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COLLECTIVE BARGAINING AGREEMENT

Between METROPOLITAN SUBURBAN BUS AUTHORITY (also known as "MTA Long Island Bus) and the TRANSPORT WORKERS UNION, LOCAL 252, AFL-CIO covering employees of MTA Long Island Bus Able-Ride paratransit operations.

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COLLECTIVE BARGAINING AGREEMENT

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COLLECTIVE BARGAINING AGREEMENT

Between METROPOLITAN SUBURBAN BUS AUTHORITY
(hereinafter referred to as "MSBA" and also known as MTA
Long Island Bus) and the TRANSPORT WORKERS UNION
OF AMERICA , LOCAL 252, AFL-CIO (hereinafter referred
to as the "Union") covering certain employees of MTA
Long Island Bus Able-Ride paratransit operations.

AGREEMENT made the 6th day of February, 2008, by and between METROPOLITAN SUBURBAN BUS AUTHORITY (hereinafter referred to as "MSBA" and also known as MTA Long Island Bus) (hereinafter designated as the 'Authority', "M.S.B.A.", or the "Employer"), a public benefit corporation of the State of New York and a subsidiary corporation of the Metropolitan Transportation Authority created pursuant to the provisions of Section 1266(5) of the Public Authorities Law of the State of New York, and TRANSPORT WORKERS UNION, LOCAL 252, AFL-CIO (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, MTA Long Island Bus and the Union mutually agree to a collective bargaining agreement covering certain employees of MTA Long Island Bus Able-Ride paratransit operations; and

WHEREAS, the parties are entering into this Agreement in order to establish the hours, rates of pay, working conditions and other conditions of employment of certain employees of MTA Long Island Bus Able-Ride paratransit operations,

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I
RECOGNITION**

The Employer recognizes the Union as the bargaining representative of employees in the titles of Paratransit Operator, Paratransit Mechanic and Paratransit Mechanic's Helper. Employees in these titles shall be subject to the terms and conditions of employment herein agreed upon and shall not be covered by any provisions in the Collective Bargaining Agreement covering fixed route service.

**ARTICLE II
TERM**

This Agreement shall be effective October 15, 2006 through April 15, 2010.

**ARTICLE III
DUES CHECK-OFF**

The Employer shall deduct weekly from the pay of full and part-time covered employees the regular Union dues or equivalent agency shop fee payable by such employees, as is from time to time certified by the Union, provided the employee authorizes such deduction. Automatic agency shop fee payroll deductions shall begin the first day of employment.

**ARTICLE IV
WAGES**

Wages shall be as follows:

Classification	10/16/06 (3%)	10/16/07 (4%)	10/16/08 (3.5%)
Paratransit Operator 1 st and 2 nd year	13.70	14.25	14.75
Paratransit 3 rd year	14.23	14.80	15.32
Paratransit 4 th year	14.68	15.27	15.80

Paratransit 5th year	14.94	15.54	16.08
Mechanic	17.87	18.58	19.23
Mechanic's Helper	14.67	15.26	15.79

ARTICLE V HOURS OF WORK

At the discretion of the Employer, employees shall be designated on a weekly basis as follows:

Full-time: Any employee in any title scheduled to work forty (40) hours in a work week.

Part-time: Any employee in any title scheduled to work less than forty (40) hours in a work week.

Overtime for full-time employees shall be paid after forty (40) hours per week in accordance with the Fair Labor Standards Act.

Overtime payments for all employees, made in accordance with the Fair Labor Standards Act regulations, shall be paid with the wages earned in the same pay period.

The Authority will permit an employee designated by the Union, to be released by Management from their regular duties, for up to two (2) hours per week, as necessary, for the purpose of conducting Union business.

ARTICLE VI VACATION ALLOWANCE

Effective January 1, 2008, full-time employees shall accrue vacation allowance pursuant to the expanded vacation accrual schedules as follows:

<u>Year of Employment</u>	<u>Vacation Day Accrual Rate</u>
1 st	One vacation day for every 416 scheduled hours worked. Maximum of 5 days.
3 rd	One vacation day for every 260 scheduled hours worked. Maximum of 8 days.
5 th	One vacation day for every 208 scheduled hours worked. Maximum of 10 days.

The number of accrued vacation days shall be credited to the employee's leave bank at the beginning of the calendar year following the year in which it was earned. Vacations must be used as follows:

a. The employee must use the accrued vacation allowance in the calendar year following the year in which it was accrued. Employees must request use of vacation day(s) at least thirty (30) days in advance. Responses to requests will be made no later than two (2) weeks prior to the date requested.

b. A full time employee shall be defined as an employee in any title scheduled to work forty (40) hours or more in a workweek. Pay for a vacation day for a full time employee shall be computed at the employee's regular hourly rate of pay times eight (8) hours.

c. The Employer shall determine the number of employees that may be on vacation in any given week. Any conflicts regarding requests for a vacation for the same period of time will be resolved at the discretion of the Employer.

d. Accrued vacation days must be used in the calendar year following accrual. Vacation days must be taken in full-day allowances.

e. Accrued vacation days will be forfeited and will not be paid out to employees terminated as a result of a disciplinary hearing.

Part-time employees who are scheduled to work a minimum of thirty (30) hours in each of the posted picks per year will accrue paid vacation in accordance with the following schedule:

<u>Year of Employment</u>	<u>Vacation Day Accrual Rate</u>
3 rd	Six (6) hours vacation for every 312 scheduled hours worked. Maximum of thirty (30) hours.
5 th	Six (6) hours vacation for every 195 scheduled hours worked. Maximum of forty-eight (48) hours.

The number of accrued vacation hours shall be credited to the employee's leave bank at the beginning of the calendar year following the year in which it was earned.

For the purpose of receiving a vacation allowance as specified above, a part-time employee shall be defined as an employee scheduled to work at least thirty (30) hours but less than forty (40) hours in a workweek. Vacation pay for a part time employee shall be computed at the employee's regular hourly rate of pay times scheduled hours for the day.

Upon qualifying for paid vacation, part-time employees will no longer be eligible to receive unpaid vacation days. However, part time employees shall receive five (5) unpaid vacation days after one (1) year of service.

The parties agree to continue the current practice of considering approved vacation, jury duty, and paid bereavement leave as scheduled hours worked for purposes of computing the vacation allowance. The parties further agree to include military duty, Family and Medical Leave Act leaves, mandatory court appearances, and approved leaves of absence subject to compliance with existing procedures, as they may be amended.

The parties shall continue the current practice of excluding absences from the vacation accrual calculation when an employee is directed by management not to appear for his or her regular scheduled assignment falling on a holiday.

An employee who elects to be off for the holiday in a pick shall have such absence included in his or her vacation accrual calculation.

ARTICLE VII
HOLIDAY DIFFERENTIAL PAY

A full-time employee required to work on any of the following holidays shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay earned by the employee for the holiday worked.

- | | |
|--------------------|-----------------|
| * New Year's Day | * Easter Sunday |
| * Independence Day | * Mother's Day |
| * Thanksgiving Day | * Memorial Day |
| * Christmas Day | * Labor Day |

Employees not required to work on holidays shall not receive holiday pay.

ARTICLE VIII
ATTENDANCE BONUS

Effective January 1, 2008, full-time employees shall receive an attendance bonus of three hundred dollars (\$300.00) per period (six (6) months) provided the employee has performed each scheduled assignment and has not incurred any absences. If a full time employee is absent for one (1) day during the period, he/she shall receive a bonus of one hundred and fifty dollars (\$150.00). Eligible full-time employees shall receive an attendance bonus bi-yearly (twice a year) in which they qualify. Bonuses shall be paid in the month immediately following the qualifying period.

Employees may select one (1) holiday off where they are otherwise required to avail themselves, without effect on their eligibility to receive the bi-yearly attendance bonus. The Authority shall provide a listing of holidays from which employees can select the holiday. Employees will pick in seniority order. The Authority will determine the number of employees who can be off on any one (1) holiday and the Authority reserves the right to fill open work in reverse seniority order.

Effective January 1, 2008, there shall be a bi-yearly (twice a year) attendance bonus for part time employees. To qualify for a bi-yearly bonus, part time employees must be scheduled

to work at least twenty (20) hours per week for each week of the six (6) month period in order to be eligible to receive the bonus.

Part-time employees shall receive an attendance bonus of one hundred and fifty dollars (\$150.00) per period (6 months) provided the employee has performed each scheduled assignment and has not incurred any absences. If a part-time employee is absent for one (1) day during the period, he/she shall receive a bonus of seventy-five dollars (\$75.00).

Employees on approved vacation, jury duty, paid bereavement leave, Family Medical Leave, ordered military duty, and those employees directed in writing to appear in court, shall not be considered absent for attendance bonus purposes.

The parties shall continue the current practice of including absences from an employee's extra work assignment and regular day off assignment as absences disqualifying an employee from receiving the attendance bonus.

The parties shall continue the current practice of excluding absences from the attendance bonus calculations when an employee is directed by management not to appear for his or her regular scheduled assignment falling on a holiday.

An employee who elects to be off for the holiday in a pick shall be disqualified from the attendance bonus for the respective period.

ARTICLE IX HEALTH BENEFITS

Health Benefits:

Full-time employees may elect basic health insurance coverage under the New York State Health Insurance Program (hereinafter referred to as "NYSHIP"). If so elected, such coverage shall begin on the first day of the month following the completion of ninety (90) days of continuous full-time employment with the Employer. The ninety (90) day waiting period for health benefits shall be waived for all Paratransit employees upon promotion to the Fixed Route Bargaining Unit. The Employer and employee contributions for health insurance shall be as

follows for each year of coverage:

Employer Portion:	80%
Employee Portion:	20%

The baseline for determining health insurance premium contributions shall be the prevailing NYSHIP Empire Plan rates for individual or family coverage (excluding prescription drug coverage), as appropriate.

If the employee elects a health insurance coverage option under NYSHIP other than the Empire Plan, the Employer's contribution shall be limited to 80% of the Empire Plan premiums in each year of coverage. The employee shall be liable for additional premium contributions, if any, via an increased payroll deduction.

The employee must submit a completed authorization form to the Employer for deducting the employee's health benefit contributions from his/her wages. The deduction shall be determined by dividing the total annual amount by the number of pay periods in the year.

Employees applying for family coverage shall submit to the Employer acceptable documentation to establish marital status and/or dependent eligibility (i.e. marriage license and birth certificate).

In the event the employee in any given payroll period has insufficient earnings for his/her health benefit contribution, the employee must remit to the Employer the employee's share of the premium costs within ten (10) days of the payroll period. Failure to do so will result in the termination of the health benefit coverage until the next open enrollment period.

All employees who are scheduled to work thirty (30) hours or more per week may elect basic health insurance coverage currently provided to active represented paratransit full-time employees as follows:

- a. in the event a thirty (30) hour per week assignment is unavailable to an employee who was previously scheduled to work thirty (30) hours or more and

who elected to obtain health benefit coverage, and;

b. is able to work the hours required to continue to be eligible for basic health insurance coverage;

c. the employee shall continue to be eligible for health insurance coverage until determined otherwise by the Office of Labor Relations. Any dispute arising from such an occurrence shall be final and not subject to court or arbitral review.

Prescription Drug Coverage:

Effective January 1, 2008 MSBA will offer all active full-time employees who have completed one (1) year of service and are scheduled to work thirty (30) hours or more per week, the option to elect health insurance with prescription drug coverage as currently provided to non-represented full-time employees, as it may be amended. Employees who elect such coverage will increase the monthly premium cost of their health insurance coverage and be responsible for a twenty (20) percent co-pay of the premium amount, as it may be amended, through a payroll deduction. The dollar amount contributed shall be applied on a pre-tax basis and shall be deducted from the gross income reported to the Internal Revenue Service. Only employees who have health insurance may opt to add prescription drug coverage.

Vision Care Benefits:

Effective January 1, 2002, MSBA will offer all active full-time employees who have completed one (1) year of service the vision care benefit as currently provided to non-represented full-time employees, as it may be amended. Employees who elect coverage will contribute fifty percent (50%) of the monthly premium cost, as it may be amended, through a payroll deduction. The dollar amount contributed shall be applied on a pre-tax basis and shall be deducted from the gross income reported to the Internal Revenue Service.

Dental Care:

Effective January 1, 2008 MSBA will offer all active full-time employees who have completed one (1) year of service and are scheduled to work thirty (30) hours or more per week, the option to elect the dental care benefit as currently provided to non-represented full-time employees, as it may be amended. Employees who elect coverage will contribute fifty percent

(50%) of the monthly premium cost, as it may be amended, through a payroll deduction. The dollar amount contributed shall be applied on a pre-tax basis and shall be deducted from the gross income reported to the Internal Revenue Service.

Flu Vaccination Program:

Effective January 1, 2008, the parties agree to continue to offer a yearly flu vaccine program which will provide no cost flu vaccines to employees.

Flexible Spending Accounts:

Effective January 1, 2002, MSBA will offer an IRC Sec. 125 account to each eligible employee to allow for pre-tax contributions for allowable child care and health expenses on the same terms and conditions as currently in effect, as it may be amended.

ARTICLE X
BEREAVEMENT ALLOWANCE

In the event of a death in the immediate family of a full-time employee, he/she shall be excused for up to two (2) eight (8) hour shifts for each documented occurrence and shall be compensated at the employee's regular rate of pay. In the event of a death of a spouse or child of a full time employee, he /she shall be excused for up to three (3) consecutive shifts for each documented occurrence and shall be compensated at the employee's regular rate of pay times eight (8) hours.

In the event of a death in the immediate family of a part-time employee, he/she shall be excused for up to two (2) consecutive tours of duty immediately following the date of death, not including any previously approved leave, and shall be compensated at the employees regular hourly rate of pay. In the event of a death of a spouse or child of a part-time employee, he /she shall be excused for up to three (3) consecutive tours of duty immediately following the death, not including any previously approved leave, and shall be compensated at the employee's regular hourly rate of pay.

a. The employee's immediate family shall be defined as: spouse, child, parent, step-child, step-parent, brother or sister, natural grandparent, parent-in-law and grandchild.

b. Proof of death and proof of relationship is required before the employee will receive compensation.

ARTICLE XI
MILITARY LEAVE

Military leave shall be granted in accordance with applicable law.

ARTICLE XII
JURY DUTY

Employees required to perform jury duty shall be granted leave and paid in accordance with applicable law, as it may be amended. In accordance with New York State Judiciary Law §519, the Employer shall not withhold the first forty dollars (\$40.00) of an employee's daily wages during the first three (3) days of jury service. For each scheduled workday thereafter, an employee shall be excused without pay for each day served. Employees shall submit jury notices to the Employer promptly upon receipt.

ARTICLE XIII
LEAVES OF ABSENCE

Leaves of absence shall be granted in accordance with applicable law.

Sick Leave:

Effective January 1, 2008, subject to the limitations hereinafter set forth, the Authority will grant each employee who shall have been continuously in its employ for at least one (1) year, sick leave with pay on each of the scheduled working days on which he/she is unfit for work on account of illness (excluding on-the-job injury).

Employees must be scheduled to work a minimum of thirty (30) hours in each of the posted picks during the calendar year to qualify to receive paid sick leave as specified below:

<u>Year of Employment</u>	<u>Full Time Days of Sick Leave</u>	<u>Part Time Hours of Sick Leave</u>
1 st	0	0
2 nd	2	12
5 th	4	24

Employees hired between the months of August through December of a calendar year shall receive a pro-rated sick leave accrual in their 2nd year of service as follows:

Full time employee shall receive one (1) sick day
Part-time employee shall receive six (6) hours of sick

Sick leave balances will be credited to each eligible employee's leave bank at the beginning of the calendar year.

For the purpose of receiving sick leave pay as specified above:

A full-time employee shall be defined as an employee in any title scheduled to work forty (40) hours in a workweek. Pay for a sick leave day for a full time employee shall be computed at the employee's regular hourly rate of pay times eight (8) hours. No sick leave will be allowed for absences less than a full working day.

A part-time employee shall be defined as an employee scheduled to work at least thirty (30) hours but less than forty (40) hours in a workweek. Pay for sick leave for a part time employee shall be computed at the employee's regular hourly rate of pay times the employee's scheduled work hours for the day they call in sick. Sick pay shall not exceed the available balance of sick leave hours in the employees leave bank. No sick leave will be allowed for absences less than a full working day for the employee.

To be entitled for 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 (1) hour before the commencement of his/her tour of duty for that day (two (2) hours on contractually specified holidays), cause notice of the illness and the place and telephone number where he/she can be found during such illness, to be given by telephone, messenger, or otherwise to his/her appropriate supervisor. Except where it is impossible to do so, failure to cause such notice to be given shall deprive the employee of his/her right to be paid for such tour of duty and may result in disciplinary action.

The Authority reserves the right to investigate any and all employees reporting sick.

An employee who is absent due to illness for whom a replacement is necessary, shall notify his/her appropriate supervisor of his/her intent to return to duty by twelve noon on the day preceding his return to duty, in order to be entitled to return to work.

All sick days/hours earned and unused up to a total of four (4) days/twenty-four (24) hours in any contract year during the term of this Agreement will be paid in a lump sum in December of the year in which it was earned.

Should any employee voluntarily/involuntarily terminate his/her employment with the Authority, retire or leave the bargaining unit, no accumulated sick pay can be used or paid out to the employee.

Paid sick leave shall not be considered work time for the purpose of computing overtime payments. All FLSA regulations shall apply.

ARTICLE XIV PROBATION

New employees shall be on probation for six (6) months from the first day of employment during which they will be considered an employee at will. During probation the employee will be subject to the provisions of Article III.

ARTICLE XV SENIORITY

Seniority shall, for the purposes of this Agreement, be defined as an employee's length of continuous service since his/her first date of hire, less any adjustments due to layoff, approved leave of absence without pay, or other breaks in service.

Full-time paratransit positions shall be offered to part-time paratransit employees as positions become available. Seniority shall apply for purposes of selecting scheduled tours of duty as determined by the Employer.

Seniority does not apply and shall not be required to be used as a determining factor in assigning particular types of work to employees within a title, or in assigning employees to tasks involving particular equipment or places of work.

ARTICLE XVI MANAGEMENT RIGHTS

Management reserves the right to: determine the standards of services to be offered; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of operations; determine the methods, means and personnel by which its operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE XVII LAYOFF PROVISIONS

In the event of a layoff and resulting reassignment of work, the employee's date of seniority shall be used to determine the work schedule of those employees retained by the Employer. A full-time employee accepting a part-time position shall not be covered by the provisions of this Agreement regarding full-time employees. Recall after a layoff will be determined by qualifications as indicated by the employee's previous record as a paratransit employee and at the discretion of the Employer. Recall can be for both paratransit or limited assignment positions. An employee who does not accept a re-hire offer will have waived all rights to a position with the Employer.

ARTICLE XVIII GRIEVANCE AND DISCIPLINARY PROCEDURE

Grievance Procedure:

A two-step grievance procedure shall be implemented.

STEP I: Any employee who has a grievance shall submit a completed grievance form to his/her supervisor within three (3) days after the grievance's

subject matter arose. In the event that the matter is not resolved within ten (10) days after the timely receipt of the grievance by the Employer, and upon the employee's request, the matter will proceed to a Step II hearing.

STEP II: Any matter not resolved at the Step I hearing, including disputes concerning the interpretation or application of the provisions of this Agreement, at the written request of the party hereto desiring arbitration and such request being made in the time limit set forth above, the matter shall then be submitted for decision to Impartial Arbitration. All written requests will be made to the Arbitrator with a copy of the request forwarded to the opposing side.

Disciplinary Procedure:

A three-step procedure for disciplinary actions shall be implemented.

STEP I: Step I disciplinary actions shall be held at the 947 Stewart Avenue Garage located in Westbury, New York 11590. All decisions shall be reviewed by the Shop Steward on behalf of the Union and the Depot Manager on behalf of M.S.B.A. All appeals of Step I disciplinary actions must be made within three (3) days of the written Step I decision.

STEP II: The disciplinary action at Step I shall include a Step II review by the Office of Labor Relations. Appeals of the Step II decision by the Office of Labor Relations must be made within ten (10) days of the written decision.

STEP III: Step II appeals shall be subject to impartial arbitration culminating in a final and binding award in accordance with the current provisions of the existing Agreement.

a. Time limitations as provided for herein, shall in every case be exclusive of Saturdays, Sundays and those holidays listed in the Employer's Holiday Leave Schedule.

b. In any matter presented to the Impartial Arbitrator for decision involving theft of property and/or services or intoxication/impairment of any employee while on duty, the only question to be determined by the Impartial Arbitrator shall be with respect to the fact of such theft or intoxication, as the case may be, and if the fact of theft or intoxication is found by the Impartial Arbitrator, then the action by the Employer, based thereon, shall be affirmed and sustained by the Impartial Arbitrator.

c. An Impartial Arbitrator mutually acceptable to the Union and the Employer will be selected.

d. In the event the Union and M.S.B.A. do not mutually accept one arbitrator, either party can request that another arbitrator be selected, thereby creating a panel of two (2) arbitrators. In the event one party decides to select another arbitrator, notice shall be provided to the other party as follows:

- (i) Written notice of the decision to select another arbitrator shall be given to the other party.
- (ii) Any matter requiring arbitration pending the selection of an arbitrator shall be submitted to the remaining arbitrator.
- (iii) Within ten (10) days of the written notice, both parties shall meet and review the qualification of five (5) arbitrators mutually acceptable to both parties.
- (iv) Within five (5) days after the meeting referenced above, the parties shall meet and alternately strike from the list of five (5) arbitrators the name of an arbitrator from the list until only one

(1) remains. The remaining arbitrator shall act as the additional impartial arbitrator to be used in the manner described below.

- (v) Once two (2) arbitrators have been selected in accordance with the procedure specified above, all matters submitted to arbitration shall be rotated between the two (2) arbitrators thereby preventing the same arbitrator from presiding over consecutive hearings unless the matter is a continuance of a previously scheduled arbitration hearing.
- (vi) The arbitrator's fees and expenses shall be split equally by the parties. The arbitrator shall render a written decision as soon as possible after the conclusion of the hearing. In the event that a decision is not rendered within thirty (30) days, the parties will jointly schedule a conference by telephone with the arbitrator to review the status of the decision.
- (vii) Both parties reserve all their respective rights to, at any time and in writing, object to the continued use of a previously selected arbitrator.

ARTICLE XIX RULES AND REGULATIONS

Employees will observe the rules and regulations promulgated from time to time by the Employer.

ARTICLE XX
LICENSE REQUIREMENT/
COMMERCIAL DRIVER'S LICENSE

Each employee must possess a valid Commercial Driver's License at all times. An employee who does not have a valid license will be dismissed. All applicable state and federal regulations shall apply.

Commencing May 1, 1999, M.S.B.A. will reimburse employees for the fee associated with the renewal of a Commercial Drivers License expiring after April 1, 1999. M.S.B.A. will only reimburse employees who hold positions which require a Commercial Driver's License and have completed one (1) year of service. The reimbursement shall not exceed the fee related to the license and endorsements required to perform the applicable job function.

ARTICLE XXI
AMERICANS WITH DISABILITIES (ADA) REQUIREMENTS

At the Employer's request, paratransit bus operators shall make any required connections with the Employer's regular operation buses when accommodating paratransit customers. All other applicable ADA requirements shall apply.

ARTICLE XXII
UNIFORMS AND SAFETY SHOES

Uniforms:

Uniforms issued by the Employer shall be worn by employees when reporting for work.

The current dress code requirements referenced in the Step I Grievance decision dated November 5, 1997 (attached hereto as Exhibit "A") shall be amended at the discretion of the Senior Vice-President of Operations after receiving recommendations from the joint labor/management Uniform Committee.

The annual uniform maintenance allowance for Mechanic's and Mechanic's Helpers shall be eliminated effective September 25, 2001.

Effective September 25, 2001, maintenance employees at Paratransit shall be issued uniforms. MSBA will provide for the weekly cleaning and maintenance of the uniforms. Employees must wear the uniforms provided. Employees will be responsible for reimbursing MSBA the cost for the loss or destruction of uniforms, unless such loss or destruction occurred while performing his or her job function.

The annual uniform allowance for incumbent Paratransit Bus Operators shall be converted to an annual uniform credit system effective January 1, 2002. Employees hired after September 25, 2001 shall receive an annual uniform credit on their date of hire and every year thereafter.

Each part-time Bus Operator will be credited an annual uniform credit of \$100.00. Each full-time Bus Operator will be credited with an annual uniform credit of \$140.00. The cost of each uniform item issued will be deducted from the uniform credit until the credit is exhausted, at which time no new uniform items will be issued until the credit is restored. Unused credit will accumulate, but in no event will it be paid out as cash.

Safety Shoes:

For each eligible Mechanic and Mechanic's Helper, MSBA will pay a maximum amount of \$95.00 annually. For each eligible Paratransit Bus Operator, MSBA will pay a maximum amount of \$85.00 annually. Employees will be fitted for

and will pick up shoes on their own time. Employees will be required to wear safety shoes (steel toes) and women's style shoes during work hours. Employees must purchase their shoes within thirty (30) days of their benefit eligibility date or forfeit the benefit.

Employees may only purchase shoes designated by management and only from an approved vendor. The provision of safety shoes will be governed by the terms of the purchase contract, as they may be amended. Employees who select an approved shoe that exceeds the dollar value of this benefit shall be responsible for making a co-payment for the difference at the point of sale. An inactive employee who returns to active pay status will be eligible to receive his/her shoes after actually returning to work.

ARTICLE XXIII MEDICALS

At the Employer's request, employees will report to the Medical Office for examination by the Medical Director.

ARTICLE XXIV ACCIDENT REPORTS

Employees shall submit completed accident, occurrence, or any other reports when required by the Employer.

ARTICLE XXV SUBSTANCE ABUSE POLICY

The Employer's Revised Standard Operating Procedure ("SOP") on Alcohol, Drugs and Substance Abuse dated December 31, 2002 shall apply to all employees covered by this Agreement.

The parties agree that a confirmed positive result for marijuana, or

cocaine, or opiates, or amphetamines, or phencyclidine, or a refusal to submit to testing, on any company authorized drug screening test, or on any drug screening test authorized by the U.S. Department of Transportation's Federal Transit Administration, shall result in dismissal from employment.

If the union appeals an employee's dismissal for a confirmed positive drug test result or for a refusal to submit to testing, 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.

ARTICLE XXVI SUBCONTRACTING

The Employer shall have the exclusive right, in its sole discretion, to subcontract out any part or all of the paratransit operation, including, but not limited to:

- a. the operation of the paratransit vehicles;
- b. any and all of the maintenance functions performed to maintain and repair the vehicles, including the equipment used for or in connection with paratransit operations.

In the event that the Employer exercises its right to subcontract the paratransit operation in its entirety, this Agreement will terminate.

ARTICLE XXVII EMERGENCY AND SAFETY SERVICE

Any assignment of fixed route employees to paratransit operations during an emergency or other situation where safety is a factor shall not give rise to a claim that the work performed is fixed route bargaining unit work.

ARTICLE XXVIII
UPGRADED FIRST AID KIT

The parties agree to continue to provide upgraded first aid kits for use by Paratransit Operators on all Paratransit buses.

ARTICLE XXIX
SHORT TERM DISABILITY INSURANCE

Effective as soon as practicable, M.S.B.A. agrees to provide all employees with short term disability insurance in accordance with the following:

- (a) all employees who are scheduled to work thirty (30) hours or more per week shall be covered by the current short term disability insurance described below and provided by M.S.B.A. to active employees represented by the Union. In the event a thirty (30) hour per week assignment is unavailable to an employee who was previously scheduled to work thirty (30) hours or more and who was eligible for short term disability insurance coverage, and
- (b) is able to work the hours required to be eligible for short term disability insurance;
- (c) the employee shall continue to be eligible for short term disability insurance until determined otherwise by the Office of Labor Relations. Any dispute arising from such an occurrence shall be final and not subject to court or arbitral review.

After a seven (7) day elimination period, eligible employees are covered for fifty percent (50%) of earnings up to \$170 per week for a maximum of twenty-six

(26) weeks. If an employee is hospitalized, benefits can begin as early as the first day of disability.

ARTICLE XXX
FITNESS FOR DUTY/SUSPENSION PAY

Employees who are out of service as a result of a Fitness for Duty Test shall not receive pay for the time period related to obtaining the test results.

In the event depot supervision offers the out of service employee a non-safety sensitive assignment which the employee accepts, the employee shall be paid for time actually worked at his/her regular rate of pay.

ARTICLE XXXI
TRANSPORTATION DEPARTMENT

Upon returning to the depot, bus operators shall be responsible for, but not limited to, the following:

- (a) Keeping the interior of their vehicle clean and neat, sweeping the floors, closing the windows, etc.
- (b) Insuring that the "Q-Straints" are returned to their original position and reporting any missing or defective broken bus equipment to the appropriate supervisor.
- (c) Moving and leaving vehicles in the yard as directed by supervisory personnel.

ARTICLE XXXII
DEFERRED COMPENSATION PLAN

The parties to this Agreement agree to permit full-time paratransit

employees in the bargaining unit to participate in M.S.B.A.'s current 457 Deferred Compensation Plan.

Effective on the earliest practicable date, but in no event later than January 1, 2002, MSBA will offer employees the option of opening a 401(k) account on the same terms and conditions as currently in effect, as it may be amended.

ARTICLE XXXIII LONGEVITY PAYMENTS

Effective January 1, 2002, active Paratransit employees who completed five (5) years of continuous service in a title covered by this collective bargaining agreement shall receive an annual longevity payment of five hundred dollars (\$500.00) on the anniversary of their date of hire. Inactive employees shall be eligible to receive this payment upon their return to active work status. This payment shall be made in an employee's regular paycheck. Continuous service in the title of Limited Assignment Bus Operator immediately prior to an employee's date of hire into a Paratransit title shall be deemed eligible service for the purpose of this payment. An employee who resigns, retires, or is terminated before their anniversary date shall not be eligible for their longevity payment. An employee absent from half of their scheduled tours of duty in the twelve (12) months preceding their anniversary date will not be eligible to receive a longevity payment for that anniversary date.

ARTICLE XXXIV
BIWEEKLY PAYROLL AND DIRECT DEPOSIT

The existing weekly payroll system will be eliminated and substituted with a biweekly payroll system. With the institution of a biweekly payroll system, hourly employees will have the option of directly depositing their paychecks with their banking establishments subject to submitting proper authorization.

Wherever the practice of providing hourly employee with paid check-cashing time exists, it shall be eliminated once the option of direct deposit becomes available. Thereafter, it shall be a violation of rules for an employee to cash his paycheck during paid working hours.

With the institution of a biweekly payroll system, employees will not be eligible for vacation advances. With the institution of a biweekly payroll system, employees will receive necessary payroll adjustments in the next biweekly paycheck. Provision of an additional paycheck, in between biweekly pay dates, will be allowed only for hardship cases and will be at the sole discretion of management.

ARTICLE XXXV
FINE IN LIEU OF SUSPENSION

The parties agree that the contract will be amended to allow an employee the option, upon mutual agreement of the parties, to work for any period of suspension at an hourly rate of pay equal to seventy percent (70%) of the employee's contractual rate of pay.

This voluntary thirty percent (30%) reduction in an employee's hourly

rate of pay shall only be for his or her regular work schedule and shall constitute a fine in lieu of suspension. For purposes of progressive discipline, the only penalty reflected on the employee's record will be the suspension time imposed. This provision will not apply to employees who are suspended prior to the disciplinary process.

ARTICLE XXXVI
FLEXIBLE REPORT AND CLEAR
TIMES FOR BUS OPERATORS

The parties agree to establish bus operator schedules with flexible report and clear times for up to nineteen (19) Full-Time Paratransit Bus Operators as soon as practicable, at the Authority's discretion.

The purpose of these schedules shall be to allow management flexibility in scheduling its bus operator workforce to more efficiently accommodate the daily service demands of its Paratransit customers. Bus Operators covered by this provision shall have flexible report and clear times for each tour of duty. The report and clear time shall each vary within the confines of a six (6) hour window identified on the posted schedule selection within the depot. Employees shall call into Paratransit at a set time each day before their tour of duty to learn their scheduled report and clear time for the next day. Schedule changes under this system will be both posted in writing in the depot and recorded on the depot's automated telephone system for operators to access via the depot's telephone number.

The daily report time, clear time, and scheduled hours may vary from day to day in accordance with the needs of service. Employees who select a flexible

schedule will receive a shift differential of \$0.75 per hour for regularly scheduled hours actually worked (forty (40) hours per week) regardless of whether or not the employee's schedule was modified. Flexible schedule modifications will be based on the needs of service. In the event management determines that more than one (1) employee on a flexible schedule is available to be shifted at a given time, employees shall be assigned schedule shifts in either reverse seniority order, or another order mutually agreeable to both parties. In the event management determines that more than one (1) employee on the flexible schedule system is available to be extended at a given time, employees shall be assigned extended tours based upon low overtime hours for the week.

ARTICLE XXXVII CANCELLATION OF EXTRA/RDO ASSIGNMENTS

Effective September 25, 2001, the parties agree that management shall have the right to cancel extra work and regular day off bus operator assignments that become unnecessary or inefficient due to an abnormally large number of customer cancellations of scheduled trips in the Paratransit system. Employees will not be paid for cancelled work assignments. The decision to cancel work assignments shall be at the sole discretion of either the Director of Paratransit Services or the Vice President of Operations.

Work assignments may be cancelled until two (2) hours before the scheduled report time. Notification of cancelled work assignments will be posted at the depot in writing as soon as practical but not less than two (2) hours before the scheduled report time of the run. Additionally, management will make a good faith

effort to reach the employee by telephone no less than two (2) hours before his/her scheduled report time at a telephone number provided by the employee to MSBA. Cancellations will also be recorded on the depot's automated telephone system for operators to access via the depot's telephone number.

ARTICLE XXXVIII REGIONAL BUS COMPANY

The parties agree that the distinctions that currently exist between the bus operations at MSBA and other surface transportation providers in the region do not well serve the riding public or the members of the union. In furtherance of that mutual recognition, the parties agree to participate on a senior level labor/management executive committee. This committee will be charged with developing a plan to consolidate the bus operations at MSBA and the other surface transportation providers into a new subsidiary of the Metropolitan Transportation Authority. The purpose of such consolidated bus company would be providing efficient, cost effective bus service in the metropolitan region transportation district.

The Committee will identify impediments to the creation and efficient operation of such regional bus authority and recommend solutions to said impediments. If the parties agree that such consolidated bus company is feasible and have resolved outstanding issues, then required legislation should be jointly drafted and supported.

ARTICLE XXXIX
ASSAULT PAY

The parties agree that an employee required to lose time due to injuries received while in an unprovoked assault while on duty and engaged in the performance of his/her work shall receive the same pay that he/she would have received had he/she been regularly employed for the first one (1) to five (5) days of absence. Assault pay shall be determined by the employee's regularly scheduled assignment.

ARTICLE XXXX
LABOR MANAGEMENT COMMITTEE

The parties agree to establish a Labor Management Committee consisting of two (2) management representatives and two (2) union representatives. The function of the Committee will be to meet periodically to review various issues, including but not limited to work rules, customer relations, disciplinary procedures, employee availability and any other issues as the parties from time to time, by agreement, may refer to the Committee for review and resolution. Issues that remain unresolved by the Committee may be referred in writing, as required, to the Presidents of the Authority and the Union for discussion and possible resolution.

ARTICLE XXXXI
INTEGRATION AGREEMENT

The Authority and the Union agree to the elimination of the artificial distinctions between LI Bus and any other bus entities merged into or made a part of an MTA agency or subsidiary responsible for omnibus operations within the MTA's transportation district, and the various hourly bargaining units. To that end, both parties

agree as follows:

A. Upon the full and final ratification of this Agreement, all impediments to the free movement and commingling of equipment, personnel and bus routes between LI Bus and the hourly bargaining units of the other bus operating entities in MTA agencies or subsidiaries responsible for omnibus operations within the MTA's transportation district, shall be eliminated except as modified herein or by agreement of the parties.

B. The parties further agree that the issue of seniority for annual pick purposes will be decided as follows:

- Employees who were appointed prior to the date established in paragraph A herein will continue the current seniority system for purposes of picking positions that are posted within their current bargaining unit jurisdictions. They can also pick into another jurisdiction or bargaining unit after the employees who will be granted super-seniority in that jurisdiction or bargaining unit have picked. Those employees appointed on or after the date established in paragraph A herein will be placed on a common seniority list and can select open positions that are available in any area of the operation after the "grandfathered" employees as set forth above have picked.
- If a "grandfathered" employee opts to pick into another jurisdiction or bargaining unit, that employee will be placed at

the bottom of the super-seniority list for that jurisdiction or bargaining unit for subsequent picks. Employees who opt to pick into another jurisdiction or bargaining unit and subsequently pick to return to the original jurisdiction and bargaining unit shall be placed at the bottom of the seniority list. In the event multiple employees with super-seniority pick into another jurisdiction, seniority will be based on date of appointment to title.

- This seniority system will remain in place until the hourly unions agree to a different seniority system and LI Bus and the other MTA agencies or subsidiaries responsible for omnibus operations within the MTA's transportation district determines that the system is consistent with the needs of service.

C. Those employees picking a reporting location, i.e. the location where an employee commences his/her day's work shall be represented by the union that represents employees in that location.

D. The parties recognize that the transition from the current system to a seamless bus system will require additional good faith discussions by the parties. LI Bus will approach these discussions with respect and appropriate flexibility. The MTA will not utilize this Agreement to artificially reduce the headcount of one bargaining unit in favor of another unit. However, it will

utilize the Agreement to improve bus operations including maintenance, and to implement efficiencies in the department/divisions that provide support to MTA agencies or subsidiaries responsible for omnibus operations within the MTA's transportation district.

E. The parties agree that the purpose of this Agreement is not to eliminate any collective bargaining unit.

ARTICLE XXXXII CONTINUATION OF TERMS

Except as otherwise expressly provided in this Agreement, all provisions and Stipulations attached to the previous Collective Bargaining Agreement, as amended, shall continue in effect.

TO THE EXTENT THAT ANY OF THE PROVISIONS OF THIS AGREEMENT REQUIRE APPROVAL OF, OR ARE SUBJECT TO MODIFICATION BY, FEDERAL OR STATE AGENCIES 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 PROVISIONS 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. IT IS FURTHER AGREED THAT THE PARTIES WILL JOINTLY SEEK SUCH APPROVAL WHERE REQUIRED.

Exhibit "A"



Long Island Bus

CONTRACT INTERPRETATION GRIEVANCE FORM STEP I

Grievored Employee
Mgt Representative
Union Representative
Date of Hearing

W. Lewis & J. Manos TWU Shop Stewards at Stewart Avenue Depot on behalf of all bus operators
Michael Stanisich, Assistant Manager of Labor Relations
Hank Eulo, Transportation Shop Steward, Rockville Centre Depot
11/05/97

Discussion: October 11, 1997 TWU Shop Steward Wayne Lewis filed a grievance alleging violation of Article XXII of the Collective Bargaining Agreement between TWU Local 252 Paratransit Division and MTA Long Island Bus citing the fact that the employer has not issued uniforms to employees. The grievance sought the issuance of uniforms to all employees as the remedy to the grievance. On October 13, 1997 JoAnn Zarnoch, Senior Director of Paratransit Programs, properly denied the grievance based upon clear contractual language that did not obligate the issuance of uniforms but rather mandated that employees wear any uniforms issued. The union notified management of its intent to arbitrate this issue. However, being that the issue remains unresolved, that the lack of uniforms and use of employees personal clothing presents legitimate issues of concern, the initial Step I Grievance Decision is set aside and replaced with this decision. In an effort to ease the restrictiveness of the current dress codes and resulting financial burden the following award is issued:

- 1) The initial remedy sought by the union is denied based upon clear contractual language. Article XXII does not obligate management to provide uniforms to employees, it only require that uniforms be worn in the event that they are issued.
- 2) The dress codes (summer and winter) are modified to allow Paratransit and Limited Assignment Bus Operators are to wear any solid light color or conservative striped collared shirt. "Light" is defined as moderate or mild in color.
- 3) The dress code is further amended to allow for any type tie, the color of which shall be dark. Conservative patterns and stripes shall be allowed. Icons, graphics, cartoons, verbiage, etc, are not authorized tie wear.
- 4) The dress code is amended to allow for operators to wear black sneakers in lieu of black oxford shoes. In all cases socks shall be worn with shoes although the socks may be either black or white.
- 5) The dress code is amended to allow for any type of dark colored pant including black or blue jeans.
- 6) The winter dress code is amended to allow operators to wear any type of winter jacket without regards to color or style.
- 7) Management shall continue to make the final determination on a case by case basis as to what garments are acceptable for an employee to wear at work. Management shall be guided in this determination by its business interest in projecting a professional and clean appearance to the public at all times which conforms to public safety concerns. As a general rule garments should not contain graphics, advertising, advocacy, or promotions. All items should be neat, clean, in good repair, and project a professional appearance.
- 8) The parties agree to remand the issue of uniforms to collective bargaining for further discussion.

Michael Stanisich
AMR 11-13-97

Wayne Eulo



Metropolitan
Suburban
Bus Authority

CONTRACT INTERPRETATION GRIEVANCE FORM — STEP 1

Date Submitted 10-11-97

Union T.W.U. 2 FEE

Label Exhibit A

Wayne Lewis

Aggrieved Employee ALL DRIVE

I.D. No. _____

Employee Signature Victor [unclear] (of [unclear])

Work Location STEWART AVE

Nature Of Grievance (Cite contract clause, written working condition, rule or resolution of the Authority violated; or other basis for complaint)

ARTICLE XXII T.W.U. CONTRACT

Statement Of Facts, include date(s) of occurrence (use additional sheets if required)

EMPLOYER HAS FAILED TO ISSUE UNIFORMS

Remedy Sought ISSUE UNIFORMS TO ALL EMPLOYEES

(ABOVE SECTION MUST BE COMPLETED BY THE EMPLOYEE OR THE UNION REPRESENTATIVE BEFORE A HEARING IS SCHEDULED)
FORM MUST BE SUBMITTED TO LOCATION CHIEF OR DEPARTMENT HEAD AS APPROPRIATE WITHIN 5 DAYS OF OCCURRENCE

Department Grievance # _____

Date Received By Department 10/13/97

Date Of Hearing _____

Date Of Decision 10/14/97

Decision Denied. Article XXII does not obligate the issuance of uniforms. To date, no uniforms have been issued.

[Signature]
Location Chief/Department Head/Designee

APPEAL MUST BE SUBMITTED TO GENERAL MANAGER/DESIGNEE WITHIN 3 DAYS OF RECEIPT OF DECISION.

Date Decision Received _____

I Accept This Decision _____

I Wish To Appeal This Decision For The Following Reason _____

Employee Signature _____
Date _____


Union Representative [Signature]
Date _____

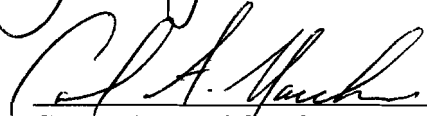
IN WITNESS WHEREOF, the parties have set their hands and seals as of the
day and year first above written.

**TRANSPORT WORKERS UNION,
LOCAL 252, AFL-CIO**

By: 
PATRICIA BOWDEN, PRESIDENT

METROPOLITAN SUBURBAN BUS AUTHORITY

By: 
JOSEPH SMITH, PRESIDENT

By: 
CARL A. MACCHIO, DIRECTOR,
LABOR RELATIONS