

2021-2026 Local 15/ Local 30
Oilers, Stationary Engineer and Senior Stationary Engineer
Memorandum of Agreement

1. Term March 1, 2021 – March 31, 2026 (61 months)

2. General Wage Increases

<u>Effective Date</u>	<u>General Wage Increases</u>
a. March 1, 2021	3.00%
b. March 1, 2022	3.00% compounded
c. March 1, 2023	3.00% compounded
d. August 21, 2024	3.00% compounded
e. March 1, 2025	3.25% compounded

3. Ratification Bonus

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 this *2021-2026 Oiler, Stationary Engineer and Senior Stationary Engineer Memorandum of Agreement* (“MOA”) to those employees who are in active payroll status and in a title covered by this MOA, 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 MOA 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.

4. Conditions of Payment

- a. The lump sum cash payment pursuant to Section 3 of this MOA shall be payable as soon as practicable upon ratification of this MOA.

- b. The general wage increases pursuant to Section 2.a., 2.b. and 2.c. of this MOA shall be payable as soon as practicable upon ratification of this MOA.
- c. The general wage increases pursuant to Section 2.d. and 2.e of this MOA shall be payable as soon as practicable following the effective date of such increases.

5. Senior Stationary Engineer Wage Rate

- a. Effective December 1, 2023, all Senior Stationary Engineers in plant classifications “A”, “B”, “C”, “C+” shall be equalized to the “D” rate. Thereafter, there shall be a singular hourly rate for the Senior Stationary Engineer title.
- b. The terms of this Section 5 are covered by the side letter appended to this MOA.

6. Training Fund

- a. Effective December 1, 2023, the training fund contribution shall increase to \$256.
- b. Effective March 1, 2025, the training fund contribution shall increase to \$358.
- c. The training fund contributions pursuant to Section 6.a. and 6.b. of this MOA shall be paid consistent with the terms of the Training Fund language in the July 1, 2017 through February 28, 2021 Oiler et. al. Consent Determination dated May 21, 2020.

7. Prohibition of Further Economic Demands

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

8. Payroll

Effective as soon as practicable following ratification of this agreement, all employees of Mayoral agencies, the Department of Education, 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.

9. Continuation of Terms

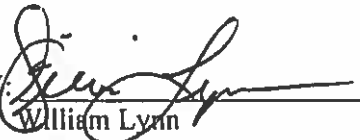
The terms of the predecessor Consent Determination and related agreements shall be continued except as modified pursuant to this MOA.


10. Approval of Agreement

This MOA is subject to union ratification.

FOR THE CITY OF NEW YORK

BY: 
Renee Campion
Commissioner of Labor Relations

BY: 
William Lynn
Business Manager, Local 30, I.U.O.E.

BY: 
Thomas Callahan
President/Business Manager,
Local 15, I.U.O.E.

Date: November 14, 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

November 14, 2023

William Lynn
Business Manager
International Union of Operating Engineers – Local 30
115-06 Myrtle Avenue
Richmond Hill, NY 11418

Thomas Callahan
President/Business Manager
International Union of Operating Engineers – Local 15
265 West 14th Street, Room 505
New York, NY 10011-7193

Dear Sirs:

This letter serves to confirm our mutual understanding reached in conjunction with negotiations for the Consent Determination covering the period from March 1, 2021 to March 31, 2026 related to the release time for Brendan Benn.

The union has provided the necessary funding to cover the difference between the Stationary Engineer and the Senior Stationary Engineer “D” salary rate effective May 6, 2023 through March 31, 2026. This funding is not recurring and shall be discontinued effective April 1, 2026.

If this accords with your understanding, please countersign on the lines below.

Very truly yours,



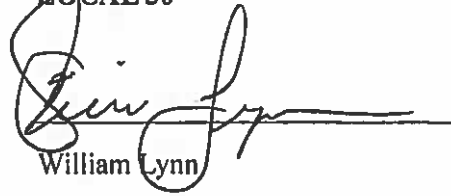
Renee Campion

AGREED AND ACCEPTED BY
LOCAL 15



Thomas Callahan
President/Business Manager

AGREED AND ACCEPTED BY
LOCAL 30



William Lynn
Business Manager



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Thomas Callahan
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International Union of Operating Engineers – Local 15
265 West 14th Street, Room 505
New York, NY 10011-7193

Dear Sirs:

This letter will serve to memorialize the agreement among the parties reached in conjunction with negotiations for the Consent Determination covering the period from March 1, 2021 to March 31, 2026 for the following titles: Oiler, Plant Maintainer/Oiler, Stationary Engineer (Steam), Stationary Engineer (Outside NYC) (Steam), and Senior Stationary Engineer (Steam).

1. The parties agree that for the period beginning April 1, 2026, and continuing until a date to be determined through negotiations, the parties will negotiate one Consent Determination covering all the above referenced titles.
2. Consistent with the terms negotiated by the parties to be incorporated into the Consent Determination for the period March 1, 2021 through March 31, 2026, the following benefits, achieved previously by Oilers through bargaining, will be provided to the titles Oiler, Plant Maintainer/Oiler, Stationary Engineer, Stationary Engineer (Outside NYC), and Senior Stationary Engineer consistent with the terms of the 2017 to 2021 Consent Determination:

- Annual Welfare Fund contribution
 - Hourly Annuity contribution
 - Annual Leave accrual
 - Sick Leave accrual
 - Paid Holidays
3. The parties negotiated the wage rates to be paid to each title covered by this agreement, based on the following formulas:
- a. For the period March 1, 2021 through November 30, 2023:
- i. Plant Maintainer rate will be 100% of the Oiler rate.
 - ii. Stationary Engineer (Outside NYC) rate will be 100.11% of the Oiler rate.
 - iii. Stationary Engineer rate will be 106.42% of the Oiler rate.
 - iv. Senior Stationary Engineer rate will be 117.88% of the Oiler rate.
 - v. The "B" classification rate will be 1.70% of the Senior Stationary Engineer rate.
 - vi. The "C" classification rate will be 3.12% of the Senior Stationary Engineer rate.
 - vii. The "C+" classification rate will be 4.40% of the Senior Stationary Engineer rate.
 - viii. The "D" classification rate will be 7.15% of the Senior Stationary Engineer rate.
- b. For the period December 1, 2023 through March 31, 2026:
- i. Plant Maintainer rate will be 100% of the Oiler rate.
 - ii. Stationary Engineer (Outside NYC) rate will be 100.11% of the Oiler rate.
 - iii. Stationary Engineer rate will be 106.42% of the Oiler rate.
 - iv. The Senior Stationary Engineer "A", "B", "C", and "C+" classification rates are eliminated. The elimination of the plant classification rates was fully funded effective December 1, 2023, as part of the March 1, 2021 through March 31, 2026 Agreement.
 - v. The "A" rate shall be used solely for the purposes of calculating the "D" classification rate. The calculation to derive the "D" classification rate is as follows:
 - The "A" rate will be 117.88% of the Oiler rate.
 - The "D" classification rate will be 7.15% of this Senior Stationary Engineer "A" rate.
4. It is agreed by the parties that the wage and benefit formulas in 2., 3.a.i. through viii., and 3.b.i. through v. resolve issues of concern to the parties and that the wage and benefit rates

negotiated for the period commencing March 1, 2026 through a date to be determined by the parties will be consistent with the wage and benefit formulas in 2. and 3.b.i. through v.

5. a. The parties acknowledge that the benefit and wage formulas stated above in 2. and 3.a.i. through viii. were funded internally by Local 30 and Local 15 within the overall cost of the settlement for the period March 1, 2021 through November 30, 2023.
- b. The parties acknowledge that effective December 1, 2023 through March 31, 2026, that the benefit and wage formulas stated above in 2. and 3.b.i through v. were funded internally by Local 30 and Local 15 except for 3.b.iv., the elimination of the plant classification rates "A", "B", "C" and "C+", that were funded by Local 30 and Local 15 as part of the March 1, 2021 through March 31, 2026 agreement.
6. The agreements contained in this agreement shall remain binding upon the parties for as long as the parties continue to negotiate in an effort to achieve a Consent Determination for the period commencing April 1, 2026 through a date to be determined by the parties. In the event the parties fail to achieve a Consent Determination for such period as to all the titles covered by this agreement, then the terms of paragraphs 1., 2., 3., and 4. of this agreement will no longer be binding upon the parties. The parties will mutually agree on how to spend the funding associated with 3.b.iv. that was funded by Local 30 and Local 15 as part of the March 1, 2021 through March 31, 2026 agreement.
7. In the event any one, or more, of the parties to this agreement seek a hearing pursuant to Section 220 of the Labor Law for a determination of wages and benefits for the period commencing April 1, 2026 on behalf of one or more titles covered by this agreement, then all parties will be released from any and all of the obligations with regard to paragraphs 1., 2., 3., and 4. of this agreement. The parties will mutually agree on how to spend the funding associated with 3.b.iv. that was funded by Local 30 and Local 15 as part of the March 1, 2021 through March 31, 2026 agreement.
8. The parties mutually agree that this agreement satisfies both parties obligation to bargain pursuant to the separate side-letter agreement dated January 13, 2020 related to the restructuring of the plant classifications, appended to the July 1, 2017 through February 28, 2021 Local 30 and Local 15 Oilers et.al Consent Determination.

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

Very truly yours,



Renee Campion

AGREED AND ACCEPTED BY

LOCAL 15

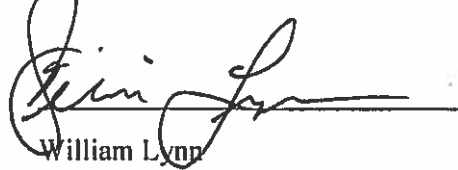


Thomas Callahan

President/Business Manager

AGREED AND ACCEPTED BY

LOCAL 30



William Lynn

Business Manager