

COLLECTIVE BARGAINING AGREEMENT  
through October 14, 2018

ENTERED INTO BY AND BETWEEN

THE METROPOLITAN TRANSPORTATION AUTHORITY  
(HEREINAFTER REFERRED TO AS "MTA" OR "AUTHORITY")

AND

THE POLICE BENEVOLENT ASSOCIATION OF THE  
METROPOLITAN TRANSPORTATION AUTHORITY  
(HEREINAFTER REFERRED TO AS "PBA" OR "UNION")

REPRESENTING :  
POLICE OFFICERS  
DETECTIVES  
SERGEANTS  
DETECTIVE SUPERVISORS  
AND  
LIEUTENANTS

THE FOLLOWING AGREEMENT IS A "WORKING DRAFT" THE PARTIES AGREE  
ACCURATELY REFLECTS ALL UNDERSTANDINGS EXCEPT AS PROVIDED IN  
ARTICLE 17(2) (j)

**ARTICLE 1**  
**Recognition and Scope**

The Authority recognizes the PBA as the exclusive bargaining representative of all Police Officers, Detectives, Sergeants, Detective Supervisors, and Lieutenants employed by the Authority, (collectively referred to herein as "employees").

Nothing herein shall confer upon the Authority police force or upon their collective negotiations representatives exclusive jurisdiction or claim over the exercise of police power or security work on behalf of the Authority and its subsidiary corporations, the New York City Transit Authority and its subsidiaries, and the Triborough Bridge and Tunnel Authority. Nothing herein shall limit the Authority and its subsidiary corporations, the New York City Transit Authority and its subsidiaries, and the Triborough Bridge and Tunnel Authority from continuing to rely on local police for police services. However, traditional police functions previously performed by the Long Island Rail Road Company, the Metro-North Commuter Railroad, and the Staten Island Rapid Transit Authority police forces shall continue to be performed by the Authority police force, except for those employees represented by the Union in the Communications Unit, who at the discretion of the Authority, can be replaced or substituted by civilian employees.

**ARTICLE 2**  
**Management Rights**

Without limitation upon the exercise of any of its statutory powers or responsibility, the Authority shall have the unquestioned right to exercise all normally accepted management prerogatives, including the right to fix operating and personnel schedules, impose layoffs, determine workloads, arrange transfers, order new work assignments, and issue any other directive intended to carry out its managerial responsibility to conduct the business of the Authority and its affiliates and subsidiaries safely, efficiently and economically except as specifically set forth in this agreement.

**ARTICLE 3**  
**Reciprocal Obligations**

The PBA fully accepts the Authority's basic right to supervise the MTA Police Department and exercise the management prerogatives stated in Article II, and in the law governing the Authority, and agrees to cooperate with the Authority in a joint effort to place and keep the MTA system on a safe, efficient, and economical operating basis. The Authority recognizes that in the exercise of its rights and prerogatives to supervise the MTA Police Department, as set forth in Article 2 above, and in this Article, it will preserve the rights of the employees and/or their representatives through the legal and orderly process provided for in Article 5 hereof.

**ARTICLE 4**  
**Agency Shop/Union Security**

**Section 1**

The Authority agrees to honor voluntary authorizations for the deduction of PBA membership dues submitted by the PBA subject to the terms and conditions set forth below. The PBA shall have the exclusive right to check off membership dues for the employees it represents.

**Section 2**

On each payroll date, the Authority shall deduct an agency shop fee from the pay of each employee who has been an employee for more than thirty days and who has not joined the Union, in the same manner and in the same amount as union dues are then being deducted by the Authority from the wages of each member of the Union, and shall transmit the same to the Union.

**Section 3**

The sum of the agency shop fees deducted shall be transmitted by the Authority to the Union at the same time and in same manner as are union membership dues. The Union shall refund to the Authority any agency shop fees deducted and transmitted to the Union in error.

**Section 4**

The Union shall, at all times during which the Authority is making such deductions, maintain a procedure providing for the refund to any such employee demanding the return of any part of an agency shop fee deduction which represents the employee's pro rata share of expenditures by the organization in aid of activities of causes of a political or ideological nature only incidentally related to terms and conditions of employment. The Union hereby certifies that it has established and there now exists such a procedure.

#### **Section 5**

The Union shall assume the defense of, and hold the Authority harmless from and indemnify it against any loss, cost or expense resulting from any claim, by whomever made, arising out of the collections, transmission, use of agency shop fee deductions transmitted to it by the Authority in accordance with this Agreement, or out of a failure or refusal of the Union to make a refund of all or any part of any such deduction, or out of a failure of the Union to comply with the provisions of Section 3 of this Article.

#### **Section 6**

Disputes relating to agency shop fee deductions or to their use shall not be arbitrable, nor shall they be subject to any grievance procedure provided for in any labor agreement between the Authority and the Union, except those in which the Union claims that the Authority has failed or refused to make such deductions and to transmit the same to the Union as herein provided, or the Authority claims that the Union has failed or refused to comply with the Provisions of Section 4 above.

#### **Section 7**

Changes in the amount of the agency shop fee deduction shall become effective in the same manner as do changes in the amount of Union membership dues deduction.

#### **Section 8**

In the event that any provision of this Article is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Article.

**ARTICLE 5**  
**Grievance Procedure and Impartial Arbitration**

**Section 1**

As used herein, the following terms shall have the meanings indicated:

(a) "Grievant" means an employee or group of employees or the PBA or both asserting a grievance.

(b) "Commanding Officer" means the immediate commanding officer of the employee claiming the grievance.

(c) For the purposes of this procedure, the term "Grievance" shall mean:

(i) A dispute concerning the application or interpretation of the terms of this Collective Bargaining Agreement or of a resolution adopted by the Authority governing or affecting employees.

(ii) A claimed violation, misinterpretation or misapplication of the Patrol Guide affecting the terms and conditions of employment. The term "grievance" shall include disciplinary matters. Nothing herein shall be intended to prohibit the Authority from promulgating a reasonable rule or regulation to govern the department.

(iii) A claimed violation, misinterpretation or misapplication of the Guidelines for Interrogation of Members of the Department referred to in Article 42 [Bill of Rights] of this Agreement.

(iv) A claimed assignment of the grievant to duties substantially different from those of the employee's rank.

**Section 2**

Every grievant shall have the right to present grievances in accordance with the procedure provided herein, free from coercion, interference, restraint or reprisal.

The informal resolution of differences or grievances is urged and encouraged at all levels of supervision.

Commanding Officers shall promptly consider grievances presented to them and, within the scope of their authority, take each necessary action as is required.

Commanding Officers shall consider objectively the merits of grievances, with due consideration to the harmonious interrelationship that is sought to be achieved among all members of the force and for the good of the Police Department.

### **Section 3**

Under the Grievance Procedure herein, a grievance must be initiated within thirty (30) days following the date on which the grievance arose or the date on which the grievant should reasonably have learned of the grievance.

Grievances shall be processed according to the following procedure:

#### **Step I**

A grievant who feels aggrieved may orally or in writing present the grievance to the Commanding Officer who shall carefully consider the matter, and within five (5) days make a written determination and advise the grievant of the decision.

#### **Step II**

If the grievance is not adjusted, the grievant may, not later than ten (10) days after the completion of Step I, seek the following review:

The grievant shall reduce the grievance to writing in triplicate setting forth a concise resume of the grievance and the results of the proceedings at Step I. The grievant shall forward two (2) copies to the Chief of Police and retain one (1). The Chief of Police shall forward one (1) copy to the Commanding Officer, requesting the Commanding Officer's comments. The Chief of Police, promptly and not later than fifteen (15) days after receipt of the grievance, shall carefully consider said grievance, make a determination, and notify the grievant and the Commanding Officer of the decision.

### **Step III**

Where the grievance is not adjusted at Step II, the PBA may within thirty (30) days appeal the grievance in writing to the Authority's highest designated official for determination. The Authority's highest designated official shall make a determination within thirty (30) days of receipt of the grievance. Grievances which affect substantial numbers of employees may be compressed by elimination of Step I of the Grievance Procedure.

Any or all of the foregoing grievance steps may be waived by the written consent of both parties.

### **Section 4**

Any grievant may present and process grievances through the first three steps of the Grievance Procedure personally or through an appropriate representative or through the PBA or its counsel, but not through any other organization.

### **Section 5**

(a) There shall be no discrimination against any employee who exercises the right of self-organization, presents a grievance, or gives testimony or information in any hearing or conference relating to any matter presented or arising under this Grievance Procedure.

(b) The Grievance Procedure established herein is designed to operate within the framework of and is not intended to abolish or supersede, existing rules and procedures providing for additional methods or redress.

(c) At each step in these procedures, the grievant and the officers considering the grievance shall work for a satisfactory adjustment. At any step, the Commanding Officer, the Chief, and the Authority's highest designated official shall have the right to summon the grievant and any and all persons considered necessary to the equitable adjustment of the grievance. Proceedings shall be informal.

## **Section 6 Impartial Arbitration**

The PBA, if it is not satisfied with the decision on a grievance or complaint at Step III of the Grievance Procedure, may bring grievances unresolved at Step III to impartial arbitration pursuant to the Rules of the American Arbitration Association at any time within fifteen (15) days after the decision has been made at Step III. If no decision is issued at Step III within the prescribed time limits, the PBA may also bring such unresolved grievances to impartial arbitration pursuant to the Rules of the American Arbitration Association. The PBA shall file with the American Arbitration Association a full statement as to the nature of the grievance and complaint, together with a copy of the decision thereon, if any at Step III of the Grievance Procedure. The Authority may also submit to the American Arbitration Association for an opinion and determination of any complaint arising solely out of the interpretation, application, breach, or claim of breach of the provisions of this Agreement. The assigned arbitrator shall fix a date for the hearing on at least thirty (30) days notice to the Authority and to the PBA, at which time a representative of the PBA or its counsel and a representative of the Authority shall be on hand to present both sides of the controversy. At the request of the arbitrator, such witnesses, records, and other documentary evidence as may be required, shall be produced.

The arbitrator shall mail a copy of the opinion to the American Arbitration Association within thirty (30) days after the close of the hearing and it will then be forwarded to the Authority's highest designated official and the PBA and its counsel. The determination of the arbitrator upon matters within the arbitrator's jurisdiction, and submitted to the arbitrator under and pursuant to the terms and conditions of this Agreement shall be final and binding upon both parties.

The arbitrator will be selected by the parties to this Agreement pursuant to the procedures of the American Arbitration Association.

The arbitrator shall be paid reasonable compensation for the arbitrator's services. One-half of such compensation shall be paid by the Authority. The other one-half shall be paid by the PBA. The cost of the American Arbitration Association's administrative fees shall be borne equally by the parties. The arbitrator in rendering any opinion or determination shall be

strictly limited to the interpretation and application of the provisions of this Agreement, or of any written working condition, rule or resolution of the Authority governing or affecting Police Officers, and shall be without any power or authority to add to, delete from, or modify any of the provisions of this Agreement, or of such working conditions, rules or resolutions. The arbitrator shall not have the authority to render any opinion or make any recommendations:

(a) inconsistent with or contrary to the provisions of the applicable Laws and Regulations;

(b) limiting or interfering in any way with the statutory powers, duties and responsibilities of the Authority in operating, controlling, and directing the Police Department or with the Authority's managerial responsibility to run the Authority its subsidiaries and affiliates safely, efficiently, and economically; or

(c) with respect to modification of any salary rates provided in Article 12 hereof; or

(d) with respect to any determination of unfitness of any employee for duty with regard to any physical or mental impairment.

### **Section 7**

(a) In computing the time within which any action must be taken under the foregoing Grievance Procedure, Saturdays, Sundays and Holidays shall not be counted.

(b) The time limitations provided in this Article shall be strictly adhered to by the employees, by the PBA, and by the Authority. A grievance may be denied at any level because of failure to adhere to the time limitations. In exceptional cases, however, and for good cause shown, the time limitations may be waived and a decision made on the merits. It is agreed, however, that neither the filing of any complaint, nor the pendency of any grievance, as provided in this Article shall prevent, delay, obstruct, or interfere with the right of the Authority to take the action complained of, subject, of course, to the final disposition of the complaint or grievance as provided for herein.

(c) The time limits contained in this Article may be modified by mutual agreement. In the event that the Department fails to comply with the time limits prescribed herein, the grievance may be advanced to the next step.

## **ARTICLE 6**

### **Command Discipline**

#### **Section 1**

Command discipline as administered by the Chief of Police or his/her alternate will cover the following incidents which are violations of Department Regulations:

1. Absence from meal location
2. Failure to make proper entries in District Log
3. Failure to signal or improper signaling
4. Improper uniform or equipment
5. Failure to maintain neat and clean personal appearance
6. Failure to make proper entries in Memo Book
7. Improper or omitted entries in department records, forms or reports
8. Smoking as prohibited
9. Unnecessary conversation
10. Failure to lock an unguarded department vehicle
11. Loss of an identification card
12. Absence from post or assignment
13. Reporting late for duty
14. Failure to respond, report disposition promptly or acknowledge radio calls directed to the employee's unit
15. Carrying packages, newspapers or other articles while in uniform or department vehicles, as prohibited
16. Failure to maintain department vehicle in a clean and serviceable condition
17. Failure to carry out promptly, verbal or written orders
18. Failure to make routine inspections and surveys as required
19. Failure to notify superior officer when leaving post for police or personal necessity as required
20. Unauthorized riding in department vehicle
21. Littering a department's facilities
22. Failure to give name and shield number to person requesting
23. Failure to salute superior officers or the colors

24. Failure to notify commanding officer when address, phone number or social condition changes
25. Loss of summons book or any part thereof
26. Failure to have locker secure
27. Failure to report sick at least two (2) hours prior to start of tour, when possible
28. Absence from residence while on sick report
29. Failure to sign in and out of court
30. Failure to perform duties in connection with court appearance
31. Failure to perform or improper performance of patrol
32. Lack of knowledge of problems in assigned sector
33. Obvious neglect of care of on-duty or service weapon
34. Loss of shield
35. Loss of weapon
36. Failure to safeguard prisoner
37. Loss of department property
38. Absence without leave for not more than one hour
39. Any other violation which, in the opinion of the commanding officer and subject to the approval by the next higher command, is appropriate for Command Discipline procedures

## **Section 2**

It is understood that the above violations may not be processed through Command Discipline if any of the following circumstances exist:

- (a) The employee concerned is on probation as a result of previous disciplinary proceedings;
- (b) Employee concerned requests a department trial;
- (c) If in the opinion of the Chief of Police or his/her alternate, the interests of the Authority and/or the Police Benevolent Association are better served by imposition of the normal trial procedures.

## **Section 3**

It is understood that repeated violations of one or more of the above will automatically result in a departmental trial.

## **Section 4**

Discipline may be assessed up to and including forty (40) working hours suspension under the Command Discipline Program.

## **Section 5**

Discipline assessed under this Command Discipline Program will not be subject to further appeal.

## **ARTICLE 7 Trials and Appeals**

### **Section 1**

Except as provided in Article 6 of this Agreement, an employee in service who has completed his/her probationary period shall not be disciplined without just cause. An employee may be held out of service pending notification of the discipline to be assessed only if his/her retention in service is detrimental to him/her, another person, or the Authority.

No employee shall be held out of service pending disciplinary charges for more than three (3) months, except in the case of an employee who has been charged with a felony offense or the employee has delayed the processing of the charges. After three months the MTA is only obligated to restore a suspended employee to the payroll. Employees held out of service pending disciplinary charges may convert accrued vacation, personal, or compensatory leave into cash by making a request to the Chief of Police.

### **Section 2**

If the Authority decides that discipline of an employee is warranted, the employee will be notified in writing by certified mail, return receipt requested, with a copy to the employee's duly accredited representative, of the intent to discipline him. The notice will advise the employee of the specific offense(s) and the reason(s) for the intended imposition of the discipline.

Letters of intent to impose discipline shall not be issued to an employee for any offense of which the employee's Captain or superior officer above Captain has had actual knowledge for more than ninety (90) calendar days, except where a civil action or criminal proceeding results from the offense, in which event the charge may be made within ninety (90) calendar days of the final judgment.

### **Section 3**

Within fourteen (14) calendar days from receipt of the written intent to impose discipline, the employee and the employee's duly accredited representative will meet with the Chief of Police or his/her representative for the purpose of resolving the matter. At the meeting, the parties will either agree in writing to the amount of discipline to be assessed, if any, or failing to resolve this matter at that meeting, the Authority may assess whatever discipline it considers appropriate within ten (10) calendar days of the date of said conference, subject to appeal pursuant to Section 4 hereof.

### **Section 4**

If the employee is dissatisfied with this decision, the employee shall have the right to appeal, in writing, either personally or through the employee's duly accredited representative, to the Director of Labor Relations or his/her designee, providing written request is made to such official within thirty (30) calendar days of the date of the decision.

The appeal will be docketed for discussion within thirty (30) calendar days of receipt by the Director of Labor Relations. A decision on the appeal shall be rendered within thirty (30) calendar days of the date of the conference.

This appeal shall act as a stay of any discipline imposed, except where an employee is already out of service or the discipline assessed was dismissal.

### **Section 5**

Any appeal from the decision of the Director of Labor Relations or his/her designee, may be submitted to an impartial arbitrator, within thirty (30) calendar days of the date of such decision. The parties agree to apply the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA) to assist in selecting an arbitrator and scheduling the date of the hearing. Arbitration may be initiated by the employee's duly accredited representative by giving written notice to the Authority's highest designated officer, and by filing, at the regional office of AAA located nearest the employee's work location, copies of the notice.

This appeal shall act as a stay of any discipline imposed, except where an employee is already out of service or the discipline assessed was dismissal.

### **Section 6**

The hearing will be conducted by the Arbitrator in whatever manner will most expeditiously permit the full presentation of all evidence and arguments for both parties.

The employee may be represented at the arbitral hearing by the employee's duly accredited representative or PBA counsel.

The Authority will provide witness lists and documents to be entered into evidence at the arbitral hearing seven (7) days prior to the hearing date.

### **Section 7**

The decision of the Arbitrator will be final and binding on the Authority, the Union and the employee involved and is subject to review only to the extent permissible by law. The arbitrator will have the authority to make decisions only on the issues presented and will have no authority to change, amend, add to or detract from any of the provisions or terms of this Agreement.

### **Section 8**

The salary and expenses of the Arbitrator will be shared equally by the Authority and the Union. All other expenses will be paid by the party incurring them.

### **Section 9**

Time limits provided for in this Rule may be extended or waived by mutual agreement between the parties.

The parties agree to process all discipline cases involving the dismissal of an employee as expeditiously as possible.

## **ARTICLE 8 PBA Activity**

### **Section 1**

The PBA Executive Committee (seven (7) Board Officers and eleven (11) Trustees) shall be recognized as representatives of the PBA within their respective territories and commands and will be excused from scheduled tours of duty on the day that they are required to attend quarterly PBA meetings. The PBA will supply the Authority with their schedule of quarterly meetings prior to vacation selection.

In the event that a committee member is unable to attend said quarterly meeting because of illness which requires remaining at home or hospitalization, or absence from the New York metropolitan area on leave or by assignment, or required court appearance, then and only then will a designated alternate employee be excused from duty as spelled out in this Section. The PBA will provide the Authority with a list of those attending each such meeting, which shall be the basis for their payment.

In accord with applicable law, there shall be no discrimination by the Authority against any employees because of lawful PBA activity.

## **Section 2**

In recognition of the substantial workload caused by the transition to a consolidated Police Force, the Authority shall release with pay on a full-time basis no more than four (4) Union officers, as designated by the President, to conduct union business. In addition to the foregoing, there shall be an Annual Release Time Bank of four thousand (4,000) hours which may be accessed by the President of the Union to release from duty other Union officials for the conduct of union business, including but not limited to regularly scheduled Union meetings. Effective June 1, 2005, the annual release time bank shall be increased to 4,300 hours. This paragraph shall remain in effect during the term of this agreement and the subsequent status quo period, if any.

## **Section 3**

The PBA President shall receive the wages of the highest paid title in the bargaining unit (Lieutenant); the PBA Executive Vice-President shall receive the wages of the second highest title in the bargaining unit (Detective Sergeant); and the two PBA Area Vice-Presidents (North and East) shall receive the wages of the third highest title in the bargaining unit

(Sergeant). Employees who hold these four positions shall receive the aforementioned wages or the wages of his/her current rank, whichever is greater. These Union representatives shall receive these wages for union business and shall no longer be eligible for overtime compensation under Appendix B of the Collective Bargaining Agreement. These Union representatives shall continue to receive longevity payments, night shift differential (based upon assignment selected), and all other contractual benefits to which they are entitled.

The date that an employee becomes a member of the PBA Executive Board on full-time release shall begin their first step in the wage progression of each title. The four current PBA full-time release Union representatives shall be credited with all time served on the Executive Board in full-time release positions towards the wage progressions of each title.

Any full-time released Union official may cash in up to two (2) weeks of unused annual leave once per year. 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. This provision shall be applied prospectively and retroactively to January 1, 1998. 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 this paragraph.

#### **Section 4**

The Authority will not involuntarily transfer Executive Board Officers or Trustees, (as those terms are understood as of this date), during their term of office except for good cause shown after a due process hearing. Provided, however, that nothing herein diminishes the Authority's right to discipline, including suspension or termination, such officer or trustee pursuant to Article 7 of the Collective Bargaining Agreement.

**ARTICLE 9**  
**Hours and Overtime**

**Section 1 - Overtime Pay**

(a) All authorized overtime in excess of the normally scheduled work day or work week, whether of an emergency or non-emergency nature, shall be compensated for either by cash payment or compensatory time off, at the rate of time and one-half.

Night shift differential and longevity payment will be included in the calculation of the overtime rate.

(b) In order to preserve the intent and spirit of this Agreement on overtime compensation, it is understood that effective June 28, 2004, employees may not accrue more than sixty (60) hours of compensatory time at any one time, except at the sole discretion of the Authority, and that there shall be no rescheduling of days off and/or tours of duty.

(c) Employees required to attend court proceedings, including examinations before trial in conjunction with an arrest or Authority-directed appearance outside of and not continuous with a regular work assignment shall be granted one (1) additional hour at the straight time rate of pay for all time spent in reporting to and returning from court or place of such Authority-directed appearance. Employees required to appear in court outside their territorial region on the Authority's behalf shall be granted an additional two (2) hours at the straight time rate of pay. Travel allowances are not includable for purposes of determining any overtime entitlement. An employee may sign on and off duty at his/her district and travel to Court in a department vehicle if operationally available at the discretion of the Department. This process shall be applied to each individual in a fair and equitable manner.

(d) Employees shall be guaranteed at least four (4) hours' pay at the overtime rate for court appearances on scheduled days off.

(e) Overtime may be cancelled by the Department without penalty with at least twenty-four (24) hours' notice.

**Section 2 - Meal Allowance**

The Authority will provide a meal allowance of \$10.00 to an employee after the employee has performed four (4) consecutive hours of overtime work immediately following the employee's regular work assignment.

## **ARTICLE 10**

### **Recall After Tour**

#### **Section 1**

Any employee who is recalled to duty after having completed his/her regular tour of duty but four (4) hours or more before the commencement of his/her next regular tour and who is released without having been assigned to duty prior to the commencement of said next regular tour shall receive a minimum of four (4) hours pay pursuant to the regular overtime provisions of this Agreement that is, in cash or compensatory time off, at his/her sole option, at the rate of time and one-half (i.e., the equivalent of six (6) hours compensation at his/her straight time rate).

#### **Section 2**

Any employee who is recalled to duty after having completed his/her regular tour of duty but six (6) hours or more before the commencement of his/her next regular tour and who assigned to duty and then released from duty prior to commencement of said next regular tour shall receive a minimum of six (6) hours pay in cash or compensatory time off, at his/her sole option, at the rate of time and one-half (i.e., the equivalent of nine (9) hours compensation at his/her straight time rate).

#### **Section 3**

In the event that the actual time spent on recall defined in Sections 1 and 2 of this Article extends beyond the minimum periods provided herein, the employee shall receive pay pursuant to the regular overtime provisions of this Agreement for the full period of time actually spent on such recall.

#### **Section 4**

Notwithstanding anything to the contrary provided herein, any employee who is recalled to duty after having completed his/her regular tour of duty but before the commencement of his/her next assignment for a period which extends into the commencement of that next regular tour shall receive pay pursuant to the regular overtime provisions of this Agreement only for the actual time so assigned or held.

#### **Section 5**

(a) Notwithstanding anything to the contrary in Sections 1 through 4 of this Article, any employee who is recalled to duty after having completed his/her regular tour of duty but less than four (4) hours before the commencement of his/her next regular tour and who is released without having been assigned to duty prior to the commencement of that next regular tour shall receive pay in cash or compensatory time off, at his/her sole option, at the rate of time and one-half, for the actual time between the beginning of such recall and the commencement of that next regular tour.

(b) Notwithstanding anything to the contrary in Sections 1 through 4 of this Article, any employee who is recalled to duty after having completed his/her regular tour of duty but less than six (6) hours before the commencement of his/her next regular tour and who is assigned to duty and then released from duty prior to the commencement of that next regular tour shall receive pay in cash or compensatory time off, at his/her sole option, at the rate of time and one-half, for the actual time between the beginning of such recall and the commencement of that next regular tour.

### **ARTICLE 11 Basic Workweek and Assignment**

#### **Section 1      Annual Compensation**

Annual compensation is based upon 2,088 hours of service. The hourly, daily, and overtime rate and leave time shall continue to be based upon 2,088 hours.

## **Section 2 Duty Schedule**

The duty schedule of all employees, except Administrative Unit personnel, employees assigned to other agencies, or as otherwise provided for herein, shall be an annual work schedule of 174 non-rotating twelve (12) hour and twenty (20) minute tours of duty.

Lieutenants in Districts 3, 4, 5, and 6 shall be assigned to a non-rotating schedule of one hundred seventy-four (174) tours of twelve hours and twenty minutes (12:20) each. Lieutenants in Districts 1, 2, 7, and 8 shall be assigned to a non-rotating schedule of two hundred eight (208) tours of ten hours and sixteen minutes (10:16) each.

Employees on restricted or modified duty will work a maximum of five 8-hour tours per week and will not be eligible to receive "Chart Days."

The MTA will not implement shifts with starting or finishing times between midnight and 5:00am. Except as otherwise provided for in this agreement, employees will start and end their tours from their permanent reporting locations.

### **Platoons**

Employees shall be deployed over two (2) platoons (tour hours) of twelve (12) hours twenty (20) minutes each. Detectives and Detective Supervisors shall have the option of using only one (1) platoon. The one (1) or two (2) platoons utilized by Detectives and Detective Supervisors may vary with the start and finishing times of patrol. The two (2) platoons utilized by each patrol district may have varying starting and finishing times; e.g. District One may use 7:00 a.m. - 7:20 p.m. and 7:00 p.m. - 7:20 a.m. as their two (2) platoons, but District Three may use 9:00 a.m. - 9:20 p.m. and 9:00 p.m. - 9:20 a.m. as their two (2) platoons.

Should the Department desire to implement three (3) or more platoons, it must first notify the PBA in writing and commence negotiations regarding the additional platoons for thirty (30) calendar days from the date of receipt of notification.

If the parties are unable to agree, they shall schedule a hearing date within sixty (60) calendar days from the expiration of the

thirty (30) day period, and submit the matter to Arbitrator John Sands for final determination. The parties agree to limit the hearing to one (1) day and request an expedited decision within seven (7) days.

The issue before the arbitrator shall be limited to whether or not the Department can implement additional platoons.

#### **Administrative Units**

Employees assigned to Administrative Units will work five (5) tours of eight (8) hours and (38) minutes with two (2) consecutive rest days. Such employees shall be allowed nineteen (19) chart days.

#### **Detectives-Anti-Crime Unit**

Detectives assigned to the Anti-Crime Unit will receive a two-week chart schedule by region and/or district to be determined by the his/her immediate supervisor except when the exigencies of the Department dictate otherwise.

#### **Detectives**

Detectives and Detective Supervisors not assigned to administrative units will receive a two-week chart schedule by region and/or district to be determined by his/her immediate supervisor except when the exigencies of the Department dictate otherwise.

#### **Inter-Agency Counter -Terrorism Task Force (ICTF)**

All employees assigned to ICTF shall work four (4) consecutive ten (10) hour tours followed by three (3) days off except administrative personnel who shall work the Administrative Unit chart and employees assigned to an outside agency who, if necessary, shall work the chart of the officers from that agency.

The Chief of the MTAPD shall make appointments to the ICTF, which shall not be subject to the Annual Seniority Selection.

#### **Property and Evidence Unit**

The Police Officer assigned to the Property and Evidence Unit will have a permanent chart of four (4) consecutive ten (10) hour workdays followed by three (3) consecutive relief days.

#### **Anti-Terrorism Crime Unit (ATCU)**

Employees assigned to ATCU shall work a ten (10) hour shift chart with four (4) days of work, and then three (3) consecutive relief days.

The MTAPD will assign members of the ATCU to a two (2) week chart which will outline each member's sign on location, shift and days off. Any deviation in the chart shall be made at least two (2) weeks in advance; otherwise changes shall be deemed "tour changes" as outlined in the CBA. During the two (2) week chart period, an employee will have the same work location, shift and days off. Tours of duty shall be limited to 0600 x 1600 and 1300 x 2300. If, in the future, the MTAPD decides that the above mentioned shifts are not desirable, the parties will meet to discuss changing the starting times and will endeavor to agree on two (2) different shifts to replace the ones outlined above.

The Chief of the MTAPD shall make appointments to the ATCU, which shall not be subject to the Annual Seniority Selection. The unit shall consist of the following: one (1) Lieutenant, one (1) Eastern Region Detective, , one (1) Eastern Region Sergeant, five (5) Eastern Region Police Officers, one (1) Northern Region Detective, (1) one Northern Region Sergeant, five (5) Northern Region Police Officers and two (2) Southern Region Police Officers.

Sign on locations within the Eastern Region shall be limited to District #2 and District #3. Sign on locations within the Northern Region shall be limited to District #5, District #6 and the Croton Harmon Yard. Sign on location for the Southern Region will be limited to the District #9 Headquarters.

Any employee who is released from the ATCU unit that does not have an assignment in the Patrol Chart shall be allowed to choose an assignment (location, tour and days off) commensurate with such employee's seniority. The Department will create an assignment for such employee until the next general selection of assignments.

Employees volunteering for an assignment in the ATCU will commit to staying in the unit for the duration of the yearly assignment period.

The ATCU shall be assigned to plainclothes duties, and not be assigned to uniform patrol duties unless agreed on a case-by-case basis by the MTAPD and the MTAPBA.

For the purposes of overtime distribution, the ATCU will be guided by the current overtime distribution guidelines.

### **Highway and Bridge Safety Unit**

Employees shall be placed in a Highway and Bridge Safety detail as appointed positions. Employees shall not, routinely, be re-assigned to other functions. No more than fifty police officers will be assigned to this unit. No more than ten Sergeants, Lieutenants and/or Detective Supervisors (hereinafter referred to collectively as "Superior Officers below the rank of Captain" will be assigned to this unit.

### **Canine Unit**

The parties agree that employees may volunteer for and shall be assigned to the Canine Unit at the sole discretion of the Director of Security. The decision to appoint, or not appoint, a candidate will not be subject to the Grievance Procedure of the Agreement.

Canine Unit employees will be scheduled to work the Patrol Chart.

Employees selected for the Canine Unit will commit to stay with the unit for a four-year period. An employee may submit a request to be released from the unit prior to fulfilling his/her commitment for good and sufficient cause to the Director of Security.

Canine Unit employees will be considered to be assigned to the District to which they report for purposes of the contractual lock-in periods and application of overtime rules for non-canine overtime assignments.

If a Canine Unit employee's dog is unable to work due to illness or injury, the employee shall temporarily revert to the Patrol Force of the District to which assigned and perform other police duties until such time as the dog is fit for duty or replaced. The Department may in its discretion require an employee to kennel the dog and temporarily revert to the Patrol Force of the District to which they are assigned to perform other police duties due to unforeseen circumstances beyond the Department's control. The Department will not revert Canine Unit employees to the Patrol Force for the purpose of filling vacancies.

The parties agree that a Canine Unit employee in good standing who has satisfied the four-year commitment to the Canine Unit may request to adopt the dog subject to the approval of the department. The decision of the department regarding the adoption shall not be subject to the Grievance Procedure. Until an adoption is approved all dogs remain the property of the MTA. The provisions of this paragraph shall not apply to an employee utilizing a dog that is his or her personal property.

The parties agree that, due to the special qualifications of Canine Unit employees, only employees assigned to the Unit will be eligible to perform Canine Assignments.

The MTA reserves the exclusive right to manage and determine the business methods by which it provides Canine Police Services. The Authority reserves the right to use a kennel to maintain its canines in lieu of requiring employees to care for the dogs in their own personal residences.

#### **Emergency Services Unit**

The Unit shall be limited to a maximum of twenty-five (25) Police Officers and a total of six (6) Superior Officers below the rank of Captain, that have successfully completed the New York City Police Department Emergency Services Training Course. All members of the Unit will be volunteers selected by the Chief of Police. The MTA Police Department will schedule members to sign on duty at any MTA Police Department facility.

Members of the Unit shall be assigned to the Patrol Schedule as outlined in the CBA.

#### **Extra List**

As outlined in Appendix M, up to thirty (30) existing, budgeted police officers/detective positions and up to ten (10) existing, budgeted superior officer positions shall be designated on the bid as "Extra List" positions. Notwithstanding the above, the number of Lieutenant positions designated as "Extra List" positions shall not exceed two. Employees who select Extra List positions will receive "plain clothes" training.

### **Section 3 - Exchange of Assignment**

Employees may provide for an exchange of duty assignments subject to the following conditions:

a) Requests to provide for an exchange of assignments must be submitted in a manner as designated by the Chief of Police on at least seventy-two (72) hours notice in advance of the intended change of assignments.

(b) Employees requesting an exchange of assignments must ascertain that no physical or duty restrictions will prevent their covering the assignments which are to be exchanged.

(c) Work to be performed on assignments which are exchanged must permit each employee to have at least eight (8) hours time off duty both before and after they are scheduled to perform work on such exchanged assignments.

(d) An employee may be a participant in no more than five (5) assignment exchanges in a calendar year.

(e) Requests for an exchange of assignment will be granted subject to the exigencies of service as determined by the Chief of Police, and will be at no additional cost to the Authority.

(f) Employees who fail to cover an "exchanged assignment" will be subject to disciplinary action, and will not be permitted to be a participant in an exchange of assignments for a succeeding twelve (12) month period of time.

#### **Section 4 - Ten Tours Rescheduling**

The parties agree to allow the Police Department to reschedule ten (10) tours per year per employee. All employees must have a minimum of twenty four 24 hours notice and seven (7) hours and forty two (42) minutes between tours. A tour change shall not reduce an employee's relief day swing below the amount of time off the employee was scheduled for immediately prior to the tour change. This provision may not be used to reschedule an employee if its purpose is to discipline that employee. The ten (10) tour rescheduling may also include a change in an employee's headquarters with or without a change in the employee's starting time. In the event that a tour change includes a change in headquarters from one District to another, the employee involved shall be credited with one and one half (1½) hours of compensatory

time at the straight time rate. Further, a tour change that includes a change in headquarters on the first tour following an employee's relief days shall be made prior to the completion of the employee's last tour before the employee's relief days.

Any deviation in starting times in excess of thirty (30) minutes or a change in the employee's headquarters with or without a change in starting time constitutes a tour change with the exception of all mandatory training and voluntary training requested by employees. Relief from the ten (10) tour restriction shall also be allowed to those employees who become certified as Instructors when they provide such training to our MTA Police Officers.

Probationary Police Officers shall be exempt from the tour change provisions while enrolled in recruit training (Academy Training and subsequent twelve (12) week field training program).

The Department shall not reschedule tours in order to avoid the payment of overtime except as provided in this section.

If, during the first ten (10) tour changes, an employee's tour is changed with less than 24 hours notice, s/he shall be compensated with time and one half (1½) pay for all time worked before and/or after his/her regularly scheduled tour, or two (2) hours at time and one half (1½), whichever is greater. It shall not include those tour changes specifically exempted from the tour change penalty: mandatory training, voluntary training, probationary employees and Certified Instructors. It shall also not apply to tour changes in excess of ten (10) for which the existing penalty shall be the sole remedy.

The MTA may 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 (10) tour changes already permitted. Short swings for training shall only shorten relief swing days, not swings between consecutive work days. Short swings for training shall not shorten the relief day swing by more than twelve (12) hours.

## **Section 5**

The Authority recognizes the importance of an employee's safety. To provide a level of safety, it is hereby agreed that between the hours of 4:30 pm and 8:00 am, two (2) employee radio motor patrols

and terminal patrols will be utilized within the confines of New York City. This will apply only during normal patrolling of sectors within New York City.

For the purposes of this section, as it relates to terminals, two (2) employee patrols will not dictate companion patrolling. Furthermore, the Department will endeavor to insure employee safety in all districts outside the City of New York.

**ARTICLE 12**

**RATES OF PAY**

**Section 1 - Employees Hired before January 29, 2014**

	10/15/11	10/15/12	10/15/13	10/15/14	10/15/15	10/15/16	10/15/17	4/15/18
	3%	2%	2%	3%	2%	2%	3%	\$1,000
Patrolman 6th Grade	42,060	42,901	43,759	45,072	45,974	46,893	48,300	49,300
Patrolman 5th Grade	45,787	46,703	47,637	49,066	50,047	51,048	52,580	53,580
Patrolman 4th Grade	50,757	51,772	52,808	54,392	55,480	56,590	58,287	59,287
Patrolman 3rd Grade	56,975	58,114	59,277	61,055	62,276	63,521	65,427	66,427
Patrolman 2nd Grade	63,762	65,037	66,338	68,328	69,695	71,089	73,221	74,221
Patrolman Basic	86,531	88,261	90,027	92,728	94,582	96,474	99,368	100,368
ESU	\$3,500 per year more than the basic rate of pay for the applicable rank							
Detective	\$7,000 per year more than the basic rate of pay for the applicable rank							
Sergeant 1st Year	96,609	98,541	100,512	103,527	105,598	107,710	110,941	111,941
Sergeant 2nd Year	99,794	101,790	103,826	106,940	109,079	111,261	114,599	115,599
Sergeant 3rd Year	102,979	105,039	107,139	110,354	112,561	114,812	118,256	119,256
Sergeant 4th Year	107,227	109,371	111,559	114,905	117,203	119,547	123,134	124,134
Lieutenant 1st Year	109,685	111,878	114,116	117,540	119,890	122,288	125,957	126,957
Lieutenant 2nd Year	113,309	115,575	117,886	121,423	123,851	126,328	130,118	131,118
Lieutenant 3rd Year	116,930	119,269	121,654	125,304	127,810	130,366	134,277	135,277
Lieutenant 4th Year	121,758	124,194	126,678	130,478	133,087	135,749	139,822	140,822

**Section 2 - Police Officers Hired on or after January 29, 2014**

8th Grade (Entry Rate)                      \$41,000

7th Grade (2nd yr. rate)	\$46,000
6th Grade (3rd yr. rate)	\$52,000
5th Grade (4th yr. rate)	\$60,000
4th Grade (5th yr. rate)	\$68,000
3rd Grade (6th yr. rate)	\$78,000
2nd Grade (7th yr. rate)	\$88,000
Patrolman Basic (Top Rate)	As determined by the labor agreement in effect.

Retroactive Payments

Retroactive wage payments shall be granted only to current employees for service performed since October 15, 2011 and on a pro-rated basis for the employees who since October 15, 2011 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.

Adjustment to Base Wage

Effective April 15, 2018, all ranks and steps shall receive a \$1,000 one-time adjustment to base wages.

Night Differential:

No night shift differential shall be paid to employees while in the academy. Effective 1-1-95, Patrolmen from six (6) months of service through five (5) years, who were hired after 6-30-91, will have a night differential rate which will be the ratio of the employee's current base salary to the current maximum base salary.

New Hire Progression Steps:

Employees hired before January 29, 2014 shall be subject to the six step salary schedule indicated in Section 1 above. Police Officers hired on after January 29, 2014 shall be paid in accordance with the above eight step annual wage progression throughout the term of this agreement. Employees are eligible to move to the next salary grade on their anniversary dates.

Return from Layoff

A laid off employee who is returned to service in the employee's former title; or in a comparable title from a preferred list, shall receive the basic salary rate that would have been received by the employee had the employee never been laid off, up to a maximum of two (2) years of general salary increases.

**Article 12** (continued)

**Section 2**

This Section intentionally left blank.

**Section 3 - Canine Unit Compensation**

a) This section is effective May 24, 2002.

b) Dog care work in excess of the normally scheduled work day or work week, as defined by the Agreement and which shall include compensated time off, shall be paid at one and one half (1½) times the rates as set forth below. The night shift differential and longevity provisions of the agreement shall not apply to this special hourly rate for dog care work. The election of compensatory time, in lieu of cash payment, is not available for dog care work.

10/15/11	3.00%	\$12.83
10/15/12	2.00%	\$13.09
10/15/13	2.00%	\$13.35
10/15/14	3.00%	\$13.75
10/15/15	2.00%	\$14.03
10/15/16	2.00%	\$14.31
10/15/17	3.00%	\$14.74

c) The amount of time that an employee is authorized to spend on dog care work each workday during off-duty hours is 60 minutes. This time should be spent on the following activities: Feeding, training, exercise, cleaning facilities, and grooming.

d) The amount of time that an employee is authorized to spend on dog care work each day the employee does not work is 90 minutes. This time should be spent on the following activities: Feeding, training, exercise, cleaning facilities, and grooming.

e) Employees shall not spend more than 60 minutes on dog care on a work-day or 90 minutes on a non-work day, without the written prior approval of his or her supervisor. If the above limit is exceeded under circumstances that made it impossible to obtain prior approval (e.g., as a result of an emergency), the employee must notify his/her supervisor within 24 hours thereafter.

f) The parties recognize that the dog care work referred to in paragraphs c and d above may result in an employee working in excess of the "maximum workweek" pursuant to 29 U.S.C. § 207 (a) and (k). It is the express intent of the parties, by this Agreement, to establish a bona fide rate for dog care work pursuant to 29 U. S. C. § 207 (g) (2), and to pay one and one-half times that rate whenever the "maximum workweek" per 7 day

tour is exceeded or the employee works in excess of his/her regularly scheduled work week, so that no violation of 29 U. S. C. § 207 (a) results.

g) There will be no restrictions on traveling to and from work. Canine Unit employees will be required to bring their dogs to and from work each day and to house the dogs at their residences.

(1) An employee using his/her own personal vehicle for commutation to and from their work location to transport a Department Canine will, upon request, be provided: a reasonable amount of car wash slips, but not to exceed one per week in the amount of \$10.00; Police Department parking placards; and reimbursement for bridge or tunnel fare incurred in commuting with a dog to and from their work location.

(2) Employees using a MTA mass transit provider for commutation to and from their work location will be provided with written authorization from the MTA for the canine to be on mass transit.

(3) In addition to the transportation methods described in subparagraphs (1) and (2) of this subsection g, the Police Department will provide five department vehicles to Canine Unit employees for transporting their Canines for Police business as well as to and from their residences. The decision to provide additional vehicles is at the sole discretion of the Director of Security. The provision of vehicles to employees is not a contractual right that may be revoked at any time and is not subject to the Grievance Procedure. Employees who are issued vehicles will be responsible for following all procedures promulgated by the Department with regard to their use. Department vehicles will be equipped with EZ-Pass and gas cards for official use only, including transportation of canines to and from an employee's residence. The Department will make an effort to provide vehicles without Police Department markings.

h) The parties agree that the time that an employee spends traveling to and from work with the dog is not compensable under the Agreement. In the event that a court of competent jurisdiction should render a final decision or order (or the MTA should stipulate or otherwise agree) that such time is "time worked" within the meaning of the Fair Labor Standards Act, the parties agree to negotiate the wage rate that shall be used (pursuant to 29 U. S. C. § 207 (g) (2)) to determine any FLSA overtime liability that might be due. In no event would night shift differential or longevity apply to travel time, nor may comp time be used in connection with travel time.

i) Canine Unit employees shall not receive the Canine Care rate of pay for days that the dog has been kenneled at the expense of the MTA. With prior authorization, employees may kennel their dogs, in a department approved facility, during vacation leave, sick leave, or other absences where the employee is unable to care for the dog. Authorized kenneling

expenses will be paid by the MTA pursuant to regulations issued by the Police Department.

j) Canine Unit employees on sick leave for a period in excess of sixty calendar days will be required to kennel their canines and revert to a forty-hour week. This shall not apply to employees injured in the line of duty.

k) All expenses related to the care of the dog and approved by the MTA Police Department will be provided for by the MTA. Employees will follow all procedures promulgated by the MTA with regards to these expenses.

## **ARTICLE 13 Detectives and Detective Supervisors**

### **Section 1**

The Authority shall have the right to appoint such number of Detectives and Detective Supervisors as it shall determine are necessary to the operation of the department. The decisions of the Chief of Police with respect to appointments and terminations of appointments shall not be subject to any right of appeal except as set forth below. Detectives and Detective Supervisors appointed after January 1, 1998 may be assigned to any region upon appointment but shall have the right of reassignment to the detective's former region upon the creation of an appropriate vacancy.

Detectives and Detective Supervisors who are placed in an on call status by authorization of the Chief of Police, will be allowed one (1) hour pay for each four (4) hours that they are on call. Payment of on call pay will be at the straight time rate of pay and is not includable for the purposes of overtime pay calculations.

The rate of pay of Detectives and Detective Supervisors shall be \$7,000.00 per year more than the basic rate of pay for the applicable rank.

### **Section 2**

Detectives and Detective Supervisors continue to be assigned in accordance with the operational needs of the Department.

### **Section 3**

After successful completion of three (3) years of service in the rank of Detective, Detectives shall not be relieved from their positions except pursuant to Article 7 or due to reductions in force as a result of budget constraints.

## **ARTICLE 14**

### Uniform Allowance

The Authority shall pay to each employee a uniform allowance of \$1,000.00 per year in accord with the existing standard procedures.

Employees shall be provided with 9 mm firearms. If an employee has already purchased such weapon, upon production of receipt or proof of purchase, the employee shall be reimbursed in the amount the Department would have paid to provide it.

An employee leaving the employ of the Authority will be given a 9mm handgun only if he/she leaves service due to a service or disability-based retirement.

### ARTICLE 15 Longevity Adjustments

[(a)] Longevity increments paid to employees will be:

	<u>Annual</u>	<u>Hourly</u>	
5 Years	\$4,810	\$2.304	*
10 Years	\$5,810	\$2.783	*
15 Years	\$7,810	\$3.740	* (R)
20 Years	\$8,810	\$4.219	**
25 Years	\$9,810	\$4.698	**

**NOTE:** The longevity in the amounts indicated herein by a single asterisk (\*) shall not be deemed to be part of salary for purposes of retirement allowances unless at the time of retirement an employee paid at such rates shall have completed twenty (20) years of service; and the longevity adjustments in the amount indicated herein by a double asterisk (\*\*) shall not be deemed to be part of salary for purposes of retirement allowances unless at the time of retirement an employee paid at such rates shall have completed twenty-five (25) years of service, except that an employee who has more than twenty (20) years, but less than twenty-five (25) years of service at the time of retirement shall have the adjusted rates indicated by a capital letter "R" deemed to be part of salary for purposes of retirement allowances.

### ARTICLE 16 Payment for Holiday Work

Each employee shall be compensated 96 hours in holiday pay annually. Employees will be paid for 48 holiday hours in January and 48 holiday hours in July.

**ARTICLE 17**  
**Leaves**

**Section 1**

Each employee shall accrue one (1) personal leave day with pay each calendar year during which the employee is employed by the Police Department, which the employee shall be entitled to take, at the employee's discretion, subject to the exigencies of the Police Department. A leave day shall consist of an excusal from one (1) regular tour of duty.

One (1) police officer in each district and one (1) supervisor in each region will be guaranteed leave, if requested, on weekends and on the following holidays: New Year's Day, President's Day, Martin Luther King Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Election Day, Christmas Eve, Christmas Day, Columbus Day.

Once an employee is granted a paid leave day in accordance with the two paragraphs above, he/she will be ineligible to cancel the paid leave day within 72 hours of the employee's tour of duty if the assignment that the employee holds has been filled by an employee on overtime. All requests to cancel a guaranteed leave day must be made in writing by the employee to the Operations Support Unit, which will acknowledge the cancellation to the employee or his/her immediate supervisor.

**Section 2 Sick Leave**

(a) Each employee shall be entitled to leave with pay for the full period of any incapacity due to illness, injury or mental or physical defect, whether or not service connected. When an employee has been continuously absent from and unable to perform the duties of his or her position for three hundred sixty-five (365) calendar days or more by reason of a disability, other than a disability resulting from occupational injury or disease as defined in the workmen's compensation law, his or her employment status may be terminated. All restrictions on the use of sick leave, procedural, due process and re-employment safeguards contained in §73 of the New York State Civil Service Law shall be applicable to all employees.

(b) The Authority shall consult with representatives of the PBA prior to the institution of any new sick leave programs so that undue restrictions will not be placed upon employees. The Department will call or visit the employee's home only between the hours of 9:00 am and 8:00 pm.

(c) Maternity leave will be handled in accordance with the Family and Medical Leave Act (FMLA). Employees shall be granted paid maternity leave for the period of time that the employee is incapacitated as determined by the established medical review process, which is currently eight weeks.

(d) Employees injured while working at an MTA transportation facility shall be treated for workers' compensation purposes as if the MTA affiliate is a co-employer with the Metropolitan Transportation Authority.

(e) The parties agree that should a court of competent jurisdiction declare the provision in Article 17, Section 2 (d) invalid, all other provisions of the collective bargaining agreement shall not be affected. The MTA shall hold the PBA harmless and shall defend and pay all claims or damage awards arising out of the provision. However, the PBA, if named as a defendant in a lawsuit, will cooperate and join in the defense of this provision.

(f) 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.

(g) In the event that an employee is out of service on sick leave and a scheduled chart day occurs during such illness/injury, the chart day shall be used as scheduled.

It is further mutually agreed that no chart time will be deducted from an employee's schedule due to sick leave time used.

(h) Confinement Policy- The parties will continue to negotiate reasonable confinement procedures. If the parties fail to reach agreement, the current procedures shall be maintained.

(i) The Authority agrees to maintain no less than five (5) light-duty positions.

(j) The parties have not finalized language to reflect Paragraph 10 of the Sands January 26, 2005, Interest Arbitration Award.

### **Section 3 Death-in-Family Leave**

In the event of a death in an employee's immediate family and upon application and approval of the employee's supervisor, an employee shall receive leave with pay not exceeding four (4) consecutive regular tours of duty. For the purposes of this Section, the phrase "immediate family" shall include any of the following: (a) a spouse, (b) a natural, foster or step-parent, child, brother or sister, (c) a father-in-law or mother-in-law, or (d) any relative residing in the employee's household. The supervisor granting such leave shall verify the death and relationship of the deceased. If the deceased was in the military service of the United States at the time of death, the employee requesting leave shall produce the official notice of death.

### **Section 4 Military Leave**

Military leave not exceeding a total of thirty (30) days in any one (1) calendar year and not exceeding thirty (30) days in any one continuous period of such absence shall be granted with pay to any employee requiring such leave to satisfy military obligations.

**Section 5 Leave to Attend Hearings**

Individual employee grievants shall be granted leave with pay for such time as is necessary to testify at arbitration hearings.

Leave with pay shall be granted to three (3) employees who are named grievants in a group arbitration proceeding, for such time as is necessary for them to testify at their group arbitration hearings.

**Section 6 Jury Duty**

Leave shall be granted with pay for the twenty-four (24) hour periods in which any employee is required to perform jury duty. Employees shall immediately notify their commanding officers upon receipt of a notice to appear for jury duty.

Upon completion of jury duty employees shall provide official documentation of their jury duty service, including dates and times of attendance in the form of a court-issued Certificate of Service.

**Section 7 Leave of Absence**

A leave of absence of up to one (1) year may be allowed upon approval of the Chief of Police. The parties recognize that the granting of a leave of absence is at the discretion of the Chief. The decision of the Chief is final and shall not be subject to any appeals process including, but not limited to, the Grievance Procedure.

**ARTICLE 18  
Vacations**

**Section 1**

The Department shall provide the following authorized annual vacations:

- (a) Following the first five (5) years of service: 216 hours
- (b) During the first five (5) years of service: 160 hours
- (c) During the calendar year in which the fifth anniversary appointment occurs:

If Appointment Date is:  
FROM                      TO

Vacation Allowance Shall Be:

Jan 1	Feb 14	216 Hours
Feb 15	Apr 15	208 Hours
Apr 16	June 15	200 Hours
June 16	July 15	192 Hours
July 16	Sept 15	184 Hours
Sept 16	Nov 15	176 Hours
Nov 16	Dec 15	168 Hours
Dec 16	Dec 31	160 Hours

(d) This Section intentionally left blank.

(e) For the purposes of vacation accrual, the methods utilized by the predecessor railroad police departments will be adopted as follows:

- 1) The annual vacation entitlement shall be granted to each employee who renders compensated service during the preceding calendar year. Employees who have taken an unpaid leave of absence(s) or who have been assessed a disciplinary suspension(s) which individually or cumulatively total 160 hours or more will have their vacation entitlements pro-rated for the following year.
- 2) Newly hired employees will not be entitled to any annual vacation entitlement in their first calendar year of service. Their entitlement in their second calendar year will be based on the pro-rata formula listed below:

If Date of Hire is:	Vacation Allowance in Subsequent Calendar Year Shall be:	
From:	To:	Allowance:
January 1	February 14	160 hours
February 15	April 15	130 hours
April 16	June 15	110 hours
June 16	July 15	80 hours
July 16	September 15	60 hours
September 16	November 15	40 hours
November 16	December 15	20 hours
December 16	December 31	0 hours

- 3) In instances where employees separate from service due to a regular retirement, disability retirement, or resignation with a vested right, and that employee has rendered eight hundred (800) hours of compensated service in the year of separation, he/she shall be compensated for the full vacation entitlement for the following year.

This lump sum payment is not pensionable consistent with the terms of the MTA Police Pension Plan.

- 4) Sick leave due to an illness or injury that is not service-connected does not count towards the mandated eight hundred (800) hours required to earn full vacation entitlement in the last year of service except to the extent indicated below:

Years of Service	Sick Hours Includable
5 up to 15 years	160 hours
More than 15 years	240 hours

All years of service above include time granted as a MTA employee or time granted as an employee with either the Metro-North Rail Road, Long Island Rail Road, or Staten Island Rapid Transit Operating Authority Police Departments.

- 5) If an employee's employment is terminated for any reason whatsoever, including but not limited to retirement, resignation or discharge, he or she shall at the time of such termination be granted full vacation pay earned up to the time he or she leaves service, including pay for vacation earned in the preceding year or years and not yet granted. Vacation pay for the year following separation shall be paid on a pro-rata basis unless the employee qualifies for the full vacation entitlement as otherwise outlined in this Agreement. If an employee thus entitled to vacation or vacation pay dies, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his or her estate, in that order of preference.

## **Section 2 - Vacation Selection**

(a) Twelve percent (12%) of employees on each shift assignment may be on vacation at the same time, except for the Canine Unit, regardless of when the request is made. Twelve percent (12%) of all employees within the Canine Unit may be on vacation at the same time. Any employee making a request for vacation time under the 12% rule shall do so on at least 72 hours notice.

(b) Vacation selection shall be by seniority, in rank, on tour assignment within each district.

(c) Vacation selections shall be made in October of the prior year. Vacation selections of transferred employees shall not be canceled.

(d) The first selection pick may be in up to five (5) week blocks until the entire tour within each district selects. Remaining vacation entitlement shall be made on second pick by week or by individual vacation days

throughout the year. No employee may take more than seven (7) individual vacation days in the employee's second pick.

(e) Employees may select individual vacation days at the time vacations are picked, provided that the maximum number of employees allowed to take such individual vacation days at any one time shall be two percent (2%) of the force, by rank, and provided further that no employee may choose more than one (1) of the following holidays as an individual vacation day: Independence Day, Thanksgiving Day, Labor Day, Christmas Day, and New Year's Eve. Any employee who fails to select such individual vacation days at the time that he/she makes his/her regular vacation pick may select such individual vacation days at a later time subject to the exigencies of the Department. Such individual vacation days shall be treated as a regular vacation pick.

### **Section 3 - Accrual of Vacation**

If the Department requests or an employee requests in writing to forego vacation or any part thereof, that portion up to a maximum of one hundred and twenty (120) hours of vacation may be carried over until such time as it can be liquidated in the following calendar year subject to the following conditions:

(a) The selection of such vacation days shall be in the discretion of and subject to the exigencies of the Department; and

(b) The selection of such days in the following calendar year shall be made after the regular vacation picks; and

(c) The utilization of this vacation time shall be restricted to the months of January through May and September through November; and

(d) Such accrued vacation shall not be deemed to be "earned but unused vacation" for purposes of the LIRR Pension Plan and Plan for Additional Pensions.

### **Section 4**

The leave year for purposes of this Article 18 will be January 1 to December 31.

## **ARTICLE 19 Health and Hospitalization Benefits**

### **Section 1**

(a) The Authority will provide basic health and hospitalization benefits through the Empire Plan. The Authority shall provide dental and vision benefits at the same level of benefit as provided to non-represented active MTA employees. The Authority will continue to provide hearing aid

coverage. New employees hired on or after January 29, 2014 shall contribute 2% of their base rate of pay toward the cost of health care.

(b) The Authority shall provide basic health, hospitalization and dental and vision benefits to employees who retire after January 1, 1998 at the same level of benefits as provided to other retired MTA employees. In the event that the MTA reduces the benefits provided to non-represented retired employees, the benefits provided to employees retired after January 1, 1998 will not be reduced below the level afforded to retired employees as of December 31, 1997.

(c) Should the active employee benefit levels or coverage for dental, vision or Empire Plan substantially change in the future, either the MTA or the PBA may re-open negotiations on the impact of that change. If the parties cannot mutually agree to resolve the dispute within ninety (90) days, the issue of the mitigation of the impact of the substantial change will be submitted to binding arbitration.

(d) The group life insurance will continue to be provided to active employees in the amount of \$28,000. Upon retirement there shall be a \$5,000.00 death benefit. Accidental Death & Dismemberment Insurance will continue to be provided to active employees in the amount of \$10,000. Basic Dependent Life Insurance coverage in the amount of \$4,000 for a spouse; \$2,000 for children from 6 months to 19 years of age; and \$400 for children from 14 days but less than 6 months of age.

(e) Updated benefit booklets will be provided to each employee when available.

## **Section 2**

(a) An employee will be eligible for the benefits contained in Section 1(a) on the first day of the month following the employee's date of hire.

**ARTICLE 20**  
**Indemnification**

(a) The Authority shall save harmless and indemnify any person (or the police officer's estate) who shall have served as a member, officer or employee of the Authority or of a subsidiary of the Authority against financial loss, including punitive damages, or litigation expense incurred in connection with any claim, demand, suit, action or proceeding, whether civil or criminal, or the defense thereof, and arising out of (a) any transaction of the Authority or of a subsidiary of the Authority, or (b) any act or failure to act by any such member, officer or employee while engaged in the discharge of his or her duties on behalf of the Authority or its subsidiaries, or the discharge of his or her duties as a fiduciary of a benefit plan for Authority employees or employees of a subsidiary of the Authority. In the event any such claim, demand, suit, action or proceeding shall occur, such member, officer or employee shall be saved harmless and indemnified as herein provided unless such individual is determined by the Authority or its designee not to have acted, in good faith, for a purpose which he or she reasonably believed to be in the best interests of the Authority or of its subsidiaries or affiliates, and, in criminal actions or proceedings, in addition, not to have had reasonable cause to believe that his or her conduct was lawful. The provisions of this Article shall inure only to the members, officers and employees of the Authority or of its subsidiaries, and to their estates, shall not enlarge or diminish the rights of any other party, and shall not impair, limit or modify the rights and obligations of any insurer under any policy of insurance. The foregoing shall be conditional on (a) the prompt delivery to the Authority of a copy of the summons, complaint, process, notice, demand or pleading commencing any such claim, demand, suit, action or proceeding; and, in civil cases only, (b) a contemporaneous offer to name counsel to the Authority as counsel to the member, officer or employee in the defense of such claim, demand, suit, action or proceeding; (c) the full cooperation of the member, officer or employee, in the event the offer is accepted, in making of such defense; and (d) an agreement that the Authority may enter into a settlement on behalf of the member, officer or employee. If the Authority or its designee determines that the defense shall not be provided by counsel for the Authority because of a conflict of interests or other grounds warranting separate counsel, the member, officer or employee may select another attorney and the Authority shall pay reasonable attorney's fees and expenses incurred by or on behalf of such member, officer or employee represented by outside counsel. The Authority's payment of such fees and expenses may be conditioned upon the member, officer or employee's agreement that more than one member, officer

or employee shall be represented by the same counsel. The provisions of Section 18 of the Public Officers Law relating to defense and indemnification shall supplement and be available in addition to the provisions of this Article; provided, however, that in the event of any conflict between the substantive provisions of this Article and those of Section 18 of the Public Officers Law, the provisions that afford the greater protection to such members, officers and employees shall control. In the event that an officer or employee requests indemnification under this provision, the counsel for the Authority shall review and act upon such request; provided that if upon review, the counsel believes that the facts and circumstances warrant denial of such request or raise serious question as to whether the requestor may be entitled to indemnification under this provision, such request shall be submitted to the chairman or his designee for determination. The provisions of this Article replace and supersede the provisions of the prior Article 20 governing indemnification, and govern any claim, demand, suit, action or proceeding that is pending as of the date of execution of this agreement.

(b) Counsel for the Authority shall make a determination on requests for indemnification within ten (10) business days of receipt of the request. If denied, the matter shall be immediately submitted to the MTA General Counsel, or designee, who shall make a determination within fifteen (15) business days of counsel's denial. If the request is again denied a copy of the denial shall be immediately mailed to the member and the PBA. Within five (15) business days after receiving notice of the determination of the MTA General Counsel or his designee not to indemnify an employee, the PBA may file for Expedited Arbitration before an Arbitrator predetermined by the parties. The parties shall agree upon an arbitrator to hear such cases, or if unable to agree, the matter shall be submitted to the American Arbitration Association pursuant to their Labor Arbitration rules. If the PBA prevails, the arbitrator shall retain jurisdiction to resolve disputes over the "reasonableness" of the fees; excessive or unnecessary fees shall not be reimbursed. At no time prior to the decision of the Arbitrator may an employee for whom the PBA has filed for arbitration under this this provision enter into a settlement of the underlying claim, demand, suit, action or proceeding without the express consent of the MTA.

**ARTICLE 21**  
**Annuity Fund**

**Section 1**

The total annual contribution hereunder for each employee on a full pay status for an entire year shall be \$1000.00, provided, however, that the total annual contribution hereunder for any employee shall not exceed \$1000.00. Contributions hereunder shall be remitted by the Authority each twenty-eight (28) days to a mutually agreed upon Annuity Fund pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Authority's General Counsel.

- (a) Employees newly hired after final ratification of the 2006 through 2011 MOA 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 the 2006 through 2011 MOA.
- (c) Effective October 15, 2010, the Annuity Fund contribution shall increase to \$1,261 per employee per year.
- (d) All employees currently eligible for an annuity payment shall participate in the MTA 401(k) Plan (Thrift Plan for Employees of the MTA, its Subsidiaries and Affiliates). Effective February 1, 2010, the MTA shall cease payments to the Annuity Fund and commence equivalent payments for eligible employees to the MTA 401(k) Plan. The MTA shall remit, on a monthly basis, 1/12<sup>th</sup> (one-twelfth) of the agreed upon annual sum per employee to an account designated by such employee under the MTA 401(k) Plan. Each month's remittance shall be made to the individual accounts by the 15<sup>th</sup> day of the following month (i.e. June's monthly payment shall be made by July 15<sup>th</sup>). The present annual sum is \$1,000.00 (\$83.33 Monthly), which will be increased to \$1,261.00 (\$105.08 Monthly) on October 15, 2010. It is anticipated that the first payment shall be remitted in April of 2010, for the months of February and March of 2010.

All eligible employees who are actively employed and on the payroll of the MTA on the 15<sup>th</sup> day of the month shall be entitled to payment for that month. Accordingly, employees who are on an unpaid leave of absence, or unpaid disciplinary suspension on the 15<sup>th</sup> day of the month, or have separated from service (retired, resigned, or have been terminated) prior to the 15<sup>th</sup> day of the month will be excluded from receiving the annuity payment for that month.

**Section 2**

Intentionally left blank.

### **Section 3**

Where an employee is suspended without pay for disciplinary reasons and is subsequently restored to full pay status as of the effective date of the suspension, the employee shall receive full Annuity Fund coverage for the period of the suspension.

## **ARTICLE 22 Seniority, Transfers and Demotions**

### **Section 1 Transfers**

#### **(a) Employees hired before January 1, 1998**

Transfers, and the filling of vacancies, shall be made by seniority except for good cause shown. New work schedules shall be implemented by seniority, except for employees hired after January 1, 1998. Chart selection process shall provide for all employees to bid for vacancies and new positions based upon seniority, once per year every October, to be effective on the 1<sup>st</sup> Wednesday after January 1 of each calendar year. Involuntary transfers and transfer denials must be based on just cause.

#### **(b) Employees hired after January 1, 1998**

Effective 11/9/09, all new employees shall be assigned a temporary region, based on the needs of the Police Department, upon graduation from the Police Academy, or, in the case of experienced Police Officers, upon their completion of field training. A permanent region will be assigned to all new employees prior to their first general selection of assignments. Prior to the new employees receiving their permanent region, the Police Department will endeavor to act on regional transfer requests from current employees. The regional transfer requests from current employees will be considered in seniority order, but the decision of the Chief on regional transfer requests of current employees will be final, and shall not be subject to the Grievance Procedure. An employee may be reassigned within his/her permanent region or the five (5) boroughs of New York City, except that former members of the SIRTOA Police Department hired after January 1, 1998 may be reassigned within the Southern Region or the borough of Manhattan. The Department recognizes the importance of seniority in filling vacancies within a command. The chart selection process shall provide for all employees to bid for vacancies and new positions based upon seniority, once per year every October, to be effective on the 1<sup>st</sup> Wednesday after January 1 of each calendar year. Post 1998 employees, if denied, shall be informed of the reason but shall not have recourse through the Grievance Procedure. This Article 22 shall in no way limit the management rights reserved to the Authority under Article 2 of this Agreement.

(c) A 12-month lock-in period at the district to which an employee transferred to or has selected an assignment shall apply to all employees. This provision shall apply to all employees regardless of the date of hire.

(d) Canine Unit employees will be considered to be assigned to the District to which they report for purposes of the contractual lock-in period.

## **Section 2 Seniority**

(a) The Authority will maintain a seniority system for each rank that recognizes prior seniority at the Long Island Rail Road, Metro North Rail Road, and the Staten Island Rapid Transit Operating Authority (SIRTOA). Any employees hired after January 1, 1998 will be placed on a unified seniority list and will not be subject to any territorial limitations within their assigned regions and the 5 boroughs of New York City, except that former employees of the SIRTOA Police Department hired after January 1, 1998 may be reassigned within the Southern Region or the borough of Manhattan.

(b) The parties agree that employees transferred from the former Long Island Rail Road or Metro-North Rail Road or Staten Island Rapid Transit Operating Authority Police Force to the Authority Police Force will not be involuntarily assigned to a county outside the service area of the employee's former department, except as provided for in Article 13 (Detectives and Detective Supervisors), Article 32 (Promotions), and Section 2(a) of Article 22 above.

(c) An employee hired prior to 1/1/98 who voluntarily transfers out of his/her original region of employment shall forfeit his/her regional seniority date and shall be placed on a unified seniority roster with a 1/1/98 seniority date. For employees hired prior to June 1, 2005 who voluntarily transfer into an assignment on Staten Island, the seniority date shall be June 1, 2005. A former SIRTOA employee who voluntarily transfers out of the Southern Region shall forfeit his/her regional seniority date and shall be placed on a unified seniority roster with a June 1, 2005 seniority date. For employees with the same unified seniority date, their original regional seniority shall prevail. This process shall be applicable to job selection (consistent with Article 22(1)), overtime distribution and vacation selection. In the event that an employee has transferred out of his/her original region and requests to return, said employee will retain his/her regional seniority, provided that transfer back to the original region takes place within eighteen (18) months of the effective date of the original transfer.

(d) Employees previously employed by SIRTOA shall be entitled to seniority rights as outlined above and further detailed in the Memorandum of Agreement between the MTA, UFLEO and the MTA PBA attached hereto as Appendix C.

## **Section 3 Demotions**

(a) Sworn personnel demoted from the ranks of Captain or above may not return to the rank of Police Officer, Detective, Sergeant, or Lieutenant if

never formerly in the PBA bargaining unit, except by agreement between the Union and the Authority.

(b) Any non-represented sworn officer who is demoted from a non-represented rank shall be returned to the represented position that the officer previously held. Such officer shall be entitled to all the rights and privileges of the officer's applicable previous rank and shall not be considered to have a break in the officer's total represented service or previously held seniority.

In the event that the MTA seeks to further discipline or terminate the employment relationship of any sworn officer in a non-represented title who had previously served in a represented title, the aforementioned demotion shall proceed first to insure the applicability of the relevant grievance/arbitration procedure. The time limits prescribed in the collective bargaining agreement for commencing a disciplinary action will commence as of the effective date of such demotion. The bargaining unit of the demoted officer shall not be required to provide any representation with regard to charges which arose while the officer was in a non-represented capacity.

Nothing contained herein limits the MTA's authority to manage its non-represented workforce or otherwise make grievable management's actions, except as specifically provided herein.

## **ARTICLE 23**

### **General**

#### **Section 1 - Safety Helmets**

The Authority agrees to furnish a safety helmet and equipment related thereto for each employee. Such headgear shall conform to Police Department specifications in effect at the time of this Agreement.

#### **Section 2 - Parking Facilities**

The local municipality's Traffic Department will be requested to provide on street location adjacent to district offices as parking facilities for the personal cars of employees.

#### **Section 3 - Maintenance Facilities**

A joint committee consisting of a representative from the Police Department and one (1) from the PBA shall be formed to review facilities in an effort to provide satisfactory accommodations where possible.

#### **Section 4 - Private Hospital Accommodations for Line of Duty Injuries**

It is the intent of the Authority to use its best efforts to secure private room accommodations in a hospital for employees injured in the line of duty. This Section shall not be subject to the grievance procedure.

## **Section 5 - Medical Examination or Treatment**

When an employee, while on regular duty and engaged in police work, suffers an injury or illness and is required to report to a hospital or medical treatment facility not of the employee's own choosing and requires a medical examination or immediate treatment, the cost of said examination or treatment will be paid by the Authority.

## **Section 6 - Information Exchange**

(a) The Department agrees to furnish the PBA with a copy of all orders, Department bulletins, and press releases. The details of delivery shall be worked out between the parties. The Department will furnish a computer printout on a semi-annual basis containing names and addresses of employees listed alphabetically.

(b) The PBA agrees to furnish the Department with a copy of PBA publications, bulletins and press releases.

## **Section 7 - Meal Area**

A representative of the Department and a representative of the PBA will meet to survey an adequate meal area for employees within each command and other departmental places of assignment. This does not contemplate rebuilding or extensive remodeling.

## **Section 8 - Layoffs**

Where layoffs are scheduled the following procedure shall be used:

(1) Notice shall be provided to the PBA not less than thirty (30) days before the effective dates of such projected layoffs.

(2) Within such thirty (30) day period, designated representatives of the Authority will meet and confer with the designated representatives of the PBA with the objective of considering feasible alternatives to all or part of such scheduled layoffs, including but not limited to (a) the transfer of employees with retraining, if necessary, (b) the use of Federal and State funds whenever possible to retain or re-employ employees scheduled for layoff, (c) a reduction in the amount of work contracted to independent contractors and (d) encouragement of early retirement and the expediting of the processing of retirement applications.

When a layoff occurs, the Department will provide the PBA with a list of employees who are on a preferred list with the original date of appointment utilized for the purpose of such layoff.

The parties agree that the Authority, with respect to any current employees as of January 1, 1998, will not reduce the number of positions in the uniformed force by more than the number of vacancies

created through natural attrition factors, such as death, retirement, resignation, promotion, discharge for cause, etc. Employees of the former SIRTOA Police Department hired by SIRTOA on or after 1/1/98, for purposes of layoffs, shall utilize the Transition Date (June 1, 2005) in lieu of their original date of appointment to the SIRTOA Police Department.

### **Section 9 - Desk and Clerical Work**

The PBA recognizes the right of the Authority to have other than employees perform clerical work.

### **Section 10 - Service Letter**

When an employee leaves the service of the Authority after having been continuously employed for six (6) months or more, the Department shall, upon request, give the employee a service letter, which the employee must sign when it is presented to him/her.

### **Section 11 - Connecticut Police Commissions**

(a) Employees on the payroll as of January 1, 1998 and reassigned to Connecticut may be required to pass a polygraph exam to satisfy that State's Police Commission requirement. Those employees failing to pass said exam shall be reassigned elsewhere.

(b) All employees hired after January 1, 1998 shall be given polygraphs and required to attain the Connecticut Police Commission during their probationary period. If not in compliance upon completion of probation, the provisions of paragraph "A" shall apply.

### **Section 12 - Probationary Employees**

(a) An applicant for employment shall be rejected within one (1) year after the first day of service following graduation from the Police Academy, or one (1) year of employment if not required to attend the Police Academy, or the applicant shall be deemed to have been accepted.

(b) Police Officers who furnish false information in connection with their applications for employment may be dropped from the service within one (1) year from the date they first perform service following graduation from the Police Academy. After one (1) year from the date that Police Officers first perform service following graduation from the Police Academy, they may not be dismissed from service, except in the manner set forth in the discipline procedure.

### **Section 13 - Anonymous Correspondence and Phone Calls**

In the event that anonymous correspondence and/or phone calls are received concerning an employee, an investigation shall be held to determine the facts. If the investigation established that the

anonymous correspondence and/or phone calls are unsubstantiated, then the file pertaining to this particular incident will be marked "unsubstantiated", dated, and no reference to such shall be placed in the employee's personnel file.

#### **Section 14 - Personal History File**

Upon five (5) working days' written request to the Authority's Director of Human Resources, employees shall be permitted to review the contents of their personal history records on file with the Human Resources Department regarding commendations and disciplinary actions.

#### **Section 15 - Patrol Guide**

The Authority will provide each employee with a Patrol Guide relating to the general duties of employees and the operational needs of MTA Police Department. To enter or remain in the service of the Police Department is an assurance of an employee's willingness to obey these procedures.

#### **Section 16 - Payroll Data**

The Authority will institute a program to have all employee paycheck stubs reflect such information as the number of hours worked, straight time, overtime, night differential pay, holiday pay, and earnings and taxes on a year-to-date basis. Employees will be paid on a weekly basis.

#### **Section 17 - Reporting Stations**

The parties agree that the existing reporting stations will be initially maintained. However, the Authority may, consistent with the needs of service (as determined by the Chief of Police) establish or close reporting locations upon thirty (30) days written notice to the Union. Any new reporting locations will have lockers, toilets/rest rooms, and designated meal locations.

#### **Section 18 - Flexible Spending Account**

The MTA shall offer all employees the opportunity to participate in the MTA pre-tax flexible spending account.

### **ARTICLE 24 Night Shift Differential**

There shall be a ten percent (10%) shift differential applicable to all employees for all work actually performed between the hours of 6:00 P.M. and 6:00 A.M. as set forth in Article 12.

Employees on restricted duty as a result of a non-job related illness or injury, or due to a disciplinary matter, will be compensated at the rate of the position that the employee is actually working.

Employees on sick leave who do not actually perform work between the hours of 6:00 p.m. and 6:00 a.m. shall not receive night shift differential.

## **ARTICLE 25**

### **Overtime Travel Guarantee**

#### **Section 1.**

An employee will begin and end his/her tour of duty from the same location. In the event that an employee is required to travel during the tour of duty, the employee will be permitted sufficient time to return to the reporting location within the regular tour of duty, if possible. If the employee cannot return to the reporting location within the tour, the employee will be paid overtime for the period of time beyond the normal end of the tour until the employee returns to the reporting location. The employee is obligated to return by the most direct means available.

#### **Section 2.**

Employees assigned to the Anti-Crime Unit, Train Patrol, and Detective Division will be exempt from the application of this Article. However, an employee shall begin and end his/her tour of duty from the same location, and shall receive overtime if he/she returns more than 30 minutes past the end of his/her normal tour.

## **ARTICLE 26**

### **Line-of-Duty Death Benefit**

In the event that an employee dies because of a line-of-duty injury received during the actual and proper performance of Police service relating to the alleged or actual commission of an unlawful act, or directly resulting from a characteristic hazard of Police duty, through no fault of the employee's own, a payment of \$25,000.00 shall be made in addition to any other payment which may be made as a result of such death. Such payment shall be made to the beneficiary designated under the Retirement System for the ordinary death benefit or, if no beneficiary is so designated, to the estate of the deceased.

## **ARTICLE 27**

### **Death Benefit - Unused Leave and Compensatory Time**

If an employee dies while employed by the Authority, the employee's beneficiary designated under the Retirement System, or if no beneficiary is so designated, the deceased's estate shall receive payment in cash for the following as a death benefit:

- (a) All unused accrued leave up to a maximum of 432 hours;
- (b) All unused accrued compensatory time earned subsequent to January 1, 1986, which is verifiable by official department records up to maximum of two hundred (200) hours.

**ARTICLE 28**  
**Optional Work During Vacations**

**Section 1**

Any employee may volunteer to work for one (1) weekly period during his/her vacation leave. The assignment shall be at the discretion of the Department to any schedule for the entire weekly period. No employee shall be discriminated against in the application of this Section because the employee is in the last year of service.

**Section 2**

Any employee who so volunteers shall be compensated at his/her regular straight time rate of pay for all work performed during the assigned hours of work. Except as otherwise provided in this Article, all other provisions of this Agreement shall be applicable to work so performed.

**Section 3**

Contributions under Article 21 (Annuity Fund) of this Agreement shall not be paid for work performed pursuant to this Article.

**Section 4**

For the purpose of Article 25 (Overtime Travel Guarantee) of this Agreement, the position to which an employee is so assigned for the five (5) day period shall be deemed his/her "permanent starting location".

**ARTICLE 29**  
**Labor-Management Committee**

**Section 1**

The Authority and the PBA, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a Labor Management Committee.

**Section 2**

The Labor Management Committee shall consider and may recommend to the Chief of Police changes in the working conditions of employees, including, but not limited to, the following subjects: (1) the adequate levels of police coverage to ensure the safety of employees on duty; (2) issues related to radio motor patrol car safety; (3) an excusal policy for employees appearing in court after the midnight tour; adequate heating, hot water and sanitary facilities at all other department places of assignment; (4) disciplinary procedures to ensure promptness in serving charges and the holding of departmental trials; (5) reimbursement to the employee for any period of suspension in excess of any penalty ultimately levied; (6) procedures for an employee to review his/her personnel folder and to request removal of investigative reports that have been classified as "exonerated" and/or "unfounded"; and (7) procedures for an employee to petition the Chief of Police for a review of a disciplinary case in which the disposition of the charge is other than "guilty," for the purpose of expunging the record of such cases. Matters subject to the Grievance Procedure shall not be appropriate items for consideration by the Labor Management Committee.

### **Section 3**

The Labor Management Committee shall consist of six (6) members who shall serve for the term of this Agreement. The PBA shall designate three (3) members and the Chief of Police shall designate three (3) members. Vacancies shall be filled by the appointing party for the balance of the term to be served. Each member may designate one (1) alternate. The Committee shall select a Chairman from among its members at each meeting. The Chairmanship of the Committee shall alternate between the members designated by the Chief of Police and the members designated by the PBA. A quorum shall consist of a majority of the total membership of the Committee. The Committee shall make its recommendations to the Chief of Police in writing.

### **Section 4**

The Labor Management Committee shall meet at the call of either the PBA members or the Authority members at times mutually agreeable to both parties. At least one (1) week in advance of a meeting, the party calling the meeting shall provide to the other party a written agenda of matters to be discussed. Minutes shall be kept and copies supplied to all members of the Committee.

### **Section 5**

The parties shall retain a consultant with expertise in the field of labor management cooperation to help improve their relationship. The cost of this consultant shall be borne equally by the parties.

**ARTICLE 30**  
**No Strike Clause**

The parties recognize the applicability of the Public Employee's Fair Employment Law "Taylor Law". In accordance with that law the Union recognizes that no public employee or employee organization shall engage in a strike, and no public employee or employee organization shall cause, instigate, encourage, or condone a strike.

**ARTICLE 31**  
**Bulletin Boards**

The PBA may post notices on bulletin boards in places and locations where notices usually are posted by the employer for employees to read. All notices shall be on PBA stationery, shall be used only to notify employees of matters pertaining to PBA affairs, and shall not contain any derogatory or inflammatory statements concerning the Authority, the Department or personnel employed by either entity.

**ARTICLE 32**  
**Promotions**

**Section 1**

(a) Employees shall be given consideration for promotion as the opportunity may offer.

(b) (1) Promotion to the ranks of Sergeant and Lieutenant shall be by competitive written examination and on the ability to plan, lead, direct, regulate and coordinate the work of others. In the event of an identical score on the written examination, the Police Department will appoint the employee that has shown the best character and ability as a Police Officer or Sergeant and, if these qualities are identical, then the employee with the highest seniority standing on the Police Department's seniority roster will be appointed.

(2) The Authority shall promote any one of the three highest employees on the promotion list.

(c) Eligibility for participation in examination for Sergeant will be restricted to employees with a minimum of three (3) years of service in the MTA Police Department as of the date of such examination.

Eligibility for participation in examination for Lieutenant shall be restricted to Sergeants with a minimum of two (2) years in rank. However, successful candidates cannot be appointed Lieutenants until completion of three (3) years in rank.

(d) Police Officers may be appointed to the rank of Sergeant, and Sergeants may be appointed to the rank of Lieutenant, on a provisional basis only in those instances where a promotional list for such positions has been exhausted or is being challenged and a test for such ranks is scheduled to be held on or before a six (6) month period of time.

(e) Employee promotions on the Authority police force shall be without any regional or territorial limitations, except that an employee may defer promotion to the rank of Sergeant or Lieutenant and remain on the list for future consideration until such list expires if said appointment will be to an assignment out of the employee's current region.

(f) When an employee is promoted to a rank and the step rate of such rank is lower than the rate of the rank from which the employee is being promoted, such employee's rate of pay will be adjusted. In such case, the employee's rate will be adjusted to the lowest step rate in the new rank, which would provide an increase in rate of pay above the rate from which the employee is being promoted.

### **ARTICLE 33**

#### **Determination of Physical Fitness**

##### **Section 1**

An employee may be required to take physical examinations at stated intervals as required by the Authority. Such examinations will be given during the employee's regular tour of duty so far as practicable and without deduction from their regular wages, except as such examinations relate to a return to service following an illness or leave of absence, which shall be conducted on an employee's own time and without payroll cost to the Authority.

##### **Section 2**

(a) In the event that a dispute arises as to the ability of the employee to return to duty, the employee's case will be referred immediately to a panel of neutral medical practitioners selected by the parties. Such panel will consist of board certified specialists in various medical fields, including neurology, orthopedics, psychiatry, pulmonary and cardiology.

In the event the parties are unable to agree on the neutral doctor in a particular case, the Authority's Medical Director and the employee's treating physician shall select a board certified neutral.

Arrangement will be made for the neutral doctor to examine the employee in question within ten (10) workdays as to the employee's ability to resume work. The employee will continue to receive sick leave benefits pending the decision of the neutral doctor, unless the employee fails to cooperate or misses an appointment. The Manager of Disability Management will determine whether the employee's sick leave benefits should be suspended pending the

determination of the neutral doctor. The Organization may file an expedited appeal of a denial of benefits with the Director of Labor Relations, who shall rule on the appeal within seven (7) workdays. The decision of the Director of Labor Relations may be appealed to arbitration under the established discipline procedure.

If the neutral doctor determines that the employee is unable to work, and the employee's failure to cooperate or keep an appointment is deemed excusable by the Director of Labor Relations or the Board, the employee will receive benefits in accordance with the Sick Leave Agreement for the period that they were suspended. Examples of justifiable excuses include: heavy snow, hurricanes, and death in the family.

Both the Authority and the treating physician will arrange to supply the neutral doctor with the complete medical file of the employee prior to the actual examination of the employee by the neutral doctor. The decision of the neutral doctor will be controlling. In those instances when it is determined by a neutral doctor that an employee is unable to return to duty, a prognosis will be required.

The Authority will bear the full cost of the neutral doctor's fees and expenses.

(b) An employee who is absent from work while incapacitated by injury, or by illness, who is not able to perform the full duties of his/her position, but who is capable of rendering restricted duty, may be assigned such duty during the period of his/her incapacity.

## **ARTICLE 34 Training**

### **Section 1 - Training Program**

(a) When employees covered by this Agreement are enrolled by the Authority for training courses or seminars conducted by the Transit Authority, City, County, State, F.B.I. or A.A.R., employees will be paid a basic day's pay. No overtime will be allowed, regardless of the time away at such training courses.

Employees in training lasting more than one (1) 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 (C)(3).

(b) Employees will be reimbursed for any required, necessary and reasonable expenses incurred other than travel expenses that are covered in Article 25.

(c) (1) When an employee is directed to attend training on a scheduled relief day, he/she will be excused from work for an equal number of

scheduled work days immediately upon completion of training. The employee shall not receive any additional compensation for training on a scheduled relief day unless he/she is required to train for more than his/her regularly scheduled number of hours per day. Nor shall the employee lose any compensation when excused from work upon the completion of training. The Department may choose to have an employee remain on duty after training to equal the total amount of hours he/she will be excused from upon returning to his/her regular schedule. It is not the intent of the parties for an employee 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.

(2) When training lasts more than one (1) week, the first week shall be a transition week. Employees 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 the completion of training. Following the transition week, and for the remainder of the training, employees 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, employees shall revert to their duty charts prior to the training and then be immediately excused from work if they trained on a scheduled relief day(s) during the transition week as described above.

(3) Excusal days owed to an employee for training on a relief day shall be provided immediately upon the completion of training unless the employee and the MTA Police Department both agree, prior to the completion of training, upon an alternative date to reschedule the excusal day(s).

(4) All balances on the Advance/Recovery report shall be zeroed out effective January 12, 2009 and no payments or deductions shall be made for balances prior to that date.

(d) When necessary to attend in-house Authority programs, the assignments of an equal number of employees may be adjusted or changed to meet the needs of the service.

(e) Employees directed to attend a training course either before or after the performance of a regularly assigned tour of duty will be compensated for time spent at such training course on an actual minute basis; the time to be likewise counted for purposes of determining cumulative hours on duty.

## **Section 2 - Training Officer's Pay**

Employees assigned by the Chief of Police to train MTA Police Department employees will receive one (1) hour's pay at the straight time rate in addition to their normal daily wages while so assigned to the actual training of newly hired Police Officers.

**ARTICLE 35**  
**Pensions**

**Section 1 - Pension Plan**

The MTA Twenty (20) Year Police Retirement Plan will apply according to the terms of the plan. All employees will be provided a copy of the Summary Plan Description as it is published.

**Section 2 - Disability Plan**

As provided according to the terms of the MTA Twenty (20) Year Police Retirement Plan.

**ARTICLE 36**  
**Public Employees Relations Board**

The parties recognize the applicability of the New York Public Employee's Fair Employment Law (Taylor Law).

Disputes concerning successor collective bargaining agreements shall be submitted to binding arbitration pursuant to the following:

(a) The parties may serve proposals and counter proposals up to ninety (90) days prior to the expiration of the Agreement.

(b) Negotiations shall continue for twelve (12) months past the contract expiration, during which period the parties may agree to utilize the services of a mediator. The jurisdiction of the mediator shall expire twelve (12) months after the contract expires unless otherwise agreed to by the parties. The fees of the mediator shall be paid by the parties.

(c) Unresolved issues existing twelve (12) months past the contract expiration date shall be submitted to the American Arbitration Association. The selection of the arbitrator and the guidelines for conducting the arbitration shall be pursuant to American Arbitration Association rules. Fees and expenses of the arbitrator and the arbitration shall be borne between the parties.

**ARTICLE 37**  
**No Waiver**

Except as otherwise set forth in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof. Except as specifically provided herein, this Agreement is not intended and shall not be construed as a waiver of any right or benefit to which employees are entitled by law.

**ARTICLE 38**  
**Savings Clause**

If any provision of this Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement, and the parties agree to enter negotiations to resolve the invalidity issue.

**ARTICLE 39**  
**Transportation Passes**

**Section 1**

Employees will have unrestricted use of MTA agencies and subsidiaries transportation facilities for business purposes. Business transportation passes will be provided to all active employees for MTA Metro-North Rail Road and/or MTA Long Island Railroad.

Commutation, spouse and dependent passes will be provided pursuant to the employee's predecessor railroad's pass policy, as it may be amended.

**Section 2**

Effective January 1, 1998, commutation passes will be provided to all newly hired employees pursuant to the Authority's pass policy, as it may be amended.

**ARTICLE 40**  
**Explorers Program**

The Police Department agrees to administer the Explorers program in the following manner:

Participation will continue to be voluntary. Selection will be made on the basis of seniority. Coincident with this Agreement employees will be re-polled by written invitation that sets forth the following conditions of participation:

The number of program participants shall be limited to four (4) employees. Explorers program participation shall constitute "special assignment." When assigned to perform Explorers duties on scheduled workdays, the employees will be excused from their normal duties. When assigned to perform Explorers duties on their regular days off, the employees' relief days will be rescheduled accordingly. Compensation for each special assignment day will be at the straight time rate of pay for the first ten (10) consecutive hours of Explorers special assignment. All duty performed in excess of ten consecutive hours will be at the overtime rate of pay. Special assignment days will not constitute Tour Changes as

defined by Article 11, Section 4, of the Agreement. Assignments will be made on the basis of seniority and qualifications.

**ARTICLE 41  
Ceremonial Unit**

In order to enhance the operations of the Ceremonial Unit, the following agreements will govern the Unit:

1. Members of the Ceremonial Unit will be excused from their regular tours of duty to attend Ceremonial Unit functions. Attendance at a function will be considered the employee's tour of duty for that day.
2. In the event that a member of the Ceremonial Unit is on a relief day, vacation day, chart day, or personal day and must attend an event, the employee will receive either eight (8) hours comp time or have the employee's day off rescheduled at the employee's discretion. Rescheduled days off must be taken within thirty (30) days of the function attended. Choice of comp time or a rescheduled day off will be at the employee's discretion.
3. Funding for the Ceremonial Unit is a departmental matter and will be handled by the Police Department.
4. Any work performed by a Ceremonial Unit member outside of attending events will be on a straight-time-for-time basis. Time will be applied to the employee's comp time bank.
5. The Department agrees to furnish the PBA with all information regarding functions, attendees and job coverage.
6. A change of an employee's tour of duty to attend a Ceremonial Unit function will not be counted as one of the ten (10) rescheduled tours of duty per year. This will apply to members of the Ceremonial Unit only.

**ARTICLE 42 BILL OF RIGHTS  
FOR EMPLOYEES OF THE MTA POLICE DEPARTMENT**

**Section 1**

The Guidelines for Interrogation of employees in force at the execution date of this Agreement will not be altered during the term of this Agreement, except to reflect subsequent changes in the law or final decisions of the Supreme Court of the United States and the Court of Appeals of the State of New York regarding the procedures and conditions to be followed in the interrogation of an employee. No less than two (2)

weeks' written notice of such a proposed alteration of the said guidelines shall be given to the PBA.

## **Section 2**

The Authority agrees that polygraph tests will not be used in the interrogation of employees.

Employees hold a unique status as public officers in that the nature of their office and employment involves the exercise of police power. The security of the community depends to a great extent on the manner in which police officers perform their duties. Their employment is thus in the nature of a public trust. The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts come many questions concerning the actions of employees. These questions often require immediate investigation by superior officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated:

(a) The interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise. Where practicable, interrogations should be scheduled for the daytime and the reassignment of the employee to the second platoon should be employed. If any time is lost, the employee shall be compensated within the rules concerning accumulated overtime.

(b) The interrogation shall take place at a location designated by the investigating officer.

(c) The employee shall be informed of the rank, name and command of the officer in charge of the investigation, as well as the rank, name and command of the interrogating officer and all personnel present during the interrogation. If an employee is directed to leave the employee's post and report for interrogation, the Operations Desk Officer shall be promptly notified.

(d) The employee shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. The addresses of complainants and/or witnesses need not be disclosed; however, sufficient information to reasonably apprise the employee of the allegations should be provided. If it is known that the employee being interrogated is a witness only, the employee should be so informed at the initial contact.

(e) The questioning shall not be overly long. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.

(f) The employee shall not be subjected to any offensive language, nor shall the employee be threatened with transfer, dismissal or other disciplinary punishment. No promises of reward shall be made as an inducement to answering questions.

(g) The complete interrogation of the employee may be recorded mechanically or by a stenographer, at the option of either the investigating officer or said employee.

There will be no "off-the-record" questions. All recesses called during the questioning shall be recorded whether or not stenographic notes are maintained.

(h) If an employee is under arrest or is likely to be, that is, if the employee is a suspect or the target of a criminal investigation, the employee shall be given the employee's rights pursuant to the Miranda Decision guidelines.

(i) In all other cases, the law imposes no obligation, legal or otherwise, on the Department to provide an opportunity for an employee to consult with counsel or anyone else when questioned by a superior officer about the employee's employment or matters relevant to the employee's continuing fitness for police service. Nevertheless, in the interest of maintaining the usually high morale of the force, the Department shall afford an opportunity for an employee, if the employee so requests, to consult with counsel before questioned concerning a serious violation of the Rules and Procedures, provided the interrogation is not unduly delayed. However, in such cases, the interrogation may not be postponed for the purpose of counsel past 10 AM of the day following the notification of interrogation. Counsel, if available, and a representative of a Line Organization may be present during the interrogation of an employee. Requests for an opportunity to consult with counsel in connection with minor violations, such as absence from post, failure to signal, failure to make entries, etc., will be denied unless sufficient reasons are advanced.

(j) In any case, the refusal by an employee to answer pertinent questions may result in disciplinary action.

### **Investigation By Other Units**

The aforementioned guidelines will be observed by all superior officers or other officers of the Department while conducting investigations of actions of employees. In connection with investigations of alleged criminal acts, the provisions of paragraph 3, subdivision h, concerning counsel and/or line organization representatives, shall be observed. In connection with minor violations (such as absence from post, failure to signal, failure to make entries, etc.), the investigating officer shall have discretion as to whether or not the interrogation is to be recorded.

## **ARTICLE 43**

### **Abrogation of Agreements**

This Agreement constitutes the full agreement between the parties with respect to rates of pay rules and conditions of employment. All existing agreements of any kind between the parties were abrogated as of September 29, 1998.

**ARTICLE 44**  
**Term**

Except as otherwise herein provided, this Agreement, and each of its provisions, provided they are not in violation of law as determined by a court of competent jurisdiction, shall be effective upon full ratification and shall continue in full force and effect through October 14, 2018.

**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 BY PROVIDING ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

 10/27/16  
\_\_\_\_\_  
**Anita L. Miller**  
**Chief Employee Relations and Administrative Officer**  
**Metropolitan Transportation Authority**

 9/26/2016  
\_\_\_\_\_  
**Michael O'Meara**  
**President**  
**MTA Police Benevolent Association**

**THE foregoing AGREEMENT IS A "WORKING DRAFT" THE PARTIES AGREE ACCURATELY REFLECTS ALL UNDERSTANDINGS EXCEPT AS PROVIDED IN ARTICLE 17(2) (j)**

## **APPENDIX A**

### **(1) Dual Employment**

The Department agrees to continue to permit employees to engage in secondary employment in accordance with the guidelines established by the New York City Police Department. Permission to engage in secondary employment will not be unreasonably withheld.

### **(2) Vacation Accrual**

The Department will permit employees to accrue overtime and vacation above the presently allowed maximum of fifty two (52) days. The Department reserves the right to withhold this privilege. Further, this item shall not be subject to the Grievance Procedure.

### **(3) Radio Motor Patrol (RMP)**

The Department will continue to study the deployment, manning and maintenance of RMP's to provide adequate response and transport capabilities. RMPs purchased during this period will be equipped with air conditioning.

### **(4) Relative to Civilian Complaints**

The Department will continue to expunge Unfounded Civilian Complaints from District Personnel folders and destroy them.

### **(5) Chemical Blood and Similar Tests**

See Appendix D.

### **(6) Distribution of Paychecks**

The Department will continue to permit distribution of paychecks in a timely manner to those employees whose schedules are such that undue hardship will result from normal distribution.

### **(7) Personals**

Employees required to work four (4) or more hours beyond a normal tour of duty will, when conditions permit, be provided with an extended personal not to exceed thirty (30) minutes.

### **(8) Payroll Deductions**

The Department Joint Subcommittee will continue to investigate the feasibility of additional payroll deductions to facilitate voluntary PBA programs and/or benefits.

**(9) Department Hearings**

(a) The Department will permit employees to attend departmental hearings in appropriate civilian attire if such hearing is held while the employee is off duty.

(b) The Department will delete references to previous hearings if the finding was not guilty in such hearing on all material available to hearing officers prior to disposition and penalty.

**(10) Personnel Folder**

The Department will permit employees to petition for removal of specific material from their personnel folders. Such petition shall set forth the reason for removal and be subject to the approval of the Chief or his/her designee.

**(11) Sick Leave Reporting**

The Department will continue the program requiring employees to call in sick at least one (1) hour prior to their scheduled tour of duty, except where special conditions prohibit this one (1) hour notice.

**(12) Layoffs**

Layoffs during the life of this Agreement will be accomplished within the guidelines of the accepted principle of seniority and in conformance with Article 23, Section 8 of the Agreement.

**(13) Training**

The Department will cooperate with the PBA and seek to provide the maximum level in Service Training in both Driver Qualification and C.P.R. to employees consistent with the exigencies of the service.

**(14) Pilot Agreements**

The Parties have entered into a number of pilot agreements that have not been specifically incorporated into this Agreement but remain in force subject to cancellation rights as set forth in those agreements.

## APPENDIX B

### Overtime Distribution Guidelines Agreement

#### I. Preplanned Overtime

Preplanned overtime shall be overtime that is known to be necessary at least seventy-two (72) hours in advance of the starting time of the overtime.

1) Anticipated overtime shall be equalized by offering employees overtime assignments on their relief days. Anticipated overtime shall be distributed according to lists established in the Southern, Northern and Eastern regions, by seniority date, for each job title. Effective on the first Wednesday after January 1st of each year, each day of the week shall have a separate list. Each list shall be in seniority date order with the exception of Detectives and Detective Supervisors being polled for Detective Unit overtime, which will be in date of appointment order. Anticipated overtime assignments shall be offered, in rank, in order of seniority date, starting with the most senior individual, with the exception of Detectives and Detective Supervisors being polled for Detective Unit overtime, which will start with the most senior individual by date of appointment. When the bottom of the list is reached the process shall repeat, starting with the senior individual and continually rotating for each separate relief day until the beginning of the next calendar bid. Acceptance of the overtime, refusal of the overtime, or non-contact by the employee within ten (10) minutes of the initial call shall be counted as an opportunity and the list will move to the next eligible employee to be polled. Employees will be required to provide up to two contact numbers. These will be the only numbers used to contact employees, except when the employee is on duty, which will require the Police Department to contact them there as well. In the event that duplicate overtime positions exist, polling will continue during those ten (10) minutes without having an adverse impact on the employees' rights.

2) All relief day overtime assignments shall be at least eight (8) hours in duration unless specifically agreed to by the PBA and the MTA. The Department may cancel any overtime on at least twenty-four (24) hours' notice to the employee. If, within twenty-four (24) hours of the overtime, the overtime is deemed not necessary, the employee, at his/her discretion, may choose not to work. If after the overtime tour has started the Department decides that it is not necessary for a full eight (8) hours, the employee, at his/her discretion may choose to go off duty and only be compensated for the time actually worked. Any request to cancel overtime by an employee within 72 hours must be made to the employee's District supervisor. If cancellation is approved, it will be charged as a refusal. Assignments that become available due to an employee cancellation will not require re-polling of those employees who have already been afforded the opportunity for overtime that day.

3) All employees must have at least eight (8) hours rest before and after the overtime tour to be eligible for polling. Employees will not be eligible to volunteer for additional hours on the day of the overtime if said hours will shorten their rest to less than eight (8) hours before their next regularly scheduled tour. If an employee is ordered to work overtime that would shorten the rest period to less than eight (8) hours, he/she shall be excused, with no charge against their time, for a sufficient time period at the beginning of their next regularly scheduled tour to afford the employee eight (8) hours rest.

Employees who are polled for overtime, refuse an assignment, or are bypassed because they fail to respond within the contractual waiting period, and then later call the Polling Unit to accept an assignment shall only be eligible for any remaining overtime assignments that have not been accepted after the waiting period for the employees currently being polled has expired.

4) In instances where there is more than one Operational Order for overtime on the same day, the senior employee will choose the one overtime detail that he/she wants and may not be polled for the other(s).

5) Overtime offered and declined shall be considered the same as having worked for the purposes of this rotation plan.

6) An officer who, by administrative error, is not afforded an opportunity to work overtime will be afforded the same amount of overtime within 30 days of said error. This overtime will be separate from any planned relief day overtime.

7) The Administrative Unit shall maintain updated records on relief day lists for all units and ranks. For the purposes of relief day overtime, separate lists shall be established by seniority date, except as described in Article 22 (Seniority/Transfers and Demotions) of the Collective Bargaining Agreement for members who transfer regions from the Southern, Northern, and Eastern Regions for each of the following units: Uniform Patrol, Communications, Applicant Investigation, Training, Medical Control Unit, Polling Unit, Records, Evidence, Fleet, employees assigned to Executive Protection and Policy/Planning, Tracks, ROW, ESU, Highway, K-9, Anti-Crime and each Detective unit. Detective units will also have separate lists established by appointment date for overtime within the Detective unit.

8) Employees will not be eligible to volunteer for more than sixteen (16) consecutive hours of overtime in any twenty-four (24) hour period. Employees ordered to work more than sixteen (16) hours consecutively will be paid at the double time rate of pay for each hour in excess of sixteen (16).

9) The procedure for changes to an employee's RDO due to training are as follows: the Training Unit will notify the District command staff of each employee's change in RDO, and then the District command staff will notify the Polling Unit to change the employee's RDO.

10) The following lists shall be utilized for each Region in the order set forth below:

**Polling Order**

A) Uniform Patrol Anticipated Overtime Assignments shall be offered, by rank, as follows:

First, to employees assigned to Patrol in the region with the overtime, by seniority date.

Second, to employees in Administration in the region with the overtime, by seniority date, including: Communications, Applicant Investigation, Training, Medical Control, Polling, Records, Evidence, Fleet, Police Officers assigned to Executive Protection and Policy/Planning, TRACKS, ROW.

Third, to employees in Specialized units ("SOD") in the region with the overtime, by seniority date, including: ESU, Highway, and K-9.

Fourth, to employees in Anti-Crime in the region with the overtime, by seniority date.

Thereafter, to employees expressing an interest to work overtime out of their region as follows:

First, to employees assigned to Patrol outside of the region with the overtime, by seniority date.

Second, to employees in Administration outside of the region with the overtime, by seniority date, including: Communications, Applicant Investigation, Training, Medical Control, Polling, Records, Evidence, Fleet, Executive Protection and Policy/Planning, TRACKS, ROW.

Third, to employees in Specialized units ("SOD") outside of the region with the overtime, by seniority date, including: ESU, Highway, and K-9.

Fourth, to employees in Anti-Crime outside of the region with the overtime, by seniority date.

Fifth, after all employees have been polled as outlined above then, at the Regional Chief or Unit Commander's discretion, to employees with Detective status within the region where the overtime is needed, by seniority date, including: all Detectives and Detective Supervisors

assigned to Administrative Duties, Dignitary Protection and Task Force by hire date. Finally, remaining Detectives and Detective Supervisors including, all Detectives and Detective Supervisors assigned to Administrative Duties, Dignitary Protection and Task Force outside the region where the overtime is needed who have expressed an interest in writing will be polled by seniority date.

Sixth, after all employees with the rank of Sergeant have been polled as outlined above then, at the Regional Chief or Unit Commander's discretion, to Lieutenants within the region where the overtime is needed, by seniority date. Then, the remaining Lieutenants outside the region where the overtime is needed who have expressed an interest in writing will be polled by seniority date.

B) Unit Anticipated Overtime Assignments shall be offered, by rank, as follows:

Only employees assigned to the following units may perform overtime in those units, except as provided herein, for the Communications Unit: Communications Unit, Applicant Investigation, Training, Medical Control Unit, Polling Unit, Records, Evidence, Fleet, Police Officers assigned to Executive Protection and Policy/Planning, Tracks, ROW, ESU, Highway, K-9, Anti-crime and each Detective Unit. If unable to fill Executive Protection overtime, the Department may fill it with Regional Post employees from the Eastern Region. Dignitary Protection shall remain exclusively with Detective Units as needed.

Anticipated overtime in these units shall be offered as follows:

First, to employees of the unit in the region with the overtime, by seniority date.

Second, to employees of the unit outside of the region with the overtime, by seniority date.

Third, at the Regional Chief or Unit Commander's discretion, to employees of the unit with other job titles in the region with the overtime, by seniority date.

Fourth, at the Regional Chief or Unit Commander's discretion, to employees of the unit with other job titles outside of the region with the overtime, by seniority date.

Such overtime polling shall comply with the seniority and polling requirements outlined above.

C) Anticipated overtime assignments in the Communications Unit shall be filled by polling the list of employees in the Communications Unit for the rank where overtime is needed, as described in Section B, above. If unfilled, then by polling employees of the same rank in the region where the overtime is needed from a seniority-based list of employees who have

expressed, in writing, a willingness to be polled for Communications Unit vacancies. If still unfilled, then by polling employees of the same rank in the remaining regions from a combined seniority-based list of employees who have expressed, in writing, a willingness to be polled for Communications Unit vacancies. If still unfilled, then by selection of employees of the unit with other job titles in the region with the overtime, by seniority date, at the Regional Chief or Unit Commander's discretion. If still unfilled, then by selection of employees of the unit with other job titles, outside of the region with the overtime, by seniority date, at the Regional Chief or Unit Commander's discretion. All employees outside of the Communications Unit that have not expressed a willingness to be polled shall be bypassed for Communications assignments.

Such overtime polling shall comply with the seniority and polling requirements outlined above.

D) An employee will notify the Department, in writing, of his/her willingness to work overtime outside of his/her regional designation and will provide contact numbers, RDOs, work location and tour. Employees will be required to provide up to two contact numbers. These will be the only numbers used to contact employees except when the employee is on duty which will require the Police Department to contact them there as well. Out-of-Region Extra Lists will be established in seniority order for these employees expressing their willingness to work outside their regional designation. Employees may elect, in writing, not to be polled for any RDO overtime assignments in any region. Employees making this election not to be polled shall be bypassed for overtime assignments they would have been eligible for in the polling process. Employees may change this election, in writing, at any time. Changes in an employee's RDO polling status shall become effective upon the confirmation of the employee's written submission by management.

11) All lists must be exhausted prior to any employee being ordered in on their relief day. Employees shall not be ordered to work overtime except in cases of a bona fide Police emergency, or safety hazards for the public or employees of the Police Force. In instances where it is necessary to order employees to report to work, the employees on the primary list, within a region, set forth in section 10 (Polling Order), will be ordered in reverse seniority order within each rank. In all instances where employees are ordered to report to duty, the Department will first consult with the PBA to ensure that all options other than cancellation of the relief day have been exercised. The PBA accepts the MTA position that employees from outside a region who have not expressed a willingness, in writing, to be polled for out of region vacancies do not have to be polled before ordering others within the region, as there is an implied denial of voluntary overtime by not furnishing said letter.

12) All overtime will start and end from the same MTA Police Department facility. If overtime does not start and finish at said facilities, the

employee will be paid two (2) hours pay at the straight time rate for time spent traveling to and from said location. The above shall be the only compensation paid to employees for travel pursuant to this article.

13) The following Holidays/Special Event Days shall be eligible to be polled outside the normal wheel:

- New Year's Day
- St. Patrick's Day
- Easter
- Puerto Rican Day Parade
- Independence Day
- Thanksgiving Eve
- Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve

## **II. Unanticipated Overtime**

Unanticipated overtime shall be overtime that is known to be necessary on less than seventy-two (72) hours' notice to cover vacancies caused by employee absence, arrests, weather, and other unforeseen circumstances. In most instances unanticipated overtime will be covered by holdovers and early call-ins with the following guidelines:

- 1) Employees shall not be eligible to work more than sixteen (16) hours consecutively. In instances where employees are ordered to work more than sixteen (16) consecutive hours, they will be compensated at the double time rate of pay for every hour in excess of sixteen (16).
- 2) Employees will have a minimum of eight (8) hours rest between tours. Commanding Officers shall shorten the length of an employee's next scheduled tour of duty, with no charge against his/her time, in order to comply with this requirement.
- 3) On holdovers, overtime will be offered first to employees working a specific post; sector; unit; or sign-on location, in seniority order, by rank. When a vacancy exists and it is deemed necessary to cover such vacancy with overtime, employees from the tour ending just prior to the vacancy will be polled in seniority order. The Department, at its discretion, may poll employees in seniority order who are scheduled to work the tour following the tour in which the vacancy exists for overtime prior to the start of their regularly scheduled tour. If the Department cannot fill the overtime with the early call-ins, they may require the employee on the holdover to work in excess of sixteen (16) hours and be paid in accordance with section 1 (Double Time Compensation). Employees working eight (8) hour tours may be offered double tours and the call-in procedure will not apply. In instances where employees are held over, the overtime shall not be less than three

(3) hours in duration. If after the overtime is accepted the Department decides that the overtime is not necessary, the employee, at his/her discretion, may choose to go off duty prior to the completion of three (3) hours and only be compensated for actual time worked.

4) For the purpose of this section, employees will be polled for unanticipated overtime in seniority order, by rank, at sign-on locations within districts. If all the overtime vacancies are not filled, all remaining employees in a district will be polled. If all the overtime vacancies are still not filled, the following guidelines will apply:

Overtime existing in District 1 will be filled by polling in seniority order, employees in District 2, 3, and then 4.

Overtime existing in District 2 will be filled by polling in seniority order, employees in District 1, 3, and then 4.

Overtime existing in District 3 will be filled by polling in seniority order, employees in District 4, 2, and then 1.

Overtime existing in District 4 will be filled by polling in seniority order, employees in District 3, 2, and then 1.

Overtime existing in District 5 will be filled by polling in seniority order, employees in District 6, 8, and then 7.

Overtime existing in District 6 will be filled by polling in seniority order, employees in District 5, 8, and then 7.

Overtime existing in District 7 will be filled by polling in seniority order, employees in District 6, 8, and then 5.

Overtime existing in District 8 will be filled by polling in seniority order, employees in District 6, 5, and then 7.

Overtime existing in District 9 will be filled by polling in seniority order, employees in District 3, 4, and then 5.

In the event that overtime in uniform patrol cannot be covered by the above polling procedures, the following units within each District will be polled by seniority in the following order:

First, Administration including: Communications, Applicant Investigation, Training, Medical Control, Polling, Records, Evidence, Fleet, employees assigned to Executive Protection and Policy/Planning, TRACKS, ROW.

Second, Specialized units ("SOD") including: ESU, Highway, and K-9.

Third, Anti-Crime.

Fourth, at the Regional Chief or Unit Commander's discretion, to employees with Detective status in the region with the overtime, by hire date, including: all Detectives assigned to Administrative Duties, Dignitary Protection and Task Force.

Overtime that exists in District 4 that cannot be filled by the method above will be offered to District 5. Overtime that exists in District 5 that cannot be filled by the method above will be offered to District 4.

5) For overtime that is offered for additional police coverage (not related to vacancies, radio runs, or employee-initiated activities) employees will be polled following the rules set forth in Section 4 (Polling Order).

6) In no instance will employees be ordered to work overtime except in cases of a bona fide Police emergency or a safety hazard affecting the public or members of the Police Department, and all eligible employees have been polled.

## APPENDIX C

UFLEO / SIRTOA MOA

### MEMORANDUM OF AGREEMENT

In consideration of the mutual promises and covenants contained herein; the United Federation of Law Enforcement Officers (UFLEO) agrees its union will no longer represent sworn police officers, detectives, and sergeants of the Staten Island Rapid Transit Operating Authority (SIRTOA) Police Department; UFLEO agrees that its members will become members of the MTA Police Department (MTA PD); the Metropolitan Transportation Authority (MTA), UFLEO, and the MTA Police Benevolent Association (PBA) agree to the following terms and conditions to effectuate the transfer of UFLEO members into the MTA PD represented by the MTA PBA:

1. UFLEO will no longer represent sworn police officers, detectives, and sergeants for the purpose of collective bargaining as of June 1, 2005, the date SIRTOA Police Department employees transfer to the MTA PD (the "Transition Date").
2. The MTA shall transfer all former duties and functions of the SIRTOA Police Department to the MTA PD as of the Transition Date.
3. The MTA and UFLEO agree to terminate their current collective bargaining agreement (CBA) regarding the SIRTOA Police Department as of the Transition Date. Upon the Transition Date and termination of the MTA SIRTOA/UFLEO CBA, the MTA and UFLEO agree that the transfer shall be in full and final settlement of all claims and rights that UFLEO and its members have or may have had up to and including the Transition Date. However, any cases pending as of the Transition Date shall be resolved by UFLEO and the MTA pursuant to the terms of their Collective Bargaining Agreement.
4. Effective upon the Transition Date, all sworn SIRTOA Police Department employees shall become employees of the MTA PD and police officers, detectives, sergeants and lieutenants shall be represented by the PBA and shall receive the compensation and benefits, except as modified by paragraph 7 below, to which they are contractually entitled under the appropriate PBA Collective Bargaining Agreements based upon their years of police service. Police service shall mean original hire date as a SIRTOA police officer, except as modified herein.
5. In furtherance of a smooth transition, the parties agree that all current tours of duty and work schedules of former SIRTOA sworn police officers, detectives, sergeants and lieutenants

- will continue until the MTA PD implements the 12 hour tour system.
6. The parties agree that Article 11, Section 5 of the current PBA PO CBA and Article 10, Section 5 of the PBA SO CBA shall not apply to employees of the Southern Region until January 1, 2006.
  7. All sworn SIRTOA Police Department employees in a represented rank/title other than that of sergeant prior to the Transition Date will be transferred to the MTA PD in the rank/title of police officer. All SIRTOA Police Department employees in the title of sergeant shall be transferred to the MTA PD as sergeants.
  8. The Borough of Staten Island shall constitute the Southern Region for all purposes under the PBA Collective Bargaining Agreements. Incumbent UFLEO members shall be placed by rank/title, in seniority order, on a seniority list for the Southern Region. For purposes of seniority, all incumbent UFLEO members hired into Police Service prior to January 1, 1998 shall be covered by Article 22(1)a of the PBA PO Collective Bargaining Agreement and Article 20(1)a of the SO PBA Collective Bargaining Agreement.
  9. Incumbent UFLEO members hired into Police Service on or after January 1, 1998 shall be placed on the consolidated seniority list for the Southern Region, pursuant to Article 22(1)b of the PBA PO Collective Bargaining Agreement and Article 20(1)b of the SO PBA Collective Bargaining Agreement. Any police officers hired on or after 1/1/98 will be placed on a unified seniority list and will not be subject to any territorial limitations within their assigned region and the borough of Manhattan.
  10. UFLEO members transferred to the MTA PD as of the Transition Date who voluntarily transfer out of the Southern Region shall forfeit their regional seniority date and shall be placed on the consolidated list of the region they have transferred to with a seniority date equal to the Transition Date. For officers with the same unified seniority date, their original regional seniority shall prevail. In the event an officer has transferred out of his/her original region and requests to return, said officer will retain his/her regional seniority provided transfer back to the original region takes place within eighteen months from the effective date of the original transfer.
  11. The parties agree that sworn officers of the former SIRTOA Police Department hired on or after 1/1/98, for purposes of layoffs, shall utilize the Transition Date in lieu of their original date of appointment to the SIRTOA Police Department. All sworn officers of the former SIRTOA Police Department hired

prior to 1/1/98 shall be covered by Article 23, Section 8, subsection 2.

12. The parties agree that when Section 1266-h 4(b) of the NYS Public Authorities Law is applied to sections relating to service of any kind it will mean only police service rendered while an employee of the Authority or its subsidiaries or affiliates.
13. All sworn officers represented by the PBA formerly represented by UFLEO, that become employees of the MTA PD shall be covered by Article 10, the MTA 20 year Police Retirement Plan, of the MTA Defined Benefit Pension Plan (the "MTA DB Plan"), provided however that no such employee shall be entitled to retire under the MTA DB Plan until the employee has completed two (2) years of active police service, commencing on the Transition Date. Employees who die or are awarded a disability pension pursuant to the terms of the MTA DB Plan shall be exempt from the two year active service requirement. In addition, the MTA 20 Year Police Retirement Plan shall be amended to include as credited police service (1) all SIRTOA police service; and (2) all police service as permitted by §343 of the NYS Retirement and Social Security Law (except as modified by the November 24, 2004 Agreement of the parties). Additionally, any former SIRTOA officer who retires under the MTA DB Plan, without reference to the benefits provided by paragraph 15 below, shall be eligible to receive a lump sum payment equal to the employee contributions, with interest, made to the SIRTOA Pension Plan for such officer's non-police service. Provided however, that any such officer who waives his rights under paragraph 15 below, may receive such lump sum payment after such waiver is executed.
14. Notwithstanding any provision to the contrary, the benefits under the MTA DB Plan of any former sworn SIRTOA Police Department employees who had an accrued benefit, as of the Transition Date, under the SIRTOA Pension Plan greater than that provided by the MTA DB Plan, shall be based on such greater accrued benefit.
15. All former sworn SIRTOA Police Department employees now represented by the PBA, shall contribute to the MTA DB Plan at the rate determined pursuant to subdivision (d) of 10.4.01 commencing upon the Transition Date based on his or her age on his/her date of hire as a SIRTOA police officer.
16. Unless stated otherwise, any issues concerning this Agreement that are not settled through negotiations will be submitted to expedited binding arbitration. The neutral arbitrator will be selected pursuant to AAA's procedures.

17. Amend Article 1 of PBA Collective Bargaining Agreements to reflect that traditional police functions previously performed by the SIRTOA Police force shall continue to be performed by Authority police force.
18. The MTA agrees that upon the transition, the PBA's bank of 4,000 hours of PBA release time will be increased to 4,300 hours.

For the MTA:

<u>/s/</u>	<u>5/25/05</u>
Gary J. Dellaverson	Date
Director of Labor Relations	

For MTA PBA:

<u>/s/</u>	<u>5/25/05</u>
Raymond Gimmler	Date
President	

For UFLEO:

<u>/s/</u>	<u>5/25/05</u>
Thomas Piccirillo	Date
President	

**APPENDIX D**

**CHEMICAL, BLOOD OR SIMILAR TESTS**

**MEMORANDUM OF AGREEMENT**

**Disciplinary and Supplementary Testing Procedures/Guidelines**

AGREEMENT made between the METROPOLITAN TRANSPORTATION AUTHORITY ("MTA") and the MTA POLICE BENEVOLENT ASSOCIATION ("PBA").

The parties agree to the following in connection with the MTA's testing obligation under the requirements of the United States Department of Transportation (USDOT) and Federal Transit Administration (FTA) regulations concerning drug and alcohol testing:

**1. DISCIPLINARY GUIDELINES**

**(A) DRUG VIOLATIONS**

The MTA and PBA agree that discipline for a violation of the federal regulations of the US DOT or the FTA pertaining to drugs or the misuse of prescription drugs will be governed by the Trials and Appeals Article of the Police Officer and Superior Officer Collective Bargaining Agreements.

**(B) ALCOHOL VIOLATIONS**

**1) Breath Alcohol Content (BAC) of between .02 and less than a .04**

An officer who is confirmed positive for a Breath Alcohol Content (BAC) of between .02 and less than .04 shall be disciplined in the following manner in addition to the requirements of the United States Department of Transportation (USDOT) and Federal Transit Administration (FTA):

a) The officer shall be either sent home or placed on restricted duty (without a firearm) for the remainder of their scheduled tour of duty at the discretion of the Police Department. The officer will be compensated for the remainder of their scheduled tour of duty.

b) An employee's first offense will result in a written warning and a mandatory evaluation by the Substance Abuse Professional (SAP) through the Employee Assistance Program (EAP). In the event the SAP recommends treatment the member will be obligated to comply with treatment recommendations as a term and

condition of employment. The MTA will direct the SAP and the EAP to provide treatment recommendations that, to the extent possible, are covered by the employee's health insurance plan.

c) An employee's second offense will result in an immediate five (5) day suspension without pay and mandatory enrollment into a SAP recommended treatment program. The member will be obligated to comply with treatment recommendations as a term and condition of employment. The MTA will direct the SAP and the EAP to provide treatment recommendations that, to the extent possible, are covered by the employee's health insurance plan.

d) An employee's third offense will result in an immediate imposition of a ten (10) day suspension without pay and mandatory enrollment into a SAP recommended treatment program. The member will be obligated to comply with treatment recommendations as a term and condition of employment. The MTA will direct the SAP and the EAP to provide treatment recommendations that, to the extent possible, are covered by the employee's health insurance plan. The employee will enter into a last chance agreement whereby the right to arbitrate the discipline for future violations of the federal rules on alcohol misuse shall be waived by both the union and the member. The employee or the union may only grieve the validity of the result of the test.

e) An employee's fourth offense between .02 BAC and less than .04 will result in immediate dismissal. The employer's disciplinary penalty of dismissal shall be final and binding and not subject to the Grievance Procedure of the collective bargaining agreement. The employee or the union may only grieve the validity of the result of the test.

## **2) Breath Alcohol Content (BAC) of .04 or greater**

A member who is confirmed as positive for a BAC of .04 or greater shall be disciplined in the following manner, in addition to the requirements of the US DOT and FTA for each offense:

a) An officer will be immediately relieved of duty due to a confirmed positive alcohol test and will be suspended without pay from the time of the confirmed result.

b) A first offense will result in the immediate imposition of a ten (10) day disciplinary suspension without pay. The employee will be assigned to non-safety sensitive duties after serving the suspension until they complete the US DOT and FTA return to duty process. Management shall have the ability to assign the work location and work schedule of an employee assigned to non-safety sensitive duties.

c) A second offense will result in the immediate imposition of a thirty (30) day disciplinary suspension without pay. Upon completion of the suspension period, the employee will be assigned to non-safety sensitive duties until they complete the US DOT/FTA return to duty process. Management shall have the ability to assign the work location and work schedule of an employee assigned to non-safety sensitive duties. An employee who is returned by the SAP to safety sensitive duties will enter into a last chance agreement whereby the right to arbitrate discipline for future violations of the federal rules on alcohol misuse shall be waived by both the union and the employee. The employee or the union may only grieve the validity of the result of the test. Upon a member's return to safety sensitive duties a probationary period of six months shall begin. A confirmed positive result of .02 or greater will violate this probation and result in dismissal.

d) A third result of .04 or greater during the employee's career as a represented member of the Police Department will result in the immediate dismissal of the employee. The employer's disciplinary penalty of dismissal shall be final and binding and not subject to the Grievance Procedure of the collective bargaining agreement. The employee or the union may only grieve the validity of the result of the test.

**3) Four violations with Breath Alcohol Content (BAC) of .02 or greater**

An employee with four positive results for a BAC of .02 or greater will be dismissed from employment. The employer's disciplinary penalty of dismissal shall be final and binding and not subject to the Grievance Procedure of the collective bargaining agreement. The employee or the union may only grieve the validity of the result of the test.

**4) Refusal to take an Alcohol Test**

An employee who refuses to take an alcohol test as defined by the federal regulations governing the testing program shall be disciplined as if the employee were positive for a BAC of .04 or greater.

**2. SUPPLEMENTAL TESTING GUIDELINES AND PROCEDURES**

A) The parties agree that drug and alcohol testing of PBA members will take place at designated facilities. Those facilities currently include, but are not limited to, the LIRR Medical Office in Mineola, NY; the LI Bus Medical Office in Garden City, NY; and the MNRR Medical Office in Manhattan, NY. These facilities may be expanded to meet the service needs of the Police Department.

B) Employees may utilize their health insurance benefit for alcohol dependency and substance abuse treatment, subject to the limits and normal deductibles of an employee's health insurance.

C) The MTA will assume the costs of administering the testing programs including the cost of testing the split samples for reconfirmation of the substance confirmed positive in the primary sample, return to duty tests, and follow up tests.

D) The PBA Union office will be provided the testing location and scheduled start time of the random test by the Designated Employer Representative in advance of the scheduled start time. Union representatives will be designated as authorized to enter the testing sites used to conduct urine and breath collections to the extent allowed by the DOT and FTA regulations.

E) The MTA will only use evidential breath testing devices on the Conforming Products List for Instruments that conform to the Model Specifications for Evidential Breath Testing Devices (58 FR 48705). All evidential breath testing devices will be maintained and calibrated to manufacturer's requirements. Documentation of maintenance and calibration of an EBT will be made available to the union for inspection upon request.

F) Supervisors may not determine there is reasonable suspicion to test an employee under the DOT and FTA regulations unless they have received the federally required training. A trained supervisor who determines that reasonable suspicion exists to test an employee will both; verbally inform the employee of the physical observations that constitute their basis of reasonable suspicion and record their findings in writing.

G) The parties interpret the federal regulations to mean that members of the Department who do not carry a firearm for security purposes are not performing safety sensitive duties and therefore will not be subject to the US DOT/FTA alcohol and drug testing procedure. The MTA considers all members of the Department, on duty or taking law enforcement action off duty, within the MTA service Region, while carrying a firearm to be doing so for security purposes. The MTA considers members of the Department carrying a firearm off duty not to be performing a safety sensitive function unless they are taking law enforcement action within the MTA service region. Employees not performing safety sensitive duties on a daily basis such as employees assigned to training outside the MTA service area, employees absent from work for the day (i.e.: sick leave, jury duty, union release time, military leave, worker's compensation, vacation, etc.) and employees assigned to restricted duty assignments without a firearm, will remain in the random testing pool. The US DOT/FTA guidelines provide that these employees may only be tested if they are actually performing safety sensitive duties. Employees selected for random testing who are either assigned to non-safety sensitive duties for the duration of the work-day or are not performing safety sensitive duties for the duration of the work day will

be considered unavailable for testing that day. The parties agree to be bound by any determination of the US DOT or the FTA to the contrary.

H) Employees required by the SAP of the EAP to participate in a rehabilitation program that requires their absence from work shall continue to be paid their scheduled hours of work as sick leave. An employee will be provided no more than six months of paid absence from work to participate in a treatment program. An employee requiring more than six months of absence from work to participate in a rehabilitation program mandated by the SAP of the EAP may continue their absence for an additional six months as an unpaid leave of absence. Employees will be allowed to use their paid leave banks to remain in pay status during this leave of absence.

IT IS THE PARTIES UNDERSTANDING THAT NONE OF THE PROVISIONS OF THIS AGREEMENT CONFLICT WITH THE FTA AND DOT REGULATIONS AS THEY CURRENTLY EXIST. IN THE EVENT THERE IS AN INADVERTANT CONFLICT OR THE REGULATIONS ARE AMENDED AND CONFLICT WITH THIS AGREEMENT THE PARTIES UNDERSTAND THAT THE FEDERAL REGULATIONS ARE CONTROLLING.

IN WITNESS WHEREOF the parties hereto signed this Memorandum of Agreement at New York, New York, on the \_\_\_ day of November, 2002

For the  
Metropolitan Transportation  
Authority

For the  
Police Benevolent Association

By: /s/ \_\_\_\_\_  
Margaret Connor  
Director, Human Resources

By: /s/ \_\_\_\_\_  
Raymond Gimmler  
President, PBA

Dated: November 12, 2002

Dated: November 7, 2002

**APPENDIX E**

NYPD PENSION TRANSFER

November 24, 2004

Mr. Raymond Gimmler  
President  
MTA Police Benevolent Association  
181 S. Franklin Avenue, Suite 303  
Valley Stream, NY 11581

**Re: MTA 20-Year Police Retirement Program**

Dear Mr. Gimmler:

The parties agree that in the event that the proposed legislation, A6064a/S2124b, is signed by the Governor of the State of New York, the following conditions shall apply:

1. In order to be credited with the transfer of membership and credit from the New York City Police Pension Fund and/or, in the case of an officer hired hereafter, from the New York State Police and Fire Retirement System in the Metropolitan Transportation Authority (MTA) 20-Year Police Retirement Program (Program), an officer must first complete fifteen (15) years of credited police service, as defined by the program;
2. The parties agree that the MTA will amend the Program to incorporate the above provisions;
3. The parties agree that they will not support any challenge to the Program amendment and the Union will take no action to aid, encourage or support (financially or otherwise) any person who commences or pursues legal action of any kind challenging the amendment;
4. The parties agree that in the event there is any successful or partially successful challenge to the Program amendment, the parties agree to support legislation to enact such amendment.

Very truly yours,

/s/  
Gary J. Dellaverson  
Director, Labor Relations

Agreed:

/s/ 11/24/04  
Raymond Gimmler Date  
President, MTA Police Benevolent  
Association

**APPENDIX F**

INTERNAL SECURITY / EXECUTIVE PROTECTION

September 27, 2010

Michael O'Meara  
Executive Vice President  
Police Benevolent Association of the MTA  
76 South Central Avenue, Suite 1-D  
Valley Stream, New York 11580

**RE: Executive Protection/Dignitary Protection Unit**

Dear Mr. O'Meara:

In keeping with Appendix G of the parties Collective Bargaining Agreement ("CBA"), effective January 5, 2011 the uniformed duties of the Executive Protection/Dignitary Protection Unit ("Unit") will be assigned to District 5, Grand Central Terminal. Further, the plainclothes duties of the Unit will be assigned to the MTA Inter-Agency Counter Terrorism Task Force ("ICTF") two weeks from the date of this agreement.

It is understood that sworn members of the MTA Police Department will be the only members of the ICTF who are assigned these duties, and that any further changes to the executive/dignitary protection duties in the future will necessitate further agreement.

If you are in agreement, please sign in the space indicated below. If you have any questions please do not hesitate to call me at 212-878-7180.

Very truly yours,

/s/  
Ben Fernandez  
Director, Labor Relations

AGREED to for the MTA Police Benevolent Association:

/s/ \_\_\_\_\_ September 29, 2010  
BY: Michael O'Meara, Executive Vice President

**APPENDIX G**

INTERNAL SECURITY / EXECUTIVE PROTECTION

Mr. Raymond Gimmler, President  
Police Benevolent Association  
134 Rockaway Avenue  
Valley Stream, New York 11580

Re: Executive and Internal Security

Dear Mr. Gimmler:

The parties agree that when the MTA, in its discretion, chooses to utilize sworn officers for internal security or executive protection it will utilize members of the MTA police force. The current executive protection staff will remain until such time as the current chairman chooses to alter it.

Very truly yours,

Marc V. Shaw  
Executive Director  
Metropolitan Transportation Authority

**APPENDIX H**

SENIORITY DETERMINATION FOR NEW HIRES

January 5, 2006

Raymond Gimmler  
MTA Police Benevolent Association  
134 Rockaway Avenue  
Valley Stream, NY 11580

**RE: Seniority Determination for New Hires**

Dear Mr. ~~Gimmler~~: O'Meara

As we discussed today on the telephone, effective with those new employees hired on January 9, 2006 and thereafter as police officers of the MTA Police Department the procedure for determining their seniority shall be as follows:

For those probationary police officers hired on the same date, a simple blind lottery will be used.

Sincerely,

/s/  
Kevin J. McConville  
Chief of Department

APPENDIX I

**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:

For the MTA PBA:

\_\_\_\_\_  
/s/ Michael Coan, Chief

\_\_\_\_\_  
/s/ Raymond Gimmler, President

Date: 11-13-08

Date: 11/4/08

**APPENDIX J**

14 July 2000  
Mr. Raymond Gimmler  
President  
MTA Police Benevolent Association  
134 Rockaway Avenue  
Valley Stream, NY 11580

**RE: MTA 20 Year Police Retirement Program**

Dear Mr. Gimmler:

The parties agree to amend the MTA 20-year Police Retirement Program to provide that the MTA Police Benevolent Association may make contributions for split employment (Company/Union) provided that the MTA receives approval of the intended amendment from the Internal Revenue Service.

The parties understand and recognize that to protect the plan's tax qualified status, the plan assets and to insure that any additional benefit that may accrue will not be funded by the MTA, rather, it will be fully funded by the PBA, and the amendments will be based on the following basic principles:

- (i) Any individual covered by this provision must be on full release time from the MTA for PBA union business purposes and have been employed by the MTA or in the Metro-North or Long Island Rail Road police department for at least five years before the release time;
- (ii) Such PBA contributions will be based upon a rate as determined by the Plan's Actuary. The salary used to determine the PBA's contributions will not exceed the lieutenant full basic rate, hereinafter the "Salary Cap";
- (iii) The PBA shall withhold the individual's employee contributions subject to the same Salary Cap, and such individual's contributions will not be subject to the pick-up provision of the program;
- (iv) The salary used in all benefit calculations shall also be subject to the same Salary Cap;
- (v) The PBA's payment of its and the individual's contributions will be made in the manner and time frame as prescribed by the Actuary of the MTA Defined Benefit Plan;
- (vi) Failure to comply with the Actuary's specification will result in non-recognition of such service credit;

(vii) Provided there is IRS approval of this amendment, the amendment will be effective for all service after the approval of this agreement by the MTA Board.

Very truly yours,

/s/  
Gary J. Dellaverson  
Director/Labor Relations

Agreed:

/s/ \_\_\_\_\_  
Raymond Gimmler  
President MTA Police Benevolent Association

Appendix K

October 24, 2012

Michael O'Meara  
Executive Vice President  
MTA Police Benevolent Association  
76 South Central Avenue, 1-D  
Valley Stream, NY 11580

**RE: Detectives Anti-Crime Unit Duty Schedule**

Dear Mr. O'Meara:

This letter serves to memorialize the parties' agreement to negotiate the duty schedule of the Detectives Anti-Crime Unit referenced in Article 11 of the parties' collective bargaining agreement if the unit is assigned to work a schedule other than the patrol chart.

Agreed to by:

MTA Police Department

Police Benevolent Association

/s/ \_\_\_\_\_  
Michael Coan                      Date  
Chief of Department

/s/ \_\_\_\_\_  
Michael O'Meara                      Date  
Executive Vice President

MTA Labor Relations

/s/ \_\_\_\_\_  
Anita L. Miller                      Date  
Director

## Appendix L

July 6, 2012

Mr. Michael O'Meara  
Executive Vice-President, MTA PBA  
MTA Police Benevolent Association  
76 S. Central Avenue, Suite 1D  
Valley Stream, NY 11580

**RE: Administrative Chart Days (PBA Grievance No. 10-03)**

Dear Mr. O'Meara:

In resolution of the above referenced grievance, the parties mutually agree to the following settlement concerning Administrative Chart Days:

1. The parties agree that Administrative Chart Days earned by Members must be either cashed out or used within the year they are earned, subject to the following conditions:
  - a. Members assigned to the Administrative Chart (working 8 hours and 38 minutes a day) shall have the option to cash out up to 10 chart days per year. Should a Member decide to cash out chart days, the parties agree that such days must be cashed out the first week in December of each year.
  - b. Any remaining chart days that are not cashed out by a Member must be used within the year they are earned subject to the following. At a minimum, Members will have to use 9 chart days per year. Members must schedule their chart days by no later than October 15<sup>th</sup> of each year. If a Member fails to scheduler their chart days by October 15<sup>th</sup>, those days will be scheduled for the Member by the Department. In the event a Member reports for work on a scheduled chart day off, the Department will be entitled to send the Member home.
  - c. Members assigned to the Administrative Chart (working 8 hours and 38 minutes a day) for a cumulative period of 6 months or less in a given year shall be ineligible for the cash out option.
2. For 2012 only, Members assigned to the Administrative Chart (working 8 hours and 38 minutes a day) shall have a one-time option to cash out an additional 10 chart days. Should a Member decide to cash out these additional chart days, the parties agree that such days must be cashed out before December 3, 2012.

3. Any chart days remaining in a Members bank after this additional cash out must be used by December 31, 2012. Members must schedule these chart days by no later than October 15, 2012. If a Member fails to schedule their chart days by October 15, 2012, those days will be scheduled for the Member by the Department. In the event a Member reports for work on a scheduled chart day off, the Department shall be entitled to send that Member home.
4. The Department will continue to publish a list of Chart Days to be used by members assigned to the administrative chart who are out sick for more than 2 consecutive weeks when the chart day falls, and those who cannot work the full 8 hours 38 minute period due to medical restriction.

If the above conforms to your understanding, please execute the signature line below.

Sincerely,

/s/ \_\_\_\_\_  
Charles E. Glasgow  
Deputy Director of Labor Relations

AGREED AND ACCEPTED  
ON BEHALF OF THE MTA PBA

/s/ \_\_\_\_\_  
Michael O'Meara  
Executive Vice-President

## Appendix M

January 9, 2014

Mr. Michael O'Meara  
President  
MTA Police Benevolent Association  
76 S. Central Avenue  
Suite 1D  
Valley Stream, NY 11580

Dear Mr. O'Meara

This confirms that, upon full and final ratification of the Memorandum of Agreement between the MTA and the MTA Police Benevolent Association for the period ending October 14, 2018, the collective bargaining agreement shall be amended to include the following language implementing the Extra List provision set forth in Paragraph 7.

*Up to thirty (30) existing, budgeted police officer/detective positions and up to ten (10) existing, budgeted superior officer positions shall be designated on the bid as "Extra List" positions. Notwithstanding the above, the number of Lieutenant positions designated as "Extra List" positions shall not exceed two (2). Employees who select Extra List positions will receive "plain clothes" training.*

*Extra list positions will be defined by Region. Jobs will be selected in accordance with the current selection process. Assignments shall begin on Wednesdays, and members shall be notified of their assignments for each week, two weeks in advance (including tour hours and Districts). RDO's will be consecutive and the hours of the tours will be consistent throughout each week, but may change from week to week without penalty, so long as the hours are consistent with the patrol schedule. However, District assignments may vary daily. Members choosing extra list assignments will work the number of days per year, days per week, and hours per shift as contained in the patrol schedule. Give back weeks (4 day work week) may vary for extra list members. Those who bid Extra List positions will call in on a weekly basis to receive job assignments. In the event there are no assignments to be filled within the employee's assigned Region, that employee may be assigned to fill any available job within their assigned Region, and if not assigned will report to the location, shift and days off associated with their bid job. Extra List employees may be assigned outside of their assigned Region on a case by case basis when agreed to by the MTA Police Department and the MTA PBA.*

Sincerely,

/s/  
Charles E. Glasgow  
Deputy Director, Labor Relations

Agreed to:

/s/

Michael O'Meara

\_\_\_\_\_  
Date

President

MTA Police Benevolent Association

M. Coan

D. Davis

## Appendix N

February 17, 2016

Chief Michael Coan  
MTA Police Department  
420 Lexington Ave, Suite 425  
New York, NY 10170

Dear Chief Coan,

I am writing to confirm our understanding on some of the issues related to the "Extra List" employees.

As agreed, we will operate the extra list as outlined in the January 9, 2014 letter between Charles Glasgow, and Michael O'Meara (attached) with the exception of the issues contained herein.

- Extra list members shall be part of uniform patrol for the purposes of overtime, and shall fall into the polling lists by seniority in their assigned region on their assigned RDO's as designated by their extra list schedule.
- Extra list members, during the annual selection of assignments, will select a headquarters, tour of duty, and relief days which will be utilized for purposes of having a locker and centralized payroll.
- Police Officers who select extra list assignments on the annual selection of assignments shall only compete against other members of the extra list in their region for vacation selections.
- There shall be one (1) 30 day book for all police officers assigned to extra list.
- Supervisors who select extra list assignments shall compete against all other supervisors on the extra list for vacation selection.
- There shall be one (1) 30 day book for all Supervisors assigned to extra list.
- The Department shall endeavor to provide lockers at all sign on locations for use by extra list officers on a daily basis.

If you should have any questions, please let me know.

Sincerely,

/s/ \_\_\_\_\_  
Michael O'Meara  
President, MTA PBA

Agreed To:

/s/ \_\_\_\_\_ Date  
Michael Coan  
Chief, MTA Police Dept.

## Appendix O

### MEMORANDUM OF UNDERSTANDING

The MTA Police Department (MTAPD) and the MTA Police Benevolent Association (MTAPBA) hereby agree to the following terms as it relates to the creation and work rules of the MTAPD Homeless Outreach/Conditions Unit (HOCU). Except as outlined herein all work rules shall be consistent with the CBA.

1. The HOCU shall work the Duty Schedule outlined in Article 11, Section 2 of the current CBA as it relates to the 12-hour tour duty schedule.
2. The MTAPD will assign members of the HOCU to a two-week chart which will outline their sign on location, shift and days off. Any deviation in the chart shall be made at least two weeks in advance; otherwise changes shall be deemed "tour changes" as outlined in the CBA. During their two-week chart period, members shall have the same work location, shift and days off. Tours of Duty shall be limited to 0600 X 1820 and 1800 X 0620. Members assigned to the HOCU shall have consecutive relief days, and they shall have at least one weekend day off each week in their schedule. If, in the future, the MTAPD decides the shifts in this paragraph are not desirable, the parties will meet to discuss changing the starting times and will endeavor to agree on starting times to replace the ones outlined herein.
3. The Chief of the MTAPD shall make appointments to the HOCU from a pool of volunteers who have applied to staff the unit. The appointments to the HOCU shall not be subject to the annual seniority selection. The HOCU may consist of the following:

Two (2) Lieutenants (one (1) each from the North and East Regions)

Two (2) Sergeants (one (1) each from the North and East Regions)

Twelve (12) Police Officers (six (6) each from the North and East Regions)

The MTAPBA agrees that members of the Southern Region may substitute for members of the Northern and Eastern Region by mutual consent of the parties at the time of selection.

4. Sign on locations for the HOCU shall be restricted to established MTAPD locations within Districts #3 and #4 for Eastern Region Members, Districts #5 and #6 for Northern Region Members, and District #9 and #4 for Southern Region Members.
5. Any member who is released from the HOCU that does not have an assignment in the Patrol Chart shall be allowed to choose an Assignment (Location, Shift, and Days Off) commensurate with such members' seniority. The Department will create the assignment for such member until the next general selection of assignments.
6. Members volunteering for an assignment in the HOCU will commit to staying in the Unit during the duration of the yearly assignment period.
7. Members assigned to the HOCU shall not be part of the Uniform Patrol force of the MTAPD, and absent unforeseen exigencies, shall not assume the duties or be assigned to the duties that are traditionally performed by the Uniform Patrol members of the MTAPD. However, members of the HOCU shall be deployed to assist with acute, and existing complaints that are related to the homeless population in the MTA Transportation network. Members, when not assigned to their responsibilities addressing the homeless shall be assigned to help curb existing complaints and patterns of quality of life issues. The members assigned to the HOCU shall wear a recognizable "uniform" agreed to by the parties which will not be the same uniform worn by patrol officers.

When assigned to duties not assisting with the homeless population, members shall be assigned to wear plainclothes uniforms.

8. Members of the HOCU shall only compete against other members of their rank in the HOCU for Vacation Selection.
9. One Police Officer in the HOCU shall be guaranteed leave, if requested, on weekends and the Holidays listed in Section 1 of Article 17 of the Police Officer CBA.
10. Members of the HOCU shall be considered "plainclothes" for the purposes of Appendix B of the CBA.

For the MTAPD:

For the MTA PBA:

/s/ \_\_\_\_\_  
Raymond Diaz  
MTA Director of Security

/s/ \_\_\_\_\_  
Michael O'Meara  
President

Appendix P

**CYBER CRIME UNIT AGREEMENT**

The Metropolitan Transportation Authority Police Department (MTA PD) and the MTA Police Benevolent Association (MTA PBA) agree to the creation of a Cyber Crime Unit (CCU). The following criteria for the Unit are agreed to by both parties:

1. The CCU shall initially consist of no more than four (4) Police Officers, two (2) Detectives and one (1) Lieutenant but may be expanded by mutual consent of the parties.
2. The Chief shall make appointments to the CCU from qualified applicants which shall not be subject to the Annual Seniority Selection or the contractual grievance procedure.
3. Members assigned to the CCU shall be assigned to ten (10) hour tours with 4 days of work and three (3) consecutive days off.
4. Members assigned to the CCU will be provided their schedule for a two week period. The chart shall have the same shift for the entire two week period. If no assignment is posted, members will work the same chart assignment as the previous two week period. Any deviations in chart during the two week period shall constitute a tour change as outlined in the CBA.
5. The MTA PD will schedule members assigned to the CCU to sign on duty at any MTA Police Department Facility within their assigned region.
6. Members assigned to the CCU shall not be assigned to sign on or off between the hours of midnight and 5am.
7. Members selected for assignment to the CCU must commit to remain in the Unit for a minimum period of 2 years. Members may submit a request to the Chief of the Department to be released from the Unit prior to fulfilling their commitment for good and sufficient cause. The Chief reserves the right to release Members from assignment to CCU upon good and sufficient cause. Such decision shall not be subject to the contractual grievance procedure.
8. Members assigned to the CCU will select vacation by seniority consistent with the rules outlined in the CBA.
9. Members shall be placed on the uniform polling list with their Unit and members will be polled in accordance with the current overtime distribution guidelines set forth in Appendix B of the CBA.
10. Any Police Officer assigned to the Unit shall, upon application, be promoted to the rank of Detective after having completed eighteen (18) months in the CCU, subject to the applicable terms of the CBA
11. Supervisor(s) assigned to the CCU shall be considered a Detective Supervisor for payroll purposes regardless of the Units makeup for the duration of their assignment to the Unit.
12. Any Member released from the CCU that does not have an assignment in the patrol chart shall be placed in an available assignment (location, tour and days off) commensurate with such member's seniority until the next general selection of assignments.

For the MTA Police Department:

For the MTA Police Benevolent Association:

\_\_\_\_\_  
/s/

\_\_\_\_\_  
/s/

Michael Coan, Chief  
Dated: 8/30/16

Michael O'Meara, President  
Dated: 8/30/16