2017-2021 Maintenance Workers Memorandum of Agreement
City Employees Local 237, IBT and City of New York – Maintenance Workers

I. Term:

The term of this Agreement shall be from December 17, 2017 through January 1, 2022.

II. Economic Terms
   a. General Wage Increases
      
      | Effective Date | General Wage Increases |
      |----------------|------------------------|
      | i. January 17, 2018 | 2.00% |
      | ii. December 17, 2018 | 2.25% compounded |
      | iii. March 17, 2020 | 3.00% compounded |

   iv. The general wage increases pursuant to Section II(a)(i) and (ii) of this Memorandum of Agreement (MOA) shall be payable as soon as practicable upon the ratification of this MOA.

   v. The general wage increase pursuant to Section II(a)(iii) of this MOA shall be payable as soon as practical after the effective date of such increases of this MOA.

   b. Elimination of New Hire Rate

   i. Effective October 17, 2019, the “New Hire” rate for Maintenance Workers hired on or after March 1, 2006 shall be eliminated, and all such Maintenance Workers shall instead be paid for their first two years in the title at what is currently known as the “Second Year” rate, which will become the “New Hire” rate for such Maintenance Workers going forward.

   c. Overtime

   i. Effective October 17, 2019, work after forty (40) hours in pay status shall be paid at the rate of time and one-half (1-1/2x), in cash. For purposes of this benefit, “hours in pay status” shall include paid holidays and all paid leave, such as annual and sick leave.
d. Night Shift Differential

   i. Effective October 17, 2019, the night shift differential will be paid for scheduled work actually performed between the hours of 8:00 P.M. and 8:00 A.M and shall be increased to $5.00 per shift. Employees will no longer receive a shift differential for scheduled work performed between the hours of 4:00 P.M. and 8:00 P.M. Such differential shall be paid if one or more hours of the scheduled shift falls within the period of 8:00 P.M. to 8:00 A.M.

e. Annuity Fund Increases

   i. Effective October 17, 2019, the Employer’s annuity contribution shall be increased to $6.19 for each paid 8 hour working day and to $7.74 for each 10 hour working day, up to a maximum of $1,615.59 per annum (an additional increase of $107.01).

f. Health Savings and Welfare Fund Contributions

   i. 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 Appendix A and are deemed to be part of this Agreement.

g. Prohibition of Further Economic Demands

   i. No party to this Agreement shall make additional economic demands during the term of this Agreement.

III. Paid Family Leave Benefits Law

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.

New York State Paid Family Leave shall be used concurrently with other leave benefits, such as annual leave and FMLA leave.

The City and the Union shall promptly form a joint labor-management committee to discuss the implementation of this new benefit.
IV. Alternative and Traditional Work Schedules for Maintenance Workers at Developments at the New York City Housing Authority (NYCHA) Only

a. Schedules

i. In accordance with the terms set forth below, Maintenance Workers\(^1\) assigned to a development at NYCHA will work either their traditional schedule, or an alternative work schedule (AWS)\(^2\). The schedule options will include\(^3\):

1. Schedule 0 (approximately 16% of the total development Maintenance Worker workforce)\(^4\)
   a. 8:00 a.m. to 4:30 p.m., Monday-Friday (the “traditional” schedule).

2. Schedule 1 and 2 (approximately 68% of the total development Maintenance Worker workforce)
   a. 8:00 a.m. to 6:30 p.m. four days a week, with every other Saturday included in the regular 40-hour workweek;
   b. 8:30 a.m. to 7:00 p.m. four days a week, with every other Saturday included in the regular 40-hour workweek;

3. Schedule 3 (approximately 16% of the total development Maintenance Worker workforce)
   a. 8:00 a.m. to 6:30 p.m., Monday-Thursday, with Sunday replacing Thursday approximately every three weeks in the regular 40-hour workweek;

ii. Schedule options will be chosen by seniority, by the following process:

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\(^1\) For purposes of Section IV, “Maintenance Worker” shall mean only Maintenance Workers assigned to a development at NYCHA.

\(^2\) For purposes of this agreement, “AWS” shall mean any schedule other than “schedule 0.”

\(^3\) The parties agree that, absent an agreement with Local 237, NYCHA may not change the AWS listed in IV(a)(i)(2) above, including the approximate percentage of Maintenance Worker in the schedule, for the duration of this Agreement. If either party seeks to change the specified schedule 1 or schedule 2, or the percentage of Maintenance Workers collectively in those schedules, it shall so notify the other party, and the parties will engage in good faith discussions to see if an agreement can be reached. Absent an agreement, the schedules 1 and 2 and approximate percentage of Maintenance Workers collectively in those schedules will remain as set forth above.

\(^4\) The parties acknowledge that, because NYCHA will gradually implement the AWSs in select developments, the percentage of Maintenance Workers working AWSs will gradually ramp up to the percentages set forth above.
1. First, NYCHA will place Incumbent Maintenance Workers\textsuperscript{5} volunteers within a consolidation utilizing an AWS into the schedule of their choice, in seniority order, up to the approximate number of Maintenance Workers required for each shift.

2. In the event there are not sufficient Maintenance Workers to staff each shift, NYCHA will place Incumbent Maintenance Worker volunteers from any NYCHA development who choose to transfer into a consolidation utilizing an AWS into the schedule of their choice, in seniority order and in accordance with established procedures, up to the approximate number of Maintenance Workers required for each shift.

3. In the event there are not sufficient Maintenance Workers to staff each shift, NYCHA shall mandate New Hires\textsuperscript{6} to work the traditional shift or an AWS, as staffing needs require, subject to the limitations set forth in Section IV(d)(ii) below.

4. In the event there are not sufficient Maintenance Workers to staff each shift after seeking volunteers and mandating New Hires through the process outlined in Section IV(a)(ii)(1)-(3) above, NYCHA shall mandate that the employee(s) at the development with the least seniority be moved to the appropriate shift.

b. **Weekend Premium**

All Maintenance Workers will receive a premium of 25% (i.e. 1.25x of the straight-time hourly rate) for hours worked on a Saturday within the Maintenance Worker’s regular workweek or 50% (i.e. 1.50x of the straight-time hourly rate) for hours worked on a Sunday within the Maintenance Worker’s regular workweek. The premium paid will be considered part of Maintenance Worker’s base hourly rate of pay on a pro-rata basis and as required by the FLSA for the purpose of calculating overtime and all other contractual benefits.

c. **Meal Periods and Breaks**

Maintenance Workers working a traditional schedule will continue to receive a thirty (30)-minute meal period and two (2) paid fifteen (15)-minute breaks per shift. Maintenance Workers working an AWS will receive a thirty (30)-minute meal period and two (2) paid twenty (20)-minute breaks per shift.

\textsuperscript{5} For the purposes of staffing AWSs, Incumbent Maintenance Workers are Maintenance Workers hired before the ratification of this Agreement.

\textsuperscript{6} For the purposes of staffing AWSs, New Hire Maintenance Workers are Maintenance Workers hired after the ratification of this Agreement.
d. Assignments

i. Incumbent Maintenance Workers

1. Incumbent Maintenance Workers who are assigned to an AWS pursuant to Section IV(a)(ii)(1), (2) and (4) above shall be paid a one-time bonus of $1,500. Such payment shall be paid in full in the first full pay period following the employee beginning an AWS shift. Such payment shall be pensionable and shall be subject to all applicable withholdings.

2. To the extent that an employee resigns, is terminated, transfers out of the AWS, or otherwise fails to work in the AWS for at least one year, the volunteer bonus shall be pro-rated. For example, if the employee works in the AWS for nine months, $375 shall be deducted. An employee who resigns or is terminated shall have the pro-rated portion of the bonus deducted from one paycheck. However, an employee who transfers out of an AWS shall have the pro-rated portion of the bonus deducted as 10% of subsequent gross paychecks until the pro-rated amount has been paid.

3. Incumbent Maintenance Workers who volunteer to work an AWS and do not want to remain on that AWS will be entitled to apply for an ATLS transfer to transfer out of the AWS, at any time within the first six (6) months of beginning the AWS and each year thereafter on their work anniversary. Consistent with the current ATLS process, once a vacancy becomes available, NYCHA will consider requests to transfer out of an AWS schedule, and will give due consideration to such factors as seniority, job qualifications, prior work performance, and the general background of the candidate.

ii. New Hire Maintenance Workers

1. After Incumbent Maintenance Workers have chosen their preferred schedules, New Hires may be mandated to work an AWS.

2. NYCHA must include in its advertisements/job descriptions the fact that New Hires may be mandated to work an AWS.

3. In the event that NYCHA involuntarily transfers a New Hire to a different shift and/or location for the purposes of staffing an AWS, NYCHA will not involuntarily transfer that employee to another shift/location within one (1) year of the involuntary transfer. This limitation will not apply to employees at locations that NYCHA ceases to manage, or to employees who are subject to
administrative transfers in response to instances of workplace violence or as a result of an EEO investigation or disciplinary proceeding.

4. NYCHA will not involuntarily transfer any employee, or threaten to involuntarily transfer any employee, for punitive, arbitrary, retaliatory or coercive reasons. The Labor-Management Committee described in Section IV(f)(i), below, will resolve disputes arising under this provision.

e. Overtime & Transfers

i. All work in excess of 40 hours in pay status will be paid at time-and-one-half premium;

ii. Nothing in this provision shall affect employees’ eligibility rights regarding transfers or the ATLS rights pursuant to Section 34 of the Collective Bargaining Agreement between NYCHA and the union. In the event that a Maintenance Worker hired after the ratification of this Agreement requests a transfer to another shift and/or another development, that transfer request will be honored in accordance with existing ATLS procedures.

f. Additional AWS Components

i. Labor-Management Committee

The Labor-Management Committee established to oversee the implementation of AWS pursuant to the 2018-2021 NYCHA-Local 237 MOA, Section V(f) shall also oversee the implementation of AWSs for Maintenance Workers and resolve disputes that arise concerning the AWS provisions of this Agreement.

ii. In the event that NYCHA seeks to add titles other than Maintenance Workers to the AWS program, NYCHA must negotiate with Local 237 over the terms, conditions and implementation of AWSs for those additional titles.

iii. NYCHA will afford NYCHA residents preference in filling all Maintenance Worker vacancies where practicable. However, nothing herein shall require NYCHA to hold a vacancy open pending the availability of a resident candidate.

iv. Except as explicitly set forth above, all current contractual benefits (e.g. Annuity Fund, etc.) will be preserved.
V. Promotional Opportunities

The parties shall immediately form a labor-management subcommittee comprised of NYCHA, the City, the Union, and the Department of Citywide Administrative Services to continue to discuss promotional opportunities for Maintenance Workers to prevailing wage titles.

VI. Direct Deposit

Effective on the date of ratification, 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.

The parties shall immediately form a labor-management subcommittee to meet and discuss issues of mutual concern related to direct deposit, including but not limited to:

- Ensuring that employees have available cost-free banking options, i.e. free checking accounts;
- Identifying other options for employees to receive pay, including a debit card option;
- Identifying a procedure for manual payments made to employees enrolled in direct deposit, e.g. Commissioner’s checks.

VII. Continuation of Terms

The terms of the predecessor consent determination and related agreements shall be continued except as modified pursuant to this MOA.
VIII. Approval of Agreement

This Agreement is subject to union ratification.

IX. Savings Clause

In the event that any provision of this MOA is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this MOA.

WHEREFORE, we have hereunto set our hands and seals this 5th day of April, 2019.

FOR THE CITY OF NEW YORK

BY: 
RENEE CAMPION
Commissioner of Labor Relations

FOR CITY EMPLOYEES UNION, LOCAL 237, I.B.T.

BY: 
GREGORY FLOYD
President

FOR THE NEW YORK CITY HOUSING AUTHORITY

BY: 
KATHRYN GARCIA
Interim Chair and CEO
May 5, 2014

Harry Nespoli
Chair, Municipal Labor Committee
125 Barclay Street
New York, NY 10007

Dear Mr. Nespoli:

This is to confirm the parties’ mutual understanding concerning the following issues:

1. Unless otherwise agreed to by the parties, the Welfare Fund contribution will remain constant for the length of the successor unit agreements, including the $65 funded from the Stabilization Fund pursuant to the 2005 Health Benefits Agreement between the City of New York and the Municipal Labor Committee.

2. Effective July 1, 2014, the Stabilization Fund shall convey $1 Billion to the City of New York to be used to support wage increases and other economic items for the current round of collective bargaining (for the period up to and including fiscal year 2018). Up to an additional total amount of $150 million will be available over the four year period from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties. Thereafter, $60 million per year will be available from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties.

3. If the parties decide to engage in a centralized purchase of Prescription Drugs, and savings and efficiencies are identified therefrom, there shall not be any reduction in welfare fund contributions.

4. There shall be a joint committee formed that will engage in a process to select an independent healthcare actuary, and any other mutually agreed upon additional outside expertise, to develop an accounting system to measure and calculate savings.
5. The MLC agrees to generate cumulative healthcare savings of $3.4 billion over the course of Fiscal Years 2015 through 2018, said savings to be exclusive of the monies referenced in Paragraph 2 above and generated in the individual fiscal years as follows: (i) $400 million in Fiscal Year 2015; (ii) $700 million in Fiscal Year 2016; (iii) $1 billion in Fiscal Year 2017; (iv) $1.3 billion in Fiscal Year 2018; and (v) for every fiscal year thereafter, the savings on a citywide basis in health care costs shall continue on a recurring basis. At the conclusion of Fiscal Year 2018, the parties shall calculate the savings realized during the prior four-year period. In the event that the MLC has generated more than $3.4 billion in cumulative healthcare savings during the four-year period, as determined by the jointly selected healthcare actuary, up to the first $365 million of such additional savings shall be credited proportionately to each union as a one-time lump sum pensionable bonus payment for its members. Should the union desire to use these funds for other purposes, the parties shall negotiate in good faith to attempt to agree on an appropriate alternative use. Any additional savings generated for the four-year period beyond the first $365 million will be shared equally with the City and the MLC for the same purposes and subject to the same procedure as the first $365 million. Additional savings beyond $1.3 billion in FY 2018 that carry over into FY 2019 shall be subject to negotiations between the parties.

6. The following initiatives are among those that the MLC and the City could consider in their joint efforts to meet the aforementioned annual and four-year cumulative savings figures: minimum premium, self-insurance, dependent eligibility verification audits, the capping of the HIP HMO rate, the capping of the Senior Care rate, the equalization formula, marketing plans, Medicare Advantage, and the more effective delivery of health care.

7. **Dispute Resolution**

   a. In the event of any dispute under this agreement, the parties shall meet and confer in an attempt to resolve the dispute. If the parties cannot resolve the dispute, such dispute shall be referred to Arbitrator Martin F. Scheinman for resolution.

   b. Such dispute shall be resolved within 90 days.

   c. The arbitrator shall have the authority to impose interim relief that is consistent with the parties’ intent.

   d. The arbitrator shall have the authority to meet with the parties at such times as the arbitrator determines is appropriate to enforce the terms of this agreement.

   e. If the parties are unable to agree on the independent health care actuary described above, the arbitrator shall select the impartial health care actuary to be retained by the parties.

   f. The parties shall share the costs for the arbitrator and the actuary the arbitrator selects.
If the above accords with your understanding and agreement, kindly execute the signature line provided.

Sincerely,

[Signature]

Robert W. Linn
Commissioner

Agreed and Accepted on behalf of the Municipal Labor Committee

BY: [Signature]

Harry Nespoli, Chair
June 28, 2018

Harry Nespoli, Chair
Municipal Labor Committee
125 Barclay Street
New York, New York

Dear Mr. Nespoli:

1. This is to confirm the parties’ mutual understanding concerning the health care agreement for Fiscal Years 2019 – 2021:

   a. The MLC agrees to generate cumulative healthcare savings of $1.1 billion over the course of New York City Fiscal Years 2019 through 2021. Said savings shall be generated as follows:
      i. $200 million in Fiscal Year 2019;
      ii. $300 million in Fiscal Year 2020;
      iii. $600 million in Fiscal Year 2021, and
      iv. For every fiscal year thereafter, the $600 million per year savings on a citywide basis in healthcare costs shall continue on a recurring basis.

   b. Savings will be measured against the projected FY 2019-FY 2022 City Financial Plan (adopted on June 15, 2018) which incorporates projected City health care cost increases of 7% in Fiscal Year ("FY") 2019, 6.5% in FY 2020 and 6% in FY 2021. Non-recurring savings may be transferrable within the years FY 2019 through FY 2021 pursuant only to 1(a)(i), 1(a)(ii), 1(a)(iii) above. For example:
      i. $205 million in FY 2019 and $295 million in FY 2020 will qualify for those years’ savings targets under 1(a)(i) and 1(a)(ii).
      ii. $210 million in FY 2019, $310 million in FY 2020, and $580 million in FY 2021 will qualify for those years’ savings targets under 1(a)(i), 1(a)(ii), and 1(a)(iii).
      iii. In any event, the $600 million pursuant to 1(a)(iv) must be recurring and agreed to by the parties within FY 2021, and may not be borrowed from other years.
c. Savings attributable to CBP programs will continue to be transferred to the City by offsetting the savings amounts documented by Empire Blue Cross and GHI against the equalization payments from the City to the Stabilization Fund for FY 19, FY 20 and FY 21, unless otherwise agreed to by the City and the MLC. In order for this offset to expire, any savings achieved in this manner must be replaced in order to meet the recurring obligation under I(a)(iv) above.

d. The parties agree that any savings within the period of FY 2015 - 2018 over $3.4 billion arising from the 2014 City/MLC Health Agreement will be counted towards the FY 2019 goal. This is currently estimated at approximately $131 million but will not be finalized until the full year of FY 2018 data is transmitted and analyzed by the City's and the MLC's actuaries.

e. The parties agree that recurring savings over $1.3 billion for FY 2018 arising under the 2014 City/MLC Health Agreement will be counted toward the goal for Fiscal Years 2019, 2020, 2021 and for purposes of the recurring obligation under I(a)(iv) above. This is currently estimated at approximately $40 million but will not be finalized until the full year of FY 2018 data is transmitted and analyzed by the City's and the MLC's actuaries. Once the amount is finalized, that amount shall be applied to Fiscal Years 2019, 2020, 2021 and to the obligation under I(a)(iv).

2. After the conclusion of Fiscal Year 2021, the parties shall calculate the savings realized during the 3 year period. In the event that the MLC has generated more than $600 million in recurring healthcare savings, as agreed upon by the City's and the MLC's actuaries, such additional savings shall be utilized as follows:
   a. The first $68 million will be used by the City to make a $100 per member per year increase to welfare funds (actives and retirees) effective July 1, 2021. If a savings amount over $600 million but less than $668 million is achieved, the $100 per member per year (actives and retirees) increase will be prorated.
   b. Any savings thereafter shall be split equally between the City and the MLC and applied in a manner agreed to by the parties.

3. Beginning January 1, 2019, and continuing unless and until the parties agree otherwise, the parties shall authorize the quarterly provision of the following data to the City's and MLC's actuaries on an ongoing quarterly basis: (1) detailed claim-level health data from Emblem Health and Empire Blue Cross including detailed claim-level data for City employees covered under the GHI-CBP programs (including Senior Care and Behavioral Health information); and (2) utilization data under the HIP-HMO plan. Such data shall be provided within 60 days of the end of each quarterly period. The HIP-HMO utilization data will also be provided to the City's and MLC's actuaries within 60 days of the execution of this letter agreement for City Fiscal Year 2018 as baseline information to assess ongoing savings. The HIP-HMO data shall include: (i) utilization by procedure for site of service benefit changes; (ii) utilization by disease state, by procedure (for purposes of assessing Centers of Excellence); and (iii) member engagement data for the Wellness program, including stratifying members by three tranches (level I, II and II). The data shall include baseline data as well as data regarding the assumptions utilized in determining expected savings for comparison. The data described in this paragraph shall be provided pursuant to a data sharing agreement entered into by the City and MLC, akin to prior data agreements, which shall provide for the protection of member privacy and related concerns, shall cover all periods addressed by this Agreement (i.e., through June 30, 2021 and thereafter), and shall be executed within thirty days of the execution of this letter agreement.
4. The parties agree that the Welfare Funds will receive two $100 per member one-time lump-sum payments (actives and retirees) funded by the Joint Stabilization Fund payable effective July 1, 2018 and July 1, 2019.

5. The parties recognize that despite extraordinary savings to health costs accomplished in the last round of negotiations through their efforts and the innovation of the MLC, and the further savings which shall be implemented as a result of this agreement, that the longer term sustainability of health care for workers and their families, requires further study, savings and efficiencies in the method of health care delivery. To that end, the parties will within 90 days establish a Tripartite Health Insurance Policy Committee of MLC and City members, chaired by one member each appointed by the MLC and the City, and Martin F. Scheinman, Esq. The Committee shall study the issues using appropriate data and recommend for implementation as soon as practicable during the term of this Agreement but no later than June 30, 2020, modifications to the way in which health care is currently provided or funded. Among the topics the Committee shall discuss:

   a. Self-insurance and/or minimum premium arrangements for the HIP HMO plan.
   b. Medicare Advantage- adoption of a Medicare Advantage benchmark plan for retirees
   c. Consolidated Drug Purchasing- welfare funds, PICA and health plan prescription costs pooling their buying power and resources to purchase prescription drugs.
   d. Comparability- investigation of other unionized settings regarding their methodology for delivering health benefits including the prospect of coordination/cooperation to increase purchasing power and to decrease administrative expenses.
   e. Audits and Coordination of Benefits- audit insurers for claims and financial accuracy, coordination of benefits, pre-65 disabled Medicare utilization, End Stage Renal Disease, PICA, and Payroll Audit of Part Time Employees.
   f. Other areas- Centers of Excellence for specific conditions; Hospital and provider tiering; Pre-certification Fees; Amendment of Medicare Part B reimbursement; Reduction of cost for Pre-Medicare retirees who have access to other coverage; Changes to the Senior Care rate; Changes to the equalization formula.
   g. Potential RFPs for all medical and hospital benefits.
   h. Status of the Stabilization Fund.

The Committee will make recommendations to be considered by the MLC and the City.

6. The joint committee shall be known as the Tripartite Health Insurance Policy Committee (THIPC) and shall be independent of the existing “Technical Committee.” The “Technical Committee” will continue its work and will work in conjunction with the THIPC as designated above to address areas of health benefit changes. The Technical Committee will continue to be supported by separate actuaries for the City and the MLC. The City and the MLC will each be responsible for the costs of its actuary.

7. In the event of any dispute under sections 1-4 of this Agreement, the parties shall meet and confer in an attempt to resolve the dispute. If the parties cannot resolve the dispute, such dispute shall be referred to Martin Scheinman for resolution consistent with the dispute resolution terms of the 2014 City/MLC Health Agreement:

   a. Such dispute shall be resolved within 90 days.
b. The arbitrator shall have the authority to impose interim relief that is consistent with the parties' intent.
c. The arbitrator shall have the authority to meet with the parties as such times as is appropriate to enforce the terms of this agreement.
d. The parties shall share the costs for the arbitrator (including Committee meetings).

If the above conforms to your understanding, please countersign below.

Sincerely,

[Signature]
Robert W. Linn

Agreed and Accepted on behalf of the Municipal Labor Committee

[Signature]
Harry Nespoli, Chair