

MEMORANDUM OF UNDERSTANDING

AGREEMENT made between the Manhattan and Bronx Surface Transit Operating Authority (hereinafter referred to as the "Authority") and the Transit Supervisors Organization, Career and Salary, TWU, Local 106, AFL-CIO (hereinafter referred to as the "Union"). The Union and the Authority shall be jointly referred to as the "Parties":

Subject to ratification by the Union's Executive Board and Membership, and 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:

The term of this agreement shall be December 18, 2009 through April 17, 2017.

2. Wages:

The annual salary for employees represented by the Union shall be increased as follows:

- A.** Effective June 18, 2011, the annual salaries in effect on June 17, 2011, shall be increased by one percent (1%).
- B.** Effective June 18, 2012, the annual salaries in effect on June 17, 2012, shall be increased by one percent (1%).
- C.** Effective June 18, 2013, the annual salaries in effect on June 17, 2013, shall be increased by one percent (1%).
- D.** Effective June 18, 2014, the annual salaries in effect on June 17, 2014, shall be increased by one and a half percent (1.50%).
- E.** Effective June 18, 2015, the annual salaries in effect on June 17, 2015, shall be increased by two and a half percent (2.50%).
- F.** Effective June 18, 2016, the annual salaries in effect on June 17, 2016, shall be increased by three percent (3%).

3. Overtime Cap:

The overtime cap will be increased by the annual general wage amounts for the term of this contract.

4. Lump Sum Payment:

A lump sum cash payment in the amount of \$1,000 shall be payable as soon as practicable upon full and final ratification of the Agreement, to those employees who are on the payroll as of the

date of full and final ratification. The lump sum cash payment shall be pensionable, consistent with applicable law.

The lump sum cash payment shall not become part of the employee's base salary rate nor be added to the employee's base salary for the calculation of any salary based benefits including the calculation of future collective bargaining increases.

Employees who were terminated for cause, resigned, retired, or otherwise separated from service prior to the date of full and final ratification of the Agreement shall not be eligible for the lump sum cash payment.

5. Additions to Gross:

- A. Effective June 18, 2016, the Longevity Payment (also as known as "Continuous Service Payment") provided for in Section 5 of the 1997-1999 Memorandum of Understanding shall be increased by three percent (3%).
- B. Effective June 18, 2016, the Night Shift Differential shall be increased by three percent (3%).
- C. Effective June 18, 2016, the Service Increment shall be increased by three percent (3%).

This section does not apply to Recurring Increment Payments (RIPs) that automatically increase with wage increases. In addition, this section does not apply to Service Increments once earned for two (2) years that are rolled into base salary and increased with wage increases.

6. Sick Leave Cash-Out:

Effective December 18, 2016, employees who have completed ten (10) or more years of service shall be granted a sick leave cash out on the basis of one (1) day of terminal leave for each two (2) days of accumulated sick leave, up to a maximum of 120 days of sick leave.

7. Vacation Schedule:

Effective with the January 1, 2017 through December 31, 2017 vacation year, employees, who at the beginning of such vacation year, shall have been employed for more than seventeen (17) years, shall be granted a vacation of twenty-seven (27) days.

8. Death in Family Leave:

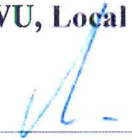
Effective December 18, 2016, Article IX Section 4.0 (a), shall be amended to provide that absences are not to exceed four (4) workdays in the case of death in the immediate family.

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 ITS APPROVAL. IT IS FURTHER AGREED THAT THE PARTIES WILL JOINTLY SEEK SUCH APPROVAL WHERE IT IS REQUIRED.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the ____ day of March 2015.

New York, New York

**FOR: Transit Supervisors Organization
TWU, Local 106, Career & Salary**



Vincent Modafferi
President

3/6/2015

Date

**FOR: New York City Transit Authority/
Manhattan and Bronx Surface
Transit Operating Authority**

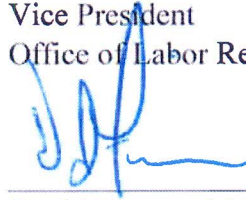


Christopher J. Johnson

3/6/15

Date

Vice President
Office of Labor Relations



David Franceschini
Senior Director
Collective Bargaining

3/6/15

Date