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Contract Database Metadata Elements

Title: **New York City Transit Authority and Subway Surface Supervisors Association (SSSA) (2003)**

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

Union: **Subway Surface Supervisors Association (SSSA)**

Local:

Effective Date: **11/01/03**

Expiration Date: **10/31/06**

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AGREEMENT made between the NEW YORK CITY TRANSIT AUTHORITY (hereinafter referred to as the "Authority") and the Subway Surface Supervisors Association (hereinafter referred to as the "Union" or "SSSA").

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

1. **Term**

This agreement shall commence November 1, 2003 and continue in effect through October 31, 2006.

2. **Wages**

The wage rates for employees represented by the Union shall be increased as follows:

- (a) The annual wage rates for titles covered by the collective bargaining agreement will be increased by \$800 effective the first full pay period after final ratification.
- (b) Effective November 1, 2004, the rates of pay that were in effect on October 31, 2004 shall be increased by three (3) percent.
- (c) Effective November 1, 2005, the rates of pay that were in effect on October 31, 2005 shall be increased by three (3) percent.
- (d) Rates of pay below the top rates shall be adjusted in accordance with the appropriate progression schedule.

3. **Longevity Payments**

Current annual longevity payments shall be increased by \$150. The increase will be reflected in the December 2004 payment.

4. **Additional Holiday**

Martin Luther King Day will be added to the holidays set forth in Section 2.8 of the collective bargaining agreement.

5. **Lump Sum Payment**

- (a) In recognition of substantial past productivity of the work force since the advent of Metro-Card and the dramatic increase in ridership in the last several years, in September 2004 the Authority shall pay a one-time, non-recurring, lump sum payment of \$1000 to each employee who meets the eligibility requirements specified herein.

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(b) In order to be eligible to receive the above referenced lump sum payment the employee must be on the payroll on November 1, 2003.

Employees who transferred into the bargaining unit and received the lump sum payment while in another bargaining unit will not be eligible for payment under this Agreement.

6. Health Benefits

- (a) Effective January 1, 2005, the Authority will assume the cost of and take over the administration of the prescription drug, major medical, vision and survivor benefits currently provided through the SSSA Retirees Survivors Benefit Fund for employees who retired before January 1, 2001 and employee families where the employee is deceased and the family was eligible for survivor benefits before January 1, 2001. This only includes individuals who are currently eligible and receiving benefits from the Retirees Survivor Benefits Fund. The Authority agrees to provide the same level and period of benefits that are currently provided through the Fund. Current eligibility will be extended by six (6) months.
- (b) Incumbent employees who retire with ten years of service at the Transit Authority and are participants in the Board of Education pension plan may upon retirement elect to receive Medical Benefits under NYSHIP in place of the medical benefits they would have received under the City/Board of Education pension plan. In order to receive medical benefits under NYSHIP, such an employee must show satisfactory certification that he/she has declined medical benefits through the City/Board of Education pension plan.
- (c) The Medicare Part B reimbursement for those employees who retired prior to January 1, 2001 will be increased from \$17.90 per month to \$24.80 per month. (This does not include those retirees with HIP/VIP Option II.)
- (d) Employees who perform hazardous duties requiring eye protection will be eligible for prescription safety glasses at no cost to the employee.
- (e) In addition to Dentcare, employees will have the option of participating in the two AMLI dental programs, i.e. American Dental Centers or American Medical & Life Insurance Program currently available to other NYC Transit employees. This option will be made available at the next open enrollment period. If these programs are eliminated they will no longer be available to the supervisory workforce and the parties will meet to discuss alternate plans.
- (f) The parties agree to provide an additional PPO choice for those employees and retirees currently eligible for the Metlife dental plan with the following reimbursement schedule:

In-Network

- \$1,500 annual limit
- \$1,000 orthodontic limit
- No lifetime limit

Reimbursement

- Preventive – 80%
- Minor Restorative – 60%
- Major Restorative – 40%

Out-of-Network

The purpose of this improved PPO is to improve in network reimbursement only. Out-of-network reimbursement is minimal.

This option would be made available at the next open enrollment period.

- (g) Supervisors promoted from the hourly workforce shall retain the applicable hourly health benefit package until they have worked for three years as a supervisor. An employee who retires during this period will retire with the applicable hourly retiree health benefit package. Upon completion of the third year as a supervisor, the employee will receive the supervisory health benefit package as agreed upon by the parties. This provision will be effective for all new supervisors hired after the date of final ratification of the collective bargaining agreement.

7. Sick Leave

A. (i) Effective January 1, 2005, employee's with 50% or more of their potential sick leave balances as calculated on October 1, 2004 will be subject to all sick leave rules during the upcoming year with the following exceptions:

- Not be required to "call in" and "call out" from the sick location
- Not be required to medically document any absence if three days or less
- Not be subject to "home visits" or sick leave location investigations
- Not be subject to any requirements of the sick leave control list

(ii) On each subsequent January 1 of this program, employees with 50% or more of their potential sick leave balances as of October 1 will be eligible for the above sick leave rule modifications.

(iii) A fresh start program will be instituted for employees whose sick leave balances are below the 50% threshold as calculated on October 1, 2004. For each year beginning January 1, 2006, and continuing thereafter, those employees will have the percentage of their sick leave balances measured from October 1, 2004, and will be eligible for the above sick leave rule modifications if they meet the 50% threshold.

B. Yearly Sick Leave Cash Out Program

- (i) Employees who have no sick leave usage during the period of November 1 of one year through October 31 of the next year may elect to cash out up to two sick



days. If an employee has used only one sick day the employee may, at his/her option, cash out one sick day. The cash out will take place in December 2004 and each December thereafter.

- (ii) The number of sick leave days an employee elects to cash out will be deducted from the employee's potential and actual available sick leave balance for purposes of the yearly 50% calculation of Section 7A above and for purposes of calculation of the sick leave cash-out upon separation or retirement from active service where the employee is eligible for such cash-out under the terms of the current Agreement or Section 7C below.

C. Sick Leave Cash Out Upon Separation from Service

A fresh start program will be added to the current program for those employees who do not meet the current criteria of the sick leave cash-out upon separation or retirement. Under the fresh start program, an employee who voluntarily leaves the employ of the Authority or retires with ten (10) or more years of service and who does not have at least 50% of his/her potential career accrual in his/her sick leave bank at the time of separation or retirement will have his/her sick leave balance calculated based upon the sick leave accrued and taken subsequent to October 1, 2004. To be eligible under the fresh start program, the employee must have a minimum of 50% of his/her potential sick leave balance accrued subsequent to October 1, 2004. Such employees will receive a lump sum payment equal to 50% of his/her actual sick leave balance based solely on time credited and not taken subsequent to October 1, 2004. Those employees who have at least 70% of their potential sick leave balance accrued subsequent to October 1, 2004 will receive a lump sum payment equal to 60% of their actual sick leave balance based solely on time credited and not taken subsequent to October 1, 2004.

D. Employees will have three work days to turn in sick forms.

8. **Additional Sick Leave**

Additional sick leave shall be provided to each employee at seventy-five percent (75%) of what the employee would have been paid if he/she worked in accordance with his/her regular schedule subject to the terms and conditions hereinafter set forth:

Employees with 3 or more years of service in the SSSA bargaining unit at the beginning of the sick leave year	120 work days
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The additional sick leave provided herein shall not be accumulated from year to year but shall be available to the covered employee in each year. The additional days shall not be available to an employee unless he/she is absent for illness for nine (9) or more consecutive working days, in which event that employee shall receive pay to the extent provided above from the first day after exhausting his/her regular sick leave bank.

To be eligible to receive the additional days of sick leave on a seventy-five percent (75%) payment basis during any sick leave year, the employee must be eligible for an allowance of twelve (12) days of sick leave pay in said sick leave year.

An employee who has exhausted all of his/her sick leave allowances at full pay, may elect, subject to the approval of his/her department head, to use any current vacation or accrued AVA days to which he/she may be entitled to in their entirety, before being eligible for sick leave at the seventy-five percent (75%) payment basis. If such absence is expected to continue beyond the end of the vacation year, the employee's leave of absence with pay for illness shall be interrupted for a sufficient number of days so that he/she may be paid for any remaining current vacation before the expiration of the vacation year. The employee must provide adequate medical evidence to show that the entire period of absence including a vacation and AVA days used under this paragraph was the results of one continuous absence.

An employee may receive the additional 25% (for a total of 100%) of his/her pay as set forth above if he/she had more than one-half of his/her potential sick leave balance available at the onset of the illness which was the basis of the request for additional sick leave.

Upon exhaustion of the 120-day benefit, an additional 60 work days may be given at the sole discretion of management.

Such payments of additional sick leave cannot be utilized in conjunction with injury-on-duty claims. Such payments shall not be paid to an employee who has been terminated due to a disability pursuant to the Civil Service Law, Sections 72/73.

This replaces the previous additional sick leave grant program.

9. Discipline

Disciplinary Grievance Procedure/See attached Appendix B.

10. Medical Appeal Grievance Procedure

The parties agree to meet to discuss a medical appeal grievance procedure.

11. Surface Consolidation

See attached Appendix A.

12. AVA/OTO

(a) The current cap on accruing OTO time will be increased to 72 hours.

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- (b) In the event an employee chooses to bank overtime worked as OTO time, any night shift differential associated with the overtime worked will be paid in accord with the current practice.
- (c) The current cap on accruing AVA days will be increased to 70 days.

13. Overtime

- (a) The overtime cap will be increased by 150% of any general wage increase.
- (b) An employee who has reached the overtime cap will not be restricted from selecting a position which includes overtime as part of the position's regular schedule.
- (c) Employees who have not reached the cap limit will not be prevented from working overtime.

14. Job Security

The Job Security Clause of the contract shall read as follows:

"The parties will make every effort to avoid involuntary reductions in force. These efforts will include reassignments and other movements of personnel where applicable. If such reductions are nonetheless necessary, the provisions of the contract shall apply.

The Authority will provide 45 days prior written notice by certified mail to the Union of any planned reductions in or reassignment of personnel and agrees to meet with the Union within 15 days after notice is given to discuss such planned reduction or reassignment.

15. Release time

- (a) There shall be no cap on full-time Union paid release time.
- (b) The Union will designate one full-time paid position that will receive NYC Transit paid release time. The individual chosen must be an employee in the bargaining unit.
- (c) The parties agree that the NYC Transit paid release time will be utilized exclusively for labor-management activities.
- (d) The Authority agrees to pay for the health benefit package (basic and supplemental) for employees who are released full-time without pay to work for the Union. The Union shall be responsible to pay the Authority for any employee contributions for these employees on a quarterly basis.

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- (e) The parties agree to eliminate the SSSA position in the ERP program due to budget reductions. If additional monies are made available in the future, the parties will meet to negotiate concerning this issue.

16. Seniority

Employees who leave the bargaining unit or who are promoted within the bargaining unit for more than one year and then return to a position covered by the bargaining unit will be treated as new to the bargaining unit for all purposes relating to seniority except:

- (a) where Civil Service Law governs otherwise
- (b) where otherwise agreed to pursuant to the TA/OA consolidation agreement.

17. Departmentals

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

18. Consolidated Collective Bargaining Agreement

The parties agree to further amend the collective bargaining agreement consistent with the attached Appendices A and B and the departmental agreements and this Memorandum of Understanding. As soon as practicable after the ratification of the agreement, the parties agree to meet to discuss a consolidated collective bargaining agreement. NYC Transit agrees to publish and distribute the consolidated agreement.

19. Continuation of Terms

Except as otherwise expressly provided in this Agreement, all provisions and Stipulations attached to the previous Collective Bargaining Agreement shall continue in effect. All side letters attached to the previous Collective Bargaining Agreement shall continue in effect unless modified herein.


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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 PROVIDING ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL. IT IS FURTHER AGREED THAT THE PARTIES WILL JOINTLY SEEK SUCH APPROVAL WHERE REQUIRED.

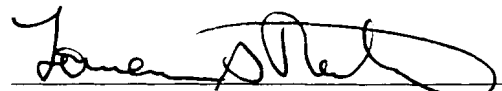
IN WITNESS WHEREOF, the parties have set their hands and seals as of the 15th day of JULY, 2004.

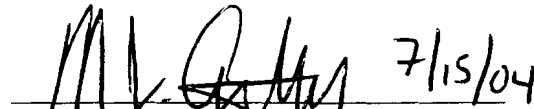
New York, New York

FOR: SSSA


Tony Gammone, President

FOR: NYC TRANSIT


Lawrence G. Reuter, President

 7/15/04
Ralph J. Agriteley, Vice President
Office of Labor Relations



Division of Rapid Transit Operations
Preference Selection Guidelines

- Management agrees to give the Union notice of the preference selection a minimum of fifteen (15) calendar days prior to posting the preference. The notice will include reporting locations, tours of duty (hours of work), regular days off and assignments where currently indicated. Management agrees to meet with the Union prior to posting or giving employees notice of the preference where such a meeting is requested.
- Two union representatives may be present to observe the preference. Management will determine the means by which the preference will be administered. At the present time, preferences are submitted in writing in advance of the preference date. To the extent that management seeks to modify this system, it will provide notice to the Union in advance with an opportunity for discussion prior to implementing a change.
- A preference schedule will be posted which lists the date, time and place of the preference as well as the date on which the changeover will take place. Supervisor's preferences will be considered in seniority order. Such posting shall be for not less than ten (10) days.
- If a supervisor does not submit written preferences, management will assign the supervisor to his/her last worked position, where appropriate and available, or to an alternate position with comparable tour and RDOs if appropriate and available.
- If the union representative believes that a member is being wrongly bypassed for the selection expressed by that member during the process, the union representative has the right to discuss his/her concerns with the Superintendent involved in an attempt to resolve the matter. The CTO will meet with the Union prior to the preference going into effect to resolve any disputes with the preference selections. The decision of the Chief Transportation Officer will be incorporated into the preference before it goes into effect. The CTO's decision is not subject to review through the contractual grievance procedure.

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Division of Rapid Transit Operations

The parties have agreed to the following:

- 1) Management has agreed to provide refresher training to each supervisor a minimum of once every two years.
- 2) Positions that are scheduled to work more than an 8-hour daily shift on a regular basis will receive that same day's pay for each vacation day.
- 3) Management and the Union will work together to develop a system for RDO swaps.
- 4) NYC Transit and the SSSA will work together to develop guidelines for the assignment of open jobs by the crew office.
- 5) Management agrees to establish a procedure to give advance notice of AVA approvals for a percentage of the employees seeking to take an AVA on a given day.
- 6) The TSS's will be required to wear uniforms provided by NYC Transit. The parties will need to discuss and agree upon the uniform that will be issued.
- 7) RTO Broadbanding
 - Broadbanding Yard Dispatcher and Train Dispatcher into one new Civil Service supervisory title.
 - Jointly petition DCAS to create the new title and place all incumbents into the new title without additional testing.
 - Effective the first full pay period after final ratification the annual salary for YDs and TDs will be increased by \$1,000.00.
 - Effective the first full pay period after ratification management may cross –utilize the titles.
 - For upcoming preferences, Yard Dispatchers on the payroll prior to ratification must preference for Yard Dispatchers jobs, if available, and will be given a YD job, if available. All Supervisors who are available and/or working in a relief type job may fill-in for or be assigned to any open job whether a Yard Dispatcher or Train Dispatcher job.
 - For all other purposes, the two titles will be considered broadbanded into one title. The parties agree to discuss vacation selections for incumbent Yard Dispatchers prior to the next vacation selection.

- 8) A supervisor who relieves another supervisor in the Division of RTO will be paid a twelve-(12) minute relief payment at the straight time rate on a daily basis. The relief will be utilized to exchange information needed to ensure a safe and efficient operation. This payment will also be included in all vacation time pay whether taken in weeks or days.
- 9) The Console Dispatcher positions in the Rail Command Center will be filled at management's discretion through the submission of resumes exclusively from the following supervisory titles represented by the SSSA; Train Dispatchers, Yard Dispatchers, Assistant Train Dispatchers and Train Service Supervisors.

The parties agree that the Console Dispatcher positions are deemed confidential and not covered by the terms and conditions of this collective bargaining agreement with the exception of Section 16 of this MOU. NYC Transit agrees to pay the equivalent of agency shop fees to the SSSA for the number of Console Dispatchers in the Rail Command Center. The number of such confidential positions shall not exceed 80 positions. Other supervisors working for the Division of Rapid Transit Operations in the Rail Command Center will continue to be represented by the SSSA.



Maintenance of Way

The parties agree to the following pilot for the period of the contract in all sections of the Division of Maintenance of Way with the exception of the Electric Power and Power Cable Sections. (The Telephone and Communication and Electronic Maintenance sections are not included in the pilot). At the next scheduled expression of preference, the preference will be a pick with the exception of those positions that are pre-bid or filled by resume (preferred). The total number of pre-bids and resume positions together in Track Sections will not exceed 20 positions. In the other sections, the parties agree to meet to determine the number of pre-bid jobs. Employees will pick their tour of duty (hours of work), RDOs and reporting location by seniority. Where assignments are currently indicated on the preference, they will continue to be indicated on the pick, and selected by seniority. Relief and/or extra list positions will also be indicated on the pick as is the current practice. These positions will also be picked by seniority. Such picked selections will be binding upon NYC Transit with the following exceptions:

1. Positions that are eliminated between picks.
2. Employees who are reassigned for one or two days and their picked positions are not backfilled.
3. Those employees who have requested FMLA leave, religious accommodations or ADA accommodations may have their pick selections modified if it will assist NYC Transit in implementing the FMLA or in making the above accommodations.

Between picks in construction areas of the operation where one project is completed and employees are moved to another area or project, or where multiple positions are eliminated and different positions are created, available reporting locations, tours of duty (hours of work), and RDOs will be picked by seniority among the employees being moved. Where assignments are currently indicated on the preference, they would continue to be selected at the pick by seniority. Such picked selection will be binding upon the Authority with the above-cited exceptions.

If problems arise during the pilot, the parties agree to meet to discuss and resolve any disputes. In addition, the parties agree to meet to review the pilot at the end of the contract period to determine whether to make it permanent and /or expand it to other areas.



Division of Car Equipment

NYC Transit agrees to provide two shop coats once every two years to Supervisors working in the Division of Car equipment.

Division of Stations

NYC Transit agrees to provide two pairs of work shoes once every two years to Supervisors working in track tile cleaning, refuse collection, mobile wash and heavy duty cleaning. The Supervisors will be required to wear the work shoes while at work.

Division of Security

- Management and the Union will work together to develop a system for RDO swaps.
- NYC Transit will provide a \$75 voucher for the purchase of a winter work boot once every two years. Those supervisors who take the voucher will be required to wear the work boot in the winter months.
- NYC Transit will provide a \$75 per year allowance for the maintenance of uniforms.
- Pick rights as set forth in Appendix A.
- The parties have agreed to Surface Consolidation as set forth in Appendix A as attached hereto.

Division of Revenue Collection

- Pick rights as set forth in Appendix A.
- The parties have agreed to Surface Consolidation as set forth in Appendix A as attached hereto.

Division of Supply Logistics

- Pick rights as set forth in Appendix A.
- The parties have agreed to Surface Consolidation as set forth in Appendix A as attached hereto.



Division of Electronic Maintenance – Buses’ Support Unit

- Pick rights as set forth in Appendix A.
- The parties have agreed to Surface Consolidation as set forth in Appendix A as attached hereto.

Division of Revenue Equipment Maintenance – Buses’ Support Unit

- Pick rights as set forth in Appendix A.
- The parties have agreed to Surface Consolidation as set forth in Appendix A as attached hereto.

Department of Buses' Departmentals

- The parties agree that the expression of preference in the Dept. of Buses will now be a pick. Employees will pick by seniority their tour of duty (hours of work), RDO's and location. Where assignments are currently indicated on the preference they will continue to be indicated on the pick. Relief and/or extra list positions will also be indicated on the pick as is the current practice. These positions will also be picked by seniority.
- A pick in seniority order will take place a minimum of once a year and will be binding upon NYC Transit with the following exceptions:
 - A) Pre-bid Jobs
 - The assignments /jobs listed below will be considered as pre-bid jobs and not subject to be picked.
 - Each year 30 days before the system pick is posted a pre-bid form must be submitted to management for any of the pre-bid jobs. All pre-bid jobs will be re-bid every system pick and incumbents must re-bid for the job. Management will consider all applicants for a pre-bid position. An incumbent supervisor will not be given any greater or lesser consideration than other applicants.
 - The pre-bid requested will be reviewed by both the union and management.
 - Management will award the pre-bid jobs taking into consideration an individuals
 - Ability to perform the job, and
 - Seniority, and
 - Overall record.
 - Any disputes concerning a pre-bid selection may be reviewed by the union with the appropriate Division General Manager or Chief Officer and are not subject to review through the contractual grievance procedure.
 - The following positions/assignments will be pre-bid:

Transportation

- 1) A.M. Crew (1) position in each depot
- 2) A.M. General (1) position in each depot
- 3) Nine (9) 19A positions in the Training Center.



Maintenance

- 1) Three (3) jobs in Tech Services
- 2) Two (2) jobs in Research and Development
- 3) Two (2) jobs in Central Road Services
- 4) Up to eight (8) positions in ENY Shop
- 5) Ten (10) training Supervisors.

Command Center

- 1) A.M. and P.M. base radio (two positions)
- 2) P.M. and hawk accident desk (two positions)
- 3) Hawk, A.M., P.M. generals (three positions).

- B) Positions that are eliminated between picks.
- C) Employees who are reassigned for one or two days and their picked positions are not backfilled.
- D) Those employees who have requested FMLA leave, religious accommodations or ADA accommodations may have their pick selections modified if it will assist NYC Transit in implementing the FMLA or in making the above accommodations.

- The parties agree that the current practice in the Buses' Maintenance Division of placing nine-hour assignments on the pick in certain shops/facilities may be continued.
- The parties agree to establish an extra list in the Maintenance Division that would allow NYC Transit to move employees with less than seven (7) days notice without the payment of a penalty. The extra list will be administered in the same manner as currently administered in Transportation. The parties agree that the current vacation and as assigned jobs will be designated as extra list jobs. NYC Transit agrees that if it seeks to add additional extra list positions, management will meet with the Union to discuss the issue.
- All meal allowance payments as specified in Articles 2.3 and 2.5 of the collective bargaining agreement shall be eliminated for Surface Line Dispatchers and Maintenance Supervisors, Level I in the Department of Buses.



- Article II Section 2.8 (e) shall be modified for Surface Line Dispatchers and Maintenance Supervisors, Level I in the Department of Buses as follows:

Utilization of OTO time in the Department of Buses shall be limited to 6 days per calendar year. Employees may request to use additional days with approval being solely at the discretion of management. At an employee's option, he/she may cash-out accrued OTO balances at the end of the calendar year. The parties will work-out a procedure to implement this provision. Such payments are deemed pensionable.

- The parties have agreed to Surface Consolidation as set forth in Appendix A attached hereto.
- Effective the first full pay period after final ratification, Surface Line Dispatchers and Maintenance Supervisors, Level I working in the Department of Buses shall have their annual salaries increased by \$2,000.
- As soon as practicable upon ratification of the Agreement, management will provide on a one-time basis winter coats to Supervisors in the Maintenance Division.
- A Labor/Management Committee will be established to discuss the following issues:

Work Loads for Maintenance Supervisors and other issues in Transportation.

- The Department of Buses will establish a voluntary defensive driving course for Surface Line Dispatchers at no cost to the employee.
- The parties have agreed upon a guaranteed daily AVA quota in both Transportation and Maintenance. The current quota in Transportation will be maintained. In Maintenance, the parties will meet to work out the details.
- NYC Transit agrees to grant one day of NYC Transit paid release time each month to a designated representative for the Staten Island Division. The time will be utilized exclusively for labor-management activities, and the Union will give management at least one week's notice of the day when the release time will be taken. In the case of an emergency, the parties can agree to waive the one week notice period.

Appendix A

Surface Consolidation

The Authority and the Union agree to the elimination of the artificial distinction between MaBSTOA and the Transit Authority. To that end, both parties agree as follows:

- A. Effective 90 days after final ratification all impediments to the free movement and commingling of equipment and personnel between MaBSTOA and Transit Authority supervisory units shall be eliminated except as modified herein or by agreement of the parties.
- B. The parties further agree that the issue of seniority for annual pick purposes will be decided mutually by the SSSA and TWU, Local 106 within 90 days after both unions enter into this same agreement. If the Unions cannot agree, the following will go into effect:
- Employees who were appointed as supervisors prior to the date established in paragraph A herein will continue the current seniority system for purposes of picking positions that are posted within their current bargaining unit jurisdictions which are the Brooklyn Division, the Staten Island Division and 126th Street Depot/126th St. Road Control. They can also pick into another jurisdiction or bargaining unit after the supervisors who will be granted super-seniority in that jurisdiction or bargaining unit have picked. Those supervisors appointed on or after the date established in paragraph A herein will be placed on a common seniority list and can select open positions that are available in any area of the operation after the “grandfathered” supervisors as set forth above have picked.
 - If a “grandfathered” employee opts to pick into another jurisdiction or bargaining unit, that employee will be placed at the bottom of the super-seniority list for that jurisdiction or bargaining unit for subsequent picks. In the event multiple supervisors with super-seniority pick into another jurisdiction, seniority will be based on date of appointment to a supervisory position.
- C. The parties agree that in the units of the support divisions affected by this agreement (Division of Security; Division of Electronic Maintenance – Buses’ Support Unit; Division of Revenue Equipment Maintenance – Buses’ Support Unit; Division of Revenue Collection and Division of Supply Logistics) supervisors will pick by seniority

their tour of duty (hours of work), RDO's and location. Where assignments are currently indicated on the preference they will also be picked by seniority. Relief and/or extra list positions will also be indicated on the pick as is the current practice. These positions will also be picked by seniority. The pick will be binding upon NYC Transit with the following exceptions:

- Those positions currently designated as resume positions by NYC Transit; or
- Those positions eliminated during a pick period; or
- An employee is reassigned for one or two days and his/her picked position is not backfilled; or
- Those employees who have requested FMLA leave, religious accommodations, or ADA accommodations may have their pick selections modified if it will assist NYC Transit in implementing the FMLA or in making the above accommodations.

- D. In the Department of Buses, those supervisors picking a reporting location, i.e. the location where an employee commences his/her days' work, in the Brooklyn Division, Staten Island Division or 126th Street Bus Depot/126th Street Road Control will continue to be represented by the SSSA. Supervisory employees picking a reporting location in the Manhattan Division, Bronx Division or Queens Division will continue to be represented by TWU, Local 106. The one exception will be for facilities that perform commingled work where representatives from both bargaining units may be present.
- E. In the future when new supervisors are hired into the support divisions/departments, management agrees to retain the current ratio of SSSA represented to TWU, Local 106 represented supervisors for each covered title.
- F. To the extent that private sector companies come under the jurisdiction of the MTA, any supervisory employees working at these operations will not be covered by or included in the provisions of this MOU for any purposes.
- G. The parties recognize that the transition from the current system to a seamless bus system will require additional good faith discussions by the parties during the 90-day period. NYC Transit will approach these issues with respect and appropriate flexibility.
- H. The parties agree that the purpose of this agreement is not to eliminate any collective bargaining unit.

Appendix B

Disciplinary Grievance Procedure

A disciplinary grievance is hereby defined to be a complaint on the part of any covered employee that there has been a violation of the employee's contractual rights with respect to a disciplinary action of a warning, reprimand, fine, suspension, demotion and /or dismissal except that a "disciplinary grievance" shall not include the removal or other discipline of a probationary, provisional, part-time, or temporary employee. This provision shall not be construed to deprive a provisional employee of his/her right to use this procedure prior to suspension or termination from his/her permanent title.

The disciplinary procedure and the rights set forth herein shall be in lieu of any other disciplinary procedure and rights that may have previously applied to an employee covered by this agreement including but not limited to the procedures and rights specified in Sections 75 and 76 of the Civil Service Law and shall apply to all persons who but for this procedure and rights would be subject to Sections 75 and 76 of the Civil Service Law. These procedures and rights shall not apply to probationary, provisional, part-time or temporary employees.

In the Authority, no disciplinary proceeding shall be commenced more than 30 working days after the Employee's Responsibility Center Manager or Immediate Supervisor has knowledge of the alleged violations or misconduct complained of and described in the charges, provided, however, that such limitation shall not apply when the violations or misconduct complained of and described in the charges is the subject of an investigation or would, if proven in a court of appropriate jurisdiction, constitute a crime. Employee absences and Authority observed holidays should be excluded from the 30 working days.

In the Authority, no warning, reprimand, suspension, demotion, or dismissal shall be entered on an employee's record or otherwise imposed until the completion of the disciplinary procedure. This provision shall not, however, foreclose the pre-disciplinary suspension of an employee for reasons of serious misconduct detrimental to the operation of the Authority including but not limited to the following: violation of the drug and controlled substance policy; violation of the alcohol policy; theft or fraud; allowing subordinates to commit fraud; chronic absenteeism; physical violence or threats of physical violence; gross insubordination; serious safety violations; criminal conduct; and violations of the Authority's policies concerning EEO and Sexual harassment.

If an employee fails to appear on two occasions at any step in the disciplinary grievance procedure, the grievance shall be deemed abandoned and the penalty imposed. The Union has the right to grieve the issue of abandonment.

Part IV: Wage Adjustments

Percentage Change in Base salaries, including increment, from last adjustment.

	Overall Change*	Increment Included	% of Unit Increment Eligible	Split Increase		How Split
1st Year - 7/28/04	1.13%	1.13%	0.03%	Yes	No	N/A
1st Year - 7/28/04	1.16%	1.16%	0.03%	Yes	No	N/A
1st Year - 7/28/04	1.18%	1.18%	10.29%	Yes	No	N/A
1st Year - 7/28/04	1.21%	1.21%	13.93%	Yes	No	N/A
1st Year - 7/28/04	1.22%	1.22%	2.28%	Yes	No	N/A
1st Year - 7/28/04	1.25%	1.25%	28.93%	Yes	No	N/A
1st Year - 7/28/04	1.30%	1.30%	10.65%	Yes	No	N/A
1st Year - 7/28/04	1.31%	1.31%	0.06%	Yes	No	N/A
1st Year - 7/28/04	1.41%	1.41%	13.66%	Yes	No	N/A
1st Year - 7/28/04	1.48%	1.48%	0.87%	Yes	No	N/A
1st Year - 7/28/04	1.56%	1.56%	0.72%	Yes	No	N/A
1st Year - 7/28/04	2.81%	2.81%	13.27%	Yes	No	N/A
1st Year - 7/28/04	4.38%	4.38%	5.28%	Yes	No	N/A

* The Overall Change in the 1st year reflects an \$800 increase in base salary.

Disciplinary grievances as defined herein shall be process and settled in the following manner:

Step I

An employee or his/her union representative shall be permitted within 5 days from the time of notification of the disciplinary charges to appeal the charges in writing. The Division Head or his/her designee will hear the appeal. Within 15 days after receipt of the written appeal, the matter shall be heard. The employee's union representative may accompany him/her at this informal meeting. The decision on the appeal will be rendered to the employee and his/her union representative within 10 days after the meeting.

When a pre-disciplinary suspension has been imposed, the employee and his/her union representative will be given the opportunity to meet with the Division Head or his/her designee within 48 hours after his/her suspension (or the next weekday workday exclusive of the employee's regular days off, if suspended on a Saturday, Sunday or holiday). The decision of the Division Head or his/her designee will be rendered in writing to the employee and his/her union representative within 48 hours following said meeting.

Step II

In the event the matter is not satisfactorily adjusted at Step I, the employee or his/her union representative may, within 5 days after the receipt of written notification from the notification of the Step I decision, appeal in writing to the designated Sr. Director from the Office of Labor Relations. The Sr. Director or his/her designee will hear the appeal within 30 days after the receipt of the written appeal. The Sr. Director or designee shall within 20 days after the hearing is closed, render his/her decision in writing.

Where a pre-disciplinary suspension has been imposed, the hearing shall be held within 8 days of receipt of the appeal in the Office of Labor Relations. The Sr. Director or designee shall within 48 hours after such hearing is closed, render his/her decision in writing.



Arbitration

In the event the disciplinary grievance is not resolved at Step II, the employee or his/her union representative, may within 5 days after notification of the decision, appeal in writing to the Office of Labor Relations seeking an arbitration hearing.

The Authority shall schedule all arbitrations on a timely basis. There shall be sufficient dates of arbitration to timely process all pending cases.

The impartial arbitrators shall be Howard Edelman and Jeffrey Selchick on a rotating basis based upon their availability. These arbitrators are selected by mutual agreement of the parties and will serve for the period of the contract.

The Union and the Authority shall be given an opportunity to submit relevant evidence and cross-examine witnesses. No transcript of the hearing shall be required.

All witnesses shall take an appropriate oath or affirmation prior to testifying.

Within 30 days after the closing of the record in the hearing, the decision of the arbitrator shall be issued. Such arbitration awards shall be final and binding.

In cases where the recommended penalty is demotion or dismissal, the appeal will be heard at arbitration by a Tripartite Panel consisting of an impartial arbitrator, a member selected by management, and a member selected by the Union. The decision of the Panel must be by a majority and will be written by the arbitrator as quickly as possible but no later than twenty (20) days after the closing of the record in the hearing. Within 20 days after issuance of the award by the Panel, the Union or Authority Panel member has the right to issue a dissenting opinion. Such arbitration awards shall be final and binding.

The arbitrator or the Panel, 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 rule, or policy Instruction of the Authority governing or affecting employees, and it shall be without any power or authority to add to, delete from, or modify any of the provisions of this agreement or of such rules or Policy Instructions. The arbitrator or Panel shall not have the authority to render any opinion or make any recommendations:

- a. Inconsistent with or contrary to the provisions of the applicable Civil Service 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 maintenance and operation of the transit facilities, or with the Authority's managerial responsibility to run the transit lines safely.

efficiently and economically;

c. With respect to modification of any wage rates provided in the agreement.

If there is presented to the arbitrator or the Panel for decision any charge, which, if proven in Court, would constitute a felony, or any charge involving assault, thefts of Authority property, a violation of the Drug and Controlled Substances or alcohol policies or chronic absenteeism the question to be determined by the arbitrator or Panel shall be with respect to the fact of such conduct. Where such charge is sustained, the disciplinary penalty recommended by the Authority shall be affirmed except if there is presented to the arbitrator/panel credible evidence that the action by the Authority is clearly excessive in light of the employee's record and past precedent in similar cases. It is understood by the parties that this exception will be used rarely and only to prevent a clear injustice. All expenses of the impartial arbitrator shall be divided equally between the Authority and the Union.

General Provisions

- At each step of the disciplinary grievance procedure, the Authority retains the right to increase, decrease or otherwise modify the decision made at the lower level.
- In computing the time within which any action must be taken under the above procedures, Saturdays, Sundays, and holidays shall not be counted except where other specified.
- In any case where the Authority does not schedule a matter for hearing or render a decision within the prescribed time limits, the grievance may be appealed to the next step of the procedure.
- An employee may work off suspension time, at management's discretion, on his/her regular day off or during his/her vacation period at a rate of one day for each day of suspension.
 - a. Upon mutual agreement of the parties, an employee may choose to work for any period of suspension and pay a fine equal to 30% of his/her regular salary during the period in questions. For purposes of progressive discipline, the only penalty reflected on the employee's record will be the suspension time that was originally accepted or imposed through arbitration. The Authority shall not deduct more than thirty percent (30%) of an employee's weekly salary in any given week.
 - b. The provisions set forth in this paragraph shall not be available to employees who are pre-disciplinary suspended.
- At steps I and II of the disciplinary grievance procedure, the employee may represent him/herself, but shall not be allowed to have a representative other than a Union Representative. If an employee chooses to represent him/herself or hires an outside party to represent him/herself at Step III (arbitration), the employee must sign a written waiver provided by the SSSA and provide a copy to NYC Transit.

The provisions of Appendix B are applicable to all disciplinary charges filed after the date of final ratification.



July 15, 2004

Mr. Tony Gammone, President
Subway Surface Supervisors Association
350 State Street
Brooklyn, New York 11217

Re: Console Dispatcher Seniority

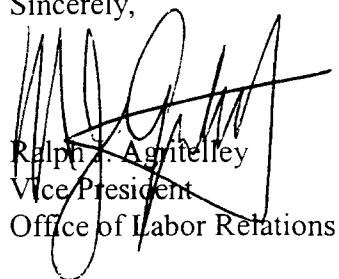
Dear Mr. Gammone:

This letter will confirm that any supervisors hired as Console Dispatchers subsequent to the ratification of this agreement will not lose their seniority if they return to a bargaining unit position even if they work in the Console Dispatcher position for more than a year.


The terms of this side letter will expire on December 31, 2006 unless renewed in writing by the parties.

Please indicate your concurrence by signing below.

Sincerely,


Ralph J. Agriello
Vice President
Office of Labor Relations

I agree


Tony Gammone, President
Subway Surface Supervisors Association