

1. Is it true we're paying for the raises and benefit improvements ourselves?

No, we're not paying for the gains in this contract. Far from it. The 0.5% (one half of one percent) increase in the healthcare deduction provides the MTA with \$21.5 million in savings. The MTA will save an additional \$4.5 million from stretching out the time to top pay to five years. The value of the wage increases alone comes to \$538 million. Then there's tens of millions more in improved family and medical benefits.

2. Does this contract undermine the unions at LIRR?

No. When you compare raises and benefits for the period covered by the Presidential Emergency Board recommendations for LIRR, the value of the TWU agreement is higher. In fact, the LIRR unions are using our proposed contract as leverage to win an improved recommendation from the second PEB.

3. What's the story behind the \$6 million going into a special fund "for permissible purposes"?

That fund, the Labor Benefit Fund, was established by the previous administration. It has been used to pay for union reps to be released to represent members. **(For example, the 14 barn chairs in CED are released 20 hours per week to do union work. Those hours are paid out of this fund).** It's been used to pay for health insurance for TA and OA employees on the union payroll. It was even used to pay for those blue emergency packs the previous administration handed out. It will help pay for the Local's cultural events, as well. This agreement simply continues the funding. By the way, the fund is held by the MTA, not the union.

4. Will the spouses of current retirees be covered by the spousal insurance benefit if the retiree dies?

No, this only covers the spouses of current TA and OA workers who retire after the contract is ratified.

5. Why won't every member be able to ride free on MNRR and LIRR?

Quite simply, the MTA wouldn't budge on this. We won free rides for the people who are most affected by having to pay for MNRR and LIRR and did away with the insanity of having to pay the MTA to come to work at the MTA. In future contract talks, we'll work to expand this benefit to the entire membership.

6. Why are we paying more for healthcare?

That door was opened by the settlement after the 2005 strike. Workers everywhere are paying larger and larger portions of the cost for insurance. Most of the state workers' unions in NY agreed to increases of around \$5000/yr from each member. We held the increase as low as we could, to about \$6.00 a week. In exchange we won substantial benefit improvements for active workers. **The healthcare deduction continues to be on 40 hours pay.**



On the Proposed CONTRACT

7. Does the five-year term of this contract mean that we are agreeing to five year contracts in the future?

No, the agreement explicitly states that the five-year term is, "non-precedential".

8. Why did we agree to stretch out the time to receive top pay to five years for new hires?

The MTA's demands on wages, healthcare costs and work rules would have devastated our union and its members. As you know, other unions in the state accepted similar demands. We didn't. We fought back hard and moved them off of most of their demands. But if we had simply kept saying "no" to everything, we would have been forced into binding arbitration. We weren't in a position to strike and we didn't want to risk binding arbitration, so we agreed to the least damaging of the MTA's major demands. We rejected their effort to permanently lower any title's wage rates. And we made sure that new hires receive the full benefit of other gains. **(For example, new members will be entitled to the full two-week leave if they or their partner have a child, even if they are still on probation.)** They will also continue to receive the full four weeks vacation after three years.

9. Why didn't we go to binding arbitration?

If we had gone to arbitration, the MTA would have tried to bind us to the three zeroes accepted by other state workers' unions. We would have been caught between that pattern and one that will soon be set by the city contracts, where the mayor, like the governor, is seeking zeroes and big increases in healthcare payments. All of the MTA's work rule demands would have been back on the table, too.

Just as important, we wanted the members of TWU 100, not an arbitrator, to decide if this would be our contract.

By holding out and fighting back for over two years, we were able to smash the MTA's effort to impose zeroes, big increases in healthcare deductions, and major changes to our working conditions – such as part-time B/Os, the expansion of OPTO and the privatization of station cleaning and maintenance. We won raises in every year with full retroactivity, as well as substantial improvements to important benefits. We didn't get everything we wanted, but this contract is a solid win for TWU members.

Check the TWU Website Often for More Details on the tentative contract: www.twulocal100.org

Ballots go out to all TA/OA members in good standing on May 2, 2014. The American Arbitration Association is conducting the vote.

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