

2010-2018 LOCAL 1042 MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT entered into this 19 day of May 2015, by and between the undersigned Pavers and Road Builders District Council, Local 1042 (the "Union"); and the City of New York (the "City").

WHEREAS, the undersigned parties desire to enter into a collective bargaining agreement, including this *2010-2018 MOA* and the agreement successor to the one terminating on October 14, 2010 to cover the employees represented by the Union;

WHEREAS, the undersigned parties intend by this *2010-2018 MOA* to cover all economic and non-economic matters and to incorporate the terms of this *2010-2018 MOA* into the *Successor Separate Unit Agreement*, covering the period from October 15, 2010 through June 17, 2018;

WHEREAS, the undersigned parties intend by this *2010-2018 MOA* to continue all of the same terms and conditions specified in the *Separate Unit Agreement*, including applicable side letters, terminating on October 14, 2010, except as modified or amended below,

NOW, THEREFORE, it is jointly agreed as follows:

1. The term of the Agreement shall be from October 15, 2010 through June 17, 2018.
2. General Wage Increases
 - a.
 - i. Effective April 15, 2012, Employees shall receive a general increase of 1.00%.
 - ii. Effective April 15, 2013, Employees shall receive a general increase of 1.00%.
 - iii. Effective April 15, 2014, Employees shall receive a general increase of 1.00%.
 - iv. Effective April 15, 2015, Employees shall receive a general increase of 1.50%.
 - v. Effective April 15, 2016, Employees shall receive a general increase of 2.50%.
 - vi. Effective April 15, 2017, Employees shall receive a general increase of 3.00%.

b. Part-time per annum, per session, hourly paid and part-time per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in Section 2a on the basis of computations heretofore utilized by the parties for all such Employees.

c. The general increases provided for in Section 2a above shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on the day prior to the general increase, e.g. the general increase provided for in Section 2 a.i shall be based on the base rates (including salary or incremental salary schedules) of the applicable titles in effect on April 14, 2012.

d. The general increases shall be applied to the base rates, incremental salary levels and the minimum "hiring rates", minimum "incumbent rates" and maximum rates (including levels) if any, fixed for the applicable titles.

3. Longevity Increment

The longevity increment identified in Article III, Section 9 of the Collective Bargaining Agreement shall be amended to include the following:

Effective July 1, 2015, employees with 20 years or more of "City" service in pay status who are not in a title already eligible for a longevity differential or service increment established by the Salary Review or Equity Panel shall receive in addition to the longevity increment set forth in subsection 9 a. above a longevity increment of \$500 per annum, for a total of \$1,000 per annum.

4. Uniform Allowance

Effective July 1, 2015, employees covered by this Agreement shall receive a pro-rated annual uniform allowance in the amount of \$500 per annum.

5. Ratification Bonus

A lump sum cash payment in the amount of \$1,000, pro-rated for other than full-time employees, shall be payable as soon as practicable upon ratification of the Agreement to those employees who are on payroll as of the date of ratification. The lump sum cash payment shall be pensionable, consistent with applicable law.

a. Part-time per annum and full-time per diem Employees shall receive a pro-rata lump sum cash payment the computation of which shall be based on service during the period from May 1, 2014 through April 30, 2015.

b. Part-time per annum, part-time per diem (including seasonal appointees), per session, hourly paid Employees and Employees whose normal work year is less than a full calendar year shall

receive a pro-rata portion of the lump sum cash payment based on their regularly scheduled hours and the hours in a full calendar year.

- c. The lump sum cash payments shall not become part of the Employee's basic salary rate nor be added to the Employee's basic salary for the calculation of any salary based benefits including the calculation of future collective bargaining increases.
- d. For circumstances that were not anticipated by the parties, the First Deputy Commissioner of Labor Relations may elect to issue, on a case-by-case basis, interpretations concerning the application of Section 5 of the *2010-2018 MOA*. Such case-by-case interpretations shall not be subject to any dispute resolution procedures as per past practice of the parties.

6. Conditions of Payment

- a. The lump sum cash payment pursuant to Section 5. of this *2010-2018 MOA* shall be payable as soon as practicable upon ratification of this *2010-2018 MOA*.
- b. The general increases pursuant to Section 2a.i, 2a.ii., 2a.iii, and 2a.iv of this *2010-2018 MOA* shall be payable as soon as practicable upon execution of this *2010-2018 MOA*.
- c. The general increases pursuant to Section 2a.v and 2a.vi of this *2010-2018 MOA* shall be payable as soon as practicable after the effective date of such increases.

7. Nothing contained in this current Agreement shall preclude the parties from their continuing discussions to identify, review, recommend and develop initiatives that will generate workplace savings, maximize the potential of the City workforce and ensure the provision of essential services, while at the same time providing increased compensation for the workforce. The parties must conclude all discussions regarding this Section no later than 24 months after the date of ratification of the Agreement unless the parties have mutually agreed to extend the deadline. Any claim that either party has of **enforcement** of a mutually agreed upon savings proposal shall be submitted to an expedited arbitration panel with the assistance of the Office of Collective Bargaining. The expedited arbitration panel shall not be used to decide the substance, merit or value of either of the parties' specific savings proposals. The final general wage increase in this Agreement as stated in Section 2a.vi shall not be paid unless and until these discussions are completed by the parties or unless the parties mutually agree to extend the deadline.

8. Prohibition of Further Economic Demands

Except as provided for in Section 7, no party to this agreement shall make additional economic demands during the term of the *2010-2018 MOA* or during the negotiations for the *Successor Unit Agreement*.

9. Health Savings and Welfare Fund Contributions

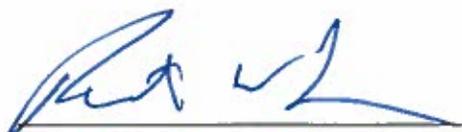
The May 5, 2014 Letter Agreement regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee, will be attached as an Appendix, and is deemed to be part of this *2010-2018 MOA*

10. The final general wage increase in this Agreement as specified in Section 2a.vi shall not be paid unless and until there is a signed separate unit agreement.

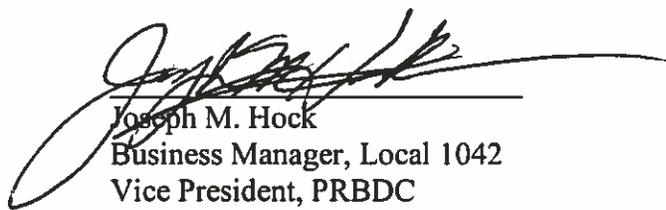
11. This Memorandum of Agreement is subject to Union ratification.

FOR THE CITY OF NEW YORK:

FOR PRBDC LOCAL 1042:



Robert W. Linn
Commissioner of Labor Relations



Joseph M. Hock
Business Manager, Local 1042
Vice President, PRBDC

DATE: 5/19/15

DATE: 5/18/15