2022-2027 Memorandum of Agreement IBT Local 237 and the City of New York

1. <u>Term</u>: 5 years, 6 months (66 months)

4/26/22 - 10/25/27

2. General Wage Increases

Effective Date	General Wage Increases
a. April 26, 2022	3.00%
b. April 26, 2023	3.00% compounded
c. October 2, 2024	3.00% compounded
d. April 26, 2025	3.00% compounded
e. April 26, 2026	3.25% compounded

3. Additions to Gross

- a. Effective April 26, 2026, the general increase provided for in subsection 2. e. shall be applied to "additions to gross." "Additions to gross" shall be defined to include uniform allowances, equipment allowances, transportation allowances, uniform maintenance allowance, assignment differentials, service increments, longevity differentials, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials.
- b. Section 3.a. does not apply to Recurring Increment Payments (RIPs) that automatically increase with wage increases.

4. 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.

b. <u>Proration of Lump Sum Cash Payment for other than Full-Time and Full Time-Per Diem Employees</u>

Part-time per annum, part-time per diem (including seasonal appointees), per session, hourly paid Employees and Employees whose normal work year is less than a full calendar year shall receive a pro-rata lump sum cash payment the computation of which shall be based on their regularly scheduled hours between July 1, 2022 and June 30, 2023.

- i. Part-time employees who were in active pay status the entire period from July 1, 2022 through June 30, 2023, and on the date of ratification, shall receive a pro-rata lump sum payment not to exceed \$3,000.
- ii. Employees who were in active pay status on the date of ratification, and for a portion of the period July 1, 2022 through June 30, 2023, shall receive a pro-rata lump sum cash payment not to exceed \$3,000 based upon the portion of time that they were in active pay status.
- iii. Where the regular and customary work year for a title is less than a twelve-month year, such as a school year, such computations provided for in Section 4.b.i. and 4.b.ii. shall be based on active service during the customary work years falling in the period from July 1, 2022 through June 30, 2023 (e.g., for school-based employees September 8, 2022 through June 30, 2023). In no event shall this lump sum payment exceed \$3,000.
- iv. 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.
- v. 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 4 of the 2022-2027 IBT Local 237 MOA. Such case-by-case interpretations shall not be subject to any dispute resolution procedures as per past practice of the parties.

5. Conditions of Payment

- a. The Lump sum cash payment pursuant to Section 4 of this 2022-2027 IBT Local 237 MOA shall be payable as soon as practicable upon ratification of this 2022-2027 IBT Local 237 MOA.
- b. The general wage increases pursuant to Section 2.a. and b. of this 2022-2027 IBT Local 237 MOA shall be payable as soon as practicable upon ratification of this 2022-2027 IBT Local 237 MOA.
- c. The general wage increases pursuant to Section 2.c., d., and e. of this 2022-2027 IBT Local 237 MOA shall be payable as soon as practicable following the effective dates of such increases.

6. Special Officer & School Safety Agent Salary Schedule

Effective October 26, 2023, the two steps below top step of the salary schedule shall be eliminated, and employees shall be paid the top step salary after 5 years of service in title.

7. Prohibition of Further Economic Demands

No Party to this agreement shall make additional demands during the term of this 2022-2027 IBT Local 237 MOA.

8. Welfare Fund

Effective April 26, 2027, there shall be a recurring \$200 per annum per employee (active and retiree) increase to the welfare fund contribution.

9. Remote Work Pilot

The parties agree to a remote work pilot to commence as soon as practicable. The terms and conditions of the remote work pilot agreed to between the City and District Council 37 shall apply.

10. Payroll

a. Effective as soon as practicable following ratification of this agreement, all employees of Mayoral agencies, elected officials, the Department of Education, and the New York City Housing Authority covered by this agreement who receive paychecks via direct deposit shall be opted out of receiving paper pay stubs. Employees may choose to optin and receive paper stubs via NYCAPS Employee Self-Service or the appropriate method at employers not on NYCAPS. b. The parties shall continue to discuss methods to encourage all employees to participate in direct deposit, including marketing of free checking options and available incentives, and changes to distribution methods.

11. **Applicability**

This Agreement shall apply to the following bargaining units:

Special Officers & Taxi and Limousine Inspectors (LL 56) (CBU 173)

School Safety Agents (CBU 067)

Special Officers (non-LL 56) (CBU 047)

Institutional Titles A (CBU 121)

Institutional Titles B (CBU 108)

Public Information and Health Education Titles (CBU 142)

DOE School Guards (CBU 409)

DOE School Lunch Managers (CBU 407)

Continuation of Terms 12.

The terms of the predecessor separate unit agreements shall be continued except as modified pursuant to this 2022-2027 IBT Local 237 MOA.

13. Approval of Agreement

This Agreement is subject to union ratification.

FOR THE CITY OF NEW YORK

FOR LOCAL 237, INTERNATIONAL **BROTHERHOOD OF TEAMSTERS**

BY: RENEE CAMPION

Commissioner of Labor Relations

June 26, 2023



Office of Labor Relations

22 Cortlandt Street, New York, NY 10007 nyc.gov/olr

Renee Campion
Commissioner
Daniel Pollak
First Deputy Commissioner
Nicole Andrade
General Counsel

Claire Levitt
Deputy Commissioner
Health Care Strategy
Georgette Gestely
Director, Employee Benefits Program

June 26, 2023

Gregory Floyd
President
City Employees Union Local 237
International Brotherhood of Teamsters
216 w. 14th Street
New York, NY 10011

Re: 2022-2027 Collective Bargaining Agreement

Dear Mr. Floyd,

This serves to confirm the parties' agreement regarding the following additional economic benefits:

- 1. Effective October 2, 2024, Supervising Special Officers assigned to the Division of Youth and Family Justice at ACS and the Department of Homeless Services shall receive an assignment differential of \$921 per annum.
- 2. Effective October 2, 2024, the annual salary rate for H+H Supervising Special Officers, Assignment Level II, shall be increased by \$7,000.
- 3. Effective October 2, 2024, the annual salary rate for employees in the titles of School Food Manager and Associate School Food Manager shall be increased by \$550.
- 4. Effective April 26, 2027, the 10-year longevity for employees in the School Food Manager and Associate School Food Manager Titles shall be increased to \$5400.
- 5. Effective October 2, 2024, School Safety Agents assigned to the Response Team shall receive an assignment differential of \$3,000 per annum. This assignment differential shall remain at \$3,000 for the term of the 2022-2027 collective bargaining agreement.
- 6. Effective October 26, 2024, The Supervisor of Traffic Device Maintainer assignment differential shall be increased by \$5,509 per year.

7. The retention bonus program for Special Officers assigned to the Division of Youth and Family Justice at ACS shall continue through calendar year 2027. The amount of the bonus beginning January 1, 2024, shall be reduced to \$5,000 per year (\$2,500 per 6-month period), and shall be non-pensionable, with employees required to sign a waiver of pensionability as a condition of receiving such payment. The criteria for eligibility shall be the same as for the existing program.

If the above accords with your understanding, please indicate your agreement by executing the signature line below.

Sincerely,

Renee Campion

ACCEPTED AND AGREED ON BEHALF OF

IBT Local 237

BY:

Gregory Floyd

President



Office of Labor Relations

22 Cortlandt Street, New York, NY 10007 nyc.gov/olr

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June 26, 2023

Gregory Floyd
President
City Employees Union Local 237
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216 w. 14th Street
New York, NY 10011

Re: Labor-Management Discussions

Dear Mr. Floyd,

The parties agree to continue discussions in the labor-management forum regarding issues relating to the School Food Manager and Associate School Food Manager titles at the Department of Education and regarding the possibility of an Assistant School Safety Agent title at the New York City Police Department.

If the above accords with your understanding, please indicate your agreement by executing the signature line below.

Sincerely,

Renee Campion

ACCEPTED AND AGREED ON BEHALF OF

IBT Local 237

BY:

Gregory Floyd President