

2010-2017 MEMORANDUM OF AGREEMENT
LOCAL 621 SEIU AND THE CITY OF NEW YORK

MEMORANDUM OF AGREEMENT entered into this ~~24~~ day of March, 2017, by and between the undersigned Local 621, Service Employees International Union (the "Union") and the City of New York (the "City").

WHEREAS, the Impasse Panel in OCB Case Number I-262-14 has issued a report and recommendation regarding the agreement successor to the one terminating on March 12, 2010 to cover the employees represented by the Union;

WHEREAS, both parties have accepted the report and recommendation of the Impasse Panel for the contract period of March 13, 2010 through March 12, 2017 (10/31/2010-10/30/2017 for Deputy Directors), and agreed upon the terms for implementation of the report and recommendation;

NOW, THEREFORE, it is jointly agreed as follows:

1. **Term**: 3/13/2010 – 3/12/2017 (For all titles except Deputy Directors)
10/31/2010 – 10/30/2017 (For Deputy Directors)

2. **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 to those employees who were on payroll as of February 1, 2017. The lump sum cash payment shall be pensionable, consistent with applicable law.

- a. 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.
- b. 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 2 of the *2010-2017 Local 621 SEIU MOA*. Such case-by-case interpretations shall not be subject to any dispute resolution procedures as per past practice of the parties.

3. **General Wage Increases**

- a. For Employees other than Deputy Directors:
 - i. Effective September 13, 2011, Employees shall receive a general increase of 0.915%.

- ii. Effective September 13, 2012, Employees shall receive a general increase of 1.00%.
 - iii. Effective September 13, 2013, Employees shall receive a general increase of 1.00%.
 - iv. Effective September 13, 2014, Employees shall receive a general increase of 1.50%.
 - v. Effective September 13, 2015, Employees shall receive a general increase of 2.415%.
 - vi. Effective September 13, 2016, Employees shall receive a general increase of 3.00%.
- b. For Deputy Directors:
- i. Effective April 30, 2012, Employees shall receive a general increase of 0.915%.
 - ii. Effective April 30, 2013, Employees shall receive a general increase of 1.00%.
 - iii. Effective April 30, 2014, Employees shall receive a general increase of 1.00%.
 - iv. Effective April 30, 2015, Employees shall receive a general increase of 1.50%.
 - v. Effective April 30, 2016, Employees shall receive a general increase of 2.415%.
 - vi. Effective April 30, 2017, Employees shall receive a general increase of 3.00%.
- c. 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 and 3b on the basis of computations heretofore utilized by the parties for all such Employees.
- d. The general increases provided for in Section 3a and 3b 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 3 a.i shall be based on the base rates (including salary or incremental salary schedules) of the applicable titles in effect on September 12, 2011.

e. 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.

f. Titles certified to the bargaining unit during the term of this MOA shall receive only those general wage increases which occur after the date of certification.

4. Additions to Gross

Effective September 13, 2016, the general increase provided for in section 3a.vi shall be applied to “additions to gross.” “Additions to gross” shall be defined to include uniform allowances, equipment allowances, transportation allowances, uniform cleaning allowance, assignment differentials, service increments, longevity differentials, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials.

5. Conditions of Payment

- i. The lump sum cash payment pursuant to Section 2. of this *2010-2017 Local 621 SEIU MOA* shall be payable as soon as practicable upon execution of this *2010-2017 Local 621 SEIU MOA*.
- ii. The general increases pursuant to Section 3a. i., ii., iii., iv., v., and vi. and Section 3b. i., ii., iii., iv., v., and vi. of this *2010-2017 Local 621 SEIU MOA* shall be payable as soon as practicable upon execution of this *2010-2017 Local 621 SEIU MOA*.

6. Release Position

The annual wage paid by the City to the employee on full-time union release shall be as indicated below:

<u>Effective Date</u>	<u>Annual Wage</u>
March 13, 2010	\$111,624
September 13, 2011	\$135,446
September 13, 2012	\$137,851
September 13, 2013	\$139,228
September 13, 2014	\$141,317
September 13, 2015	\$152,903
September 13, 2016	\$159,327

As mandated by the Impasse Panel's report and recommendation, the wage increases for the employee on full-time release pursuant to this Section 7 have been fully funded by the Union within the pattern economic agreement.

7. Salary Range for Newly Certified Titles

The titles of Director of Motor Transport (Police Department) and Director of Motor Equipment Maintenance (Sanitation) (Non-Managerial) (the "Director titles") were certified to the Local 621 bargaining unit effective November 16, 2011 and November 10, 2015 respectively. The employees who occupied these titles since certification will receive all increases described in Section 3 herein that became effective after their titles were so certified.

Although not applicable to any of the employees in the Director titles during the relevant bargaining period, the minimum and maximum salaries for these titles effective September 13, 2016 shall be as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Director of Motor Transport (Police Department)	\$142,099	\$156,663
Director of Motor Equipment Maintenance (Sanitation) (Non-Managerial)	\$145,100	\$167,293


8. 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 2010-2017 Local 621 SEIU MOA.


9. Continuation of Terms and Prohibition of Further Demands

The parties agree to continue all terms and conditions of employment contained in the 2008-2010 Local 621 SEIU/City of New York Collective Bargaining Agreement, including all side letters, except as modified by the Impasse Panel's Report and Recommendation and this MOA, and will not seek any further demands on any subject of bargaining for the term of this MOA.

FOR THE CITY OF NEW YORK

BY: 
ROBERT W. LINN
Commissioner of Labor Relations

FOR LOCAL 621, SEIU

BY: 
JOSEPH GIATTINO
President, Local 621 SEIU