

NEW YORK STATE
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of the Interest	:	
Arbitration	:	
- Between -	:	Case #M2013-067
	:	TTA #2013-033
METROPOLITAN TRANSPORTATION	:	Opinion and Award
AUTHORITY	:	
"MTA" or "Employer"	:	
- and -	:	
METROPOLITAN TRANSPORTATION	:	
AUTHORITY POLICE DEPARTMENT	:	
COMMANDING OFFICERS ASSOCIATION	:	
"Union" or "COA"	:	

NYS PUBLIC EMPLOYMENT RELATIONS BOARD

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AUG 28 2014

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APPEARANCES

For the MTA

PROSKAUER ROSE
 Neil Abramson, Esq., Attorney
 Daniel Altchek, Esq., Attorney
 Aliaa Abdelrahman, Esq., Senior Labor Counsel
 Charles Glasgow, Deputy Director, Labor Relations

For the COA

John Poklemba, Esq., Attorney
 Kevin King, President
 Kevin Kieran, Captain
 James Parrott, Industrial Consultant

BEFORE: HOWARD C. EDELMAN, ESQ., NEUTRAL CHAIRPERSON
 RICHARD CAIRNS, ESQ., PUBLIC EMPLOYER MEMBER
 THOMAS DUNN, PUBLIC EMPLOYEE MEMBER

CONCILIATION

BACKGROUND

The MTA and COA are parties to a Collective Bargaining Agreement which expired on June 8, 2011. Negotiations and Mediation efforts failed to produce a successor labor agreement. Consequently, an Interest Arbitration proceeding was commenced pursuant to Section 2.09.5 of the Civil Service Law ("Taylor Law") before the undersigned Panel. Hearings were held before us on March 25, 2014 and June 3, 2014, followed by an executive session of the Panel. This Opinion and Award, based solely on the evidence adduced at the hearings, follows.

POSITIONS OF THE PARTIES¹

COA

The Union points out that the MTA-PBA² recently negotiated a labor contract which expires on October 14, 2018. Wages increases less than those granted therein would reduce and, in some cases, eliminate the difference in wages between it and the PBA, it notes. Such an arrangement is both inequitable and demoralizing, in COA's view. Moreover, it suggests,

¹To expedite these findings, I have summarized the parties' positions.

²"PBA" refers to the MTA-PBA unless otherwise indicated.

rank and file Officers will not apply for superior posts unless this looming disparity is addressed.

Moreover, the Union stresses, it deserves increases which exceed the PBA pattern. Citing COA wages with those granted Captains in the New York City Police Department ("NYPD-CEA" Agreement), the Union insists that increases beyond the MTA Police pattern are justified. COA Exhibit 14. For example, it notes, its members pay a portion of their health insurance premiums, while NYPD Captains do not.

In light of these and other relevant factors, the Union makes the following salary demands:

Effective June 9, 2011 - 4.00 per cent
Effective June 9, 2012 - 3.00 per cent
Effective June 9, 2013 - 3.00 per cent
Effective June 9, 2014 - 3.00 per cent
Effective June 9, 2015 - 3.00 per cent
Effective June 9, 2016 - 3.00 per cent
Effective June 9, 2017 - 3.00 per cent

\$1,000 per unit member, payable on April 15 2018.

Concerning other compensation factors, COA asks that longevity stipends be increased to the same level as contained in the NYPD-CEA Agreement. Similarly, it seeks an annual uniform allowance of \$1,000. It also asks for an annuity fund equal to the CEAs.

As to released time, COA notes that in a prior Interest Arbitration Award for this unit, Arbitrator Arthur Riegel rejected its proposal in the absence of data supporting hours spent by its officials on Union business (see page 73 of the Riegel Award, COA Exhibit 4). It has since compiled statistics which indicate that its officials spend about 900 hours per year in these activities. Noting its relatively small size, the Union asks for only 500 hours which is proportional to the number received by the MTA-PBA.

An examination of the MTA-PBA and NYPD-CEA terms and conditions of employment demonstrate that additional benefits are justified, as COA sees it. Consequently, it asks the Panel to award the following proposals:

- the elimination of health insurance premium contributions;
- holiday pay of 96 hours per year.

COA also seeks an administrative work chart of five steady tours of 8 hours, 38 minutes each and 19 chart days. It contends that this schedule not only mirrors the PBA's, but will improve productivity as well.

COA also asks that its leave accrual bank, now 100 hours, be increased to 1500 hours. In addition,

it seeks out-of-title compensation when covering for supervisors and the adoption of Retirement Plan 341-J, noting that NYPD Police and Fire personnel are covered under this plan.

Furthermore, the Union asks that a salary step schedule be implemented whereby its members will be advanced on their anniversary dates, as well as an increase in pay for its Executive Board members. Finally, COA asks that I award interest on past due wages.

In COA's view, these improvements, while arguably greater than the pact negotiated by the PBA, are warranted when appropriate Taylor Law comparators are analyzed. It also insists the MTA can easily afford them. Noting that it represents only 21 members, the Union argues that no burden on the MTA of any consequence will result, if they are granted. Also, citing the testimony of consultant James Parrott, (81-134),³ COA insists that the MTA's fiscal condition is improving. For example, Parrott recalls, because of prudent and conservative planning, the MTA has the capacity "to address significant budget problems...if

³ Numbers in parentheses () refer to pages in the transcript, unless otherwise indicated.

there is a need to do that through policy actions (101).” Thus, COA concludes, both the present and future economic health of the MTA will not be affected if its proposals are adopted in their entirety. Accordingly, it asks the Panel to grant them as presented.

The MTA asserts COA’s proposals cannot be awarded. Initially, it points out, even if I were to consider the PBA settlement as a basis for my findings, the Union asks for far more in wages and benefits than contained in that Agreement. Consequently, it argues, what COA seeks is way out of line by any measure.

The MTA acknowledges that significant labor relations events have occurred during the course of these proceedings. Specifically, it notes, an agreement was reached between the New York City Transit Authority (“NYCTA”) and Local 100, Transport Workers Union (“Local 100”). That agreement, the Employer points out, provides for annual wage increases of 1, 1, 2, 2 and 2 per cent over sixty months. Also, it notes, employee contributions to health insurance increased from 1.5 per cent to 2 per

cent of base wages, yielding a net increase in the package of 7.5 per cent over five years.

In the MTA's view, the NYCTA-Local 100 pact traditionally sets the pattern for other unions and agencies under its jurisdiction. Consequently, it modifies its prior proposal, as follows:

Effective June 9, 2011 - 3 per cent
Effective June 9, 2012 - 1 per cent
Effective June 9, 2013 - 1 per cent
Effective June 9, 2014 - 2 per cent
Effective June 9, 2015 - 2 per cent
Effective June 9, 2016 - 2 per cent

An additional savings of .55 per cent should be imposed by the Panel, yielding a net cost of 7.50 per cent, or the same as the Local 100 Agreement, the MTA asserts.

Other evidence warrants this result, the MTA submits. This package, like others to which it agreed, will result in difficult fiscal choices, it argues. Increases beyond these, while not having a large impact on its budget, will encourage "leapfrogging" by many of the Unions within the MTA umbrella, it urges. As such, what constitutes an insignificant burden now may well lead to substantial economic ramifications later, according to the MTA.

Also, the MTA rejects COA's contention that its terms and conditions of employment should be bettered because the NYPD-PBA or NYPD-CEA contracts include these emoluments. In this context it suggests that most COA members were promoted relatively recently. They knew or should have known their benefits did not mirror those in the cited units. As such, they cannot reasonably expect to make up the perceived deficiencies, as the MTA sees it.

Furthermore, the MTA insists that it needs savings to achieve the net cost of the Local 100 Agreement. To that end, and citing the testimony of Deputy Director of Labor Relations Charles Glasgow, the MTA makes the following proposals with projected savings:

Additional Work Rule Changes

- Employees to work holidays unless approved to use leave. Holidays paid out at straight time (48 hours each January and July). -2.73%
- Replacement of \$1,000 uniform voucher with payment of \$1,000 uniform allowance. Uniforms to be ordered, picked-up and fitted on employees' time. -0.55%
- Up to 12 hours of scheduled weekend coverage and the elimination of restrictions against tours starting or ending between Midnight and 5:00 a.m. -4.05%

- New progression steps for Captain. -0.07%
- Scale back night differential eligibility by 4 hours; from 4:00 PM to 8:00 AM to 6:00 PM to 6:00 AM. -0.75%
- 4.28 month contract extension to October 14, 2018. -0.93%

The MTA argues that these changes should be adopted.⁴ Maximizing efficiencies is sound, both from an economic and operational point of view, it insists.

For these reasons, the MTA concludes that its proposals more properly reflect the Taylor Law criteria than do COA's. Consequently it asks the Panel to adopt them as presented.

DISCUSSION AND FINDINGS

Any inquiry regarding interest arbitration determinations must begin with an analysis of the criteria set forth in the Taylor Law. As applied to transit arbitration proceedings, these criteria are as follows:

- (i) comparison of the wages, hours, fringe benefits, conditions and characteristics of employment of the public employees involved in the impasse proceeding with the wages, hours, fringe benefits, conditions

⁴To the extent relevant to my findings, they are discussed below.

and characteristics of employment of other employees performing similar work and other employees generally in public or private employment in New York City or comparable communities;

- (ii) the overall compensation paid to the employees involved in the impasse proceeding, including direct wage compensation, overtime and premium pay, vacations, holidays and other excused time, insurance, pensions, medical and hospitalization benefits, food and apparel furnished, and all other benefits received;
- (iii) the impact of the panel's award on the financial ability of the public employer to pay, on the present fares and on the continued provision of services to the public;
- (iv) changes in the average consumer prices for goods and services, commonly known as the cost of living;
- (v) the interest and welfare of the public; and
- (vi) such other factors as are normally and customarily considered in the determination of wages, hours, fringe benefits and other working conditions in collective negotiations or impasse panel proceedings.

209.5(d) of the CSL

Not every element must be given equal weight. This is especially true where, as here, the employer is a multi-faceted organization with various agencies under its umbrella. Thus, Criterion (1) I find, is entitled to greatest consideration.

In my view, the most valid comparator to COA is the MTA-PBA ("PBA") settlement. COA is composed of approximately 24 members. They work with members of the PBA. They supervise them, directly or indirectly. Both groups service or oversee the same sites.

There is also the issue of morale to consider. An Award which provides for a different set of terms and conditions of employment for the two groups would be inequitable, I find. If the PBA received more than COA, supervisors would believe their talents are being undervalued. The incentive to become a supervisor would decrease.

On the other hand, an Award exceeding the improvements garnered by the PBA would be equally unwise, I am convinced. It would send the wrong message to the Police Officers who are "on the line" in direct contact with the public every day. It would, in effect, denigrate their services and create pressure in the next round of bargaining for the PBA to exceed what COA might receive in order to make up for past inequities. Such a result does not make labor relations sense.

This is not to say that within an overall framework the wage and benefit modifications must be

identical in each group. Though the PBA and COA have a commonality of interest, individual items in the package need not be replicated in all respects. Nonetheless, I conclude, the best comparator pursuant to Criterion (i) above is the settlement reached by the PBA.

The Union asserted that the NYPD-CEA was the better comparator than the PBA. While there is some merit to this claim, it must be rejected, I conclude. Though the City of New York and the Metropolitan Transportation Authority are both public entities, they are not identical. Clearly, a comparison to a collective bargaining unit within the MTA is more relevant than to one outside, even if both serve many of the same citizens.

Similarly, comparisons to settlements recommended by the Presidential Emergency Board⁵ have less probative value than the MTA-PBA Agreement. The LIRR has a tradition of settlements that, while similar to those received by other MTA bargaining units, is not identical to them. Also, there are significant differences between the two organizations. For labor

⁵The hearings in the instant dispute preceded the recent settlement between the Long Island Rail Road and a coalition of unions.

relations purposes, the MTA is governed by State law, whereas the LIRR is governed by Federal law. This factor creates different dynamics in bargaining for the MTA and the LIRR. Consequently, I am convinced, the recommended or actual settlements between the LIRR and its unions are not as valid a comparator as the MTA-PBA Agreement.

These conclusions are consistent with the descriptive language defining comparators, as noted in Criterion (i) above. It defines a comparator as "employees performing work" as superior officers in the MTA. LIRR workers are civilian employees; COA and the PBA are police personnel. In sum, then, the comparator analysis requires an Award which parallels the MTA-PBA settlement, not the LIRR one.

The other criteria in the Taylor Law compel the same conclusion. The interests and welfare of the public (Criterion v) are best served when employees and their supervisors are "in step" with each other. Moreover, this settlement is clearly within the employer's ability to pay (criterion iii). As COA noted, the cost to the MTA of a PBA patterned award is negligible, inasmuch as only 24 employees are involved. Moreover, by replicating the PBA Agreement,

it is virtually inconceivable this Award will result in higher settlements or future findings by Interest Arbitration panels which will have any significant impact upon the MTA's finances.

Factor (ii) involves a review of the overall compensation of the employees involved in the impasse. In other circumstances this provision would likely require substantial analysis. After all, prior bargaining results are important in determining new terms and conditions of employment. Here, however, the overall compensation of Superior Officers does not warrant a different result. Their terms and conditions of employment are parallel to the PBA's and that relationship is continued by virtue of these findings.

This is not to say that Criterion (ii) is entitled to no weight in this proceeding. Rather, while it does not affect the overall cost of the package to be imposed, it is relevant to the components of that package.

What all this analysis means is simple. The overall cost of the PBA settlement, including wage and benefit improvements less savings is 10.56 per cent over seven years. While the parties proposed Awards

of differing lengths, I am convinced that the same duration as the PBA Agreement should apply here. The same ending date will promote labor relations stability. Thus, I conclude, the term of this Award shall be June 9, 2011 through October 14, 2018.

Also, this determination is supported by Criterion (iv). The net cost of the economic improvements is 10.56 over seven years. The Consumer Price Index has risen less than two per cent annually over the last number of years. Clearly, then, the settlement imposed comports with this Criterion.

Given this analysis, I conclude that the wage pattern should mirror the salary increases garnered by the PBA. Identical increases retain the relationship among the ranks, certainly a desirable result when Superior Officers are compared with those whom they supervise. Consequently, and consistent with the PBA settlement, the Panel awards the following wage modifications:

- a. Effective June 9, 2011, hourly rates in effect on June 8, 2011 shall be increased by three per cent.
- b. Effective June 9, 2012, hourly rates in effect on June 8, 2012 shall be increased by two per cent.
- c. Effective June 9, 2013, hourly rates in effect on June 8, 2013 shall be increased by two per cent.

- d. Effective June 9, 2014, hourly rates in effect on June 8, 2014 shall be increased by three per cent.
- e. Effective June 9, 2015, hourly rates in effect on June 8, 2015 shall be increased by two per cent.
- f. Effective June 9, 2016, hourly rates in effect on June 8, 2016 shall be increased by two per cent.
- g. Effective June 9, 2017, hourly rates in effect on June 8, 2017 shall be increased by three per cent.
- h. Effective April 15, 2018, all ranks and steps shall receive a one time \$1,000 adjustment to base wages.

Longevity

COA demonstrated to my satisfaction that significant improvements in longevity stipends are warranted. The current figure is below that paid the PBA. Thus, a substantial increase is justified, I find. Accordingly, longevity shall be paid, as follows:

Effective June 9, 2014:	
After the fifth year of service	\$3,750
After the tenth year of service	\$4,000
After the fifteenth year of service	\$4,250
After the twentieth year of service	\$4,500
Effective June 9, 2015:	
After the fifth year of service	\$4,750
After the tenth year of service	\$5,000
After the fifteenth year of service	\$5,250
After the twentieth year of service	\$5,500

Effective June 9, 2016:

After the fifth year of service	\$5,750
After the tenth year of service	\$6,000
After the fifteenth year of service	\$6,250
After the twentieth year of service	\$6,500

Effective June 9, 2018:

After the fifth year of service	\$5,750
After the tenth year of service	\$6,745
After the fifteenth year of service	\$7,745
After the twentieth year of service	\$8,745

Compensatory Bank

COA sought an increase in the compensatory bank from the current 100 hours to 1500 hours. A fifteen fold increase, even if partially justified by what other bargaining units receive, is clearly unwarranted and unsupported by the record, I find. Nonetheless, the evidence reveals that a number of members of the unit have accumulated more than the current cap. Thus, while the Panel finds that the 100 hour figure must be increased substantially, COA members have an obligation to make genuine efforts to reduce the amount they have to the new figure listed below. Therefore I shall order an increase in the cap to 400 hours under the following conditions:

The second paragraph of Article 8, Section 1 of the Collective Bargaining Agreement shall be amended to read:

There shall be a compensatory bank cap of 400 hours for each COA member who may not carry over more than 400 hours of compensatory time from one calendar year into the next. Any employee whose accumulated bank exceeds 400 hours shall make best efforts to reduce his/her bank to within the limits of the cap no later than December 31, 2016. Any employee who is unable to reduce his/her bank to within the limits of the cap by December 31, 2016 shall be paid the cash value of the compensatory time then in excess of 400 hours.

The fourth paragraph of Article 8, Section 1 of the Collective Bargaining Agreement shall be amended to read as follows:

It is not the intent of the parties that COA members lose accumulated compensatory time. It is incumbent upon the department to manage the compensatory banks of COA members to ensure they shall not lose accumulated compensatory time, and members shall cooperate with efforts to reduce their compensatory time balance, provided, however, that COA members shall not be paid for any compensatory time except at the time of voluntary separation from service at which time the member shall receive the cash value of his/her current rate of pay for up to 400 hours of compensatory time. Under no circumstances shall an employee be paid the cash value of compensatory time in excess of 400 hours, except in the sole instance specified above in the second paragraph of this Section. Any prior practice or interpretation of this provision or any other contract provision that may have been in conflict with this strict limitation on the number of hours of compensatory time for which cash value may have been paid upon separation is superseded by the terms of this agreement.

Release Time

There exists a significant disparity between COA and the PBA on this issue. Also, in the Interest Arbitration Award issued by Arbitrator Riegel, he indicated that released time hours would be granted if the Union could demonstrate an appropriate need. It has done so, I am convinced. Thus, I find, a bank should be established, as follows:

Effective January 1, 2014, COA shall be granted 224 hours annually to be placed in an Annual Released Time Bank. The Bank may be accessed by the President of COA to be released from duty, without loss of pay, for COA officials to conduct Union business. The President of COA shall provide the Chief of the Department or a designee with reasonable advance notice of intent to use such release time which shall be granted unless Department operations would be impaired as a result.

Annuity

COA has no current annuity fund, though the PBA does. There is no operational or even economic basis for this inequity, I find. Therefore, I shall direct the implementation of an annuity fund, as follows:

- A. Effective January 1, 2015, a \$1,500 annual Annuity Fund shall be established for each employee.
- B. The MTA shall remit, on a monthly basis, one-twelfth of the agreed upon annual sum per employee to an account designated by such employee under an existing 457 or 401(K) plan.
- C. Employees not eligible to receive annuity fund contributions under the current MTA-Police Benevolent Association Agreement shall not be eligible to receive annuity fund contributions upon promotion to a rank represented by COA.

The Panel has computed the economic cost of the improvements granted above as follows:

Wages	18.31 per cent
Longevity	3.00 per cent
Release Time	.10* per cent
Annuity	.73 per cent
Compensatory Bank	<u>.00** per cent</u>

Total Cost 22.14 per cent

I agree with the MTA that the PBA Agreement's net cost is 10.56 per cent. Consistent with my analysis above, as well as the need for legitimate operational savings, I conclude that a number of economic adjustments should be implemented. The issue, then, is to draft an Award which conforms to the PBA Agreement but which, at the same time, does not so severely adjust current terms of employment as to

* This figure is lower than the MTA's because COA officials given release time will not necessarily be replaced.

** This is an administrative change with no cost impact.

substantially reduce compensation of COA members. This can be accomplished in a number of ways.

Wages

COA salary increases should mirror those granted the PBA. This requires the implementation of the salary raises granted above. It also requires the extension of the Award from June 9, 2018 to October 14, 2018 or 4.28 months beyond what would be generally considered the normal expiration date of June 8, 2018, for a savings of .93 per cent.

Night Differential

Also parallel to the PBA settlement is a modification in the night differential paid COA members. While the amount of the differential should not be altered, its timing should. Currently, night differential begins at 4:00 p.m. and ends at 8:00 a.m. A true night differential should begin at 6:00 p.m. and end at 6:00 a.m. Moreover, this modification reflects the PBA agreement. Thus, I shall order its implementation, for a savings of 1.80 per cent. Accordingly, Article 23 shall be amended to read, "There shall be a 10% differential in cash paid to all COA members for all work actually performed between the hours of 6:00 p.m. and 6:00 a.m." This

modification shall be implemented at the same time the General Wage Increase ("GWI") is paid out.

Uniform Allowance

At present COA members receive a reimbursement of up to \$1,000 when they supply a voucher for purchasing uniforms. Modifying this procedure to require COA members to order, be fitted for and pick up their uniforms on their own time will not appreciably affect their entitlement to the \$1,000 payment. However, this process will make more productive use of working time. While it is difficult to calculate the precise cost of the savings, I find that .55 per cent is a reasonable estimate.

Holiday Work

It is undeniable that protecting MTA facilities, personnel and the riding public is a 24/7 job. Requiring COA members to work holidays unless on approved leave reflects this reality. So does paying out for unused holidays at straight time, up to maximum of 48 hours each January and July.

There is no doubt this modification economically impacts Superior Officers. However, there is also no doubt this change, which recognizes the realities of the MTA's operations, is warranted. The parties agree

that this change equals 2.73 per cent of the cost to the bargaining unit.

Tour Changes

As noted above, the MTA is a 24/7 operation. The fewer restrictions that exist between weekday tours and tours beginning between 12:00 a.m. and 5:00 a.m. recognize this reality. To that end, I shall direct that the MTA be permitted to schedule up to twelve regular weekend tours and to remove the prohibition against all tours beginning or ending between 12:00 a.m. and 5:00 a.m. Consequently, I find, Paragraph One of Article 10, Section 2 of the Collective Bargaining Agreement shall be amended to read as follows:

All COA members shall be assigned to work non-rotating one platoon schedules of five (5) tours of eight (8) hours with two consecutive weekend rest days. However, the Authority may include up to six weekend shifts of eight hours each per day on Saturday and Sunday (total of twelve weekend shifts) as part of the duty schedule.

Paragraph two of Article 10, Section 2 of the Collective Bargaining Agreement shall be deleted.

The MTA calculated that the holiday work and tour changes will save approximately 6.20%. I do not agree. The overall savings, I find, is 5.22%. This

figure is less than the MTA's and more than COA's. It reflects the fact that not every tour change or work schedule modification may be implemented. Nonetheless it is a reasonable estimate, I am convinced.

Captains' Schedule

Stretching out the years Captains reach top pay is reasonable, I find. Captains will still reach the salary level they would have attained had the current system remained as is. On the other hand, a three step system will effectuate real savings, though each individual promoted to Captain will ultimately receive the same rate paid current Captains. Thus, I shall direct that, effective upon the parties' receipt of this Award, the following wage progression shall apply to all individuals promoted to the rank of Captain thereafter.

Step I - \$145,042

Step II - \$149,394

Step III - \$153,745

In subsequent years, the general wage increase shall apply to these steps. Captains shall advance one step within rank annually on the anniversary date of their promotion.

The economic package which represents improvements in terms and conditions of employment totals 22.14 per cent. The PBA Contract, all agreed, equaled 10.56 per cent for a difference of 11.58 per cent. Both parties agree that changes in holiday work (2.73 per cent) and uniform allowance (.55 per cent) and extending the life of the Award (.93 per cent) yield a total savings of 4.21 per cent.

The remaining savings necessary to equal the PBA settlement is 7.37 per cent. Weekend coverage of twelve tours annually and the elimination of the prohibition against tours beginning or ending between 12:00 a.m. and 5:00 a.m. saves a total of 5.22 per cent, I have found.⁶ As previously determined, scaling back night differential by a total of four hours saves ten per cent of wages for the four hours in question (4:00 p.m. to 6:00 p.m. and from 6:00 a.m. to 8:00 a.m.) This change yields a savings of .80 per cent, the record reveals.

As suggested above, the savings achieved by creating the Captains' progression is impossible to calculate with certainty. It depends upon the number

⁶As indicated above, this sum is arrived at by appropriate modifications in the Union's exhibit regarding projected savings.

of Captains to be promoted during the life of this Award. For example, if the schedule did not exist, the starting salary for a Captain on, say, September 1, 2014 would be \$153,745. With the schedule imposed above, the rate will be \$145,042, or a savings of \$8,703. Extrapolating this amount over the remaining four years of the agreement, even with allowing for GWI's to be applied, results in a savings of .35 per cent, I conclude. Thus, the total savings as described herein is 11.58. When this sum is subtracted from the wage and benefit improvements of 22.14 per cent the result is 10.56 per cent, the same cost of the PBA agreement.

In sum, the relevant Taylor Law criteria demand an award which mirrors the PBA settlement. Replicating not only the PBA cost but the individual items agreed to therein results in our findings, as detailed herein. It is so ordered.

AWARD

1. Term

This award shall be effective June 9, 2011 through October 14, 2018.

2. Wages

Wages shall be increased as follows:

- a. Effective June 9, 2011, hourly rates in effect on June 8, 2011 shall be increased by three per cent.
- b. Effective June 9, 2012, hourly rates in effect on June 8, 2012 shall be increased by two per cent.
- c. Effective June 9, 2013, hourly rates in effect on June 8, 2013 shall be increased by two per cent.
- d. Effective June 9, 2014, hourly rates in effect on June 8, 2014 shall be increased by three per cent.
- e. Effective June 9, 2015, hourly rates in effect on June 8, 2015 shall be increased by two per cent.
- f. Effective June 9, 2016, hourly rates in effect on June 8, 2016 shall be increased by two per cent.
- g. Effective June 9, 2017, hourly rates in effect on June 8, 2017 shall be increased by three per cent.
- h. Effective April 15, 2018, all ranks and steps shall receive a one time \$1,000 adjustment to base wages.

3. Longevity

Longevity shall be paid, as follows:

Effective June 9, 2014:

After the fifth year of service	\$3,750
After the tenth year of service	\$4,000
After the fifteenth year of service	\$4,250
After the twentieth year of service	\$4,500

Effective June 9, 2015:

After the fifth year of service	\$4,750
After the tenth year of service	\$5,000
After the fifteenth year of service	\$5,250
After the twentieth year of service	\$5,500

Effective June 9, 2016:

After the fifth year of service	\$5,750
After the tenth year of service	\$6,000
After the fifteenth year of service	\$6,250
After the twentieth year of service	\$6,500

Effective June 9, 2018:

After the fifth year of service	\$5,750
After the tenth year of service	\$6,745
After the fifteenth year of service	\$7,745
After the twentieth year of service	\$8,745

4. Compensatory Time

The second paragraph of Article 8, Section 1 of the Collective Bargaining Agreement shall be amended to read:

There shall be a compensatory bank cap of 400 hours for each COA member who may not carry over more than 400 hours of compensatory time from one calendar year into the next. Any employee whose accumulated bank exceeds 400 hours shall make best efforts to reduce his/her bank to within the limits of the cap no later than December 31, 2016. Any employee who is unable to reduce his/her bank to within the

limits of the cap by December 31, 2016 shall be paid the cash value of the compensatory time then in excess of 400 hours.

The fourth paragraph of Article 8, Section 1 of the Collective Bargaining Agreement shall be amended to read as follows:

It is not the intent of the parties that COA members lose accumulated compensatory time. It is incumbent upon the department to manage the compensatory banks of COA members to ensure they shall not lose accumulated compensatory time, and members shall cooperate with efforts to reduce compensatory time balance, provided, however, that COA members shall not be paid for any compensatory time except at the time of voluntary separation from service at which time the member shall receive the cash value of his/her current rate of pay for up to 400 hours of compensatory time. Under no circumstances shall an employee be paid the cash value of compensatory time in excess of 400 hours, except in the sole instance specified above in the second paragraph of this Section. Any prior practice or interpretation of this provision or any other contract provision that may have been in conflict with this strict limitation on the number of hours of compensatory time for which cash value may have been paid upon separation is superseded by the terms of this agreement.

Article 24(b) shall be amended by changing "100" to "400."

5. **Release Time**

Effective January 1, 2014, COA shall be granted 224 hours annually to be placed in an Annual Released Time Bank. The Bank may be accessed by the President of COA to be released from duty, without loss of pay, for

COA officials to conduct Union business. The President of COA shall provide the Chief of the Department or a designee with reasonable advance notice of intent to use such release time which shall be granted unless Department operations would be impaired as a result.

6. **Annuity Fund**

- A. Effective January 1, 2015, a \$1,500 annual Annuity Fund shall be established for each employee.
- B. The MTA shall remit, on a monthly basis, one-twelfth of the agreed upon annual sum per employee to an account designated by such employee under an existing 457 or 401(K) plan.
- C. Employees not eligible to receive annuity fund contributions under the current MTA-Police Benevolent Association Agreement shall not be eligible to retain annuity fund contributions upon promotion to a rank represented by the COA.

7. **Night Differential**

Effective upon the implementation of the General Wage Increase ("GWI") in this Award, Article 23 shall be amended to read, "There shall be a 10% differential in cash paid to all COA members for all work actually performed between the hours of 6:00 p.m. and 6:00 a.m."

8. **Uniform Allowance**

The first paragraph of Article 13 of the CBA shall be amended to read as follows

Effective January 1, 2015 each COA member shall be paid an annual cash allowance of \$1,000 to be used towards the purchase of uniforms. Members shall be required to make arrangements for the purchase and maintenance of their uniforms outside of working hours and shall be fully responsible for ensuring compliance with existing dress codes.

9. **Holiday Pay**

"MTA All Agency Policy Directive 11-018 (Holidays)" shall be deleted from Article 16 "Policy Instructions" of the current Collective Bargaining Agreement between the MTA and the Union (hereinafter referred to as the "CBA") and shall not apply to COA bargaining unit members beyond December 31, 2014. Effective January 1, 2015, all COA bargaining unit members shall be paid 96 hours annually at the holiday rate of pay in lieu of paid holidays, 48 hours of which shall be paid in January and 48 hours of which shall be paid in July of each successive calendar year, with the first payment commencing in July of 2015. Employees scheduled to work on an MTA designated holiday shall be paid at the straight time rate for that day. Employees requesting to be off on an MTA designated holiday shall be required to use leave balances subject to MTA Police Department approval procedures for such use.

10. **Tour Changes**

Effective as soon as reasonably practicable after the parties' receipt of this Award, Paragraph One of Article 10, Section 2 of the

Collective Bargaining Agreement shall be amended to read as follows:

All COA members shall be assigned to work non-rotating one platoon schedule of five (5) tours of eight (8) hours with two consecutive weekend rest days. However, the Authority may include up to six weekend shifts of eight hours each per day on Saturday and Sunday (total of twelve weekend shifts) as part of the duty schedule.

Paragraph two of Article 10, Section 2 of the Collective Bargaining Agreement shall be deleted.

11. **Captains' Progression**

Effective upon the parties' receipt of this Award, the following wage progression shall apply to all individuals promoted to the rank of Captain thereafter.

Step I - \$145,042

Step II - \$149,394

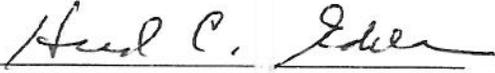
Step III - \$153,745

In subsequent years, the general wage increase shall apply to these steps. Captain shall advance one step within rank annually on the anniversary date of their promotion.

12. All other proposals of the parties, whether or not addressed herein, are rejected.

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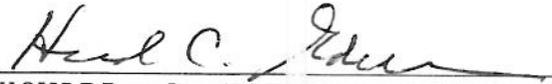
DATED: August 25, 2014


HOWARD C. EDELMAN, ESQ.,
ARBITRATOR AND PANEL CHAIRPERSON

STATE OF NEW YORK)
) s.:
COUNTY OF NASSAU)

I, Howard C. Edelman, Esq., do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument, which is my Award.

DATED: August 25, 2014


HOWARD, C. EDELMAN, ESQ.,
ARBITRATOR AND PANEL CHAIRPERSON

MTA/COA IA
Case #M2013-067
TIA #2013-013

CONCUR /

DISSENT _____

DATE: 8/25/2014

Richard X. Cairns
RICHARD CAIRNS, ESQ.
PUBLIC EMPLOYER MEMBER

MTA/COA IA
Case #M2013-057
TIA #2013-030

CONCUR ✓

DISSENT _____

DATE: 8/25/14


THOMAS DUNN
PUBLIC EMPLOYEE MEMBER