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Contract Database Metadata Elements

Title: **Metropolitan Transport Authority (MTA) and Metropolitan Transport Authority Police Benevolent Association (PBA), (2006) (MOA)**

Employer Name: **Metropolitan Transport Authority (MTA)**

Union: **Metropolitan Transport Authority Police Benevolent Association (PBA)**

Effective Date: **08/15/06**

Expiration Date: **10/14/11**

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MTA/PBA

PLT/9790 ← 35

1/10/09

MEMORANDUM OF AGREEMENT

It is hereby stipulated and agreed by and between the Metropolitan Transportation Authority ("MTA") and the Metropolitan Transportation Authority Police Benevolent Association ("PBA") to resolve negotiations for successor contracts to both the Police Officer and Detective Collective Bargaining Agreement and the Superior Officer Collective Bargaining Agreement as provided herein:

1. **Existing CBAs:** All terms and conditions of employment as contained in the Police Officer and Detective Collective Bargaining Agreement, as modified by subsequent interest arbitration Awards and / or Memoranda of Agreement, shall remain unchanged except as specifically provided for herein. All terms and conditions of employment as contained in the Superior Officer Collective Bargaining Agreement, as modified by subsequent interest arbitration Awards and / or Memoranda of Agreement, shall remain unchanged except as specifically provided for herein.

2. **Term:** The term of the new Agreements shall be sixty-two months commencing August 15, 2006 through October 14, 2011.

3. **Wages:** (a) All ranks and steps shall receive general wage increases as follows:

Effective August 15, 2006	-	3.15%
Effective August 15, 2007	-	4.00%
Effective August 15, 2008	-	4.00%
Effective October 15, 2009	-	4.00%
Effective October 15, 2010	-	4.00%

— (b) The MTA PBA shall withdraw grievance #07-02 with prejudice. The existing salary schedules will be amended to be consistent with this memorandum of understanding.

(c) Effective August 16, 2008 all ranks and steps shall receive a one (1) time adjustment to base wages of nine hundred thirty six dollars (\$936.00)

(d) Retroactive wage payments shall be granted only to current employees for service performed since August 15, 2006 and on a pro-rated basis for the employees who since August 15, 2006 either: 1) retired; 2) died; 3) resigned while having a vested right to a pension under the MTA 20-year Police Pension; or 4) may have been dismissed and subsequently reinstated with seniority restored or rehired during the term of the agreement.

4. **Longevity:** Longevity payments shall be increased to:

Effective August 15, 2008:	5 years	\$3,710
	10 years	\$4,710
	15 years	\$5,710
	20 years	\$6,710
	25 years	\$7,710

Effective October 15, 2010:	5 years	\$4,310
	10 years	\$5,310
	15 years	\$7,310
	20 years	\$8,310
	25 years	\$9,310

5. **Annuity:** (a) Employees newly hired after final ratification of this Agreement by both parties shall not receive an annuity fund contribution.

(b) The MTA shall continue to make monthly annuity fund contributions for each employee hired on or before final ratification of this Agreement by both parties.

(c) Effective October 15, 2010 the annuity fund contribution shall increase to \$1,261 per member per year.

(d) The parties will endeavor to redesign the annuity program such that contributions are easier to administer. The parties also agree to eliminating the annuity fund and making identical contributions to an employer sponsored individual tax deferred account such as the existing 457 and 401(k) plans if possible after researching the practicality of such change. If the change is not practical, the annuity fund will continue to be administered as is.

6. **Sick:** Employees who are absent from work on sick leave, except absences sustained in the course of employment, shall not be permitted to work voluntary overtime during their next scheduled relief days.

7. **Training:** The parties agree to modify Article 11, Section 4 (Ten tours Rescheduling), to also permit the MTA to short swing an employee for training up to five (5) times per year. These five (5) short swings for training shall be separate from, and in addition to, the ten tour changes already permitted. Short swings for training shall

only shorten relief day swings, not swings between consecutive work days. Short swings for training shall not shorten the relief day swing by more than twelve (12) hours.

8. **ESU:** Upon full and final ratification of this Agreement, the rate of pay of employees assigned to the Emergency Services Unit shall be three thousand five hundred dollars (\$3,500) per year more than the basic rate of pay for the applicable rank.
9. **Detectives:** (a) Upon full and final ratification of this Agreement, the rate of pay of Detectives and Detective supervisors shall be seven thousand dollars (\$7,000) per year more than the basic rate of pay for the applicable rank.
- (b) The MTA PBA shall withdraw grievance #06-02 (Detective Two Week Chart) with prejudice. Accordingly, the MTA PBA acknowledges detectives are not subject to the annual chart and are subject to chart changes on two (2) weeks notice.
10. **FSA:** The MTA shall offer all employees the opportunity to participate in the MTA pre-tax flexible spending account.

Provisions of this Agreement which pertain to Police Officers and Detectives are subject to ratification by PBA members covered by the Police Officer and Detective Collective Bargaining Agreement.

Provisions of this Agreement which pertain to Superior Officers are subject to ratification by PBA members covered by the Superior Officer Collective Bargaining Agreement.


This Agreement shall be brought before the MTA Board for ratification at its next regularly scheduled meeting following ratification by the employees.

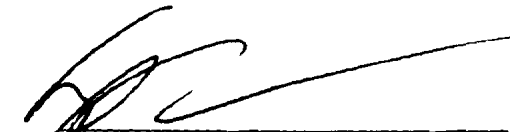
Should the MTA or Police Officer and Detective PBA members fail to timely ratify this agreement it shall be deemed null and void and shall not be admissible in any grievance, arbitration, PERB or other proceeding.

Should the MTA or Superior Officer PBA members fail to timely ratify this agreement it shall be deemed null and void and shall not be admissible in any grievance, arbitration, PERB or other proceeding.

On behalf of the PBA:

On behalf of the MTA:


Raymond Simmler 1-10-08
PBA President Date


Gary Dellaverson _____
Chief Financial Officer Date

MEMORANDUM OF AGREEMENT

It is hereby stipulated and agreed by and between the Metropolitan Transportation Authority ("MTA") and the Metropolitan Transportation Authority Police Benevolent Association ("PBA") as follows:

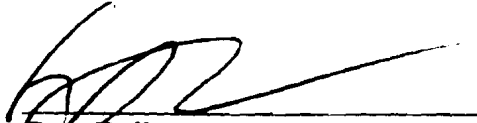
1. Amend Article 8, Section 3, last sentence, to read as follows: "Full-time release Union officials may carry over up to one hundred twenty (120) hours per year of vacation entitlement for each year of full-time release."
2. This agreement shall be applied prospectively and retroactively to January 1, 1998.
3. The PBA Agrees to submit monthly attendance sheets verifying status for each day of the month (i.e. union business, vacation day, sick day, etc...), and to submit such attendance records as necessary to seek the vacation carryover provided for in Paragraph 1.

On behalf of the PBA:



Raymond Gimmler Date
PBA President

On behalf of the MTA:



Gaty Dellaverson Date
Chief Financial Officer


MEMORANDUM OF AGREEMENT

IT IS HEREBY STIPULATED AND AGREED, by and between the Metropolitan Transportation Authority (hereinafter referred to as "MTA") and the Metropolitan Transportation Authority Police Benevolent Association (hereinafter referred to as "PBA") to resolve Grievance #06-03 (Training Schedule) currently pending arbitration before Arbitrator John Sands (AAA Case #: 13 300 02865 06) as follows:

1. The PBA agrees to withdraw Grievance #06-03, pending arbitration case # 13 300 02865 06, with prejudice.
2. The parties agree when a member is directed to attend training on a scheduled relief day the member will be excused from work for an equal number of scheduled work days immediately upon completion of training. The member shall not receive any additional compensation for training on a scheduled relief day unless the member is required to train for more than his/her regularly scheduled number of hours per day. Nor shall the member lose any compensation when excused from work upon the completion of training. The Department may choose to have officers remain on duty after training to equal the total amount of hours they will be excused from upon returning to their regular schedule. It is not the intent of the parties for a member to ever be paid straight time for fewer than his/her regularly scheduled number of hours in any pay period as a result of training.
3. The parties agree when training lasts more than one (1) week the first week shall be a transition week. Members directed to attend training on a scheduled relief day(s) during the transition week will be excused from work for an equal number of scheduled work days immediately upon completion of training. Following the transition week, and for the remainder of the training, members shall be assigned to a duty chart with steady eight (8) hour day shifts and two (2) consecutive relief days. At the conclusion of the training members shall revert to their duty chart prior to the training and then be immediately excused from work if they trained on a scheduled relief day during the transition week as described above.

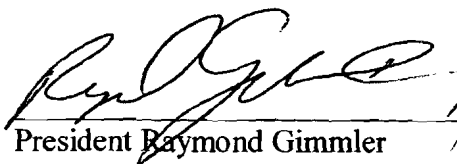
4. Excusal days owed to a member for training on a relief day shall be provided immediately upon the completion of training unless the member and the MTA Police Department both agree prior to the completion of training, upon an alternative date to reschedule the excusal day.
5. The parties agree all balances on the Advance/Recovery report shall be zeroed out effective immediately and no payments or deductions shall be made for balances prior to the date of this agreement.
6. Consistent with #3 above, members in training lasting more than one week shall revert to a duty chart with steady eight (8) hour day shifts and two (2) consecutive relief days, and will be paid overtime for all hours worked above the scheduled 40 hours, with the exception of scheduled training on relief days which will be rescheduled as excusal days pursuant to paragraph 4, above.

Agreed to on behalf of the MTA:



Chief Michael Coan 1-12-09
Date

Agreed to on behalf of the PBA:



President Raymond Gimmler 1/8/09
Date

MEMORANDUM OF AGREEMENT

The Metropolitan Transportation Authority Police Department (MTA) and the MTA Police Benevolent Association (PBA) agree to a temporary Pilot Program as detailed below:

- The PBA agrees to temporarily waive the rules pursuant to "permanent region" in the current CBA as it relates to the Supervisors who are designated Northern Region, but will be moved to the Long Island City communications center during the 2009 calendar year. That is, all supervisors will be notified, by a notation on the Supervisor's selection of assignments, that the current positions in the communications unit are subject to relocation, during 2009, to the new communications center in Long Island City. Those supervisors, who hold a Northern Region designation, who choose to accept these assignments will be able to maintain a Northern Region designation, and work in Long Island City during the 2009 bid cycle.
- This agreement shall apply to the selection of assignments posted in October of 2008, which covers the calendar year 2009 only.
- This is being done on a non-precedent setting basis, and is not intended to alter any existing contractual procedures for any other members in the future without similar agreement between the parties.
- This agreement will expire on Tuesday, January 5, 2010.

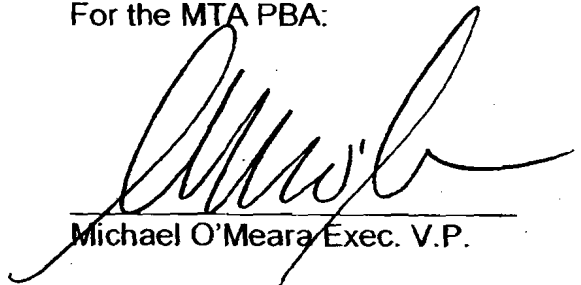
For the MTA Police Department



A. Deputy Chief Kim Rehbein

Date: 11-13-08

For the MTA PBA:



Michael O'Meara Exec. V.P.

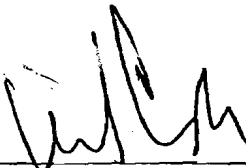
Date: 11/3/08

MEMORANDUM OF AGREEMENT

The Metropolitan Transportation Authority Police Department (MTA) and the MTA Police Benevolent Association (PBA) agree that due to the unique safety related issue regarding the communication system, and in order to streamline the process by which the MTA staffs the overtime related to this issue, the following rules will apply:

1. The MTA will poll for voluntary overtime throughout each region, including specialized units/admin by the current method.
2. After all members in each region have been polled for voluntary overtime, those members from the other two regions who have indicated a willingness to work overtime in the region with the vacancy will be polled (for patrol assignments, first in patrol and then all other members assigned to specialized units/admin).
3. After all members have been polled consistent with paragraphs 1 and 2 above, members designated Detective will be polled, first in the region with the vacancy, then in the other two regions on a combined list of those members who have indicated a willingness to work overtime in the region where the vacancy exists.
4. The MTA, for the purposes of this agreement, shall not be required to poll members for either early call ins, or holdovers for the purposes of filling vacancies related to the two person patrols prior to ordering members in on their relief day.
5. When the MTA has completed polling consistent with paragraphs one (1) through three (3) above, and vacancies still exist, members will be ordered to work in reverse seniority order, in the region of the vacancy.
6. Members shall be ordered to work on a reverse seniority wheel that shall work the same as the voluntary wheel, but in reverse order. Each region shall have a separate list for each day of the week.


For the MTA Police Department



Michael Coan, Chief

Date: 11-13-08

For the MTA PBA:



Raymond Gimmler, President

Date: 11/4/08