

2016-2020 Memorandum of Agreement
Stationary Engineer (Electric) & Senior Stationary Engineer (Electric)
Local 3, International Brotherhood of Electrical Workers and
the City of New York

1. Term: 3 years and 7 months (43 months)

9/1/16 – 3/31/20

2. General Wage Increases

- a. The general wage increases shall be effective as of the dates set forth below:

	<u>Effective Date</u>	<u>General Wage Increases</u>
i.	September 1, 2016	2.00%
ii.	September 1, 2017	2.25% compounded
iii.	October 1, 2018	3.00% compounded

- b. The general wage increases set forth above shall be applied to the hourly base wage rates, premium rates (overtime, weekend, and holiday rates), and plant designation rates.

3. Conditions of Payment

The general wage increases pursuant to Sections 2.a.i.,ii.iii, and Section 2.b. of this *2016-2020 Stationary Engineer (Electric) and Senior Stationary Engineer (Electric) Memorandum of Agreement* ("MOA") shall be paid, both retroactively and prospectively, as soon as practicable upon the ratification of this MOA.

4. Prohibition of Further Economic Demands

No party to this agreement shall make additional economic demands during the term of this MOA.

5. Health Savings and Welfare Fund Contributions

The May 5, 2014 and June 28, 2018 letter agreements 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 are deemed to be part of this MOA.

Effective July 1, 2017 there shall be a \$162.50 per annum (active and retiree) increase to the welfare fund contribution, from \$1,575 to \$1,737.50 per annum.

Effective July 1, 2018 there shall be a \$168.75 per annum (active and retiree) increase to the welfare fund contribution, from \$1,737.50 to \$1,906.25 per annum.

6. Paid Family Leave

The parties agree to "opt in" to the New York State Paid Family Leave Program, as implemented by the City of New York, as soon as practicable following the ratification of this MOA and agree to take the necessary steps to implement.

7. Direct Deposit

Effective the day after this agreement is ratified, the employer may require that all newly hired employees be paid exclusively through direct deposit or electronic funds transfer. For employees on direct deposit, the employer may provide pay stubs electronically except where the employee has requested in writing to receive a printed pay stub.

Further, the parties shall work together regarding incumbent employees' enrollment in direct deposit, with the objective of 100% of employees being paid electronically.

8. Continuation of Terms

The terms of the predecessor consent determinations and related agreements shall be continued except as modified pursuant to this MOA and the side letters hereto.

FOR THE CITY OF NEW YORK

FOR LOCAL 3, IBEW

BY: 
RENEE CAMPION
Commissioner of Labor Relations

BY: 
SEAN FITZPATRICK
Business Representative

Dated: April 25, 2019



Office of Labor Relations

40 Rector Street, New York, NY 10006-1705
nyc.gov/olr

Renee Campion
Commissioner
Steven H. Banks
First Deputy Commissioner
General Counsel

Claire Levitt
Deputy Commissioner
Health Care Cost Management
Georgette Gestely
Director, Employee Benefits Program

April 26, 2019

Mr. Sean Fitzpatrick
Business Representative
Local 3, I.B.E.W.
158-11 Harry Van Arsdale Jr. Avenue
Flushing, NY 11365

**Re: Wages
Senior Stationary Engineers (Electric)**

Dear Mr. Fitzpatrick:

This letter serves to confirm the parties' agreement regarding wages to be paid to Senior Stationary Engineers (Electric).

During the period covered by the parties' Memorandum of Agreement ("MOA"), September 1, 2016 through March 31, 2020, all positions held by Senior Stationary Engineers (Electric) ("SSEs") at the Department of Environmental Protection ("DEP") have been and will continue to be designated as C+ or D+, and the general wage increases referenced in paragraphs 2.a.i,ii, and iii of the MOA shall apply to, among other things, the additional amounts to be paid to SSEs C+ and SSEs D+ during the covered period, irrespective of the DEP plants in which those employees worked or will work during the covered period. For the sake of clarity, the foregoing shall apply from September 1, 2016 through March 31, 2020.

If the above accords with your understanding, kindly execute the signature line provided below.

Very truly yours,

Renee Campion

AGREED AND ACCEPTED ON BEHALF
OF LOCAL 3, IBEW:

BY:

SEAN FITZPATRICK
Business Representative



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Flushing, NY 11365

**Re: Provisional Due Process
Stationary Engineers (Electric) & Senior Stationary
Engineers (Electric)**

Dear Mr. Fitzpatrick:

This letter serves to confirm the parties' agreement regarding due process rights for provisional employees.

The parties agree that all terms of the "Disciplinary Procedure for Provisional Employees," as set forth in the agreements between DC 37 and the City of New York dated August 30, 2011 and April 27, 2018, and any successor agreements shall be applicable to employees in the titles of Stationary Engineer (Electric) and Senior Stationary Engineer (Electric) in Mayoral agencies.

If the above accords with your understanding, kindly execute the signature line provided below.

Very truly yours,



Renee Camplon

AGREED AND ACCEPTED ON BEHALF
OF LOCAL 3, IBEW:

BY: 
SEAN FITZPATRICK
Business Representative