



# **SUBWAY - SURFACE SUPERVISORS ASSOCIATION**

**MEMORANDUM OF UNDERSTANDING**  
**January 08, 2013 - March 31, 2018**

## MEMORANDUM OF UNDERSTANDING

THIS 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").

This agreement is subject to ratification by the MTA Board and the membership of the Union.

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

1. **Term**

The term of this agreement shall be January 8, 2013 through March 31, 2018.

2. **Wages**

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

- a) Effective January 8, 2013, the rates of pay that were in effect on January 7, 2013 shall be increased by one percent (1%).
- b) Effective January 8, 2014, the rates of pay that were in effect on January 7, 2014 shall be increased by one percent (1%).
- c) Effective January 8, 2015, the rates of pay that were in effect on January 7, 2015 shall be increased by two percent (2%).
- d) Effective January 8, 2016, the rates of pay that were in effect on January 7, 2016 shall be increased by two percent (2%).
- e) Effective January 8, 2017, the rates of pay that were in effect on January 7, 2017 shall be increased by two percent (2%).
- f) The overtime cap will be increased by 150% of the general wage increases set forth above.

3. **Wage Progression**

Employees promoted or hired after full and final ratification of this Agreement shall progress to top rate of pay according to the following schedule:

New promotees and new hires into titles represented by the Union after the date of ratification of this agreement whose wage progression in prior agreements was 80%, 80%, 80%, 100% shall progress to top rate of pay as follows:

1 <sup>st</sup> year	80% of top rate
2 <sup>nd</sup> year	82% of top rate
3 <sup>rd</sup> year	84% of top rate
4 <sup>th</sup> year	86% of top rate

5 <sup>th</sup> year	88% of top rate
Upon completion of 5 <sup>th</sup> year	Top rate of 100%

New promotees and new hires into titles represented by the Union after the date of ratification of this agreement whose wage progression in prior agreements was 85%, 85%, 85%, 100% shall progress to top rate of pay as follows:

1 <sup>st</sup> year	85% of top rate
2 <sup>nd</sup> year	85% of top rate
3 <sup>rd</sup> year	85% of top rate
4 <sup>th</sup> year	88% of top rate
5 <sup>th</sup> year	90% of top rate
Upon completion of 5 <sup>th</sup> year	Top rate of 100%

The parties acknowledge and agree that employees who are not currently at the top rate of pay will be grandfathered into the terms of the wage progression they were in when they were hired. Employees in the bargaining unit shall not experience a decrease in pay if they accept 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.

#### 4. Health Benefits

- a) All employees who were promoted or hired on or after July 23, 2007 through the date of ratification of this agreement shall be enrolled in and receive the health benefits provided by NYSHIP as soon as practicable after final ratification. The Authority will make its best efforts to achieve this enrollment within 90 days of final ratification, but no later than 120 days.
- b) New promotees and new hires into the collective bargaining unit subsequent to the date of final ratification will contribute 2.0% of their gross wages on forty (40) hours per week, on a pre-tax basis, to defray the cost of Health Benefits.
- c) For those employees who retire while receiving the hourly health benefit package, the Authority shall amend the current plan of health benefits to provide that Pre-Medicare surviving spouses of deceased retirees as of May 21, 2014 shall receive the same medical benefits as active members up to the date that such surviving spouses attain Medicare eligibility, at no cost to such surviving spouse. For spouses of retirees who passed away while receiving the hourly health benefit package on or after May 21, 2014 and prior to final ratification, coverage will commence prospectively as of final ratification. This benefit shall not apply in the event the surviving spouse is otherwise entitled to health care insurance.

5. **Dental and Optical Benefits**

All current and future employees will receive the SSSA supplemental benefits package for dental and optical coverage. The American Dental Centers (Plan A) and the Dental Shop (Plan B) will remain available to employees under the SSSA supplemental benefits package, but the Authority reserves the right to eliminate those plan(s). In the event those plan(s) are eliminated, the Authority will give employees as much notice as possible of the plan(s) elimination and the parties will meet to discuss alternate plans of equal cost per member. If those plan(s) are eliminated, employees enrolled in those plan(s) will have the option of enrolling in the other currently available plan(s), HealthPlex (Dentcare) and Metlife.

Additionally, the parties will continue their discussions regarding amending the optical plan to provide improvements similar to those improvements provided in the TWU Local 100 optical plan in effect as of September 1, 2014. The parties will make their best efforts to conclude their discussions within 90 days after final ratification.

6. **Railroad Commutation Pass**

Employees who reside outside of the five (5) boroughs of New York City, as filed with the Authority for tax purposes, will be entitled to either the Metro North Railroad or the Long Island Rail Road pass for commutation. In addition, Union members will be entitled to use their EPIC Pass on SIRTOA. All existing rules and regulations applicable to commutation passes shall apply. The Authority reserves the exclusive right to revoke the use of such pass, if abuse is established.

7. **Line of Duty Death Benefit**

The Authority shall increase the line of duty death benefit, currently \$50,000, to \$250,000.

8. **Maintenance Bonus**

Commencing in 2015 the maintenance bonus shall be increased from \$320 to \$600 for those maintenance titles currently receiving such bonus or listed below. The bonus shall be payable in April of each year.

- Mtc Supv (Revenue) 1
- Mtc Supv (Track Equip) 1
- Mtc Supv (Car Equip) 1
- Mtc Supv (Elec Power) 1
- Mtc Supv (Elec Equip) 1
- Mtc Supv (Elev & Esc) 1
- Mtc Supv (Lighting) 1
- Mtc Supv (Power Cables) 1
- Mtc Supv (Power Dist) 1
- Mtc Supv (Power Elect) 1
- Mtc Supv (Signals) 1
- Mtc Supv (Stores) 1
- Mtc Supv (Str A Carp) 1
- Mtc Supv (Str B Masonry) 1
- Mtc Supv (Str C Ironwk) 1
- Mtc Supv (Str D Sh Met) 1
- Mtc Supv (Str E Plumb) 1
- Mtc Supv (Str F Paint) 1

Mtc Supv (Str H AC&H) 1  
Mtc Supv (Buses) 1  
Mtc Supv (Telephones) 1  
Mtc Supv (Track) 1  
Mtc Supv (Vent & Drain) 1

9. **AVA/OTO**

- a) The current cap on accruing AVA days will be increased to 90 days.
- b) The current cap on accruing OTO time will be increased to 108 hours.

10. **Death In Family Leave**

Section 2.17 of the Collective Bargaining Agreement shall be amended to include step-children within the definition of "Immediate Family."

11. **Discipline**

Reprimands and warnings will be removed from a Supervisor's discipline record for discipline imposed prior to January 1, 2015 if there was no subsequent discipline initiated within twenty-four (24) months of the warning or reprimand being imposed.

12. **Long Term Care**

Employees will now be permitted to participate in the New York State Public Employee and Retiree Long Term Care Insurance Plan (NYPERL) on the same basis as managerial employees.

13. **Sick Leave Cash-Out Pilot**

If an employee does not have a minimum of 50% of his/her potential sick leave balance at the time of separation or retirement, then the employee will receive a lump sum payment of 40% of his/her actual sick leave balance provided the employee uses twelve (12) sick days or less over his/her final twenty-four (24) months of service.

The aforementioned provisions are based upon Labor/Management goal to achieve a two (2) day improvement in paid and unpaid sick leave over the sick leave usage in 2014. The continuation of this provision past the term of this agreement must be upon mutual agreement of the parties.

14. **Departmental Agreements**

The parties' agreements concerning departmental issues are attached hereto as:

Appendix A (CED)

Appendix B (RTO)

15. **Consolidated Collective Bargaining Agreement**

The parties agree, as soon as practicable after the ratification of this agreement, to meet to discuss a consolidated collective bargaining agreement. NYC Transit agrees to publish and distribute the consolidated agreement.

16. Continuation of Terms

Except as otherwise expressly provided in or modified by this Agreement:

- a) All side letters, all provisions and all stipulations attached to the Collective Bargaining Agreement, shall continue in effect.
- b) All side letters, all provisions and all stipulations dated on or after March 1, 2000 shall continue in effect.
- c) All side letters, all provisions, and all stipulations of the Memorandums of Understanding dated February 21, 1998 to October 31, 2003, November 1, 2003 to October 31, 2006, and November 1, 2006 to January 7, 2010, as well as the Impasse Arbitration Award dated January 8, 2010 to January 7, 2013, shall continue in effect.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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 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 30<sup>th</sup> day of September, 2014.

## SIDE LETTER AGREEMENT

The Subway Surface Supervisors Association and the New York City Transit Authority agree as follows:

During contract negotiation the parties engaged in discussions concerning outstanding cash amounts available to the Union in the amount of \$384,000. After discussions, the parties agree that the money can be spent to promote the contractual dispute resolution process. Therefore, the parties agree that New York City Transit will assume the full cost of contract grievance and discipline grievance Arbitrator fees, currently split between the parties, until such time that the \$384,000 set forth above is spent down. Once the \$384,000 is exhausted, Arbitrator fees will again be split between the parties.

In addition to arbitrator fees, the \$384,000 may be used for other joint Labor/Management activities if both parties mutually agree.

Please indicate your concurrence by signing below.

September 30<sup>th</sup>, 2014  
New York, New York

## APPENDIX A

### Division of Car Equipment

#### **Binding Pick:**

The Expression of Preference in Car Equipment (DCE) will now be a binding pick. Employees will continue to pick job assignments, by seniority, that also includes tours, hours of work, location and regular days off (RDOs).

The Chief Maintenance Officer will maintain the right to reassign a supervisor after the binding pick selection goes into effect, but only after discussing his/her reasoning with the Union Representative. The Chief Maintenance Officer's decision will be final and not subject to review through the contractual grievance process.

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 as long as other employees are not displaced.



## APPENDIX B

### Division of RTO:

1. The probationary period has been reduced from two (2) years to eighteen (18) months.
2. Binding Pick

The Expression of Preference in Rapid Transit Operations (RTO) will now be a binding pick. Employees will pick job assignments, by seniority, that also includes tours, hours of work, location and regular days off (RDOs).

- RTO shall continue to keep the no pick jobs that they currently have and if the need arises to increase the number of no pick jobs due to the special skills needed for these jobs, the Chief Transportation Officer will first meet with the Union to discuss the reason for increasing these jobs.
- Supervisors must submit sufficient bids according to their seniority on their selection sheets or they will be assigned.
- Sabbath observers must pick jobs that are in accordance with their Sabbath, regardless of location and/or tour of duty. They must consider all jobs.
- Supervisors who are long term sick (45 days or more) will not be allowed to pick. However, upon their return to work, their desired tour and RDOs will be considered according to the needs of the service.
- Those supervisors 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 as long as other supervisors are not displaced.

The Chief Transportation Officer will maintain the right to reassign a supervisor after the binding pick selection goes into effect, only after discussing his/her reasoning with the Union Representative. The Chief Transportation Officer's decision will be final and not subject to review through the contractual grievance process.

3. The Authority will maintain its right that was negotiated in the MOU dated January 21, 1985 to have (at that time 80 which has since been increased to 110) non-represented positions (Console Dispatchers) in the RTO Command Center.

The Console Dispatcher positions in the Rail Command Center will be filled by management through voluntary submission of resumes exclusively from the following supervisory titles represented by the SSSA: Train Dispatchers, Yard Dispatcher, Assistant Train Dispatchers and Train Service Supervisors.

The parties agree that the Console Dispatcher positions in the Rail Command Center are deemed confidential and are not covered by the terms and conditions of the collective bargaining agreement. 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 136 positions. Other Level 1 supervisors working in the Rail Command Center will continue to be represented by the SSSA.

Console Dispatchers can leave the Rail Command Center and again be represented by the SSSA. If a supervisor became a Console Dispatcher after July 28, 2004 and returns to the SSSA, they will regain their SSSA seniority.

# **NEW SALARY SCALES**

Supervisors Titles	Old SALARY	<u>1% Raise on 1/8/13</u> Compounded on Old 2012 Salary		<u>1% Raise on 1/8/14</u> Compounded on 2013 Salary		<u>2% Raise on 1/8/15</u> Compounded on 2014 Salary		<u>2% Raise on 1/8/16</u> Compounded on 2015 Salary		<u>2% Raise on 1/8/17</u> Compounded on 2016 Salary	
		AMOUNT OF RAISE	NEW SALARY	AMOUNT OF RAISE	NEW SALARY	AMOUNT OF RAISE	NEW SALARY	AMOUNT OF RAISE	NEW SALARY	AMOUNT OF RAISE	NEW SALARY
Car Appearance	\$68,342.46	\$ 683.42	\$69,025.88	\$ 690.26	\$69,716.14	\$ 1,394.32	\$71,110.47	\$ 1,422.21	\$72,532.68	\$ 1,450.65	\$ 73,983.33
Property Protection	\$73,625.46	\$ 736.25	\$74,361.71	\$ 743.62	\$75,105.33	\$ 1,502.11	\$76,607.44	\$ 1,532.15	\$78,139.59	\$ 1,562.79	\$ 79,702.38
Stations & A.T.D.	\$75,528.84	\$ 755.29	\$76,284.13	\$ 762.84	\$77,046.97	\$ 1,540.94	\$78,587.91	\$ 1,571.76	\$80,159.67	\$ 1,603.19	\$ 81,762.86
Cust. Ser.Spec.	\$81,129.79	\$ 811.30	\$81,941.09	\$ 819.41	\$82,760.50	\$ 1,655.21	\$84,415.71	\$ 1,688.31	\$86,104.02	\$ 1,722.08	\$ 87,826.10
Collection Super.	\$83,374.82	\$ 833.75	\$84,208.57	\$ 842.09	\$85,050.65	\$ 1,701.01	\$86,751.67	\$ 1,735.03	\$88,486.70	\$ 1,769.73	\$ 90,256.43
S.L.D Buses	\$84,323.39	\$ 843.23	\$85,166.62	\$ 851.67	\$86,018.29	\$ 1,720.37	\$87,738.66	\$ 1,754.77	\$89,493.43	\$ 1,789.87	\$ 91,283.30
M/S1All Other Spec	\$84,804.70	\$ 848.05	\$85,652.75	\$ 856.53	\$86,509.27	\$ 1,730.19	\$88,239.46	\$ 1,764.79	\$90,004.25	\$ 1,800.08	\$ 91,804.33
M/S1MOW Titles	\$85,917.50	\$ 859.18	\$86,776.68	\$ 867.77	\$87,644.44	\$ 1,752.89	\$89,397.33	\$ 1,787.95	\$91,185.28	\$ 1,823.71	\$ 93,008.98
T.D.,Y.D.	\$86,113.59	\$ 861.14	\$86,974.73	\$ 869.75	\$87,844.47	\$ 1,756.89	\$89,601.36	\$ 1,792.03	\$91,393.39	\$ 1,827.87	\$ 93,221.26
M/S1Supply Log.	\$86,473.90	\$ 864.74	\$87,338.64	\$ 873.39	\$88,212.03	\$ 1,764.24	\$89,976.27	\$ 1,799.53	\$91,775.79	\$ 1,835.52	\$ 93,611.31
M/S1Buses	\$87,421.25	\$ 874.21	\$88,295.46	\$ 882.95	\$89,178.42	\$ 1,783.57	\$90,961.99	\$ 1,819.24	\$92,781.23	\$ 1,855.62	\$ 94,636.85
M/S1CED	\$87,875.06	\$ 878.75	\$88,753.81	\$ 887.54	\$89,641.35	\$ 1,792.83	\$91,434.18	\$ 1,828.68	\$93,262.86	\$ 1,865.26	\$ 95,128.12
M/S1Power Elect.	\$88,003.90	\$ 880.04	\$88,883.94	\$ 888.84	\$89,772.78	\$ 1,795.46	\$91,568.23	\$ 1,831.36	\$93,399.60	\$ 1,867.99	\$ 95,267.59
M/S1 Elect./Rev/Tele	\$89,392.15	\$ 893.92	\$90,286.07	\$ 902.86	\$91,188.93	\$ 1,823.78	\$93,012.71	\$ 1,860.25	\$94,872.97	\$ 1,897.46	\$ 96,770.42
T.S.S.	\$89,919.94	\$ 899.20	\$90,819.14	\$ 908.19	\$91,727.33	\$ 1,834.55	\$93,561.88	\$ 1,871.24	\$95,433.11	\$ 1,908.66	\$ 97,341.78
M/S II	\$90,963.15	\$ 909.63	\$91,872.78	\$ 918.73	\$92,791.51	\$ 1,855.83	\$94,647.34	\$ 1,892.95	\$96,540.29	\$ 1,930.81	\$ 98,471.09

The above scales are approximate salary amounts

Not included in chart is the 12 minutes per day set up time approximately (2.5% raise) \$2,000 to \$2,500 yrly for covered titles

Not included in chart is a \$600 yearly maintance bonus

Not included in chart are the yearly longevity payments of \$350 - \$450 - \$550 - \$650