



**Cornell University**  
**ILR School**

### **NYS PERB Contract Collection – Metadata Header**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### **Contract Database Metadata Elements**

**Title: New York City Transit Authority and the Manhattan and Bronx Surface Transit Operating Authority and New York City Transit Authority Special Inspectors, United Federation of Law Enforcement Officers (2001)**

**Employer Name: New York City Transit Authority and the Manhattan and Bronx Surface Transit Operating Authority**

**Union: New York City Transit Authority Special Inspectors, United Federation of Law Enforcement Officers**

Local:

Effective Date: **01/16/01**

Expiration Date: **04/15/04**

PERB ID Number: **7871**

Unit Size: **11**

Number of Pages: **4**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

5-6/21/04

INS  
7871

## MEMORANDUM OF UNDERSTANDING

Agreement made between the NEW YORK CITY TRANSIT AUTHORITY and the MANHATTAN AND BRONX SURFACE TRANSIT OPERATING AUTHORITY (hereinafter referred to as the "Authorities") and the UNITED FEDERATION OF LAW ENFORCEMENT OFFICERS (hereinafter referred to as the "Union")

It is mutually agreed that the Collective Bargaining Agreement between the Authority and the Union shall be amended as follows:

1. Term of Agreement

The term of the agreement shall commence on January 16, 2001 and conclude on April 15, 2004.

2. Wages

1. The wage rates for the employees represented by the Union shall be increased as follows:

Effective January 16, 2001, the rates of pay that were in effect on January 15, 2001 shall be increased by 5%.

Effective January 16, 2002, the rates of pay that were in effect on January 15, 2002 shall be increased by 3%.

Effective January 16, 2003, the rates of pay that were in effect on January 15, 2003 shall be increased by 4%.

2. Effective upon final ratification and approval, employees hired after November 6, 1998 and before March 1, 2000 shall be given a one year credit towards wage progression. It is understood that this one year credit is for wage progression purposes only.

3. Longevity Payments

Commencing immediately upon full and final ratification, longevity payments, which are being paid biweekly, will be paid in a lump sum on the last payroll period in November. Employees who resign, die, retire or are promoted to a title that does not receive longevity payments before the payment for longevity is made will be paid a pro-rata share of the longevity payment. All other aspects of the longevity payments will remain the same.

**RECEIVED**

MAY 17 2004

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

4. Special Inspector Performance Bonus

Effective January 16, 2001, the Special Inspector merit bonus shall be increased from \$1,000.00 to \$1,650.00 and shall be open to all Special Inspectors. All other terms and conditions of the Special Inspector merit bonus program shall continue to apply.

The Peace Officer Bonus shall be eliminated.

5. Health Benefits

Effective upon final ratification and approval, the employee contribution towards medical benefits shall be increased from \$10.00 to \$15.00 per pay period.

In addition, employees will be given the option to opt out of participation in NYSHIP in accordance with Authority guidelines. The parties agree that if changes are made to the opt out program, the Authority's only obligation is to notify the Union of such changes.

6. Pension

Effective upon full and final ratification, the Authority agrees to allow the employees to participate in the amended NYCERS and MaBSTOA Pension Plans, whichever is applicable to the employee.

7. Flexible Spending Accounts

Effective January 1, 2003, the Authority agrees to offer employees represented by the Union Medical Spending and/or Dependant Care accounts as defined under Section 125 of the IRS Code.

8. Annuity Plan

Employees represented by the Union shall have the opportunity to participate in a 401K and/or 457 Tax Deferred Annuity Plan as allowed by law.

9. Tuition Reimbursement

The Authority will offer tuition reimbursement benefits in accordance with the Authority's Tuition Reimbursement Program. The parties agree that if changes are made to the tuition reimbursement program, the Authority's only obligation is to notify the Union of such changes.

10. TransitChek

Effective as soon as practicable, the Authority will offer TransitChek benefits to employees who express interest.

11. Regional Bus Company

The parties agree that the artificial distinctions that currently exist between the bus operations at the Transit Authority and the Operating Authority do not well serve the riding public or the members of the Union. In furtherance of that mutual recognition the parties agree to convene a senior level labor/management executive committee. This committee will be charged with developing a plan to consolidate the bus operations at the Transit Authority and the Operating Authority 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 Parties agree that the Committee will convene no later than 30 days following full and final ratification of this Agreement. 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 shall be jointly drafted and supported.

12. Except as otherwise expressly provided in this Agreement, all provisions of the expired Collective Bargaining Agreement shall continue in effect.

13. This Agreement is subject to approval of the MTA Board and ratification by the members of the Union.

14. 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 NY 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.**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the 9<sup>th</sup> of May, 2002

For: United Federation of Law  
Enforcement Officer

For: New York City Transit

By: [Signature] 5/9/02  
Thomas Piccirillo Date  
President

By: [Signature] 5/10/02  
Ralph J. Agritelley Date  
Vice President  
Office of Labor Relations

[Signature] 5/9/02  
Christopher J. Johnson Date  
Senior Director  
Labor Research & Negotiations