

2018-2022 Memorandum of Agreement Local 300, SEIU and the City of New York

MEMORANDUM OF AGREEMENT entered into on September 25, 2018 (“*2018-2022 Local 300 MOA*”) by and between the undersigned Local 300, SEIU (the “Union”) and the City of New York (the “City”).

WHEREAS, the undersigned parties desire to enter into a collective bargaining agreement, including this *2018-2022 Local 300 MOA*, and the successor agreement to the agreement terminating on June 22, 2018 (the “*2011-2018 Assistant Buyers Agreement*”), to cover the employees represented by the Union (“Employees”);

WHEREAS, the undersigned parties intend by this *2018-2022 Local 300 MOA* to cover all economic and non-economic matters and to incorporate the terms of this *2018-2022 Local 300 MOA* into the *Successor Unit Agreement* covering the period from June 23, 2018 to February 22, 2022;

WHEREAS, the undersigned parties intend by this *2018-2022 Local 300 MOA* to continue all of the same terms and conditions specified in the *2011-2018 Assistant Buyers Agreement*, including applicable side letters terminating on June 22, 2018, except as modified or amended below;

NOW, THEREFORE, it is jointly agreed as follows:

1. The term of the agreement shall be forty-four (44) months from June 23, 2018 to February 22, 2022.
2. General Wage Increases
 - a.
 - i. Effective June 23, 2018, Employees shall receive a general increase of 2.00%.
 - ii. Effective June 23, 2019, Employees shall receive a general increase of 2.25%.
 - iii. Effective July 23, 2020, 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 2 on the basis of computations heretofore utilized by the parties for all such Employees.
 - c. The general increase provided for in Section 2 a. i. above shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on June 22, 2018.

- d. The general increase provided for in Section 2 a. ii. above shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on June 22, 2019.
- e. The general increase provided for in Section 2 a. iii. above shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on July 22, 2020.
- f. The general increase shall be applied to the base rates, incremental salary levels and the minimum "hiring rates," minimum "incumbent rates" and maximum rates (including level) if any, fixed for the applicable titles.
- g. Notwithstanding the provision set forth in Section 2 a. i., ii., and iii., the appointment rate for any employee newly hired on or after June 23, 2018 shall be in accordance with Article III, Section 4 ("New Hires") of the *2011-2018 Assistant Buyers Agreement*.

3. Additions-to-Gross

The general wage increases in section 2 a.i., ii., and iii. shall not apply to "additions-to-gross." "Additions to gross" shall be defined to include uniform allowances, equipment allowances, transportation allowances, uniform maintenance allowances, assignment differentials, service increments, longevity differentials, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials.

4. Conditions of Payment

- a. The general wage increase pursuant to Section 2.a.i. of this MOA shall be payable as soon as practicable upon the execution of this MOA.
- b. The general wage increase pursuant to Sections 2.a.ii. and 2. a. iii. of this MOA shall be payable as soon as practicable after the effective date of such increases of this MOA.

5. Annuity

a. Effective April 23, 2020, Article III, Section 12 a. and b. of the *Assistant Buyers Agreement* shall be amended to include an additional annuity contribution on behalf of each employee for all titles in the collective bargaining unit, in the amount of six hundred eighty-five dollars and forty-one cents (\$685.41) per annum for a new total amount not exceed two thousand seven hundred eighteen dollars (\$2718) per annum. This amount shall be paid consistent with terms of Article III, Section 12 a. and b. of the *2011-2018 Assistant Buyers, et al. Agreement*.

This section 5.a. is not applicable to the titles Administrative Procurement Analyst (Non-Managerial) and Administrative Quality Assurance Specialist (Non-Managerial).

b. Effective April 23, 2020, Article III, Section 12 c. and d. of the *Assistant Buyers Agreement* shall be amended to include an additional annuity contribution on behalf of the Administrative Procurement Analyst (Non-Managerial) and Administrative Quality Assurance Specialist (Non-

Managerial) titles, in the amount of six hundred eighty-five dollars and forty-one cents (\$685.41) per annum for a new total amount not to exceed one thousand one hundred seventy dollars (\$1170) per annum. This amount shall be paid consistent with terms of Article III, Section 12 c. and d. of the *2011-2018 Assistant Buyers, et al. Agreement*.

6. Prohibition of Further Economic Demands

No party to this agreement shall make additional economic demands during the term of this MOA or during the negotiations for the applicable *Successor Unit Agreement*.

7. 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 is deemed to be part of this MOA.

8. Paid Family Leave

The parties agree to work together to “opt in” to the New York State Paid Family Leave Program as soon as practicable following the ratification of this MOA and agree to take the necessary steps to implement.

9. Continuation of Terms

The terms of the predecessor separate unit agreement shall be continued except as modified pursuant to this *2018 -2022 Local 300 MOA*.

10. Direct Deposit

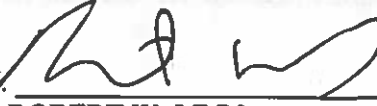
Effective the day after this agreement is ratified, the Employer may require all newly hired employees be paid exclusively through direct deposit of electronic funds transfer. For Employees on direct deposit, the employer may provide pay stubs electronically except where the employee had requested in 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.


11. Approval of Agreement

This Agreement is subject to union ratification.

FOR THE CITY OF NEW YORK

BY: 
ROBERT W. LINN
Commissioner of Labor Relations

FOR LOCAL 300, SEIU

BY: 
JAMES GOLDEN
President

September 25, 2018