

AGREEMENT made between the NEW YORK CITY TRANSIT AUTHORITY (hereinafter referred to as the "Authority") and the Transport Workers Union, Local 106, (Queens Supervisory Unit) (hereinafter referred to as the "Union").

This agreement is subject to ratification by the membership and approval of the MTA Board. 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 April 19, 2007 and continue in effect through June 7, 2010.

2. Wages

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

- (a) Effective April 19, 2007, the rates of pay that were in effect on April 18, 2007 shall be increased by three (3%) percent.
- (b) Effective April 19, 2008, the rates of pay that were in effect on April 18, 2008 shall be increased by four (4%) percent.
- (c) Effective April 19, 2009, the rates of pay that were in effect on April 18, 2009 shall be increased by three and one half (3.5%) percent.
- (d) Rates of pay below the top rates shall be adjusted in accordance with the appropriate progression schedule.

3. Wage Progression

All new promotees into the bargaining unit after the date of final ratification will serve one (1) additional month at the applicable progression rate prior to reaching the top rate of pay.

4. Pension Refund

The Authority and TWU Local 106 will support legislation to provide for the refund of the additional member contributions, with interest, made to the New York City Employees' Retirement system by participants of the Transit Operating 25Year/Age 55 Retirement Program (RSSL 604-b.). The parties agree that if legislation is needed it will be submitted no later than 30 days after full and final ratification of this agreement.



5. Healthcare Premium Contributions:

New Promotees into represented supervisory titles subsequent to the date of final ratification will continue to receive the hourly health benefits for their first ten (10) years in a represented supervisory title. Those new promotees who retire prior to the completion of the ten (10) continuous years in a represented supervisory title will receive the hourly retiree health benefit package. On the first day of the eleventh continuous year in a represented supervisory title, those supervisors who continue in a represented supervisory title or who retire thereafter will receive the health benefits provided through NYSHIP, or any successor benefit package agreed upon by the parties in the future, and the supplemental benefits provided through the TWU, Local 106 collective bargaining agreement.

New promotees into represented supervisory titles subsequent to the date of final ratification will contribute the same percentage of their bi-weekly gross wages toward the cost of health benefits as the hourly population for the remainder of their tenure in a represented supervisory title. The hourly contribution rate is 1.5307 percent of gross wages as of the date of final ratification. The parties agree that the contribution rate for the hourly population will be recalculated on a yearly basis and that rate applicable to the hourly population will go into effect for new promotees into represented supervisory titles subsequent to the date of final ratification, in the first full paycheck of April each year.

Should the overall formula be renegotiated with other bargaining units, the parties agree that the current formula applicable to the hourly population, including the annual rate change, will continue in effect until the parties negotiate a different formula.

Supervisors who were appointed into represented supervisory titles prior to the date of final ratification of this agreement are not covered in any way by the above "health care" provisions set forth in Number "5" of this MOU and will continue to be covered by the provisions of the parties' collective bargaining agreement.

6. Eye-glass Plan

Active supervisors and those who retired on or after January 1, 2001 will be entitled to eyeglass frames or contact lenses at GVS and all participating stores up to a value of \$180.

7. AVA/OTO/Single Day Vacation Quota

- a.) The overtime cap will be increased by 150% of any general wage increase. Effective with the April 19, 2009 general wage increase, the overtime cap for TWU Local 106 members will be the same as the SSSA overtime cap. Item 14 (b) and 14 (c) of the prior MOU will continue.
- b.) Effective upon full ratification, AVAs may be accumulated up to a maximum of 85 days.
- c.) The maximum accrual of OTO time will remain at 72 hours.
- d.) Employees may cash out banked OTO time at anytime during the year.
- e.) Upon full ratification of this agreement, the following time period that would be subject to payment in addition to the normal forty (40) hour per week pay can be saved as OTO time if requested by the employee at his/her option within contractual limits:



1. Overtime worked. (Night shift differential will continue to be paid as in the past whether the employee is paid for overtime worked or time is saved as OTO.)
2. Lunch periods that are worked.
3. Emergency Work.
4. Allowances for work on a scheduled day off.

Payment for OTO time is pensionable to the extent allowed by NYCERS.

8. Vacation Usage

Employees who are eligible to receive five (5) weeks of vacation may select at the beginning of the vacation year to utilize up to three (3) weeks in single days or cashout the single days in accordance with existing cashout provisions.

9. Holidays

- a.) Effective January 2009, the Lincoln birthday holiday shall be eliminated and substituted for the Day after Thanksgiving.
- b.) Effective April 19, 2007, represented supervisors in the Queens Supervisory will be eligible for one personal leave day and each calendar year thereafter in addition to the other noted holiday observances.
- c.) Effective upon full ratification, an employee who is required to work on one of the holidays noted below shall receive a two dollar (\$2.00) per hour differential for all hours actually worked on the following holidays: Independence Day, Thanksgiving Day, Christmas Day, and New Years Day.

10. Death in Family

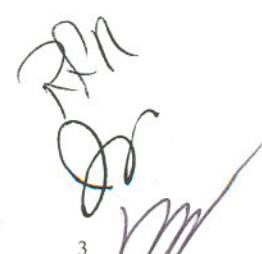
Effective upon full ratification, the death in family paid leave provision will include natural grandparents.

11. Maintenance Bonus

The following maintenance title will receive a \$320 bonus to be paid in April of each year commencing in 2008: Maintenance Supervisor (Surface) I.

12. Arbitration

If the Authority decides to appeal a disciplinary arbitration decision wherein the Authority was seeking termination, the affected employee will be returned to work with modified duties unless public safety or danger to fellow employees is involved. If the Authority continues to hold the employee out of service and the final court appeal is not successful, the employee will be entitled to any awarded back pay plus a 10% premium on the amount of the awarded back pay.

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13. Sick Leave

The method of placement pursuant to the sick leave control list provision shall be that an employee who has been counseled after five (5) unsubstantiated instances of sick leave in any running one year period remains in a counseled status for one year from the date of the counseling. If the employee has no other instance of unsubstantiated sick leave during that one year period, s/he shall be released from the counseled status. Once released from the counseled status the Authority will again counsel the employee after s/he has accumulated five (5) unsubstantiated instances of sick leave in any running one year period.

Employees with less than 3 years of service in the bargaining unit will be eligible for the hourly 60% additional sick leave benefit.

14. Waiver and Election – Workers' Compensation

Effective upon full ratification, all represented supervisory employees with injury-on-duty claims pending shall be entitled to use their earned paid sick and vacation leave time on the first day following their injuries, where practicable, and the amounts charged against such balances and entitlements shall be restored to the employee in the event the Authority does not contest the employee's Workers' Compensation claim or the claim is upheld by the Workers Compensation Board. The waiver form will be made part of the accident package.

15. Safety Equipment:

Employees shall be provided, without cost to themselves, with such safety equipment as may be authorized by the Authority.

16. Uniforms

Where the Authority requires an employee covered by this Agreement to be uniform, the Authority will supply such uniform.

17. Training

All training, court appearances and instructions to be paid instead of banked at the employee's discretion.

18. Cross Utilization

The union will supply volunteers from employees picking Cross Utilization positions when members are required to move outside of their picked locations. When volunteers are not available, the applicable contract language will be followed.

19. EAP

Employees who attend EAP for drug and/or alcohol treatment will be eligible to utilize accrued leave benefits including the employee accrued sick leave balance, providing the employee remains in compliance with such program.

20. Departmental Agreements: See Appendix A.

21. Continuation of Terms

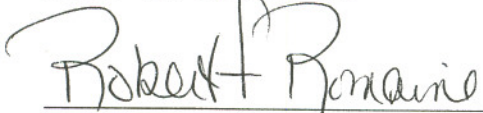
Except as otherwise expressly provided in this Agreement, all provisions, Stipulations and side letters attached to the previous Collective Bargaining Agreements, as amended, shall continue in effect.

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 8th day of Feb, 2008.

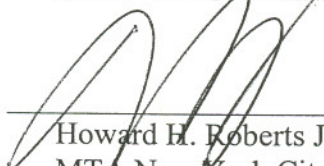
New York, New York

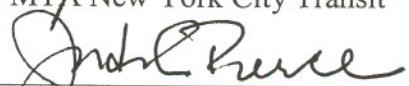
FOR: TWU, Local 106



Robert Romaine, President
Transport Workers Union, Local 106

FOR: NYC TRANSIT



Howard H. Roberts Jr., President
MTA New York City Transit


Judith Pierce, Senior Vice President
Administration, MTA NYCT



Departmental Agreements
DEPARTMENT OF BUSES

1. Meal Allowance: The meal allowance of \$3.50 will be reinstated under the provisions of Article 3 Meal Allowance (ref.: Queens Supervisory Unit) in the Department of Buses.
2. Dispatcher Pre-Familiarization: All supervisors working in the Bus Command Center will be paid one twelve minute allowance for each day actually worked for performing the following type of duties prior to their scheduled tour of duty: exchanging information with another supervisor; reading daily bulletins or other materials; and getting instructions from management. The goal is to have supervision up to date and ready to go at their scheduled commencement time to promote a safer and more efficient operation. The payment will also be included in vacation time whether taken in weeks or days.
3. Dispatcher Duties: All Dispatchers represented by the union picking tricks within the Queens Division of Buses will supervise any and all runs assigned to their picked location whether or not the runs emanate from the Bronx, Manhattan, Queens, Brooklyn, Staten Island depots or adjacent counties including those runs emanating from any MTA bus facility.

For the purpose of subway shuttle work or other subway disruptions, dispatchers covered by this agreement will continue to supervise all work of this nature in the locations that the Union has historically supervised, regardless of what location or division or MTA employer the hourly personnel emanate from. In addition, this provision will apply to any other special events or unscheduled work in the divisions where dispatchers are represented by the Union.

Should the Union believe that any position or location affected by this provision is unfairly impacted by the addition of work emanating from any other division of adjacent county, including MTA Bus, the parties agree to meet and discuss the issue(s). Should the meeting(s) fail to resolve the issue(s) the parties agree to an expedited arbitration within thirty (30) days.

The purpose of this provision is not to eliminate bargaining unit work artificially or otherwise.

4. Effective April 19, 2007, base wages for all represented supervisory titles in the Department of Buses will be increased by \$500. This increase in base pay will be applied prior to the implementation of the April 19, 2007 general wage increase.
5. Safety Shoes: Effective as soon as practicable following full ratification, and each calendar year thereafter, Bus Maintenance supervisory employees will be provided one pair of approved safety shoes or boots. Employees will be required to wear such shoes or boots during work hours.
6. Resume Jobs: Resume assignments under the provisions of Article 10 Resume Job Procedure will not be subject to the contractual grievance procedure.



7. 19A Training: Upon the ratification of this labor agreement all newly appointed Surface Line Dispatchers (SLD) and current SLDs will be given an opportunity to receive 19A training. This will be done on a volunteer basis and all SLDs requesting training will be completed within the contract term.
8. Administrative Time: Upon ratification of this agreement, Surface Line Dispatchers shall be given one hour of administrative time within their regularly assigned workweek to check bulletins, depot policies and time cards.
9. New Technology: The Union will cooperate with the introduction of new technology. As new equipment is introduced, employees shall use and be responsible for the equipment issued to them in accordance with pre-established procedures. Training related to new technology shall be provided, as required.

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February 8, 2008

Mr. Robert Romaine
President
Transport Workers Union, Local 106
Transit Supervisors Organization
5768 Mosholu Avenue
Bronx, NY 10471

RE: Queens Union Representative – Union Release Time

Dear Mr. Romaine:

The Transport Workers Union, Local 106, Queens representative will have his/her Transit Authority paid release time increased by three (3) days a month.

Sincerely,



Judith Pierce
Senior Vice President
Administration
MTA New York City Transit

cc: J. Smith
K. Daube
J. Sinclair



**TRANSIT SUPERVISORS ORGANIZATION, TWU LOCAL 106
QUEENS UNIT
ANNUAL RATES OF PAY**

Title (code)		4/19/2007	4/19/2008	4/19/2009
Dispatcher I (Surface) (TA619)				
Appointed Prior to 1/27/1995	Entrance	59,926	62,323	64,504
	7th Month	60,958	63,396	65,615
	2nd Year	65,681	68,308	70,699
	3rd Year	70,397	73,213	75,775
Appointed On or After 1/27/1995 and Prior to 3/1/2007	Entrance	56,929	59,206	61,278
	2nd Year	60,296	62,708	64,903
	3rd Year	67,029	69,710	72,150
	4th Year	70,397	73,213	75,775
Appointed On or After 2/28/07 and On or Before Ratification	Entrance	56,929	59,206	61,278
	4th Year	70,397	73,213	75,775
Appointed After Ratification	Entrance	56,929	59,206	61,278
	38th Month	70,397	73,213	75,775
Mtc. Supv. (Surface) I (TA589)				
Appointed Prior to 1/27/1995	Entrance	65,930	68,567	70,967
	7th Month	66,965	69,644	72,082
	2nd Year	69,961	72,759	75,306
	3rd Year	72,985	75,904	78,561
Appointed On or After 1/27/1995 and Prior to 3/1/2007	Entrance	58,999	61,359	63,507
	2nd Year	62,495	64,995	67,270
	3rd Year	69,488	72,268	74,797
	4th Year	72,985	75,904	78,561
Appointed On or After 2/28/07 and On or Before Ratification	Entrance	58,999	61,359	63,507
	4th Year	72,985	75,904	78,561
Appointed After Ratification	Entrance	58,999	61,359	63,507
	38th Month	72,985	75,904	78,561

TRANSIT SUPERVISORS ORGANIZATION, TWU LOCAL 106
 QUEENS UNIT
 BASE RATES FOR COMPUTATION OF NIGHT DIFFERENTIAL

Title (code)	4/19/2007	
Dispatcher I (Surface) (TA619)		
Appointed Prior to 1/27/1995	Entrance	33,553
	7th Month	34,161
	2nd Year	36,945
	3rd Year	39,730
Appointed On or After 1/27/1995 and Prior to 3/1/2007	Entrance	31,784
	2nd Year	33,771
	3rd Year	37,744
	4th Year	39,730
Appointed On or After 2/28/07 and On or Before Ratification	Entrance	31,784
	4th Year	39,730
Appointed After Ratification	Entrance	31,784
	38th Month	39,730
Mtc. Supv. (Surface) I (TA589)		
Appointed Prior to 1/27/1995	Entrance	37,095
	7th Month	37,706
	2nd Year	39,472
	3rd Year	41,255
Appointed On or After 1/27/1995 and Prior to 3/1/2007	Entrance	33,004
	2nd Year	35,067
	3rd Year	39,192
	4th Year	41,255
Appointed On or After Ratification On or Before Ratification	Entrance	33,004
	4th Year	41,255
Appointed After Ratification	Entrance	33,004
	38th Month	41,255