

MEMORANDUM OF UNDERSTANDING

AGREEMENT made between the NEW YORK CITY TRANSIT AUTHORITY (hereinafter referred to as the "Authority") and the TRANSIT SUPERVISORS ORGANIZATION, Local 106 Station Supervisor Level II unit (hereinafter referred to as the "Union").

I. It is mutually agreed that the agreement between the parties dated January 31, 1997 settling the representation issues in petition C-3994 at the Public Employment Relations Board and incorporated into the Recognition Clause of the collective bargaining agreement between the Authority and the Union shall be modified to include and exclude Station Supervisor Level IIs from the unit, effective upon the Authority receiving notice that petition CP-904 has been withdrawn as set forth in paragraph 2 below, in accordance with the following:

Included: All employees of the New York City Transit Authority in the Division of Service Delivery, Station Operations (formerly the Division of Stations) in the title of Station Supervisor Level II, except as excluded below.

All employees of the New York City Transit Authority in the Division of Service Delivery, Operations Support, Equipment & Material Control unit of Administration (formerly Material Control) in the title of Station Supervisor Level II, except as excluded below.

Excluded: Those employees of the New York City Transit Authority in the title of Station Supervisor Level II in positions in the Office of Labor Relations (formerly a part of Human Resources, Division of Stations).

Those employees of the New York City Transit Authority in the title of Station Supervisor Level II in positions in Employee Policy Compliance in the Department of Subways.

Those employees of the New York City Transit Authority in the Division of Service Delivery in the title of Station Supervisor Level II in positions in the following units/areas:

- Budget Unit (formerly Budget, Division of Stations)
- Pick Unit (formerly part of Command/Schedules/Operations, Division of Stations)
- Employee Availability and Timekeeping Units of the Labor Resources Section (formerly the FMLA and Timekeeping Units of Administration, Division of Stations)
- Safety Compliance & Compensation Unit (formerly Safety Analysis Review and Development, Division of Stations)
- Administration/Employee Services Unit and the Complaint & Correspondence Unit of the Administration Section (formerly a part of Administration, Division of Stations).

Those employees of the New York City Transit Authority in the Division of Service Delivery, Station Operations (formerly the Division of Stations) in the title of Station Supervisor Level II in positions in the following units/areas:

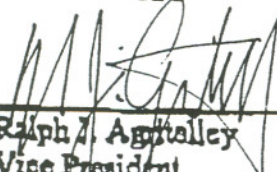
- ACSO North Staff
- ACSO South Staff
- ACSO Maintenance and Support Staff
- Command Center/Operations Support (formerly Command/Schedules/Operations)
- Chief Station Officer Staff

2. The Union agrees to withdraw its petition CP-904 from the Public Employment Relations Board with prejudice.
3. The parties agree that any disputes concerning the interpretation of the terms of the January 31, 1997 Agreement, as amended by the above, will be subject to the contractual grievance procedure.
4. Except as provided above, the status of Station Supervisor Level IIs currently represented by the Union as well as the job positions they currently hold would not be affected by this Memorandum of Understanding. It is understood that this shall not prevent the Authority from adding to, reducing or changing the number of employees in any title, their assignments, or prevent any reorganization of work and will not prevent the parties to this Memorandum of Understanding from seeking to change the representation status of any Station Supervisor Level II employees or position materially affected by such change.


IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the _____ day of April, 2004.

New York, New York

NEW YORK CITY TRANSIT AUTHORITY



 Ralph J. Agitalley 4/30/04
 Vice President Date
 Office of Labor Relations



 Christopher J. Johnson Date
 Senior Director
 Labor Research & Negotiations

TRANSIT SUPERVISORS ORGANIZATION, LOCAL 106



 Robert Romaine Date
 President 4/22/04

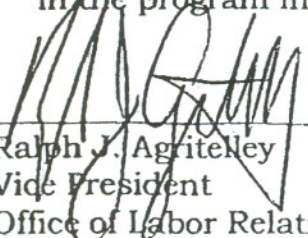
Stipulation and Agreement


Whereas, NYC Transit has provided a program to its non-represented workforce to enroll in certain health clubs and pay for the membership through payroll deduction; and

Whereas, the Transport Workers Union, Local 106 ("TSO") has requested to participate in the program;

The parties agree as follows:

1. Employees represented by the TSO will be allowed to participate in NYC Transit's program.
2. TSO understands that the rates for membership are set by the health clubs and may change from year to year. Employees are exclusively responsible for paying for the membership despite other payroll deductions. If an employee is suspended or absent without pay for more than two full pay periods, NYC Transit will have the option of deducting all owed payments from the employee's next paycheck or to suspend the membership with the appropriate penalty. Employees who are terminated, resign or retire from NYC Transit will have any monies owed related to the program deducted from any monies owed to the employee. Employees who are terminated, resign or retire are no longer eligible to participate.
3. The parties agree that the terms and conditions of this program are not subject to collective bargaining. If the program changes or is eliminated, NYC Transit's only obligation will be to notify TSO.
4. The parties agree that this agreement and the terms published by NYC Transit which govern the program or any action taken by NYC Transit concerning the program are not reviewable and cannot be challenged or grieved through the contractual grievance procedure.
5. The parties agree that the participation in the program must take place exclusively on the employee's own time and cannot infringe in any manner with an employee's work time or duties. Any violation of this provision would disqualify an employee from further participation in the program in addition to other appropriate action.


Ralph J. Agritelley
Vice President
Office of Labor Relations


Robert F. Romaine
President
Transport Workers Union, Local 106
Transit Supervisors Organization



New York City Transit

December 12, 2000

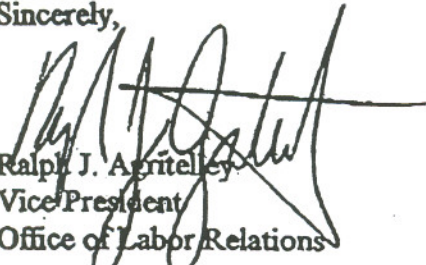
Mr. Robert Romaine, President
Transport Workers Union, Local 106 (TSO)
5768 Mosholu Avenue
Bronx, NY 10471

Dear Mr. Romaine:

Effective January 1, 2001, non-represented operating employees will begin making contributions towards the cost of their health benefits as explained in the attached memorandum. Pursuant to Section 1.7 of the TSO Station Supervisor II's collective bargaining agreement, the authority is providing you with notice that it will implement the same premium contributions for the Station Supervisor IIs effective March 1, 2001.

If you would like to meet to discuss alternatives to the employee health contribution, contact me at 718-243-3218.

Sincerely,



Ralph J. Agritelley
Vice President
Office of Labor Relations

Attachments

Enclosure

cc: C. Johnson
N. Drake