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Contract Database Metadata Elements

Title: **New York City Transit Authority and Amalgamated Transit Union (ATU), AFL-CIO, Local 726 (2005) (MOA)**

Employer Name: **New York City Transit Authority**

Union: **Amalgamated Transit Union (ATU), AFL-CIO**

Local: **726**

Effective Date: **12/16/05**

Expiration Date: **01/15/09**

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MEMORANDUM OF UNDERSTANDING

AGREEMENT made between the **NEW YORK CITY TRANSIT AUTHORITY** (hereinafter referred to as the "Authority") and the **AMALGAMATED TRANSIT UNION, Local 726, AFL-CIO** (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

This agreement shall continue in effect through January 15, 2009. This agreement is subject to ratification by the MTA Board and by the membership of the Union.

2. GENERAL WAGE INCREASES

- (a) Effective December 16, 2005, the rates of pay that were in effect on December 15, 2005 shall be increased by three (3%) percent.
- (b) Effective December 16, 2006, the rates of pay that were in effect on December 15, 2006 shall be increased by four (4%) percent.
- (c) Effective December 16, 2007, the rates of pay that were in effect on December 15, 2007 shall be increased by three and a half (3.5%) percent.
- (d) Rates of pay below the top rates shall be adjusted in accordance with the appropriate progression schedule.

3. PENSION:

The MTA and the ATU will support legislation to provide for the refund of the additional member contributions, with interest, made to the New York City Employees' Retirement System by participants of the Transit Operating 25Year/Age 55 Retirement Program (RSSL 604-b.). The parties agree to make every effort to have such legislation enacted by the first week of July 2006.

4. HEALTH CARE:

Effective upon full and final ratification of this Agreement, the current plan of benefits shall be amended to provide that pre-medicare retirees receive the same benefits (i.e. hospital, CBP medical, Type D-3 medical, EMB, vision benefits) as active members except that EMB 1987 schedule will be replaced by the 2005 Ingenix profile at the 80th percentile.

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Effective upon full and final ratification of this Agreement, the current prescription drug program shall be amended to cover reversible contraceptives. This shall include oral, vaginal, transdermal, and injectable dosage forms.

Effective immediately, the deductibles for the pre-Medicare drug benefit, which was created pursuant to the 2002 MOU, shall be eliminated. In addition, each retiree eligible to receive such benefit, who used said benefit, during the calendar year 2005 shall be sent a payment of \$300.00.

Effective upon payment of the first general wage increase provided in Section 2 a. of this Agreement all active employees will contribute 1.5% of their bi-weekly gross wages to offset the cost of retiree health benefits. In future years, the 1.5% contribution rate shall be increased by the extent to which the rate of increase in the cost of health benefits exceeds general wage increases. This contribution will be on a pre-tax basis.

Effective upon full and final ratification of this Agreement, all active employees can elect to opt-out of participation in the MTA NYCT sponsored medical plan provided that they can document that they will be covered by another medical plan sponsored by: 1) a spouse/domestic partner's employer; 2) another employer; 3) armed forces. The lump sum incentive payment shall be as follows: 1) individual medical coverage - \$550.00; 2) family medical coverage - \$1,100.00; and 3) if employee opts out of medical coverage and they are enrolled in the medical coverage of their spouse/domestic partner who is employed by NYCT or any other MTA subsidiary or affiliate - \$550.00.

To be entitled to this incentive the employee must remain in active service for the entire opt-out plan year. Additionally, an employee will not be eligible to receive the lump sum payment if he/she re-enrolls. The lump sum incentive shall be received at the end of the plan year.

5. MISCELLANEOUS PROVISION:

The parties have agreed to 8 miscellaneous provisions, which are attached hereto as Attachment A.

6. MARTIN LUTHER KING, JR. DAY:

Effective upon full and final ratification of this Agreement, Martin Luther King, Jr. Day shall be added to the list of observed holidays.

7. DISABILITY INSURANCE:

Effective May 1, 2006, the Authority shall provide a temporary disability insurance policy for all employees equivalent to the policy required by State law of private sector employers (maximum benefit not to exceed \$170.00 per week for up to 26 weeks). A deduction shall be made from employees' paychecks for such policy in an amount not to exceed that provided for in the State law (currently sixty cents per week).

8. ASSAULT:

All employees in the title of Bus Operator shall be entitled to assault pay ("run pay") for up to two years for injuries incurred on duty as a result of physical assaults. The assault pay consists of a differential payment which shall be sufficient to comprise, together with any Workers' Compensation payable to him/her under the provision of the Workers' Compensation law the amount, after taxes, equal to his/her after tax wages for his/her scheduled working time at the time of the accident.

9. EDUCATION:

The parties shall forward a letter to DCAS attached as Attachment B requesting recognition of that completion of the Transit Certificate Program will enable employees in certain titles to participate in promotion exams, including promotion exams for Train Operator and Conductor.

10. HEALTH STABILIZATION FUND:

Employee contributions under section 4 (Healthcare), of this successor agreement shall not be credited to the Health Stabilization Fund.

All the provisions of the April 29, 2005 Memorandum of Understanding relating to the Health Stabilization Fund shall remain in effect except as set forth below. The employee contributions provisions shall continue in full force and effect.

Effective January 2006, employer amounts credited to the Health Stabilization Fund under Attachment B 9(a) of the April 29, 2005 Memorandum of Understanding shall be changed from \$35,833.33 per month to \$25,833.33 per month.

Employees who have new born children shall be eligible to receive a stipend of two hundred dollars per week for four weeks. Such stipend shall be available to a parent of a new born child after that parent has exhausted other leave benefits and continues on unpaid leave immediately thereafter. The cost of such stipend shall be charged against the balance in the Health Stabilization Fund.

11. EQUITY FUND:

An Equity Fund shall be established for the purposes of salary adjustments for active bargaining unit members in certain titles. The annualized cost of such adjustments shall not exceed \$147,828.00 which shall be paid by the Authority. The resources of the Fund shall be distributed as the Union directs subject to the approval of the Authority including the following: employees in full Maintainer titles shall be paid \$320.00 annually. Payment shall be made in the first pay period following December 1, as a supplemental allowance and charged against the annual amount.

Handwritten initials, possibly 'RA' and 'HT', with a circled mark containing the letters 'HT'.

12. DEPARTMENTALS:

The parties' agreements concerning the departmental issues are attached hereto.

13. INTEGRATED AGREEMENT:

The parties agree that a committee will be formed consisting of two (2) members appointed by the ATU and two (2) members appointed by MTA NYCT within ninety (90) days of the signing of this Agreement to finalize the integration of the MOU covering the period from 2002 to 2005 and the current MOU.

14. CONTINUATION OF TERMS:

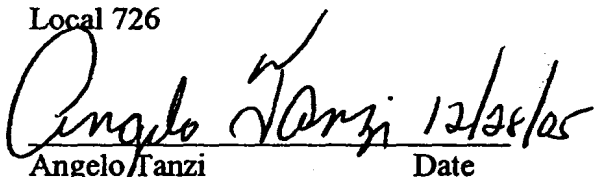
Except as set forth herein, the terms and conditions specified in the 2002-2005 Collective Bargaining Agreement shall be continued.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION, WHETHER BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFORE, TO PERMIT ITS IMPLEMENTATION SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS TAKEN SUCH ACTION. 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 28th day of December, 2005.

New York, New York

AMALGAMATED TRANSIT UNION
Local 726

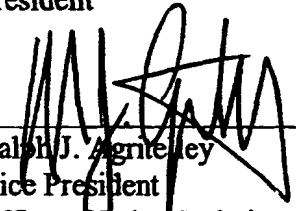
 Angelo Fanzi 12/28/05
Date

Angelo Fanzi
President

NEW YORK CITY TRANSIT

Lawrence G. Reuter
President

Date


Ralph J. Agritella
Vice President
Office of Labor Relations

12/28/05
Date

ATTACHMENT A

1. Customer Complaints. When an employee is disciplined based solely on a customer complaint and where the recommended penalty is dismissal, the employee will not be pre-disciplinary suspended for the charge until such time as the Union/employee fails to proceed at any step in the grievance procedure. The employee may be assigned to alternate duties. This provision shall not apply where the complaint involves a physical altercation/assault or threats of violence.
2. Line of Duty Death Benefit increase. The Line of Duty Death benefit shall be increased to \$100,000. This increase shall apply with respect to any employee who suffers an accidental death in the line of duty after November 15, 2005 and before January 16, 2009.
3. Surviving Spouses' Health Benefits. The health benefits of a surviving spouse of any employee who suffers an accidental death in the line of duty between November 15, 2005 and January 15, 2009 shall be continued for a period of three years.
4. Committee to Review Disciplinary Process. The parties agree to establish a committee to review the disciplinary process to make recommendations as to how to reduce disciplinary actions, particularly with respect to high volume areas.
5. Enforcement of Arbitration Awards. If NYC Transit decides to appeal a disciplinary arbitration decision wherein NYC Transit was seeking termination, the affected employee will be returned to work with modified duties unless public safety or danger to fellow employees is involved. If NYC Transit continues to hold the employee out of service and the final court appeal is not successful, the employee will be entitled to any awarded back pay plus a 10% premium on the amount of the awarded back pay.
6. Health Care Provider Reports. To the extent that NYC Transit receives periodic reports from health care providers, NYC Transit will share these reports with the Union as long as HIPAA requirements are not violated. If the Union seeks to speak with a health care provider they will do so with a representative of NYC Transit.
7. Bargaining Unit Protection. NYCT will notify ATU Local 726, before making any change to any non-managerial, Professional & Technical job title or description, including any titles represented by ATU Local 726. In addition, NYCT will send ATU Local 726 copies of all Job Vacancy Notices before the date they are posted.
8. Supply Logistics. Effective upon final ratification, hourly employees who work in the Department of Supply Logistics shall be granted, in addition to any other wage increases provided for herein, a special differential of fifty cents per hour.



ATTACHMENT B

December 15, 2005

Mr. Joseph A. De Marco
Deputy Commissioner
Division of Citywide Personnel Services
New York City Department of Citywide Administrative Services
1 Centre Street, 21st Floor
New York, NY 10007

Dear Mr. De Marco:

MTA New York City Transit and the Transport Workers' Union (TWU), Local 100 jointly request your review and approval of the Transit Certificate Program (TCP) for Train Operator.

This request is a follow up to an earlier draft outline submitted to you approximately two years ago. At that time, you were receptive to the initiative. Drafts of the program outline and core curriculum are attached for your perusal.

The general goal of the TCP, a six module program, is to provide Transit employees in entry-level titles with the appropriate preparation required to gain promotional examination eligibility on a collateral basis to certain higher level positions. The proposed Train Operator program consists of:

- Basic Reading Comprehension/English/Grammar
- Basic Mathematics
- English as a Second Language
- Overview of NYC Transit and Transportation in New York City
- General Safety/Rules/Customer Service
- Overview of primary duties and responsibilities of Train Operators

The first three modules cover basic math, reading comprehension and English communication and are prerequisites to take the remaining three core modules. Program participants can elect to test out of the first three modules and go directly to the core. The core modules provide participants with brief exposure to the subject areas that are necessary for Train Operators to perform their primary work tasks. It is a condensed version of the current training being administered to newly appointed Train Operators. CUNY, as well as other educational institutions such as vocational and technical trade schools may be solicited and contracted to assist with the administration of the program.

Mr. Joseph A. De Marco
December 15, 2005
Page 2 of 2

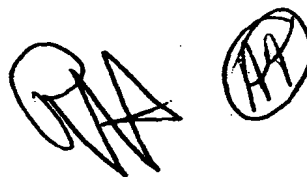
Upon approval, this program will function as a model for the development of similar training programs for other titles such as Bus Operator, Conductor, Station Agent and Track Worker.

TWU representatives and I are available to meet with you and/or your designee at your convenience to discuss the proposal. Should you have any questions or require additional information, please do not hesitate to contact me.

As always, thank you for your continued assistance and cooperation in these matters.

Sincerely,

Kevin Hyland
Vice President
Human Resources

Handwritten initials 'KH' and a circled 'KH'.

Attachments

cc: Rodney Glenn (TWU)
Patrick Smith

Transit Certificate Program (TCP) OUTLINE

December 15, 2005

Overview

The TWU Local 100 – MTA/NYCT Training and Upgrading Fund (TUF) is working with the CUNY Center for Worker Education to develop a certificate program for Transit Cleaners and other entry-level MTA New York City Transit employees. The purpose of this program is to broaden the promotional opportunities of lower level operating employees. Skills and knowledge attained from this program would supplant the experience acquired by those who are currently eligible by virtue of direct lines of promotion.

The Center is located at the CUNY Graduate School. Its governing body allows it to tap the resources of the entire CUNY system. For example, placement tests of math, English and English as a Second Language might be administered by LaGuardia College. LaGuardia has years of experience in these kinds of assessments. Likewise, the history department at City College and the Urban Transportation Research Center also at City College can contribute to the development and implementation of an overview course on transit.

RA
AT

Certificate Components

Eligibility, Entrance Tests and Prerequisites

All NYCT employees are eligible to participate in the Transit Certificate Program (TCP). All applicants will be required to take two diagnostic tests – one in basic English and another in basic math. Applicants can choose from two versions of the English test. Non-native speakers of English can take English as a Second or Other Language (ESOL) test.

The Test for Adult Basic Education (TABE) will be administered for the English and math assessment. The Basic English Skills Test (BEST) will also be available for non-native speakers of English. Applicants must earn eight (8) on the TABE and four (4) on the BEST. CUNY will administer these tests.

Courses in English, math and ESOL are currently available through a partnership with the TUF and five CUNY colleges (Lehman, City College, LaGuardia, College of Technology, and College of Staten Island). These courses, as well as other CUNY programs, will be made available to TCP applicants, when required and available. Each course consists of fifteen (15), three-hour sessions, totaling 45 hours. Quizzes are administered at regular intervals throughout each course. Mid-term and final examinations are required. Students may repeat these classes.

Anyone not earning a sufficient score on the TABE or BEST test will be required to take and pass the necessary TUF class(es) to continue in the TCP. No further testing is required beyond passing the required TUF class(es).

Description of classes:

- **Basic Reading Comprehension /English/Grammar**

The course will consist of English grammar and punctuation, basic writing skills, sentence structure, subject and verb agreement, and letter and memorandum formats.

- **Basic Math**

The course will include a review of the four basic arithmetic operations plus decimals, fractions, and percentages. The emphasis will be on the development of skills in mathematical reasoning and an understanding of the use of mathematics in daily activities.

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- **English as a Second Language**

The course will include general communications skills, basic grammar, writing, listening, comprehension, and also pronunciation, and where appropriate, incorporation on-the-job vocabulary.

Overview of New York City Transit

This course will include an introduction to the history of New York City Transit (NYCT), overview of the MTA organization and NYCT's place in the organization. The overview will also provide a description of Transit's bus and subway operation as well as the historical role of TWU Local 100 in that operation. This course is a requirement for all candidates entering the TCP.

The Overview of NYCT will consist of fifteen, three-hour sessions, totaling 45 hours. It will be administered by CUNY professors and each successful participant will earn three CUNY college credits. (Students not satisfying college entrance criteria can take this course not-for-credit.)

Performance criteria for this course will follow the general guidelines of accredited CUNY courses and include mid-term and final examinations.

General Safety and Customer Service Workshop

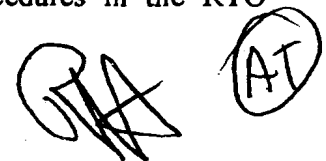
This workshop is a 45-hour course designed to refresh the participants' knowledge of basic safety training and general rules and regulations pertaining to NYCT employees. Special emphasis will be placed on customer service techniques and the new parameters of security awareness.

The course content and course evaluation will be substantially similar to the training given to new employees. It will be taught by CUNY adjunct professors who are current or retired NYCT employees who have teaching credentials or sufficient relevant experience to qualify as an instructor.

CUNY, with the assistance from TWU Local 100 and NYCT Management will develop multiple versions of an exit examination. All candidates must pass this examination to obtain a certificate.

Job Duties of Specific Promotional Titles

This course will provide participants with a title-specific overview of the duties and responsibilities of titles to which they seek to gain eligibility. For Rapid Transit Operations (RTO) titles, for example, they would learn the safe, timely, and proper operation of trains, flagging rules and customer assistance procedures in the RTO environment.

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The course content and course evaluation will be substantially similar to the training given to new employees. This course will be taught by current or retired Transit employees hired as adjunct professors by CUNY.

The course will consist of fifteen (15), three-hour sessions, totaling 45 hours.

In order to accommodate the work schedules of participants, all three courses described above will be offered in the AM and PM.

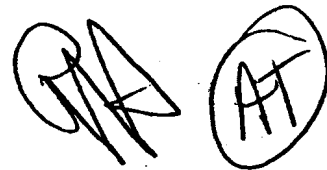
Time-line & Certificate

CUNY plans to deliver this program for the titles of Train Operator and Bus Operator in the summer of 2006. Development of "familiarity training" for other titles including Conductor, Station Agent and Track Worker will follow.

CUNY will award a Transit Certificate to any employee who successfully completes this 135-hour program consisting of 1) Overview of New York City Transit; 2) General Safety and Customer Service Workshop; and 3) Job Duties of Specific Promotional Titles. The Transit Certificate grants successful participants the right to take a promotional examination for the title indicated on the certificate.

Any employee who has completed a Transit Certificate in a particular program and wishes to gain eligibility to additional promotional examinations is only required to take the "Job Duties" module of the specific promotional title.

All relevant documents pertaining to this outline is readily available for inspection and review.

Two handwritten initials in circles. The first circle contains the letters 'RA' and the second circle contains the letters 'AT'.

**DEPARTMENT OF BUSES
TRANSPORTATION DIVISION**

In full settlement of all issues raised by the union and management, the following has been agreed to subject to the agreement of the principals.

1. AVA Accrual – Transportation Division

Department of Buses employees in the Transportation Division will be permitted to accrue up to nine (9) AVA days.

This agreement shall not be offered into evidence during any interest arbitration procedures on the contract to be effective 16 December 2005.

This Divisional package is subject to an entire agreement on a successor agreement for the Amalgamated Transit Union, Local 726.

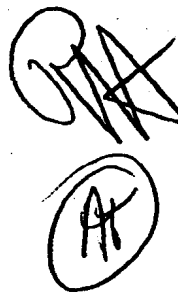
NEW YORK CITY TRANSIT

AMALGAMATED TRANSIT UNION, LOCAL 726

Millard L. Seay Date
Sr. Vice President, Buses

Angelo Tanzi Date
President

Ralph J. Agritelley Date
Vice President, Labor Relations

Handwritten signatures of Angelo Tanzi and Ralph J. Agritelley. The signature of Angelo Tanzi is a stylized 'AT' with a large 'A' and 'T' intertwined. The signature of Ralph J. Agritelley is a circled 'RA'.

**DEPARTMENT OF BUSES
MAINTENANCE AND PLANT & EQUIPMENT**

In full settlement of all the issues raised by the Union and Management, the following has been agreed to subject the approval of the principals.

- Maintainers working in Plant & Equipment, Department of Buses, shall receive a "Carhartt" jacket.
- Maintainers working in Plant & Equipment, Department of Buses, shall receive the \$5.00 meal allowance under the same terms and conditions as the Maintenance Division, Department of Buses.
- Employees working in Plant & Equipment, Department of Buses, who did not receive a one-time metric tool allowance provided to Maintenance Division employees by the April 29, 2005 Memorandum of Understanding will receive such tool allowance as soon as practical but in no event more than 90 days after final ratification, and new hires will receive such allowance upon hire.
- Employees in the Maintenance Division of the Department of Buses and employees hired or promoted on or after April 29, 2005 who did not receive a one-time metric tool allowance provided to Maintenance Division employees by the April 29, 2005 MOU will receive the one-time metric tool allowance of \$200.00 provided to maintenance employees.
- Employees in the Department of Buses, Maintenance Division and the Plant & Equipment Division, will be permitted to accrue up to nine (9) AVA days.

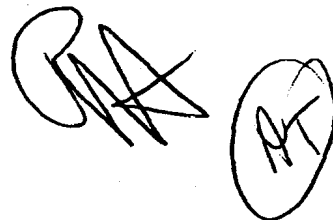
This agreement shall not be offered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2005.

This Divisional package is subject to an entire agreement on a successor agreement for the Amalgamated Transit Union, Local 726.

_____ Date _____
William Reilly
Chief Facilities Officer
MTA New York City Transit

_____ Date _____
Angelo Tanzi
President
Amalgamated Transit Union, Local 726

_____ Date _____
Ralph J. Agritelley
Vice President
Labor Relations



SAFETY

In full settlement of all the issues raised by the Union and Management, the following has been agreed to subject to the approval of the principals.

1. The parties agree to continue the Safety Rule Dispute Resolution Form Pilot Program for the term of the collective bargaining agreement.

2. The Union commits to advising Union representatives that the Safety Dispute Resolution Form should generally be used by the employee or gang being asked to perform the task precipitating the safety concern. This will in no way bar a Union representative from requesting and using the Form in any manner consistent with the provisions of Attachment F of the April 29, 2005 Memorandum of Understanding. NYCT will work with supervisors to prevent any retaliation or intimidation that may result from use of the Form.

3. The parties agree to jointly support legislation that would amend the Assault Bill to include Cleaners.

4. The parties agree to establish a committee to study the feasibility of placing defibrillators in NYCT facilities housing a large number of Transit employees.

This agreement shall not be offered into evidence during any interest arbitration procedures on the contract to be effective December 16, 2005.

This Divisional package is subject to an entire agreement on a successor agreement for the Amalgamated Transit Union, Local 726.

For MTA NYC Transit

For Amalgamated Transit Union, Local 726

_____ Date
 Cheryl Kennedy
 Vice President
 Office of System Safety

_____ Date
 Angelo Tanzi
 President
 Amalgamated Transit Union, Local 726

_____ Date
 Ralph J. Agritelley
 Vice President
 Office of Labor Relations

December 28, 2005

Angelo Tanzi
President
Amalgamated Transit Union, Local 726
40 Yukon Avenue
Staten Island, NY 10314

Re: Optical Benefits

Dear Mr. Tanzi:

The current ATU, Local 726 optical benefits that are available once every 18 months will now be available once every 12 months.

Sincerely,

I concur,

Ralph J. Agritelley
Vice President
Office of Labor Relations

Angelo Tanzi, President
ATU, Local 726

