

MTA/UTU  
SUMMARY OF AGREEMENT  
OCTOBER 17, 2000

Article 1 - Rates of Pay

For "Top Rate" Operators currently at \$20.72 per hour:

- .44 wage increase, effective July 1, 2000
- .44 wage increase, effective July 1, 2001
- .44 wage increase, effective July 1, 2002

Pro rata increases for all other represented employees, specifically:

- 2.1% wage increase, effective July 1, 2000
- 2.05% wage increase, effective July 1, 2001
- 2.00% wage increase, effective July 1, 2002

Union accepts \$.05 fixed quarterly wage increase, in lieu of Cost of Living Allowance (COLA), with first increase beginning July 1, 2001. Existing Agreement COLA language to be reinstated in last three months of agreement, for the regularly scheduled wage increase to be paid beginning April 1, 2003, COLA to be equal to \$.01 for each .235 increase in the Consumer Price Index, not to exceed \$.06.

BDOF wage rates will be added to Article 1, Section 2 (f) and are as follows:

The basic wage rate for qualified operators will be:

- \$10.30 Effective July 1, 2000
- \$10.61 Effective July 1, 2001
- \$10.93 Effective July 1, 2002

The training rate for BDOF operators will be:

- \$8.24 Effective July 1, 2000
- \$8.49 Effective July 1, 2001
- \$8.74 Effective July 1, 2002

Article 2 - Guaranteed Work Day and Work Week

Implement up to 100, 4-10 (10 within 10) assignments on a system wide basis effective with December 2000 Shake - Up.

These assignments will have three consecutive days off; Friday, Saturday, Sunday or Saturday, Sunday, Monday.

The relief of these assignments shall be worked by Part-Time Operators.

Article 3 - Overtime - Current Contract Language

Article 4 - Passenger Service Assignments

Reduce Pre-Trip Inspection by seven (7) minutes, and Walk-In Time by two (2) minutes. (Total reduction nine [9] minutes.)

Article 5 - Travel Time Deadhead

Deleted Section 12 - Overnight Deadheading, language no longer applicable.

Article 6 - Time for Turning and Securing Supplies - Current Contract Language

#### Article 7 - Manning Revenue Equipment

Prior Agreement language with addition of new section (f):

"Nothing in this Agreement shall be construed as preventing the Authority from transferring lines or service to a Transportation Zone in accordance with S.B. 1101 of the 2000 session."

#### Article 8 - Qualifications

Removed all language that dealt with Rail Operators and moved to new Rail Article 22.

Simplified contract language made more user friendly.

#### Article 9 - Choice of Work Assignments

- Moved rail operations language to new Article 22.
- New requirement that operator's "break in" on days off in advance of shake up effective date
- Elimination of Junior Extra Board Operator

#### Article 10 - Extra Operators - Current Contract Language

#### Article 11- Crew Boards - Current Contract Language

#### Article 12 - Extra Boards - Current Contract Language

#### Article 13 - Method of Handling Extra Operator's Lists

New language reflects current practice for assignment, whenever practicable, of VCB and OCB closest to normal schedule as possible.

#### Article 14 - Calling Operators - Current Contract Language

#### Article 15 - Special Assignments - Current Contract Language

#### Article 16 - Special Rules - Current Contract Language

#### Article 17 - Exchange of Regular Assignments - Current Contract Language

#### Article 18 - Making of Reports

New language to reflect current practice of payment to Operators of 10 minutes at straight time rate for completion of the required Operators Daily log.

#### Article 19 - Student Operators/Trainee Schedulers - Current Contract Language

#### Article 20 - Handling U.S. Mail, Baggage, Freight, Express and Newspapers - Current Contract Language

#### Article 21- Schedule Makers Articles/Addendum's of Contract Applicable - Current Contract Language

#### Article 22 - Rail Service

- Right to refuse reduced from 3 times to 2 times.
- Operators can only appeal denial of Rail Operator application to Human Resources.
- If at the end of 90 days a new rail operator cannot master the job, they will go back to bus

operations.

- Reduced to only 2 Rail Operators bidding out of each Rail Line per year.
- Operators leaving Rail for any reason, are not eligible to return for 2 years, both for temporary and permanent positions.

Article 23 - Fair Labor Standard Application - Current Contract Language

Article 24 - Schedule Checkers

Authority and Union, agree to meet to discuss converting all existing Schedule Checkers in bumpable positions to permanent Schedule Checker positions.

Allow Authority to create a pool of extra Schedule Checkers from Full - Time Operators who volunteer for such duty.

Within 90 days of signing of Agreement, Authority and Union will meet to discuss:

Schedule Maker Issues

- Promotion
- Grievance procedure review
- Labor Management Committee
- Establish practice to rehire retirees

Article 25 - B.D.O.F.

- Authority allowed to operate current service with maximum number of B.D.O.F. operators to be 155.
- Additional work to come from "owl" assignments.
- Current BDOF operators to be promoted to Part Time operator ASAP with a deadline of January 2, 2001.
- Automatic promotion rights
- New method for establishing seniority
- 120 day probationary period begins on completion of training, union membership will begin by day 90
- BDOF operators who perform work on a legal holiday will be compensated for all time worked at 1 ½ times their basic wage rate.

Article 26 - Filing of Claims - Procedure- Limitations - Current Contract Language

Article 27 - Discipline Rule - Current Contract Language

Article 28 - Seniority Rules - Current Contract Language

Article 29 - Reduction in Forces - Current Contract Language

Article 30 - Laying Off -

New language in Section 5 (g):

Operators must now present a medical release to the Location manager when returning from indefinite leave. The Location Manager not Human Resources is responsible for arranging the employees

return to work medical exam.

Article 31 - Leave of Absence

New language for compensable Workers' Compensation cases to be placed on special leave and extended beyond the one year leave of absence. Changed language, UTU seniority protected for up to six (6) months if employee transfers into another bargaining unit due to the creation for the new AFSCME union.

Article 32 - Approval of Application

When extending the probationary period for Schedule Makers (I and II) , the Authority shall schedule a meeting, two (2) weeks before the expiration of the probationary period, with the employee, supervisor and Local Chairman to review work performance deficiencies to be addressed by the employee during the extended probationary period.

Article 33 - Efficiency Tests - Current Contract Language

Article 34 - Re-Examinations - Current Contract Language

Article 35 - Service Letter - Current Contract Language

Article 36 - Checking Earnings - Current Contract Language

Article 37- Uniforms

- Use of voucher system, Uniform supplier responsible for maintaining employee's account.
- Increase of \$25 to Uniform Allowance, in year 1, 2, and 3. For a total of \$200, \$225 and \$250

Article 38 - Operators' Quarters - Bulletin Boards - Current Contract Language

Article 39 - Employee Safety

Deleted outdated language in Section 1.

New section 7:

"An incident involving an assault or unprovoked attack must be reported by the employee as soon as reasonably possible. Such incidents reported by supervisory staff or police or fire personnel will satisfy this requirement. Any claim submitted after that time will not be honored nor valid."

Article 40 - Court Appearance and Jury Duty - Current Contract Language

Article 41 - Licenses Paid For

Added new language to reflect agreement with the Union regarding operator responsibility for maintenance of required driver's license, VTT and Medical Card Credentials.

Article 42 - Transportation Privileges - Current Contract Language

Article 43 - Vacations - Current Contract Language

Article 44 - Holidays - Current Contract Language

Article 45 - Group Life Insurance - Current Contract Language

## Article 46 - Health and Welfare

Current schedule of payments until Health and Welfare Trust Fund balance is reduced to seven months of reserves. UTU agrees to allow MTA to appoint one Trustee to UTU-MTA Health and Welfare Trust Fund Board of Directors.

## Article 47 - Sick Leave

Added new language which reflects a work requirement in order to accumulate sick leave. Prorated after ninety (90) days, same as vacation.

## Article 48 - Pension Plan

UTU Pension Plan investment earnings assumption increased from 8.0% to 8.5%.

MTA to pickup 1% of employee contribution to 30 and out base plan.

Benefits will be increased by 1% per year for each full year of service past 23 years. Increases for partial years of service to be prorated in accordance with existing pro rata practices.

"Good Health" statement for lump sum distribution to be eliminated.

## Article 49 - Bereavement Leave - Current Contract Language

## Article 50 - Part - Time Employees

- Union agrees to a maximum of 980 Part -Time employees system wide, 150 will be added in Fiscal Year 2001, 100 will be added in Fiscal Year 2002 and 80 will be added in Fiscal Year 2003.

- Thirty six (36) hours per week maximum with a system wide average of thirty four (34) hours per week.

- VCB 7 days a week

- Paid for work time only

- Able to work "trippers" up to 6 hours 59 minutes

- % of weekends off for Full Time Operators is now calculated on a system wide basis.

## Article 51 - Terms of Contract - Current Contract Language

## Article 52 - Union Shop - Current Contract Language

## Article 53 - Payroll Deductions - Current Contract Language

## Article 54 - Definitions - Current Contract Language

## Article 55 - Assignability Clause - Current Contract Language

## Article 56 - Bargaining During Term of Contract - Current Contract Language

## Article 57 - Effective Date -Duration-Termination

Thirty - Six month agreement, effective July 1, 2000.

## Article 58 - Side Letters

Union agrees to meet in a timely manner to review Side Letters.

Article 59 - Workers' Compensation

Added language to the contract for the MTA and the UTU to jointly implement a Workers' Compensation campaign to include Training, Safety Committees, Ombudsmen Program, Physician Network and Workers; Compensation Handbook.

[Back to MTA Report](#)