

**2019-2023 Memorandum of Agreement**  
**Electrician**  
**Local 3, International Brotherhood of Electrical Workers and**  
**the City of New York**

1. **Term:** 3 years and 8 months (44 months)

7/11/19 – 3/10/23

2. **General Wage Increases**

<u>Effective Date</u>	<u>General Wage Increases</u>
a. July 11, 2019	2.00%
b. July 11, 2020	2.25% compounded
c. August 11, 2021	3.00% compounded

3. **Conditions of Payment**

- a. The general wage increase pursuant to Sections 2.a. of this *2019-2023 Electrician Memorandum of Agreement* ("MOA") shall be payable as soon as practicable upon the execution of this MOA.
- b. The general wage increases pursuant to Section 2.b. and 2.c. of this MOA shall be payable as soon as practicable after the effective date of such increase.

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 May 11, 2020 there shall be a \$162.50 per annum (active and retiree) increase to the welfare fund contribution.

Effective May 11, 2021 there shall be a \$168.75 per annum (active and retiree) increase to the welfare fund contribution.

6. Special Electrician Differential

Effective February 11, 2020, there shall be an assignment differential of \$2.87 per hour for employees who hold a Special Electrician license and are designated by their agency as the agency's license-holder.

7. Floating Holiday

Effective calendar year 2021, Lincoln's Birthday shall be converted to a floating holiday. Use of the floating holiday will be pursuant to the rules contained in the Citywide collective bargaining agreement concerning floating holidays.

8. Compensatory Time Option

As soon as practicable, employees shall have the option of compensatory time or cash compensation for overtime, subject to applicable law, including the Fair Labor Standards Act. Overtime compensated in compensatory time will be compensated at the same rate and under the same rules as overtime compensated in cash.

Any agency which determines that the option of compensatory time would cause operational issues may continue to compensate overtime solely in cash, or may deny requests for compensatory time in lieu of cash due to operational concerns.

At the New York City Housing Authority, the accrued balance of compensatory time shall be capped at 240 hours per employee.

9. 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 execution of this MOA and agree to take the necessary steps to implement.

10. 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.

11. NYCHA Alternative Work Schedules

- a. The New York City Housing Authority shall have the right to establish the following alternative work schedules ("AWS"):

- i. Support Services Helpers, Electricians, and Supervisors
    1. 6:00 a.m. to 3:15 p.m. four days a week, with every other weekend included in the regular 35-hour workweek;
    2. 10:45 a.m. to 8:00 p.m. four days a week, with every other weekend included in the regular 35-hour workweek;
  - ii. Borough Electricians Helpers, and Supervisors AWS
    1. 9:45 a.m. to 7:00 p.m. four days a week, with every other Saturday included in the regular 35-hour workweek;
    2. Borough Supervisors who work the Traditional or the 11:30 am – 7:00 pm schedules may have scheduled overtime from 9:45 am – 7:00 pm every fourth Saturday.
- b. The next job pick following ratification of this agreement shall include the opportunity for employees (Electricians, Helpers, and Supervisors) to pick an alternate work schedule by seniority, pursuant to the following procedure:
- i. Volunteers within each managing department (i.e., support services or borough operations) will be placed on the AWS in seniority order.
  - ii. In the event there are not sufficient employees to staff each shift, NYCHA shall mandate that temporary employees, then provisional employees and lastly new hires are to work the traditional schedule or an AWS, as staffing needs require. For these purposes, an employee recently promoted into a title shall be considered a new hire.
  - iii. In the event there are not sufficient employees to staff each shift after seeking volunteers and mandating New Hires through the process outlined, NYCHA shall mandate that temporary employees,, then provisional employee and lastly new hires in the managing department with the least seniority be moved to the appropriate shift.
  - iv. Assignments, such as, heating, MRST and CCTV that are traditionally excluded from the regular pick shall continue to be excluded, but prior to the pick that includes the AWS, NYCHA shall allow such employees to transfer out of an excluded position, based on seniority, into an assignment subject to the pick to the extent operationally feasible.
  - v. NYCHA's Human Resources Department will have the authority to resolve issues raised by Local 3 represented employees concerning scheduling and location assignments, including but not limited to employee claims of hardship resulting from NYCHA mandating employees hired after the execution of this Agreement to work an AWS. They will consider employee requests for transfers to a different shift and/or location to accommodate

hardships arising out of circumstances including, but not limited to, childcare, eldercare, and education.

c. The following terms shall apply to employees on alternative work schedules:

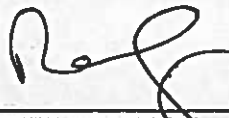
- i. Employees shall work 8 hours and 45 minutes per day, four days per week, compensated at the regular hourly rate of pay. Work in excess of the regularly scheduled 8 hour and 45 minute tours shall be compensated at a rate of one and one-half (1.5x) the regular hourly rate. The union shall execute a waiver of any claim to premium overtime pay for hours between 7 and 8:45 per day that may occur during a status quo period following expiration of this agreement but prior to any subsequent agreement or Comptroller determination.
- ii. Work after 35 straight-time hours per week shall be compensated at a rate of one and one-half (1.5x) the regular hourly rate (e.g., an employee who works 8 hours and 45 minutes per day Monday through Thursday and is called upon to work on Friday would be entitled to 1.5x for all hours worked on Friday).
- iii. Work on Saturdays, Sundays and holidays shall be compensated at the rate of one and one-half (1.5x) the regular hourly rate.
- iv. Between 4 p.m. and 12 midnight there shall be a differential of 17.33% of the hourly rate for all work actually performed during this time period.
- v. Between 12 midnight and 8 a.m. there shall be a differential of 31.4% of the hourly rate for all work actually performed during this time period.
- vi. Employees shall continue to accrue the same leave, in hours and minutes, as employees working traditional schedules.
- vii. Holidays
  1. For employees whose regular work day is scheduled for a holiday and the employee does not report to work on the holiday, NYCHA shall deduct 1.75 hours of leave from the employees annual leave balance in order for the employee to receive a full paycheck for that day. To the extent the employee works on that holiday, they will be compensated pursuant to regular holiday payment rules in addition to their regular paycheck.
  2. If a holiday falls on an employee's regular day off, such employee shall have 7 hours of leave credited to his or her leave balance. To

the extent the employee works on that holiday, they will be compensated pursuant to regular holiday payment rules in addition to their credited leave.

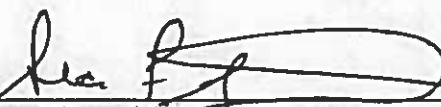
12. Continuation of Terms

The terms of the predecessor Consent Determination and related agreements, including, but not limited to, overtime, night shift, annuity, vacation, sick leave, time and one half (1.5x) pay for Saturdays, Sundays and holidays, for employees on traditional work schedules, and alternative work schedules shall be continued except as modified pursuant to this MOA.

**FOR THE CITY OF NEW YORK**

BY:   
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RENEE CAMPION  
Commissioner of Labor Relations

**FOR LOCAL 3, IBEW**

BY:   
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Sean Fitzpatrick  
Business Representative

Dated: March 3, 2020