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Contract Database Metadata Elements

Title: **New York City Transit Authority and Subway Surface Supervisors Association (SSSA) (1998)**

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

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

Local:

Effective Date: **02/21/98**

Expiration Date: **10/31/03**

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MEMORANDUM OF UNDERSTANDING

AGREEMENT made between New York City Transit Authority (hereinafter referred to as "the Authority") and 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:

TERM

This agreement shall be effective from February 21, 1998 and continue in effect through October 31, 2003. This agreement is subject to approval by the Metropolitan Transportation Authority ("MTA") Board and ratification by the membership of the Union.

2. JOB SECURITY/NO LAYOFF

During the period between full ratification and approval of this agreement and October 31, 2003, the Authority will not layoff or furlough any employee represented by the Union, consistent with the original no layoff agreement reached between New York City and DC 37. Prior to any demotions due to unforeseen fiscal problems, cooperative efforts between the parties regarding redeployment, reassignment, etc. of employees, shall continue where necessary.

Prior to demoting supervisory employees to the hourly ranks due to budget reductions, NYC Transit will meet with the Union to discuss whether the Union can generate sufficient savings to avoid such demotions.

3. GENERAL WAGE INCREASES

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

Effective March 1, 1999, the rates of pay in effect on February 28, 1999 shall

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3336 employees

be increased by 3.75 percent.

- b. Effective August 1, 2000, the rates of pay that were in effect on July 31, 2000 shall be increased by five (5) percent.
- c. Effective August 1, 2001, the rates of pay that were in effect on July 31, 2001, shall be increased by three (3) percent.
- d. Effective August 1, 2002, the rates of pay that were in effect on July 31, 2002 shall be increased by four (4) percent.
- e. There shall be an increase of 3.75 percent in the night shift differential effective March 1, 1999.
- f. Rates of pay below the top rates shall be adjusted in accordance with the appropriate progression schedules.

4. **LUMP SUM PAYMENT**

Effective upon full ratification and approval of this agreement, the Authority shall pay as soon as practicable, a one-time lump sum payment of 2 percent (2%) calculated by multiplying 2 percent (2%) times the employee's hourly rate as of November 1, 1997 times two thousand and eighty eight (2088). This payment is pensionable. The payment is to be made to all employees on the payroll on November 1, 1996 and November 1, 1997. Employees in an hourly title on November 1, 1996 who were subsequently promoted and were in a supervisory title on November 1, 1997 are eligible for the lump sum as set forth herein. For employees hired before November 1, 1996 who have retired or have been injured on duty prior to November 1, 1997, so that they are not on the payroll on that date, the lump sum shall be prorated.



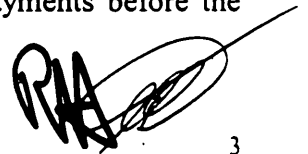
5. LONGEVITY PAYMENTS

A. Effective June 1, 1997, the Authority will make longevity payments according to the following schedule:

- a) An employee with thirty (30) or more years of continuous service shall receive an annual payment of five hundred dollars (\$500.00).
- b) An employee with twenty five (25) but less than thirty (30) years of continuous service shall receive an annual payment of four hundred dollars (\$400.00).
- c) An employee with twenty (20) but less than twenty-five (25) years of continuous service shall receive an annual payment of three hundred dollars (\$300.00).
- d) An employee with fifteen (15) but less than twenty (20) years of continuous service shall receive an annual payment of two hundred dollars (\$200.00).

Entitlement for the longevity shall be based upon the anniversary date of the individual who meets the stated criteria. Such payments are pensionable.

B. Upon full ratification and approval of the agreement, longevity payments due to employees for the retroactive period from June 1, 1997 through December 31, 1999 shall be paid in one lump sum to be paid as soon as practicable. Thereafter, payments will be made in a lump sum on the first payroll period in December. Employees who resign, die, retire or are separated from service or are promoted to a title that does not receive longevity payments before the



payment for longevity is made will be paid a pro-rata share of the longevity payment based on the number of days the employee was in paid status during the eligible year.

6. **25/55 EARLY RETIREMENT PLAN EMPLOYEE HEALTH CONTRIBUTION**

Effective upon full ratification and approval of the agreement, the additional one (1) percent employee contribution made by participating members, pursuant to the parties' collective bargaining agreement, will be eliminated and refunded retroactive to January 1, 1997. All 25/55 medical contributions made by participating members prior to January 1, 1997 shall revert to the Authority.

7. **PENSION**

The MTA and the Authority has supported state legislation which has been signed into law which would reduce all member contributions as follows: those paying contributions of 5.3 percent will pay 2 percent, and those paying 3 percent contribution will pay 2 percent contribution as soon as the law allows.

8. **HEALTH & WELFARE BENEFITS**

(See attached Stipulation and Agreement)

9. **DISCIPLINE PROCEDURE**

a. Disciplinary cases where the recommended penalty is a 15-day suspension or less will be subject to the disciplinary arbitration provisions in the contract pursuant to Article I, Section 1.7(B)1.

b. All cases involving sick leave violations, despite the level of the penalty with the exception of those charges involving fraud, will be processed through the disciplinary arbitration provision in the contract.

A handwritten signature in black ink, appearing to be 'RAA' followed by a flourish.

c. The parties agree no charge of fraudulent sick lines will be brought against an employee if more than one year has expired since submission of the sick lines.

d. It is understood that employees will not be pre-disciplinary suspended for time and attendance related violations except where the charge involves fraud.

10. **EARNINGS CAP** (Related to Overtime Distribution)

a. The parties agree that the earnings cap for supervisors covered by the agreement shall be \$85,000 over a rolling 12-month period including all monies paid to the employee. It is understood that such an earnings cap will be correspondingly increased by negotiated increases in wages including the 3.75% increase as set forth above. This provision replaces the procedure detailed in Article II, Section 2.2 (g) 1 of the existing integrated agreement. NYC Transit will continue to publish a list indicating which employees have exceeded the earnings cap.

b. Any retroactive monies paid pursuant to this agreement related to periods prior to October 1, 1999 shall not be considered in the calculation of an employee's earnings for purposes of the cap.

c. Exceptions to the earnings cap can only be made by a Department Head based upon unusual circumstances involving an employee or the operation or an emergency.

11. **COMMERCIAL DRIVER'S LICENSES**

Commencing upon full ratification and approval of this agreement, the Authority will reimburse employees required to have Commercial Drivers Licenses.

12. **COMMINGLING** - See attached side letter



13. **TRANSITCHEK**

Effective as soon as practicable following full ratification and approval, the Authority will offer Transitchek benefits to employees who express interest.

14. **401(K)**

Effective on the earliest practicable date, but in no event, later than January 1, 2001, the Authority will offer employees the option of opening a 401(k) account on the same terms and conditions as currently in effect, as it may be amended.

15. **REGIONAL BUS COMPANY**

The parties agree that the artificial distinctions that currently exist between the bus operations at the Transit Authority and the Operating Authority do not well serve the riding public or the members of the union. In furtherance of that mutual recognition, the parties agree to convene a senior level labor/management executive committee. This committee will be charged with developing a plan to consolidate the bus operations at the Transit Authority and the Manhattan and Bronx Surface Transportation Operating Authority into a new subsidiary of the Metropolitan Transportation Authority. The purpose of such consolidated bus company would be providing efficient, cost effective bus service in the metropolitan region transportation district.

The parties agree that the Committee will convene no later than 30 days following full ratification and approval of this agreement. The Committee will identify impediments to the creation and efficient operation of such regional bus authority and recommend solutions to said impediments. If the parties agree that such consolidated bus company is feasible and have resolved outstanding issues then required legislation shall be jointly drafted and supported.



16. **SICK LEAVE CASH-OUT**

Effective November 1, 2000, the parties agree to establish a sick leave cash out program as follows:

Employees with ten (10) or more years of service with NYC Transit, and a minimum of half of their potential sick leave will be paid, upon retirement and voluntary separation, a non-pensionable lump sum cash payment of 50% of their sick leave balance. Employees who have 70 percent or more of their potential sick leave at the time of voluntary separation and retirement from the Transit Authority will receive a cash out allowance of 60 percent of their sick leave balance. This payment will be based on (8) hours straight time pay for each day at the rate in effect at the time of separation.

17. **SICK LEAVE CONTROL PROGRAM**

Effective April 1, 2001, the following sick leave control provisions shall apply:

- 1) An employee having five (5) unsubstantiated instances of sick leave absences in any running one year period will be counseled by his/her supervisor, at which time he/she will be advised and instructed to improve his/her sick leave record. The employee shall be paid for the time he/she is counseled and may have a union representative present if he/she requests one.
- 2) Upon the sixth (6) unsubstantiated instance of sick leave absence in any running one year period, he/she will be placed on the Sick Leave Control List and be so notified with a copy to his/her union representative. The employee shall be required to acknowledge in writing receipt of the notification that he/she is on the Sick Leave Control List.



- 3) An employee having a recent pattern of one or two day absences, with less than one half (1/2) of his possible sick leave balance in the bank, will be counseled by his/her supervisor. The employee will be advised and instructed to improve his/her sick leave record. Should such patterned absences continue the employee will be placed on the Sick Leave Control List.
- 4) An employee who is placed on the Sick Leave Control List must provide medical documentation for all sick leave absences including unpaid absences, regardless of duration. Failure to do so will be cause for loss of pay, if the employee would be normally entitled to same, and may be cause for disciplinary action. New employees promoted into the SSSA on or after November 1, 2000 and approval of the agreement who at any time are on the Sick Leave Control List will not be granted sick leave with pay for the first (1st) day of any sick leave instances while on such list.
- 5) Each Department must furnish daily to Absentee Control a list of all employees who are on the Sick Leave Control List and have reported sick.
- 6) The record of each employee on the Sick Leave Control List will be reviewed every six (6) months starting with the date the employee is placed on the Sick Leave Control List. If on the six (6) month review, the employee has two (2) or less sick leave instances during the previous six (6) months or four (4) or less sick leave instances during the previous twelve (12) months, his/her name will be removed.
- 7) In the event the employee was absent more than two (2) times during the six (6) month period or more than four (4) times during the twelve (12) month



period, he/she will remain on the Sick Leave Control List and may be subject to appropriate disciplinary action.

8) A notice will be sent to all employees who have been removed from the Sick Leave Control List, with a copy to his/her Union Representative.

18. Article II, Section 2.8 (e) shall be modified to read "
"An employee may elect to accumulate an AVA day only if he/she does not have a total of fifty (50) days of AVAs to his/her credit. At the employee's option, he/she may elect to accumulate up to forty-eight (48) hours of OTO time. OTO time may be used to receive time off with prior approval of the department. OTO time will be accumulated at the rate of 1 1/2 hours for each overtime hour worked."
19. If an employee does not utilize his/her personal leave day during the calendar year, he/she may cash-out the PLD during the last month of the calendar year with appropriate written notice. Such a cash-out will not be considered pensionable income.
20. The side letter dated 4/28/97 appendix C paragraph A (1) is amended to read as follows: "The Authority agrees to allow the SSSA to designate four persons who will work one week assigned on regular Authority work assignments and one week devoted to contract administration".
21. The side letters dated April 28, 1997 (various topics); November 22, 1982 (SSSA-Workers' Compensation/Differential Pay); and April 14, 1992 (Additional sick leave requests) shall continue in effect during the term of this agreement. The new side letters appended hereto shall also be appended to the collective bargaining agreement.
22. **ADDITIONAL PROVISIONS**



The parties agree to further amend the collective bargaining agreement consistent with the attached Appendices A & B and this MOU.

This agreement may not be entered into evidence during any interest arbitration procedures to establish a contract to be effective February 21, 1998.

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


IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of ___ day of July, 2000.
New York, New York

NEW YORK CITY TRANSIT AUTHORITY




Tony Gammone
President
Subway Surface Supervisors Association

Date



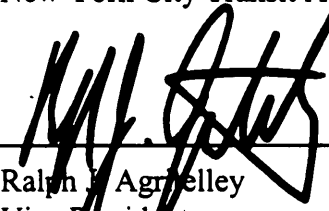
Lawrence G. Reuter
President
New York City Transit Authority

Date




Wayne Viviano
Vice President
Subway Surface Supervisors Association

Date



Ralph J. Agrifoglio
Vice President
Office of Labor Relations

Date



Jacqueline Mason
Secretary-Treasurer
Subway Surface Supervisors Association

Date

Appendix A

Whereas, NYC Transit entered into a collective bargaining agreement with Transport Workers Union, Local 100 which incorporates the titles and duties of the CMA, ABM, MMC, CME, CMF and CMC into the Car Inspector title and duties; and

Whereas, NYC Transit and TWU, Local 100 have agreed to utilize a five person inspection team on new technology subway cars and on all linked cars; and

Whereas, NYC Transit and TWU, Local 100 have agreed that all Car Inspector positions including the newly incorporated titles will be utility positions assigned by management; and

Whereas, NYC Transit and the Subway Surface Supervisors Association recognize the importance of the maintenance supervisors role in fully monitoring and implementing the agreement with Transport Workers Union, Local 100;

Whereas, the following agreement is in the furtherance of sound labor relations.

FIRST: Maintenance Supervisors in the Division of Car Equipment will be responsible for the following:

- a) Assign employees in the new Car Inspector title to assure maximum productivity including a quality work product.
- b) Help monitor, help assist, and help train employees where new skills are needed to perform the full duties of the new Car Inspector title.
- c) Monitor and assign employees to assure that the five-person inspection team will be as productive and produce at a minimum the same number of inspections as were performed by the six person teams.
- d) Monitor and document the improved productivity.



SECOND: The parties agree to pay Maintenance Supervisors an additional \$1.00 per hour (in the base rate of pay) during the term of the collective bargaining agreement. In order to maintain such a payment into the next collective bargaining agreement, the Maintenance Supervisors must consistently implement and demonstrate full compliance with the provisions set forth in paragraph "FIRST".

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Appendix B

Whereas, NYC Transit has entered into agreements with the unions representing the hourly workforce concerning productivity/work quality standards in the maintenance, repair and inspection of buses.

Whereas, NYC Transit and the Subway Surface Supervisors Association agree that Maintenance Supervisors have an important role in overseeing and implementing these productivity/quality standards; and

The parties agree to the following:

1. The Maintenance Supervisor shall assign each maintainer under their supervision to primary maintenance functions for 95% of the productive work time on each shift. Productive work-time includes all work hours absent contractual breaks and the scheduled lunch period. Primary maintenance functions includes duties such as: removing, disassembling, cleaning, inspecting, machining, installing and adjusting vehicle parts, components or systems, fabrication, painting and structural work.
2. Such assignments will be based upon the quality/productivity standards agreed upon by the unions representing the hourly workforce, i.e. the flat rate manual times or the times established by the Work Procedure Review Teams for certain core jobs.
3. Time lost due to the lack of parts, unavailable tools or equipment or the unavailability of buses shall not exceed 5% of productive time on any shift.
4. Maintenance Supervisors shall help to monitor the work performance of the hourly workforce and will be responsible for helping to identify, counsel and help train maintainers who fail to meet normal productivity/quality standards as agreed upon by the hourly unions with NYC Transit.
5. Daily work assignments will be made to reflect the following principle:

To achieve maximum productivity with a quality work product recognizing that some employees have different skill levels and fairly distributing work assignments taking into consideration those skill levels and performance.
6. Maintenance Supervisors who meet the standards outlined in the above provisions at least 90% of the time in each quarter shall receive a \$600 bonus to be paid within 20 work days from the end of the quarter. After the first two (2) full quarters, a supervisor must achieve 95% compliance to receive the



bonus. Commencing in the second quarter of the year 2002, the bonus will be increased to \$700.

7. In order to receive the bonus, the supervisor must actually work forty (40) days in the quarter in which the bonus is to be paid. Paid vacation shall count as time actually worked.
8. Management and the Union will monitor the program on a daily basis. Compliance will be measured and monitored utilizing NYC Transit's work order system.
9. The intent of this program is to reward superior performance, however, no punitive or disciplinary action resulting from individual non-achievement of this incentive will be taken based upon this agreement.
10. The agreement shall be reviewed every six (6) months by management and the Union to address problems. Any changes, amendments, or modifications to this agreement, must be agreed to by both parties.
11. Within 60 days after full ratification of the contract, all Maintenance Supervisors will receive a \$300 bonus payment.





New York City Transit

July 5, 2000

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

Re: 2000 Side Letter

Dear Mr. Gammone:

The parties agree to the following:

1. Co-mingling of TA and MaBSTOA Work in Bus Maintenance

The following terms apply to the operation of co-mingled central maintenance facilities:

If the OA Maintainers are moved back to the Bronx (out of the East New York (ENY) Shop), the OA Supervisors assigned with them at ENY will also be moved back to the Bronx.

The East New York Revenue Shop will continue to have TSO represented supervisors as long as MaBSTOA hourly employees are assigned to that facility.

To the extent that CMF functions continue to be performed at East New York, SSSA Supervisors will supervise the following functions: engine assembly, machine and fabrication shops, "V" drive converters, and transmissions and units overhauled in the unit assembly area of the shop.

The OA/TA supervisory staffing mix at the Central Maintenance Facility at ENY or at any co-mingled facility will be based upon the mix of the hourly workforce at such facility (i.e. 75% TA Maintainers to 25% OA Maintainers then the supervisory mix will be 75% to 25% OA).

Mr. Tony Gammone
July 5, 2000
Page 2

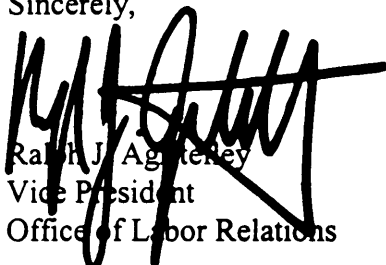
Seniority for the purpose of choosing vacations, other days off (AVA, single vacation days, etc.) and overtime in co-mingled facilities shall be seniority in a supervisory title, whether OA or TA. It is understood that all affected unions will have to agree to this term in order for it to become applicable.

2. The following applies to all other co-mingled facilities:

To the extent that co-mingling is extended into other areas, job locations and tours of the operation within or outside of the Department of Buses, where it does not already exist, the parties agree to meet to discuss and negotiate the impact of such a decision prior to implementation. If the parties cannot agree, existing contractual provisions will apply to the co-mingled facility or work.

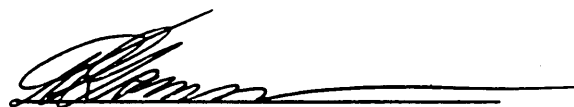
3. Co-mingling which already exists in other areas of the operation is not modified by this agreement nor are contractual restrictions where they exist.

Sincerely,



Ralph J. Agostini
Vice President
Office of Labor Relations

Agreed:



Tony Gammone
President
SSSA



New York City Transit

July 5, 2000

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

Re: Employee Recognition Program

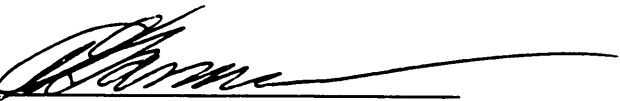
Dear Mr. Gammone:

This side-letter will confirm that if the SSSA representative who presently works for the Employee Recognition Program retires or leaves for any reason while this contract is in effect, SSSA will have the right to appoint a new SSSA representative as a replacement.

Sincerely,


Ralph J. Agnello
Vice President
Office of Labor Relations

I agree:



Tony Gammone
President
SSSA

Stipulation and Agreement

Whereas, NYC Transit (hereafter referred to as "the Authority" and the Subway Surface Supervisors Association (hereafter referred to as "SSSA" or the "Union") have reviewed the health benefit package provided to employees and retirees; and

Whereas, the parties have decided to purchase a new and improved benefit package primarily through a larger group plan and to extend the new benefit plan to future retirees; and

Whereas, the parties have agreed to discontinue the Health Benefit Trust as the vehicle for providing supplemental benefits; and

Whereas, the parties recognize that providing an overall improved benefit package to active employees and future retirees is costly and will require some cost sharing.

Therefore, the parties have agreed to the following:

1. The parties agree that as soon as practicable, but not later than January 1, 2001, active employees and future retirees (i.e. those who retire after the date of the implementation of the new plan) shall receive as their health benefit package the NYSHIP plan. The plan offers participants several different choices of health care providers for the contributions set forth herein. In addition, active employees and future retirees will receive the supplemental benefit package applicable to NYC Transit non-represented Level II supervisors active or retired. The supplemental benefit package will be administered through NYC Transit. Current retirees will continue to be provided the GHF and HIP plans in which they currently participate.
2. The parties agree that the level of benefits and program elements such as co-payments and deductibles are established by NYSHIP and the supplemental plan and are not subject to negotiation by the parties. NYC Transit agrees to provide written notice to the Union of any changes to the plans.
3. Effective the date when the new plans become effective, all contributions to the HBT shall cease, and the Health Benefit Trust will be eliminated. Any surplus monies in the Trust shall revert to NYC Transit taking into consideration expenses and claims incurred but not reported. It is agreed that all outstanding claims under the Trust must be filed on or before March 31, 2001.
4. Future retirees (provided they have a minimum of 10 years in the pension system or a disability retirement is granted) will receive the plan of benefits at no cost to them. Active employees will make the following payments to NYC Transit through payroll deduction to help defer the cost of the new plan for active employees and future



retirees. If an employee has 10 years or more of service with the NYC Transit and dies or a retiree under this plan dies, his/her spouse will continue all benefits under the plan and children (under the age limits of the NYSHIP plan) will continue all benefits until such time as the spouse remarries. Listed below is the cost to active employees

\$6 per two week pay period for an individual plan per active employee
\$23 per two week pay period for a family plan per active employee

5. If for whatever reason the NYSHIP plan were no longer available to NYC Transit employees, the parties shall meet to negotiate a new plan.

6. Wage Progression - The wage progression for employees hired or promoted into titles represented by the Union on or after full and final ratification of this agreement shall be as follows. It is understood that for the purpose of this schedule "hired or promoted into a title" shall mean actually reporting and performing the work of the title:
 - a. Employees in the titles, MS I (Signals), MS I (Car Equipment), MS I (Power Cable), MS I (Electrical Power), MS I (Power Distribution), MS I (Power Electronics), MS I (Electronic Equipment) and Assistant Train Dispatcher shall receive during the first three years of employment a percentage of the top rate for the title in accordance with the following schedule:

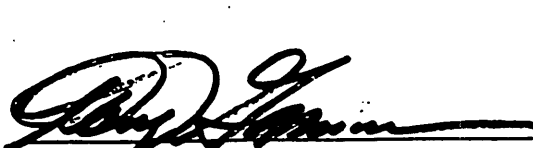
85% starting salary
85% during the second year of service
85% during the third year of service
100% after three years of service

 - b. Employees hired or promoted into all other titles represented by the Union on or after full and final ratification of this contract extension shall receive during the first three years of employment in the title a percentage of the top rate for the title in accordance with the following schedule:


80% starting salary
80% during the second year of service
80% during the third year of service
100% after three years of service

 - c. Employees in the bargaining unit shall not experience a decrease in pay if they accept a promotion to another title within the bargaining unit. They shall be slotted into the next highest progression in the new title which grants them a salary increase. Thereafter, they will progress through the progression of the new title.


- 7. The parties agree to work together to ensure a smooth transition from the present plans to the new plan and agree to utilize a mutually agreed upon accounting firm to assist with the orderly elimination of the Health Benefit Trust.
- 8. Upon full ratification and approval, the collective bargaining agreement shall be amended to reflect the provisions of this stipulation and agreement.



Tony Gammone
President
Subway Surface Supervisors Assoc.
7/05/2000
Date



Ralph J. Agritelle
Vice President, Office of Labor Relations
New York City Transit Authority
7/5/2000
Date



Lawrence G. Reuter
President
New York City Transit Authority
7-6-2000
Date