

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT made between the New York City Transit Authority (hereinafter referred to as the "Authority") and the Transport Workers Union, Local 106, Transit Supervisors Organization, Station Supervisors, Level II (hereinafter referred to as the "Union").

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 October 1, 2003 and continue in effect through September 30, 2006.

2. Wages:

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

(a) Effective October 1, 2004, the rates of pay that were in effect on September 30, 2004 shall be increased by three percent (3%).

(b) Effective October 1, 2005, the rates of pay that were in effect on September 30, 2005 shall be increased by three percent (3%).

3. Longevity Payments:

Current annual longevity payments shall be increased by \$150. This increase shall be applied to payments made on or after November 2004. Prorating of payments will be continued as previously agreed to.

4. Additional Holiday:

Effective November 2003, the Day after Thanksgiving will be added to the existing list of paid holidays. Employees will be permitted to bank these holidays.

5. Lump Sum Payment:

In recognition of substantial past productivity of the work force since the advent of Metro-Card and the dramatic increase in rider-ship in the last several years, as soon as practicable following ratification of this agreement the Authority shall pay a one-time, non-recurring, lump sum payment of \$1,000 to each employee who meets the eligibility requirements specified herein.



In order to be eligible to receive the above referenced lump sum payment the employee must be on the payroll on October 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. OTO/AVA Time:

Overtime offset time allowance may be accumulated up to a maximum of seventy-two (72) hours and AVA days up to a maximum of seventy (70) days.

7. Annual Overtime Earnings Cap:

Effective upon ratification, the annual overtime earnings cap shall increase to \$109,629. Cap amounts after October 1, 2005 will be increased by 150% of any general wage increase. Transit will make every attempt to ensure that overtime is distributed in a fair manner.

8. Notice of Preference Selection:

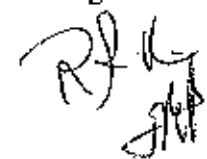
The Expression of Preference for Assignment language under 2.13 will be amended as follows:

The authority shall have the right to assign employees represented by the Union. Employees represented by the Union shall have the right to express preferences by seniority regarding tours, hours of work, location, and regular days off (RDO), but such expressed preferences shall not be binding on the Authority in any way. Within departmental work locations, employees shall have the right to pick vacation schedules on the basis of seniority, consistent with the needs of service. Management may fill non-field positions by posting notices and soliciting resumes. Such positions will not be posted on the preference selection.

The Union will be provided a copy of the Preference Selection fifteen (15) calendar days prior to posting. At that time, the Union may request an opportunity to discuss the Preference Selection with the Chief Station Officer or his/her designee. Disputes related to the Preference Selection will be resolved by the Chief Stations Officer. The decision of the Chief Station Officer will be final and binding and not subject to the contractual grievance procedure.

9. Consolidated Collective Bargaining Agreement:

The parties agree to further amend the collective bargaining agreement consistent with 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.

A handwritten signature in black ink, appearing to be 'RFK' with a flourish underneath.

10. Continuation of Terms:

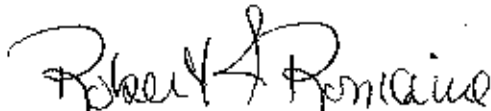
Except as otherwise expressly provided for in this Agreement, all provisions and Stipulations attached to the previous Collective Bargaining Agreement, shall continue in effect. All side letters attached to the previous Collective Bargaining Agreement shall continue in effect unless modified herein.

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 7 day of April, 2008.

New York, New York

FOR: TWU Local 106
TSO/SSII


Robert Romaine, President
TWU Local 106

FOR: MTA NYC Transit


Howard H. Roberts, Jr., President


Judith T. Pierce, Sr. Vice President
Administration



April 3, 2008

Mr. Robert Romaine, President
Transport Workers Union, Local 106
5764 Mosholu Avenue
Bronx, NY 10471

Re: Employee Recognition Program Attendance

Dear Mr. Romaine:

As we discussed, MTA New York City Transit employees in the title of Station Supervisor, Level II, represented by your organization, which are honored at an Employee Recognition Program ceremony will be released from their tour of duty with pay.

This release commitment is made with the understanding that the tour of duty involved is either immediately before, after or during the ceremony and that this release time is to facilitate the honoree's attendance.

Obviously, if the honoree does not attend the ceremony or the ceremony occurs during the honoree's regular off-duty time or day off they will not be released from their tour of duty or be provided an additional day off. No premium or travel time pay will be applicable to this release time.

Sincerely,

A handwritten signature in cursive script, appearing to read "Judith T. Pierce".

Judith T. Pierce
Sr. Vice President, Administration

Agreed to:

A handwritten signature in cursive script, appearing to read "Robert Romaine".

Robert Romaine, President
TSO, TWU, Local 106

cc: John R. Panico



April 3, 2008

Mr. Robert Romaine, President
Transport Workers Union, Local 106
5764 Mosholu Avenue
Bronx, NY 10471

Re: Agreements

Dear Mr. Romaine:

This letter will serve to confirm the agreement made between the Union and the Authority discussed during collective bargaining.

1. NYC Transit agrees to grant six (6) additional days of NYC Transit-paid release time each year beginning May 1, 2008.
2. NYC Transit agrees that employees will be given the opportunity to place retroactive wage increases into the 401(k) and 457 plans to the extent allowed by law.

Sincerely,

A handwritten signature in black ink that reads "Judith T. Pierce".

Judith T. Pierce
Sr. Vice President, Administration

Agreed to:

A handwritten signature in black ink that reads "Robert F. Romaine".

Robert Romaine, President
TSO, TWU, Local 106

cc: John R. Panico