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Contract Database Metadata Elements

Title: **Metropolitan Transportation Authority and Clerical and Data Center Employees, International Brotherhood of Teamsters (IBT) Local 808 (2003) (MOA)**

Employer Name: **Metropolitan Transportation Authority**

Union: **Clerical and Data Center Employees, International Brotherhood of Teamsters (IBT)**

Local: **808**

Effective Date: **03/01/03**

Expiration Date: **02/28/07**

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MEMORANDUM OF UNDERSTANDING

AGREEMENT made between the Metropolitan Transportation Authority (hereinafter "MTA") and Local 808, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter "IBT") this 7th day of December 2004.

It is mutually agreed that the collective bargaining agreement between the MTA and IBT shall be amended as follows:

- 1) The term of the agreement shall be four years, beginning March 1, 2003 and ending on February 28, 2007.
- 2) The MTA shall pay as soon as practicable, following membership and MTA Board Ratification, a one-time, non-recurring, lump sum payment of \$1,000 to each employee who meets the eligibility requirements specified below.
 - a) In order to be eligible to receive the above referenced lump sum payment, the employee must be on the payroll on March 1, 2003 and February 28, 2004. However, employees who have been on the payroll during the above period for less than twelve months (retirees, new hires, or otherwise off pay status) and for one month or more shall have their lump sum prorated based on the number of months on the payroll over a denominator of twelve. Fifteen days or more on the payroll in a month shall constitute a month of service. Fourteen days or less shall not. Example: an employee retires on September 1, 2003. Such employee had six months on the payroll and shall receive $6/12^{th}$ of the lump sum amount. Employees who were terminated or voluntarily resigned during the period shall not be entitled to the lump sum payment or any prorata share of the lump sum payment.
 - b) The 2004 retroactive wage payment shall be granted only to current employees for service performed in 2004, and on a prorated basis for employees for service performed in 2004, and on a prorated basis for employees who, during 2004: 1) retired; 2) died; 3) resigned while having a vested right to a pension; 4) were dismissed and subsequently reinstated or rehired with seniority restored.
- 3) Effective March 1, 2004, the hourly wage rates in effect on February 29, 2004 shall be increased by three (3) percent.
- 4) Effective March 1, 2005, the hourly wage rates in effect on February 28, 2005 shall be increased by three (3) percent.
- 5) Effective March 1, 2006, the hourly wage rates in effect on February 28, 2006 shall be increased by three (3) percent.
- 6) Article 1, Scope of Agreement, shall be amended to delete the title of Bursting Decollating

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- 7) Article 1, Scope of Agreement, shall be amended to include the following titles: Crime Analyst, Police Communications Operator, Summons Administrator, Payroll Clerk, and Invoice Processing Assistant.
- 8) The CBA shall be amended to add the title of Switchboard Operator. The top wage rate of this title shall be \$31,041 and it shall be subject to the five step wage progression.
- 9) Step II of Article 3, Settlement of Grievances, Complaints, and Disputes, shall be amended to increase the time periods from ten business days to fifteen business days.
- 10) The salary schedule of Summons Administrators shall be as follows based upon their relevant experience as determined by the MTA HQ Human Resources Department; these determinations shall not be subject to the contractual grievance procedure.

	3/1/2003	3/1/2004	3/1/2005	3/1/2006
Entry rate	\$26,500	\$27,295	\$28,114	\$28,957
Entry with 5 or more years exp.	\$30,000	\$30,900	\$31,827	\$32,782

- 11) When an employee has been continuously absent from and unable to perform the duties of his or her position for one year or more by reason of a disability the employment status of such employee shall be terminated. This termination shall not be subject to the grievance or disciplinary procedures of the contract.
- 12) Upon mutual agreement of the parties an employee may choose to work for any period of suspension and pay a fine equal to 30% of his/her regular salary during the period in question. For purposes of progressive discipline, the only penalty reflected on the employee's record will be the suspension time that was originally accepted or imposed through arbitration. This provision shall not be available to employees who are pre-disciplinary suspended.
- 13) Effective as soon as practicable following full and final ratification, the MTA will offer TransitChek benefits on the same terms and conditions as it is currently provided to the non-represented employees, as it may be amended.
- 14) The MTA agrees to provide long-term disability on the same terms and conditions as it is currently provided to the non-represented employees and as it may be amended.
- 15) For 2005 an employee shall have the option of cashing out up to ten days of vacation time (in whole day increments). Police Communication Operators must notify management of their election to cash out vacation time before the annual selection of vacations the year prior. If the MTA allows non-represented employees to cash out vacation time in 2006 and 2007 the members of the union shall be included in that program.

Paragraphs 16 to 25 pertain only to the job title of Police Communication Operator.

- 16) Police Communication Operators (PCOs) hired on or before the date of this agreement shall maintain their existing seniority order. PCOs hired prospectively from the date of this agreement shall be assigned to a seniority order within that title by the date of hire into the title of Police Communication Operator. Where two employees have the same date of hire their seniority numbers shall be assigned randomly, using a scientifically valid random number generator). A union representative shall be allowed to witness the random assignment of seniority to employees.
- 17) Management shall solicit eligible Police Communication Operators (PCOs) to voluntarily work overtime assignments based on their seniority order. PCOs who have worked for 16 continuous hours shall not be eligible for voluntary overtime, subject to the exigencies of the department.
 - a) Overtime assignments, which are solicited less than 72 hours before the scheduled start time, shall be offered first to the tour prior to the scheduled assignment and then to the tour after the scheduled assignment. An overtime assignment not filled in this manner will be offered in seniority order to those PCOs on their regular day off.
 - b) Overtime assignments, which are solicited 72 hours or more before the scheduled start time shall first be offered to employees on their regular day off in seniority order. Any overtime assignments that remain shall be solicited in accordance with paragraph (a) above.
 - c) In the event that management determines that this overtime system results in a disproportionate distribution of annual overtime earnings among employees the procedures in paragraphs (a) and (b) shall cease upon written notice to the union and overtime assignments shall be offered first to employees with the lowest amount of overtime earnings.
- 18) Management shall assign eligible PCOs to involuntary overtime assignments in reverse seniority order by tour of duty (A, B, or C). Employees of the tour prior to the vacancy shall be involuntarily assigned first, then employees of the tour subsequent to the vacancy, lastly employees of the tour on their regular day off shall be involuntarily assigned. Involuntary overtime assignments shall be equalized among the PCOs on a monthly basis to the extent practicable.

- 19) The salary of a Police Communications Operator hired after full and final ratification of this agreement shall be the below schedule. The MTA Human Resources Department shall determine entry rates of new employees in accordance with the criteria of this section; these determinations shall not be subject to the contractual grievance procedure.
- a) Employees with less than two years of related experience shall be paid the "Entry rate".
 - b) Employees with two or more year of experience as defined by this MOU shall receive the amount indicated on the below chart.
 - c) For purposes of determining entry level salary "years of experience" shall only count experience as: general customer-service, call centers, call taking, switchboard, security, Emergency Medical Technician, Corrections Officer, general dispatching or call taking. Employees hired with experience in dispatching and/or call taking at a New York State Police Department will be granted two years of experience for pay purposes for each year of actual experience.

	3/1/2003	3/1/2004	3/1/2005	3/1/2006
Entry rate	\$26,500	\$27,295	\$28,114	\$28,957
Entry with 2 years exp.	\$27,000	\$27,810	\$28,644	\$29,503
Entry with 3 years exp.	\$28,000	\$28,840	\$29,705	\$30,596
Entry with 4 years exp.	\$29,000	\$29,870	\$30,766	\$31,689
Entry with 5 years exp.	\$30,000	\$30,900	\$31,827	\$32,782
Entry with 6 years exp.	\$31,000	\$31,930	\$32,888	\$33,875
Entry with 7 years exp.	\$32,000	\$32,960	\$33,949	\$34,967

- 20) In addition to the general wage increases provided for in paragraph 3, 4, and 5 herein, Police Communication Operators who have completed five years of service shall have their rates of pay increased on April 1, 2006 to the next highest dollar amount in the below schedule. Those PCOs whose annual salary exceeds the rates below shall remain in effect without any further adjustment.

PCOs with 5 years service	Effective 4/1/2006
Level 1	\$31,800
Level 2	\$33,328
Level 3	\$34,421
Level 4	\$34,967

- 21) Employees may elect to earn compensatory time in lieu of overtime pay, provided that no police communications operator may accrue more than forty hours of compensatory time in his/her leave time bank at any one time, except at the sole discretion of the Authority.
- 22) Police Communication Operators who have worked more than 16 consecutive hours may request to have eight hours off before their next scheduled start time, which shall not be arbitrarily refused. Employees granted eight hours off between work tours may use their leave banks to absent themselves from the next scheduled work assignment or may request in writing to change the work hours of their next scheduled assignment to allow eight hours off in-between shifts, subject to approval by the MTA.
- 23) A Police Communication Operators certified as a "Tiburon Computer Aided Dispatch Trainer" shall receive an annual lump sum non-pensionable payment of \$100.00 provided they actually perform their scheduled training duties during the course of the year.
- 24) Effective January 1, 2005, Police Communication Operators shall receive an annual payment for holiday pay in lieu of twelve paid holidays. Employees shall be paid for twelve holidays at straight time in January of each year for the preceding twelve-month period. Holiday pay shall be reduced by an employee's absences prorated over the twelve-month period. Only whole day absences shall count towards reduction of holiday pay. The following paid leaves shall not be included in the proration of holiday pay: vacation, holiday, bereavement, military, and personal leave. Employees who resign or retire shall be eligible for a prorated holiday payment based on one day of pay for each month of service.
- 25) Effective December 30, 2004, employees shall pick work schedules twice a year on a seniority basis to be effective on the first and twenty-sixth payweek of each year. Employees shall select vacation schedules in increments of payweeks (seven day periods), which shall be evenly spread throughout the year.
- 26) Police Communication Operators regularly scheduled to work the B and C tour, and those assigned to work the A tour on Saturday and Sunday, may submit a written request for a parking permit for their personal vehicle. Employees must explain the need for a parking permit, specifically why public transportation is not a viable commuting option. Inappropriate use of parking permits by employees shall result in immediate forfeiture of the permit by the employee. The issuance and recession of permits by the MTA shall not be subject to Step Three of the contractual grievance procedure.

This tentative agreement and prior drafts and tentative agreements may not be entered into evidence during any interest arbitration procedures on the contract to be effective March 1, 2003.

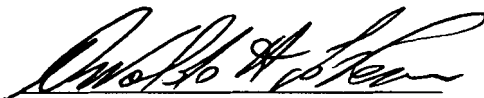
This agreement shall continue in effect through February 28, 2007.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT THEIR IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE 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.

It is further understood and agreed that the provisions of this agreement are subject to final approval by the MTA Board and ratification by the IBT members employed at the MTA.

Dated: December 7, 2004

For the International Brotherhood of Teamsters:



Osvaldo LoVerme
Business Agent



Odester Pitts
Committee Person



Eric Arango
Police Communication Operator, Shop Steward

For the Metropolitan Transportation Authority:



Michael Stanisich
Assistant Director, Labor Relations