shall be granted terminal vacation of one and one-half (1 1/2) days for each complete calendar month worked in that vacation year prior to the date of separation, but not exceeding three (3) weeks.

3. An employee otherwise entitled to a vacation of four (4) weeks shall be granted terminal vacation of two (2) days for each complete calendar month worked in that vacation year

4. An employee otherwise entitled to a vacation of five (5) weeks shall be granted terminal vacation of two and one-half (2 1/2) days for each complete calendar month worked in that vacation year prior to the date of separation, but not exceeding five (5) weeks

H. In computing continuous service, service in the employ of the former Private Lines Operators or their predecessors, shall be included, provided there is no break in such service.

I. The annual vacation allowance will not be accruable and will not be carried over from one year to another, except on the approval of the Company.

J. No additional vacation allowance or terminal vacation shall accrue to an employee for the period of such terminal vacation. No terminal vacation shall be granted for sick leave with pay or vacation used immediately prior to any terminal vacation granted under this Article.

K. Terminal vacation shall be paid on the basis of eight (8) hours per day. No holiday pay shall be granted for any of the stated holidays provided for in this Agreement, which may fall within the period of such terminal vacation. An employee who has not worked during a vacation year shall not receive any terminal vacation if he/she is separated from service during such year. The allowance of such terminal vacation shall be conditioned, however, upon an agreement by the employee to whom it is granted that should he/she return to the service of the Company before the end of the following vacation year, the number of terminal vacation days so allowed to him/her shall be deducted from any vacation he/she may be entitled to take in such following year after returning.

L. An employee who is away on leave of absence will not be granted any vacation allowance during the continuance of such leave. He/she must be in active service immediately preceding the period for which he/she is granted a vacation. In the event, however, that an employee is taken sick and on that account stops work before he/she has had his/her vacation for the vacation year in which the illness commences, he/she may elect, subject to approval by the head of his/her departments to take such current vacation as may be due him/her. When a leave of absence, due to illness, begins in one vacation year and extends into the next succeeding vacation year, an employee may, subject to approval by the head of his/her department, elect to take the vacation due him/her in the succeeding calendar year, provided he/she has not been absent more than one (1) year. However, such election under this Article shall apply only to the complete vacation due the employee at the time of his/her request, and no grant shall be made of only a portion of a vacation allowance.

M. An employee who is dismissed on charges, or who resigns while on charges or in anticipation thereof, or is the subject of an investigation which could lead to dismissal, shall not have the date of termination of his/her employment postponed to allow him/her any vacation pay whatever, whether he/she shall have previously had a vacation in that vacation year or not.

N. While a permanent employee is away in any year, on military duty, he/she will be treated as continuing in the employ of the Company for the purpose of determining how much vacation

he/she is entitled to take in the following vacation year, should he/she return to the active service of the Company during that year. Upon his/her return before the end of that year, he/she shall, to the extent that the time intervening between his/her return and the end of the year may permit, be entitled to take before the end of the vacation year such vacation as he/she would have been entitled to take in that year had he/she not been away on military leave, less such part thereof as he/she may have been allowed at the time of his/her induction into the Armed Forces. He/she shall not, however, carry over to a subsequent vacation year a vacation which he/she may have missed because of being away on military leave of absence.

O. An employee who, during the vacation year, is in service part of the time in a position to which this Agreement is not applicable and part of the time in a position to which it is applicable, shall accrue annual leave in accordance with the terms of this Agreement for each month during the major part of which he/she served in a position to which this Agreement is applicable, and shall accrue a pro-rated annual leave allowance for each month during the major part of which he/she served in a position to which this Agreement is not applicable.

P. An employee shall in each vacation year, be granted his/her total accrued leave allowance regardless of the title in which he/she is serving at the time he/she takes his/her annual leave allowance.

Q. Employees who are eligible for 5 weeks vacation and who want to take one week of their annual vacation in single days or cash in a single week of their vacation allowance will be given the opportunity to do so provided that they commit to do so approximately six weeks before the selection of preference for vacation.

1. Employees who choose to take single days who are unable to take all five (5) days as of the end of the vacation year will be paid in cash for all unused days during the first week of December of the vacation year.

2. Employees who choose to cash in a single week of vacation shall have the choice of receiving payment concurrent with their first week of picked vacation or the first pay period in December proceeding the vacation year.

Under either cash in option, employees will not choose a week or weeks during the annual vacation pick in correspondence to time traded in or cashed in.

Article 24 PERSONAL LEAVE DAYS, AVA DAYS, IN LIEU OF DAYS, AND VACATION TRANSITION

A. Former TWU represented and former non-represented employees who have accumulated single days of any type at the time of full and final ratification shall have those days converted into the AVA bank. Employees that have more than six (6) days in the bank on December 31, 2014 shall have all remaining days over 6 days cashed out. Effective January 1, 2015, such employee shall not be able to accumulate additional AVA days unless he/she uses an AVA day, in which case, as provided herein, he/she may bank days up to an amount not greater than six (6).

B. Former non-represented employees as of full and final ratification who have vacation days remaining in their vacation bank on December 31, 2014 will have such excess vacation days "frozen" in a separate vacation leave bank.

- 1) "Frozen" vacation leave may be used only after the employee's annual vacation leave has been fully exhausted and/or picked, or in the event of long term illness or disability, and cannot be replenished or increased.
- 2) With management's approval an employee may use or cash out up to five frozen vacation days in a calendar year, except that in case of long term illness or disability, an employee may use additional frozen days. Use of such days shall be in accordance with the provisions of Article 25.
- 3) Upon retirement or separation from service employees will be entitled to a lump sum payment, at their current rate of pay, for all unused balances in their "frozen" vacation leave bank.

C. Employees who promote subsequent to full and final ratification from an hourly title who have accumulated single days of any type at the time of promotion shall have those days converted into the AVA bank. Employees that have more than six (6) days in the bank at the time of promotion shall have all remaining days over 6 days cashed out. Thereafter, such employee shall not be able to accumulate additional AVA days unless he/she uses an AVA day, in which case, as provided herein, he/she may bank days up to an amount not greater than six (6).

Article 25 SINGLE DAY LEAVE QUOTA

A. In order to provide adequate opportunities for employees who opt to take a week of vacation in single days, AVA days or personal leave days, the Company will permit, absent an emergency, one (1) supervisor per day in the Transportation Department and one (1) supervisor per day in the Maintenance Department at each MTA Bus location to be off.

B. For employees assigned to the departments of CMF, CMO, Store Rooms, Facilities and Revenue who opt to take a week in single days, AVA days or personal leave days, the particular day on which he/she is to be excused from duty will be determined by management, which will consider the preference of the employee as far as practicable. The Company will not unreasonably deny employees from using the above mentioned leave balances.

Article 26 INSTRUCTIONS

When an employee is required to report for staff meetings, schooling, or other group instructions outside of his/her regularly scheduled tour of duty, he/she shall be paid at a rate of time and one-half for the amount of time actually spent in such meetings or class. In any case where there is a substantial gap between the employee's tour of duty and his/her required attendance at staff meetings, schooling, or other group instruction, outside of his/her tour of duty, the Union may discuss with management the question of additional paid time for the time intervening between the conclusion or start of the employee's tour of duty and the required attendance at staff meetings, schooling or other group instruction. However, when an employee who, because of errors and dereliction in the performance of his/her duties, is properly required, as a result of

disciplinary action, to report for schooling or instructions, he/she shall receive no allowance therefore. An employee attending classes voluntarily for his/her own benefit will do so on his/her own time without any allowance.

Nothing in this section precludes management from changing the employee's regular tour of duty to accommodate attendance at the staff meeting, schooling, or other group instructions.

Article 27 DAYS OF PAYMENT

Employees shall be paid on a bi-weekly basis, every other Thursday. The scheduled work week shall be Sunday through Saturday.

Article 28 PAY SHORTAGES

The Company agrees to expeditiously process proven employee payroll discrepancies. Any payroll discrepancy which is less than eight hours will be processed with the next bi-weekly check after the discrepancy is discovered and verified.

Article 29 Reserved for Health and Welfare

Article 30 Reserved for Pension

Article 31 UNIFORMS AND SHOES

The Company will supply Dispatcher uniforms to those employees required to wear them. The uniform allocation will be the same as that utilized by the New York City Transit Authority.

At a time to be designated by the Company, Dispatchers may have uniforms worn-out in the normal course of duty replaced.

Employees are responsible for maintaining their uniforms in a proper manner (including repairing, dry cleaning and laundering as required). They are required to report to work clean and neat in appearance. Failure to do so will result in the employee not being allowed to work and losing pay for that day.

The Company shall supply without cost, three (3) shop coats to Bus Maintenance Supervisors, Facilities Supervisors, Storeroom Supervisors and Revenue Equipment Supervisors required to wear shop coats during the period of the contract. It shall be the responsibility of each employee to whom such shop coats are issued to maintain the shop coats at his/her own expense.

The Company will provide each Bus Maintenance Supervisor, Facilities Supervisor, Storeroom Supervisor and Revenue Equipment Supervisor with a pair of safety shoes annually. In the event a Supervisor is unable to be fitted with a work shoe by the vendor providing shoes on Company property, the employee may purchase a pair of ANSI certified work shoes and will be reimbursed, upon submission of proof satisfactory to the Company, in an amount not greater than the average amount which the Company pays for shoes in that distribution year. The number of

Supervisors eligible for this exception will be capped at 10 percent of the total supervisors in the title. The shoe distribution will take place once annually as determined by the Company.

The Company will provide each Bus Maintenance Supervisor, Facilities Supervisor, Storeroom Supervisor and Revenue Equipment Supervisor with a "carhardt" type jacket once every five (5) years. 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.

Article 32 SAFETY EQUIPMENT

Employees shall be provided, without cost to themselves, with safety equipment, including prescription safety glasses, as may be required by the Company.

Article 33 TRAVEL PASSES

The Company shall issue passes to all represented employees and employees who retire from active service entitling the employee free passage on all MTA Bus Routes. These passes shall be surrendered to the Company in the event the employee is terminated for cause, resigns or otherwise is separated from the Company for reasons other than retirement from active service.

Article 34 ALLOWANCE WHEN AN EMPLOYEE ATTENDS HEARINGS OR INVESTIGATIONS

A. All employees will be required, when properly directed to do so, to report to Court or to the Claims or Law Department, or to attend as witnesses at trial hearings or investigations, and shall not lose any pay for such attendance, except if it is a hearing or departmental investigation in regard to the employee's own malfeasance or neglect of duty.

B. Employees required by the Company to report to Court, or the Claims or Law Department, or to attend as a witness at trial hearings or investigations, on his/her regular day off, will be paid at the rate of time and one-half for eight (8) hours. Employees required to attend on their time off, but not on their regular day off, will be paid at a rate of time and one-half for the amount of time actually spent at such hearings or investigations provided the employee works at least (8) hours of straight time on that day, except if it is a hearing or departmental investigation in regard to the employee's own malfeasance or neglect of duty.

Article 35 PAYMENT WHERE CHARGES ARE PREFERRED AGAINST EMPLOYEE

If charges which are preferred against an employee are not sustained, the employee will be paid at his/her regular rate of pay for the time lost by reason of such charges. If the charges are sustained, the employee will not be paid for any time lost as a result of such charges.

Article 36 ALLOWANCE FOR TIME CONSUMED FOR PHYSICAL EXAMINATIONS

- A. When an employee on duty or reporting for duty is ordered by his superior to the Company's Medical Department for physical examination and is pronounced able to work and given a "Return to Duty" slip by a physician of such Staff, no deduction from such employee's pay shall be made for the time consumed in compliance with such order.
- B. Employees shall not be scheduled to report for examinations on their regular days off or during vacation.
- C. An employee absent from duty by reason of illness or injury for more than twenty-one (21) consecutive days, or absent for any other reason for more than sixty (60) days, will not be allowed to return to duty until he/she obtains and presents to his superior a certificate from the Company's Medical Department that he is fit for duty. No allowance will be made for the time required to obtain such certificate.
- D. An employee required to report to the Company's Medical Department for physical examination outside his tour of duty will be allowed up to three (3) hours' pay for so reporting.
- E. If required to report for such examination while on duty, no deduction shall be made from employee's pay for time necessarily consumed in undergoing such examination.
- F. An employee who has been injured in the course of his employment and who is required to report for treatment by the Company's Medical Department or to attend hearings at the Worker's Compensation Board because of injuries to himself, but not as a witness, during his time off between two (2) tours of duty, will be allowed up to three (3) hours' pay for so reporting.
- G. If and when the Company's Medical Department shall certify that the employee, previously disqualified by physical disability from performing the full duties of his/her position, is able to return to those duties, he/she will be returned to the location he/she last worked with the same preference status which he/she held at the time of his/her disqualification. Pending the next annual preference, the Company will make a good faith effort to return the employee to his/her former assignment. If the Company determines that a position is needed to be filled in another location, and the employee wishes to return to his/her preferenced location, the Company will move the least senior person in that location.
- H. If such an employee is required, while on duty, to attend a hearing at the Worker's Compensation Board because of injuries to himself, but not as a witness, no deduction shall be made from his pay for time necessarily consumed for such hearing, provided, however, that such employee obtains an attendance slip from the Company's Chief of the Compensation Bureau or his designee, which sets forth the time of arrival and time of departure from such hearing.

Article 37 ASSAULT/WORKERS COMPENSATION/DISABILITY DIFFERENTIAL

An employee incapacitated from performing any type of available work as a result of an accidental injury sustained in the course of his/her employment will be allowed, for the first three (3) months during such incapacity or one (1) year if the injury is the result of an assault suffered on the job, a differential payment which shall be sufficient to comprise, together with any Workers' Compensation payable to him/her under the provisions of the Workers' Compensation law an amount after taxes equal to his/her after tax wages for a forty (40) hour work week.

No differential shall be granted:

- (1) Unless the employee sustained an accidental injury while engaged in the performance of his/her assigned duty for the Company and such accidental injury was the direct cause of the employee's incapacity for work.
- (2) If the employee tests positive for alcohol, drugs or controlled substances which testing was initiated by the incident which caused the harm or the injury to the employee.
- (3) If the employee failed to report for any work within title when directed that they are medically qualified to perform.
- (4) If the employee does not give due notice of the accident or does not report to the Company's designated physician(s) for examination or re-examination when told to do so. This provision shall not be used to require an employee to report for examination at unreasonable times and frequency.

An employee absent because of a work related injury or illness may be terminated from employment with the Company after one (1) year of continuous absence, or two (2) years of continuous absence if the disability is the result of an assault on the job, with right of reinstatement. Provided, however, this provision shall not shorten the termination from work threshold for any employee disabled before full and final ratification of this Agreement.

Employees incapacitated by work related 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. In the case of an assault on the job, in the next succeeding year, the Company will continue to provide employee's medical benefits.

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.

**Article 38 TERMINATION OF EMPLOYMENT FOR NON-SERVICE CONNECTED
INJURY OR ILLNESS**

Employees absent due to a non-work related illness or injury may be terminated after one (1) year of continuous absence with right of reinstatement. The Company will continue to provide employee's medical benefits for one (1) year from onset of illness/injury. This provision will in no way diminish an employee's right to file and/or receive a disability pension under the terms of the Pension Plan.

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.

Article 39 JURY DUTY

An employee required to perform jury duty, which in any way interferes with his/her regular working hours, will be granted a leave of absence with pay, provided such employee endorses all checks received in payment for such jury duty to the Company.

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.

Fees received for jury duty performed by an employee during such employee's days off or vacation may be retained by the employee.

When an employee is required to be on jury duty, his/her scheduled days off shall be changed to Saturday and Sunday during the period of time when he/she is on jury duty. In all other respects, the controls and administration of jury duty shall continue.

Article 40 LEAVES OF ABSENCE FOR DEATH IN FAMILY

At the time of death in an employee's immediate family, he/she shall, upon submitting satisfactory evidence to the Department Head, be granted a leave of absence, with pay, at his/her regular rate of pay, on each such day, not to exceed three (3) work days. Such leave must be taken at or about the time of death.

It is understood that paid leave for death in family shall be provided to any employee on sick leave, vacation, and regular days off, immediately following same.

Such leave shall not be charged to any other allowances, such as vacation, sick leave, or holiday.

"Immediate Family" shall mean, for this purpose, a spouse; domestic partner, natural or step parent; child; brother; sister; mother-in-law or father-in-law; grandparent, and any person

residing in the household. "Any person residing in the household" is interpreted to mean a person related by family ties, with permanent residence in the household.

Article 41 LEAVE OF ABSENCE FOR MILITARY

A. Ordered Military Duty.

Leaves of absence with or without pay, according to requirements of the law, will be granted to employees for the performance of ordered military or naval duty in accordance with the provisions of state statutes applicable thereto.

B. State or National Conventions of Veterans' Organizations

1. Leave of absence with pay in accordance with the rules and regulations set forth herein will be granted to an employee who is a member of any of the following named veterans' organizations and who has been designated as an official delegate to attend a state or national convention or encampment of such organization customarily held in the summer and fall of each year, commonly referred to as an annual convention: The Army and Navy Union of the United States of America, United Spanish War Veterans, Veterans of Foreign Wars of the United States, American Legion, Disabled American Veterans of the World War, Army and Navy Legion of Valor of the United States, Jewish War Veterans of the United States, Military Order of the Purple Heart, Catholic War veterans, Italian War Veterans, Legion of Guardsmen, American Veterans of World War II (AM-VETS), Reserve Officers Association of the United States, Military Chaplains Association of the United States, Association of the United States Army, and other organizations composed of veterans of wars in which the United States has participated.

2. Leave of absence with pay will be granted for the period of attendance at such state or national convention or encampment, including normal traveling time by rail to and from same provided the employee obtains and, upon his/her return, files with the Authority, through his/her department head, a certificate by the Secretary or other authorized official of the organization certifying that such employee was duly designated as an official delegate to said convention or encampment and as such delegate, was in attendance thereat for the specific period of time allowed, and further provided that such leave of absence may be granted without impairing the essential services of the transit system.

3. Leave of absence will not be granted where the employee desires to attend such convention in a capacity other than that of official delegate thereto.

4. An employee who is a member of more than one of said organizations shall be entitled to leave of absence as aforesaid to attend the state or national convention or encampment of only one such organization, to be designated by him/her.

5. Employees engaged in the operation of the MTA Bus Company desiring such leave of absence must make application therefore on the proper form at least two (2) weeks in advance of the time when such leave is to take effect.

6. The appropriate Vice President is authorized to approve applications for leave of absence with pay submitted in compliance with the above rules.

Article 42 TRANSPORTATION DEPARTMENT

A. The work day for supervisors assigned to the Transportation Department shall be eight (8) hours including a thirty minute paid meal period.

B. The meal period shall, as far as practicable, be scheduled between the third and sixth hour.

C. Prime Time Vacation

The weekly quota of dispatchers in each depot/location in the Transportation Division allowed on vacation shall be evenly spread among all weeks of the calendar year. Any excess weeks will be allocated at the choice of the Union, with no more than one additional vacation week allocated per calendar week. The Union will be permitted to designate 15 weeks of their choice as prime time vacation weeks. Where the excess described above is less than 15 weeks or where the above process does not result in an additional vacation week in each of the prime time weeks, an additional week will be provided by reducing non-prime quota by no more than one in any non-prime week and reallocating that number of weeks so as to insure that each of the 15 prime time weeks has an additional vacation quota allowance.

Example 1: Depot has 156 weeks total allowance. Each calendar week will have a vacation quota of 3. 15 prime time weeks will be allowed 4, by reducing 15 non-prime time weeks to 2.

Example 2: Depot has 140 weeks. Each week has a quota of 2. The remaining 36 weeks will be allocated, one per week, at the Union's discretion. Since this allocation will include the 15 prime-time weeks, no further adjustment will be made.

Example 3: Depot has 160 weeks. Each week has a quota of 3. The remaining 4 weeks are allocated, one per week, to 4 of the 15 prime-time weeks. The remaining 11 of the 15 prime-time weeks would then be brought up to a quota of 4 by reducing 11 non-prime-time weeks of the Union's choosing to a quota of 2.

Article 43 MAINTENANCE DEPARTMENT

A. The work day for supervisors assigned to the Maintenance Department shall be eight and one-half (8 ½) hours including a thirty minute unpaid meal period.

B. The meal period shall, as far as practicable, be scheduled between the third and sixth hour.

C. Maintenance Department supervisors shall receive the same break schedule as exists for the hourly rated employees they supervise.

Article 44 FACILITIES DEPARTMENT

A. The work day for supervisors assigned to the Facilities Department shall be eight and one-half (8 ½) hours including a thirty minute unpaid meal period.

B. The meal period shall, as far as practicable, be scheduled between the third and sixth hour.

C. Facilities Department supervisors shall receive the same break schedule as exists for the hourly rated employees they supervise.

Article 45 STOREROOMS DEPARTMENT

A. The work day for supervisors assigned to the Storerooms Department shall be eight (8) hours including a thirty minute paid meal period.

B. The meal period shall, as far as practicable, be scheduled between the third and sixth hour.

C. Storeroom Department supervisors shall receive the same break schedule as exists for the hourly rated employees they supervise.

Article 46 REVENUE DEPARTMENT

A. The work day for supervisors assigned to the Revenue Department shall be eight and one-half (8 ½) hours including a thirty minute unpaid meal period.

B. The meal period shall, as far as practicable, be scheduled between the third and sixth hour.

C. Revenue Department supervisors shall receive the same break schedule as exists for the hourly rated employees they supervise.

Article 47 RELEASE TIME

The Company will provide the union with one full-time Company paid release position (amount will be 9 hours and 20 minutes). The employee to be released to conduct Labor/Management activities shall be designated by the Union President, but shall be a member of the MTA Bus Unit. Such employee may work overtime within his/her title provided it does not conflict with his/her release duties.

This provision supersedes any existing agreement related to release time including any side letters or arbitration awards which might exist.

Article 48 AMERICANS WITH DISABILITIES ACT

The Union agrees with any modification of this Agreement needed to comply with the regulatory requirements of the Americans with Disabilities Act.

Article 49 GENERAL OBLIGATIONS

A. The Employer will permit employees to participate in and make contributions toward a college savings plan, flexible spending account, transit check program and/or other similar plans that are mutually agreed to by both parties.

B. 401 (k) Plan and 457 Plan - Employees shall continue to have the option of participating in the MTA's 401 (k) Plan, as well as the 457 Plan, where currently applicable. Additionally, upon implementation of a bi-weekly payroll system for those employees currently on a weekly payroll, employees shall also have the option of participating in the MTA's 457 Tax deferred Annuity Plan.

C. The Employer shall permit the posting of official Union notices on bulletin boards designated for Union use, 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.

D. CDL Reimbursement - The Company shall pay for the renewal fees for a commercial drivers license (CDL) for employees who are required to have a CDL to perform their jobs.

Article 50 LABOR MANAGEMENT COMMITTEE ON IMPROVEMENT

A joint Labor – Management Committee shall be established to study methods of improving supervisory skills, new technology, integration of the former private lines, problems with attracting and retaining maintenance supervisors, and any other issues of concern identified by the parties. This committee will not result in any additional Company paid release time.

Article 51 ENTIRE AGREEMENT

A. This agreement constitutes the sole and entire existing Agreement between the parties, superseding all prior Agreements, oral and written.

B. Excepted from paragraph A above are those matters set forth in the attached side letters which are made part of this Agreement, and such others subsequently agreed upon in writing by the Presidents of both the Company and the Union.

C. Notwithstanding Paragraphs A and B above, the parties recognize and agree that there may be certain work practices that are fundamental to the employer/employee relationship that

the impartial arbitrator can consider in determining disputes that arise under the agreement, subject to the following limitation:

1. It is the parties' intention to unify work rules in all the depots and locations represented by the union. Practices that are/ were "depot specific" shall not be considered by the impartial arbitrator if the effect would be to adopt different work rules at different depots and/or work locations.
2. It is understood and agreed that where employees covered by this agreement have been operating under the practice alleged and the practice survived since the recognition of the union as the representative of the employees, the impartial arbitrator shall be empowered to consider it.
3. The impartial arbitrator shall have sole discretion to determine what weight and applicability to attach to the alleged practice described in (2) above.

Article 52 CONCLUSION

Except as otherwise provided herein, this Agreement, and each of its provisions, provided they are not in violation of law as determined by a court of competent jurisdiction, shall continue in full force and effect until June 7, 2013.

To the extent that any of the provisions of this Agreement require approval of, or are subject to modification, by federal or state agency pursuant to statute or regulations issued thereunder, they shall be subject to such approval or modification.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT 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.

ATTACHMENT A

Reserved for rate Table

ATTACHMENT B

Drugs, Alcohol and Controlled Substances

It is agreed by and between the MTA Bus Company and the TWU Local 106, 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, 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, AVA/personal days and sick days, 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 106 (TSO), 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 and the former private line companies. 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.

ATTACHMENT C

Holiday Pick

1. Approximately two weeks prior to New Years Day, Martin Luther King Jr. Day (observed), President's Day, Veteran's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas, management shall prominently post the number of Dispatchers and Line Supervisors that will be needed to work on those days.
2. At least one week prior to the holidays listed in paragraph one, the Union shall inform management as to which Supervisors will work on those dates.
3. It is understood that the work hours of any Supervisor who works on any holiday listed in paragraph one will not violate the "8-hour" rule.
4. It is understood that any Supervisor who works on any holiday listed in paragraph one will not be entitled to overtime by virtue of selecting a tour of work under this section, unless previously approved in writing by management. However, overtime assigned by management will be paid at overtime rates.



Metropolitan Transportation Authority

State of New York

September 15, 2014

Mr. Vincent Modafferi, President
Transit Supervisors Organization
Transport Workers Union, Local 106
5768 Mosholu Avenue
Bronx, New York 10471

Re: Agreements

Dear Mr. Modafferi:

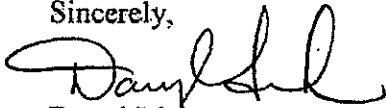
At the conclusion of the contract negotiations, it was mutually agreed between the parties that certain items would not be included in the contract but would be set forth in a letter of understanding. The items are as follows:

- 1) Extra list work assignments for the following day will be posted by 14:00.
- 2) The parties recognize that where a supervisor preferences and is assigned a new assignment/trick, appropriate break-in time should be provided to acclimate that supervisor to his/her new assignment. The Company, with input from the Union, shall determine what is appropriate based on the needs of the assignment.
- 3) For the purpose of railroad shuttle work or other railroad disruptions, dispatchers covered by this agreement will be given first preference to supervise all Metro North Railroad work of this nature in the locations that they have historically supervised. For the purposes of Long Island Railroad shuttle work or other railroad disruptions, dispatchers covered by this agreement will be given first preference for any Long Island Railroad shuttle work that has MTA Bus hourly operators working such shuttle work, except that where Bus Operators from JFK/Far Rockaway Depots are utilized, MTA Bus will have the option to use TSO Dispatchers, but they shall not be given first preference. In addition, this provision will apply to any other special events or unscheduled work in the areas and under the circumstances described above and limited to Metro North Railroad and Long Island Railroad.
- 4) The Company agrees, except when emergency prevents, that for those Dispatchers on the extra list, the "two (2) consecutive days rest during each calendar week" provided in Article 6, Paragraph (B) of Appendix A shall provide at least fifty-six (56) consecutive hours.
- 5) An employee who has been disqualified by the Company's Medical Office and who disputes the medical findings shall have the right to have his/her case reviewed by a neutral physician, who shall be appointed by an independent service (currently Juris Solutions)

- 6) MTA Bus Company policy as to lost property and vandalism allowances shall be the same as exists for the New York City Transit Authority/MaBSTOA for similar titles.
- 7) Where feasible, the Company will continue to provide lockers for unit members.
- 8) The Company shall make the necessary provisions for payroll deductions for voluntary Disability/Life Insurance plans.
- 9) The MTA Bus Company shall continue to provide office space for the TSO MTA Bus Unit Chairperson in the same manner as is currently provided.
- 10) The Company agrees to publish and distribute a copy of the completed contract to every MTA Bus bargaining unit member.

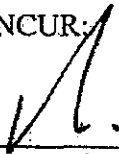
If this accurately reflects your understanding, please sign below.

Sincerely,



Darryl Irick
President, MTA Bus Company

I CONCUR:



Vincent Modafferi, President, TSO Local 106



Metropolitan Transportation Authority

State of New York

September 15, 2014

Mr. Vincent Modafferi, President
Transit Supervisors Organization
Transport Workers Union, Local 106
5768 Mosholu Avenue
Bronx, New York 10471

Re: Night Differential

Dear Mr. Modafferi:

Effective upon full and final ratification, all night differential payments for former TWU Local 100 represented supervisors shall be suspended. It is the parties' intention to continue their conversations with regard to night differential payments with the goal of establishing new night differential rates and/or qualifying hours that pertain to the entire bargaining unit. The parties agree to conclude these conversations within sixty days of full and final ratification of the agreement. It is understood and agreed that any agreement regarding night differential payments will be cost neutral and will not add any additional value to the overall economic agreement.

If this accurately reflects your understanding, please sign below.

Sincerely,

Darryl Irick
President, MTA Bus Company

I CONCUR:

Vincent Modafferi, President, TSO Local 106



Metropolitan Transportation Authority

State of New York

September 15, 2014

Mr. Vincent Modafferi, President
Transit Supervisors Organization
Transport Workers Union, Local 106
5768 Mosholu Avenue
Bronx, New York 10471

Re: Transition/Implementation Issues

Dear Mr. Modafferi:

The parties recognize the complexity of transitioning from the prior terms and conditions of employment for employees represented by the Union to the terms and conditions of the new Agreement dated September 15, 2014 and are desirous, to the greatest extent possible, of ensuring a smooth and seamless transition for both Union members and MTA Bus Management. Therefore, the parties agree to establish a Labor/Management Committee for a period of one year that will be responsible for evaluating and resolving any unforeseen issues that may arise as a result of the implementation of the terms of the Agreement. The committee shall be composed of six (6) members, three (3) of which shall be appointed by the Union and three (3) of which shall be appointed by Management. The parties commit that individuals appointed to the committee shall have sufficient standing and authority to resolve issues that are brought before the committee.

The Committee shall have jurisdiction over any issues resulting directly from the implementation of the terms of the Agreement; however, the committee shall not have jurisdiction to amend or agree to terms that are not addressed in the Agreement. The committee shall meet monthly for the first six (6) months. Thereafter, the parties will determine the need and frequency of future committee meetings. Upon the completion of the one (1) year period, the committee shall be disbanded; however, the one year period may be extended by the mutual agreement of the parties.

In order to aide in the smooth transition to the new Agreement, MTA Bus will release one employee, who will be designated by the Union President, on a full time paid basis for a period of six (6) months following full and final ratification.

If this accurately reflects your understanding, please sign below.

Sincerely,

Darryl Irick
President, MTA Bus Company

I CONCUR:

Vincent Modafferi, President, TSO Local 106



Metropolitan Transportation Authority

State of New York

September 15, 2014

Mr. Vincent Modafferi, President
Transit Supervisors Organization
Transport Workers Union, Local 106
5768 Mosholu Avenue
Bronx, New York 10471

Re: Retroactive Employee Health Contributions

Dear Mr. Modafferi:

During bargaining the Union requested that retroactive employee health contributions be deducted based on pre-general wage increase wages. In order to mirror the methodology used for retroactive employee health contributions for other bargaining units, retroactive employee health contributions for the general wage increases effective November 1, 2006 and December 1, 2007 shall be made based on pre-general wage increase wages. For all other general wage increases under the Agreement, retroactive employee health contributions shall be based on all wages, including the general wage increases.

If this accurately reflects your understanding, please sign below.

Sincerely,

Darryl Irick

President, MTA Bus Company

I CONCUR:

Vincent Modafferi, President, TSO Local 106



Metropolitan Transportation Authority

State of New York

September 15, 2014

Mr. Vincent Modafferi, President
Transit Supervisors Organization
Transport Workers Union, Local 106
5768 Mosholu Avenue
Bronx, New York 10471

Re: Pension Option for Supervisors Not Currently Participating in a Pension Plan

Dear Mr. Modafferi:

Pursuant to the September 15, 2014 Agreement between the parties, supervisory employees who are not currently participating in a pension plan and who are currently enrolled in the MTA's 401k Plan and receiving employer contributions to the plan will be given the option to join the amended Article 14 Pension Plan, prospectively. During the course of bargaining regarding pension benefits for this group of employees, the Union requested that the parties continue their discussions regarding the feasibility of employees being permitted to buy back past service credit. The full cost of buying back such service credit would be assumed by the employee (both employee and employer costs). As such, the parties have agreed to continue these discussions as part of the Implementation Committee.

If this accurately reflects your understanding, please sign below.

Sincerely,

Darryl Irick
President, MTA Bus Company

I CONCUR:

Vincent Modafferi, President, TSO Local 106