

DC 37, Local 1320 Memorandum of Agreement  
October 26, 2015

WHEREAS, the undersigned parties desire to enter into a collective bargaining agreement, including this 2008-2017 MOA and the successor to the Consent Determination terminating on June 28, 2008 to cover employees represented by the Union;

WHEREAS, the undersigned parties intend by this 2008-2017 MOA to cover all economic matters and to incorporate the terms of this MOA into the Consent Determination and side letters covering the period of June 29, 2008 through October 30, 2017;

WHEREAS, the undersigned parties intend by this 2008-2017 MOA to continue all of the same terms and conditions specified in the Consent Determination terminating on June 28, 2008, except as amended below;

1. General Wage Increases

a. 2008-2010 Round

12/29/2013	2.00% compounded
12/29/2014	1.961% compounded
12/29/2015	2.00% compounded
12/29/2016	1.9605% compounded

b. 2010-2017 Round

12/29/2011	1.00%
12/29/2012	1.00% compounded
12/29/2013	1.00% compounded
12/29/2014	1.50% compounded
12/29/2015	2.50% compounded
12/29/2016	3.00% compounded

2. Lump Sum Payments Stemming from 2008-2010 Round

a. For those continuously employed and active on the date of payment:

7/1/2015 <sup>1</sup>	12.50% (1/8 of amount accrued)
7/1/2017	12.50% (1/7 of amount accrued)
7/1/2018	25.00% (1/3 of amount accrued)
7/1/2019	25.00% (1/3 of amount accrued)
7/1/2020	25.00% (remainder of amount)

b. Retirees shall receive lump sum payments based on the same schedule as actives, as set forth in Section 2(a), above.

c. For those 23 employees who deceased while in active service since the start of this Agreement:

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<sup>1</sup> This payment will be scheduled for February 1, 2016, assuming this MOA has been ratified on or before December 1, 2015.

As soon as practicable after ratification, a single lump sum payment will be made to each eligible employee's estate, equal to the amount they would have received if they had received 4% increases on 6/29/08 and 6/29/09, compounded.

- d. Employees promoted from this bargaining unit to the Stationary Engineer (Electric) bargaining unit from June 29, 2008 through June 30, 2020 shall be considered "continuously employed" for purposes of Section 2(a) above.
- e. It is the intent of the Agreement that retirees and actives continuously employed as of the dates of payout and up to and including the final payment date of July 1, 2020, after having received all the lump sum payments, shall have received the total amount of lump sum cash equal to the amount they would have received if they had received 4% increases on 6/29/08 and 6/29/09, compounded.

3. Authorized Absences

Effective January 1, 2016, the paid leave benefits set forth in Article III, Sections 1(a-f) of Comptroller's Appendix A shall apply.

4. Health Savings

The May 5, 2014 letter agreement regarding health savings and welfare fund contributions between the Municipal Labor Committee and the City will be attached as an Appendix and is deemed to be part of this MOA.

5. Duration

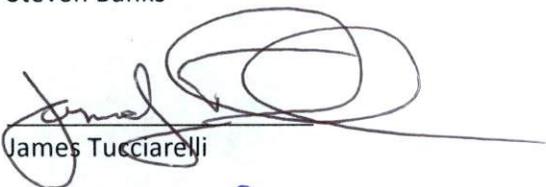
This agreement shall be effective from June 29, 2008 through October 30, 2017.

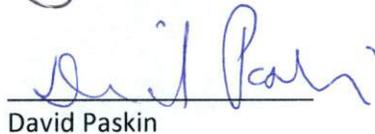
6. Ratification

This agreement is subject to ratification by the Union.

AGREED AND ACCEPTED:

  
Steven Banks

  
James Tucciarelli

  
David Paskin