

2010-2018 LOCAL 246 MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT entered into this 7 day of July, 2015, by and between the undersigned Service Employees International Union Local 246 (“Local 246” or the “Union”); and the City of New York (the “City”).

WHEREAS, the undersigned parties desire to enter into collective bargaining agreements/determinations, including this *2010-2018 LOCAL 246 MOA* and the successor agreements/determinations (“*Successor Separate Unit Agreements*”) to cover the employees represented by the Union (“Employees”);

WHEREAS, the undersigned parties intend by this *2010-2018 LOCAL 246 MOA* to cover all economic matters and to incorporate the terms of this *2010-2018 LOCAL 246 MOA* into the *Successor Separate Unit Agreements*;

WHEREAS, the undersigned parties intend by this *2010-2018 LOCAL 246 MOA* to continue all of the same terms and conditions specified in the *Separate Unit Agreements*, including applicable side letters, except as modified or amended below,

NOW, THEREFORE, it is jointly agreed as follows:

1. Applicability

This 2010-2018 Local 246 MOA shall apply to the following collective bargaining units:

- CBU 033 Letterers and Sign Painters
- CBU 070 Carriage Upholsterers
- CBU 095 Auto Mechanics et al
- CBU 096 Automotive Service Workers et al
- CBU 143 Rubber Tire Repairers
- CBU 144 Sheet Metal Workers
- CBU 164 Door Stop Maintainers

2. The term of the Agreement shall be eighty-eight (88) months¹, as follows:

Unit	Start Date	End Date
Letterers and Sign Painters	March 25, 2010	July 24, 2017
Carriage Upholsterers	March 16, 2010	July 15, 2017
Auto Mechanics et al	May 31, 2010	September 30, 2017
Automotive Service Workers et al	August 7, 2010	December 6, 2017
Rubber Tire Repairers	March 16, 2010	July 15, 2017
Sheet Metal Workers	October 17, 2010	February 16, 2018
Door Stop Maintainers	March 16, 2010	March 15, 2017

¹ Except that Door Stop Maintainers' term shall be eighty-four (84) months

3. General Wage Increases

a.

i. Effective on the first day of the 19th month, Employees shall receive a general increase of 1.00%.

ii. Effective on the first day of the 31th month, Employees shall receive a general increase of 1.00%.

iii. Effective on the first day of the 43rd month, Employees shall receive a general increase of 1.00%.

iv. Effective on the first day of the 55th month, Employees shall receive a general increase of 1.50%.

v. Effective on the first day of the 67th month, Employees shall receive a general increase of 2.50%.

vi. Effective on the first day of the 79th month, Employees shall receive a general increase of 3.00%.

vii. For Door Stop Maintainers only, on the first day of the 79th month, Employees shall receive a general increase of 0.056%

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 3a on the basis of computations heretofore utilized by the parties for all such Employees.

c. The general increases provided for in Section 3a 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.

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.

4. 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. Full-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 July 1, 2014 through June 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 4 of the 2010-2018 LOCAL 246 MOA. Such case-by-case interpretations shall not be subject to any dispute resolution procedures as per past practice of the parties.

5. Longevity Differential

Effective August 7, 2017, a Section 10 shall be added to Article III of the Automotive Service Worker Collective Bargaining Agreement to include the following:

- (a) Employees in the title of Autobody Worker (Title Code 92501) shall receive the following longevity differential based on years of service within the occupational group:

<u>After 5 years of service</u>	<u>After 10 years of service</u>
\$500	\$1300

- (b) The Longevity Differentials set forth in this Section 10 shall not become part of the basic salary rate and shall not be pensionable until they have been received by the Employee for two years. The longevity shall be effective on the January 1st, April 1st, July 1st, or October 1st immediately following the Employee's anniversary date.

6. Annual Leave

Effective May 31, 2017, the determination for Auto Mechanics shall include an extra 3 days per year for employees hired on or after August 1, 2006 in the 8th year of service, for a total of 23 days per year.

Each separate unit agreement will include the applicable monthly annual leave accrual. For example, Auto Mechanics hired on or before July 31, 2006 in the 8th year of service shall accrue 16 hours and 40 minutes per month.

Except as identified in this section, all annual and sick leave accruals shall remain unchanged.

7. Annuity

The annuity contributions shall be increased as follows:

Unit	Effective Date	Daily Increase
Letterers and Sign Painters	9/25/16	\$0.22
	3/25/17	\$1.99
Carriage Upholsterers	9/16/16	\$0.23
	3/16/17	\$2.08
Auto Mechanics et al	11/30/16	\$0.28
	5/31/17	\$0.71
Automotive Service Workers et al	2/7/17	\$0.15
	8/7/17	\$0.34
Sheet Metal Workers	4/17/17	\$0.33
	10/17/17	\$0.73

8. Additional Compensation Funds

Effective March 16, 2017, the Rubber Tire Repairers shall have available funds not to exceed 0.58% to purchase recurring benefits, mutually agreed to by the parties, other than to enhance the general wage increases set forth in Section 3. The funds available shall be based on the December 31, 2011 payroll, including spinoffs and pensions. If the parties are not able to mutually agree on the recurring benefit, the 0.58% shall be used as an annuity increase effective 3/16/17.

9. Release Time

The parties agree that the union shall be allotted an additional four (4) days per week of paid release pursuant to Executive Order 75. Three days per week have been funded by the Auto Mechanics and one day per week has been funded by the Sheet Metal Workers.

10. Outside NYC Employees

Effective May 31, 2017, the "Outside New York City" wage rate shall be eliminated, and all Auto Mechanics shall be paid the applicable Auto Mechanic wage rate.

11. Conditions of Payment

- a. The lump sum cash payment pursuant to Section 4. of this *2010-2018 LOCAL 246 MEA* shall be payable as soon as practicable upon ratification of this *2010-2018 LOCAL 246 MEA*.
- b. The general increases pursuant to Section 3a.i and 3a.ii, 3a.iii, and 3a.iv of this *2010-2018 LOCAL 246 MEA* shall be payable as soon as practicable upon execution of this *2010-2018 LOCAL 246 MEA*.
- c. The general increases pursuant to Section 3a.v of this *2010-2018 LOCAL 246 MEA* shall be payable as soon as practicable after the effective date of such increases.
- d. The general increase provided in Section 3a.vi of this *2010-2018 LOCAL 246 MEA* shall be payable as soon as practicable upon the execution of the successor unit agreement.

12. Prohibition of Further Economic Demands

Except as provided for in Section 13(i), no party to this agreement shall make additional economic demands during the term of the *2010-2018 LOCAL 246 MOA* or during the negotiations for the *Successor Unit Agreement*.

13. Non-Economic Provisions

i. Gainsharing

(a)

The City agrees to take all necessary steps to safeguard all tools and tool cabinets, brought on its property by the members of Local 246, SEIU, in the following titles: Auto Mechanic, Auto Mechanic (Diesel), Auto Machinist, Electrician (Automobile), Automotive Service worker Level 1 and 2, Auto Body Worker, Marine Maintenance Mechanic (Level 1 and 2), Oil Burner Specialist, Machinist, and Machinist's Helper.

To the extent that there are issues at agencies and/or facilities regarding the appropriate safeguarding of personal equipment, the parties shall form a joint labor-management committee to quickly address those concerns.

(b)

In addition, nothing in this 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. These

discussions may include proposals related to the use of personal equipment to increase worker productivity and efficiency.

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.

(c)

This provision shall not be construed to change any existing policies, practices, or procedures relating to Local 246 members bringing their own tools into the workplace.

ii. 5-Minute Grace Period

- a. Every employee is obligated to report for work as scheduled.
- b. Except for the employees described in subsection c below, there shall be a grace period of five minutes at the beginning of the work shift. When an employee's lateness extends beyond the five-minute grace period, the full period of time between the scheduled reporting time and the actual reporting time shall be charged against such employee (e.g. an employee whose starting time is 9:00 a.m. who reports to work at 9:05 a.m. would not be "late," but such an employee with such a starting time who reports to work at 9:06 a.m. would be charged with six (6) minutes of lateness).
- c. The following employees shall not be entitled to the five-minute grace period described in subsection b above: employees whose positions require, in the event of late reporting for work, that another be held over from a previous shift or be called in to substitute for the late employee, at premium rates of pay.

iii. Provisional Due Process

The parties agree that the provisions of the "Provisional Due Process Procedure" negotiated by DC37 and the City shall be applicable to Local 246 members employed at mayoral agencies.

14. Health Savings and Welfare Fund Contributions

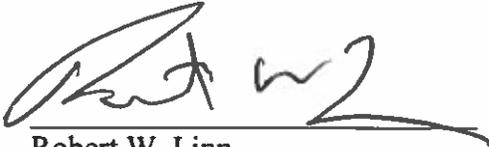
The May 5, 2014 Letter Agreement regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee, will be attached as an Appendix, and is deemed to be part of this *2010-2018 LOCAL 246 MEA*

15. The final general wage increase in this Agreement as specified in Section 3a.vi shall not be paid unless and until there is a signed separate unit agreement/determination.

16. This Memorandum of Agreement is subject to union ratification.

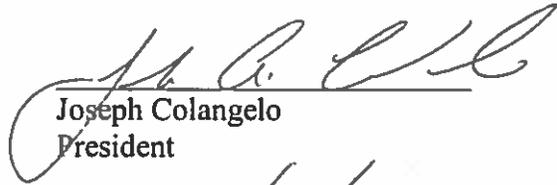
FOR THE CITY OF NEW YORK:

FOR SEIU LOCAL 246:



Robert W. Linn
Commissioner of Labor Relations

DATE: 7/7/15



Joseph Colangelo
President

DATE: 7/7/15