

**2017-2020 Custodian Engineers Memorandum of Agreement**  
**Local 891, I.U.O.E. and City of New York and the Department of Education**

**1. Term:**

The term of this Agreement shall be from January 1, 2017 through July 31, 2020.

**2. General Wage Increases:**

| <u>Effective Date</u> | <u>General Wage Increases</u> |
|-----------------------|-------------------------------|
| i. January 1, 2017    | 2.00%                         |
| ii. January 1, 2018   | 2.25% compounded              |
| iii. February 1, 2019 | 3.00% compounded              |

**3. Conditions of Payment**

The general wage increases of this Memorandum of Agreement (MOA) shall be payable 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. Annuity Fund**

Effective November 1, 2018, the contribution to the Annuity Fund shall be increased by \$1,000 per employee per year.

**6. Educational Fund**

Effective November 1, 2018, the contribution to the Educational Fund shall be increased by \$65.06 per annum per covered employee.

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

**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.

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

**9. 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.

**10. 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.

**11. Continuation of Terms**

All the terms and conditions of the parties' collective bargaining agreement including applicable side letters and interpretations shall remain in effect except as modified pursuant to this MOA.

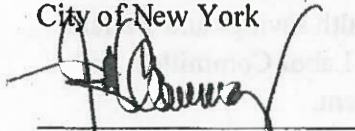
**12. Ratification**

This Agreement is subject to ratification by the Union and adoption by the Board of Education.

AGREED AND ACCEPTED:

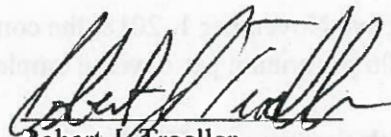


Renee Campion  
Commissioner of Labor Relations,  
City of New York

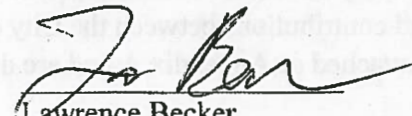


Richard Carranza  
Chancellor,  
Board of Education

Vanessa Leung  
Chairperson,



Robert J. Troeller  
President/Business Manager  
Local 891 I.U.O.E., AFL-CIO



Lawrence Becker  
Chief Executive for Labor Policy,  
Board of Education

Dated: June 28, 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*

Board of Education

June 28, 2019

Mr. Robert Troeller  
President and Business Manager  
Local 891 I.U.O.E. AFL-CIO  
63 Flushing Ave # 358,  
Brooklyn, NY 11205

Dear Mr. Troeller:

The parties agree to engage in continued good faith negotiations concerning Article III, Section 17 of the current collective bargaining agreement regarding the modification and updating of time reporting. The parties shall meet as soon as practicable after execution and ratification of this current memorandum of agreement to begin such negotiations. Any possible agreement on this subject will be subject to the normal ratification process.

Should the parties fail to reach a mutual agreement either the Department of Education or Local 891 may request that the impasse be submitted to the impasse procedures set forth in Section 209 of the Taylor Law applicable to Boards of Education commencing with the appointment by PERB of a mediator and, if necessary, following thereafter with the remaining impasse resolution procedures of Section 209 of the Taylor Law.

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

Sincerely,

Renee Campion  
Commissioner

Agreed and Accepted:  
Local 891 I.U.O.E

Robert J. Troeller  
President