

Summary of MTA's Last, Best & Final Offer

UTU Contract

Click on item to go directly to summary. You may use your browser's "Back" key to return to top of document.			
Term	Wages	Pension	Health Benefits
Zones	Full-time Operators	Part-Time Operators	BDOF
Prep/Turn-In Time	Missouts	Grievance Appeal Processes	Uniform Allowance
Line Instructor/Mentor Pay	Temporary Schedule Checkers	Workers Compensation	Side Letters

Term

Three Year Contract: Commencing July 1, 2000 and ending June 30, 2003

Wages

9.3% pay increase: 3% increase per year for three years, compounded annually, effective upon contract ratification by the Union and MTA

Pension

1% pension pick-up: MTA to pick up 1% of employee's pension contribution to the 30-and-out base plan beginning January 1, 2001, resulting in an increase of 1% in take-home pay for full-time Operators. There will be no change in the 23-and-out plan.

Change in earnings assumption: Based on the UTU's proposal and MTA's concurrence, changes pension plan earnings assumption from 8% to 8.5%

Health Benefits

Maintain health benefits: UTU employee health and welfare benefits are maintained under the MTA's proposal

MTA contributions to be increased as necessary: MTA will increase its health and welfare payments, as necessary, for each employee upon determination, through audited financial reports and an assessment of the plan benefits, that the Health and Welfare Trust Reserves have reached a level capable of providing five or less months of benefits

Zones

Contract protections carried over: Articles 7 and 51 have not been changed except to add a new provision which provides that the MTA may transfer service to a zone and that the protections provided by SB1101 (new state law) will constitute "adequate provision" and "adequate protection" to employees

Full-time Operators

Increase of 10-hour straight, 4-day workweeks: Increase from current 45 runs to 100 runs with straight pay for 10-hours, subject to overtime pay after 10 hours, 4-days a week. Days off for these assignments will be guaranteed to be either Friday, Saturday and Sunday or Saturday, Sunday and Monday

Pilot Program for Split shift 4-day/10-hour workweek: Implement a pilot program to schedule 50 runs with 4-day, 10 hours pay within 12 hours a day, subject to overtime pay after 12 hours, beginning with the system-wide shake-up in December, 2001. Days off for these assignments will be guaranteed to be either Friday, Saturday and Sunday or Saturday, Sunday and Monday

Part-time operators to provide additional relief: Add 150 part-time operators to work in relief of those "4/10" full-time operators on their days off. These part-time operators can be scheduled on straight or split assignments as necessary only to cover the full-time operators' schedules.

Preservation of "8 within 10" rule: Full-time operators working traditional five-day work weeks on regular and relief runs will continue to benefit from the "eight within ten" spread and overtime pay provisions

Preservation of "8 within 11" rule: Full-time operators working the extra board will continue to benefit from the "eight within eleven" spread and overtime pay provisions

Preservation of "7 within 9" Rule: This rule remains in the contract, but is "relaxed" only to permit the creation of enough work for part-time and BDOF operators

Assignments with weekends off: The percentage of runs with weekends off as of the June 2000 shake-up will be maintained. This equates to 45% of all runs, allocated on a system-wide, rather than per-division basis

No Layoffs: Although the ranks of part-time operators will be increased in part to provide coverage for expanded "4/10" work weeks, this increase will be paced to match attrition and will result in no layoffs or demotions

[back to top](#)

Part-Time Operators

Increase in part-time operators: In addition to the 150 additional part-time operators needed for the 4/10 implementation, 325 new part-time operators will be hired. The hiring of these operators will be phased in over the 3-year life of the contract (75 in fiscal year 2001, 100 in 2002, and 150 in 2003)

Increase in number of hours per day: Part-time operators will now be able to work up to 6 hours, 59 minutes per day on trippers any day of the week and provide relief for full-time operators on weekends and for "4/10" operators on their off days (Friday through Monday)

Increase in number of hours per week: Part-time operators will now be able to work an average of up to 34 hours and 50 minutes per week system-wide, with a maximum of 36 hours. Part-time operators will be paid for time worked only. No minimums, pay guarantees, or penalty provisions will apply

Split shifts: Part-time operators will work straight trippers Sunday through Saturday. And when working in relief of full-time operators, part-time operators may work straight or split assignments

Work on Days Off: No longer restricted to Saturday and Sunday only, part-time operators will now be eligible to volunteer for work on any of their scheduled or assigned days off

New wage tier: Wage rates for all current part-time operators will be increased. Only newly-hired part-time operators will be subject to a new, lower wage tier

BDOF

BDOF promotions to part-time: All current BDOF operators to be promoted to part-time as soon as possible, but no later than January 2, 2001

Automatic promotion rights: BDOF operators will have automatic promotion rights to part-time

Wage protection: Existing BDOF operators will be "grandfathered", and as a result when promoted to part-time will not be subject to the new lower wage tier for new part-time employees

Increased number of BDOF operators: The total number of BDOF operators will be increased over the 3 years of the contract to 300 (up from existing 133)

Holiday pay: Pay for legal holidays will be increased to the time-and-one-half rate

Assignments to be mutually agreed upon: MTA and UTU to mutually determine which lines/service will be BDOF. If the parties cannot agree within 30 days, the MTA may select and implement the lines

Prep/Turn-In Time

Reduction of pre-trip inspection time (Bus only): Vehicle pre-trip inspection procedures have been redefined and reduced, allowing for a reduction of 7 minutes in pre-trip inspection time (from 20 minutes to 13 minutes)

Reduction of walk-in time (Bus only): Reduction of 2 minutes in "walk-in" time for pull-ins (from 5 minutes to 3 minutes) to more accurately reflect time required to walk from vaulting station to the dispatch window

[back to top](#)

Missouts

Revision of miss-out rule: Missouts have increased more than 36% over the past two years. The MTA and the Union agree to work together on a plan to reduce missouts. If MTA and UTU representatives are unable to implement a plan by January 1, 2002, the current miss-out rule will be revised to clear missouts using the same 60 day clearing mechanism provided for in the attendance policy

Grievance Appeal Processes

Second and Third Level Appeal and Accident Review Processes: MTA and Union representatives agree to meet for the purpose of reviewing and agreeing on a plan to streamline and improve the 2nd

and 3rd level appeals processes and the procedure for reviewing accidents

Uniform Allowance

Increased uniform stipend: Every operator will receive an increase of \$25 in each of the 3 years of the contract, beginning with \$200 in fiscal year 2001, increasing to \$225 in fiscal year 2002, and \$250 in fiscal year 2003

Line Instructor/Mentor Pay

Increase hourly pay: Pay for qualified and certified Line Instructor/Mentors will be increased from \$1.25 per hour to \$2.00 per hour for time spent training student operators

Temporary Schedule Checkers

Select temporary Schedule Checkers: The MTA and UTU will appoint a committee to identify a method to select full and/or part-time operators to serve as temporary "Special Project" Schedule Checkers

Workers Compensation

Joint training and safety campaign: MTA and UTU to jointly implement a Workers' Compensation campaign to include Training, Safety Committee, Ombudsman Program, Physician Network and Workers' Compensation handbook in an effort to reduce workplace injuries and improve the timeliness of assistance to injured workers

Side Letters

Review side agreements: A review of all prior side agreements will be conducted by the MTA and the UTU before December 31, 2000, to determine which side letters are still applicable and will be carried forward

All other contract provisions are either identical to the 1997-2000 UTU contract or only minor changes were made to reflect current practice. Details of these changes can be obtained from UTU leadership or on the MTA's Web site.

[back to top](#)

[Back to MTA Report](#)