2024-2029 Elevator Mechanics Memorandum of Agreement City Employees Local 237, IBT and City of New York

1. <u>Term</u>: 61 Months (4/18/24 – 5/17/29)

2. Wage Increases

a. General Wage Increases

Effective Date		General Wage Increases	
i.	April 18, 2024	3.00%	
ii.	April 18, 2025	3.00% compounded	
iii.	April 18, 2026	3.00% compounded	
iv.	April 18, 2027	3.00% compounded	
v.	April 18, 2028	3.25% compounded	

3. Ratification Bonus

a. A lump sum cash payment in the amount of \$3,000, pro-rated for other than full time employees, shall be payable as soon as practicable upon ratification of the Agreement to those employees who are in active payroll status and in a title covered by this Agreement, as of the date of ratification. Active payroll status is defined as being in active payroll status ("B Status"), military leave with pay ("K status"), or on paid family leave. The lump sum cash payment shall be pensionable, consistent with applicable law.

All full time per annum and full time per diem employees who were in active status on the date of the ratification are entitled to receive the lump sum cash payment of \$3,000. Employees who were terminated for cause, resigned, retired, or otherwise separated from service prior to the date of ratification of this Agreement shall not be eligible for the lump sum cash payment.

In no event shall any employee receive greater than \$3,000 in bonus payments pursuant to this section.

Other than full-time employees shall be paid a pro-rated bonus based on hours worked between April 1, 2024, and March 31, 2025 (e.g., a part-time or hourly paid employee who worked full-time hours would receive the whole bonus).

4. Conditions of Payment

- a. The Lump sum cash payment pursuant to Section 3 of this 2024-2029 MOA shall be payable as soon as practicable upon ratification of this 2024-2029 MOA.
- b. The general wage increases pursuant to Section 2. a. i. and ii. of this 2024-2029 MOA shall be payable as soon as practicable upon ratification of this 2024-2029 MOA.
- c. The general wage increases pursuant to Section 2. a. iii. -v. shall be payable as soon as practicable following the effective date of such increases.

5. Welfare Fund

Effective April 18, 2028, there shall be a recurring \$31.25 per annum per employee (active and retiree) increase to the welfare fund contribution, from \$1,855 to \$1,886.25 for actives and from \$2,055 to \$2,086.25 for retirees.

Effective April 18, 2029, there shall be a recurring \$168.75 per annum per employee (active and retiree) increase to the welfare fund contribution, from \$1,886.25 to \$2,055 for actives and from \$2,086.25 to \$2,255 for retirees.

6. Annual Leave

a. Effective April 18, 2024, Elevator Mechanic annual leave accruals shall be subject to the following schedule of annual accruals:

Years of Service in Title	<u>Days</u>	Hours	
0-3	13	104	
4-8	15	120	
9+	17	136	

b. Effective April 18, 2024, Supervising Elevator Mechanic annual leave accruals shall be subject to the following schedule of annual accruals:

Years of Service in Title	Davs	Hours	
0-5	10	80	
6-9	12	96	
10+	14	112	

 Effective April 18, 2024, Elevator Mechanic Helpers shall accrue 11 leave days per annum.

7. Housing Authority Leave

a. Effective April 18, 2024, Elevator Mechanic annual leave accruals shall be subject to the following schedule of annual accruals:

Years of Service in Title	Days	<u>Hours</u>	
0-3	21	168	
4-8	23	184	
9+	25	200	

b. Effective April 18, 2024, Supervising Elevator Mechanic annual leave accruals shall be subject to the following schedule of annual accruals:

Years of Service in Title	Davs	Hours	
0-5	16	128	
6-9	18	144	
10+	20	160	

- c. Effective April 18, 2024, Elevator Mechanic Helpers shall accrue 16 leave days per annum.
- d. Annual leave at the Housing Authority includes vacation, sick, personal business, and religious observance days.

8. Sick Leave

Any sick leave provisions set forth in Article II, Section 1 of Appendix A shall be modified to provide for the following:

Effective	Elevator Mechanics	Supervising	Elevator	
		Elevator	Mechanic's	
		Mechanics	Helper	
4/18/24	8 days per annum	6 days per annum	5 days per annum	

9. Annuity

Elevator Mechanic

Effective 4/18/24: \$0.22 per hour actually worked to a maximum of \$1.76 a day.

Supervisor Elevator Mechanics:

Effective 4/18/24: \$0.29 per hour actually worked to a maximum of \$2.32 a day.

Elevator Mechanic's Helper:

Effective 4/18/24: \$0.27 per hour actually worked to a maximum of \$2.16 a day.

10. Restoration of Benefits

The parties acknowledge that the benefits referenced in Paragraph 6-9 above satisfy the bargaining obligation pursuant to Paragraph 9 of the 2020-2024 Memorandum of Agreement.

11. Compensatory Time

The applicable language concerning Compensatory Time shall be modified as follows:

The above-mentioned Saturday, Sunday and Holiday Rates shall apply where actually worked. As soon as practicable following the ratification of this MOA, Saturdays, Sundays and Holidays may be paid in compensatory time. Overtime compensated in compensatory time shall be compensated at the same rate and under the same rules as overtime compensated in cash. Any agency may continue to compensate overtime or holidays solely in cash at their discretion or may deny requests for compensatory time in lieu of cash.

For all other days, overtime after eight (8) hours worked, or after ten (10) hours worked for employees on an Alternate Work Schedule at the New York City Housing Authority, shall be paid in cash or compensatory time at the rate of time and one-half (1-1/2x) the straight hourly rate.

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

All compensatory time option shall be subject to applicable law, including the Fair Labor Standards Act.

12. Prohibition of Further Economic Demands

No party to this agreement shall make additional economic or non-economic demands during the term of this 2024-2029 MOA.

13. Payroll

Effective as soon as practicable following ratification of this agreement, all employees of Mayoral agencies, and the New York City Housing Authority who receive paychecks via direct deposit shall be opted out of receiving paper pay stubs. Employees may choose to opt-in and receive paper stubs via NYCAPS Employee Self-Service or the appropriate method at employers not on NYCAPS.

14. Continuation of Terms

The terms of the predecessor collective bargaining agreement, MOA, and related agreements shall be continued except as modified pursuant to this MOA.

15. Approval of Agreement

This Agreement is subject to union ratification.

FOR THE CITY OF NEW YORK

BY:

RENEE CAMPION

Dated: March 26, 2025

Commissioner of Labor Relations

FOR LOCAL 237, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

BY:

GREGORY FLOY

President