

**Memorandum of Agreement
December 29, 2014**

WHEREAS, the undersigned parties desire to enter into a collective bargaining agreement, including this 2008-2016 MOA and the agreement successor to the one terminating on December 31, 2007 to cover the employees represented by the Union;

WHEREAS, the undersigned parties intend by this 2008-2016 MOA to cover all economic and non-economic matters and to incorporate the terms of this 2008-2016 MOA into the collective bargaining agreement covering the period from January 1, 2008 to December 31, 2016,

WHEREAS, the undersigned parties intend by this 2008-2016 MOA to continue all of the same terms and conditions specified in the collective bargaining agreement, including applicable side letters, terminating on December 31, 2007, except as modified or amended below,

1. Wages

(a) Round 2007 – 2009; salaries and rates of pay as customarily done.

i.	7/1/13	2%
ii.	7/1/14	2%
iii.	7/1/15	2%
iv.	7/1/16	2%

(b) General Wage Increases; salaries and rates of pay as customarily done.

i.	7/1/11	1%
ii.	7/1/12	1%
iii.	7/1/13	1%
iv.	7/1/14	1.5%
v.	7/1/15	2.5%
vi.	7/1/16	3%

(c) The salary schedule for employees hired after June 1, 2008 shall continue: a starting rate of 70% of the regular rate; 75% after one year; 80% after two years and 100% after three years.

(d) Article IV, Section 2(e) of the CBA shall apply to the increases in 1(a) and (b) above.

2. Ratification Bonus

A lump sum cash payment in the amount of \$1,000, prorated for other than full-time employees, shall be payable as soon as practicable upon execution of this

Agreement to those bargaining unit members who are on active payroll as of the day of ratification. The lump sum cash payment shall be pensionable, consistent with applicable law.

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 2 of this MOA. Such interpretations shall not be subject to any dispute resolution procedures

3. Structured Retirement Claims Settlement Fund

Upon execution, a Structured Retiree Claims Settlement Fund shall be established in the total amount of \$2,089,229 to settle all claims by retirees who have retired as DOE custodians between 1/1/08 and the date up to and including 28 days after ratification concerning wage increases arising out of the 2007-09 round of bargaining. The Fund will be distributed based upon an agreed-upon formula.

4. Retirements on or after the 29th day following ratification of this Agreement shall receive lump sum payments based on the same schedule as actives as set forth below in Paragraph 5.

5. Lump Sum Payments stemming from the 2007 – 2009 round and schedule for actives for those continuously employed as of the day of the payout.

i.	7/1/15	12.5% (1/8 of the balance due as of this date)
ii.	7/1/17	12.5% (1/7 of the balance due as of this date)
iii.	7/1/18	25% (1/3 of the balance due as of this date)
iv.	7/1/19	25% (1/2 of the balance due as of this date)
v.	7/1/20	25% (representing the remainder of the balance)

6. Health Savings and Welfare Fund Contributions

The May 5, 2014 Letter Agreement regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee, will be attached as an Appendix and is deemed to be part of this MOA.

7. Direct System

Nothing contained herein shall modify or abrogate the Department's rights as identified in Article XVI, Section 4 of the Collective Bargaining Agreement:

It is the expressed intention of the Department to continue its study of custodial operations and to formulate satisfactory plans for improvement of custodial services and methods of operations. These shall include but not be limited to the utilization of the "direct system" and/or the "independent contract system," the establishment of suitable custodial training programs and the review of the present rating and inspection procedure.

Nothing herein contained shall be construed to preclude the Department from adopting the direct system, contract system or any other system of custodial operations. Nothing herein shall be construed to preclude the Department from continuing to have the unfettered right to privatize schools or to preclude the Department from adopting any other system.

In the event that the Department elects to adopt the "direct system" within the term of this Agreement, the parties shall reopen and renegotiate the Collective Bargaining Agreement to reach that objective. Either party may give written notice to the other party of the desire to reopen and renegotiate the terms and conditions of the direct system, and each party retains its rights under the collective bargaining agreement. Once such notice is given, the parties shall meet within ten days of such notice to negotiate.

8. Duration

This Agreement shall be effective from January 1, 2008 through December 31, 2016.

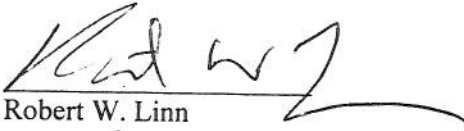
9. Labor/Management Committee

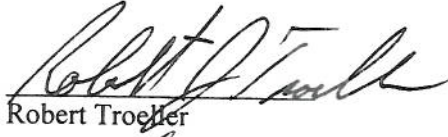
The parties agree to form a labor/management committee consisting of representatives of Local 891, the Department of Education, the Office of Management and Budget, and the Office of Labor Relations to discuss issues related to the implementation of the terms of this agreement.

10. Ratification

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

AGREED AND ACCEPTED:


Robert W. Linn


Robert Troehler


David Brodsky



OFFICE OF LABOR RELATIONS

40 Rector Street, New York, N.Y. 10006-1705
nyc.gov/olr

ROBERT W. LINN
Commissioner

RENEE CAMPION
First Deputy Commissioner

CLAIRE LEVITT
Deputy Commissioner
Health Care Cost Management

MAYRA E. BELL
General Counsel

CHRIS BERNER
Chief of Staff

GEORGETTE GESTELY
Director, Employee Benefits Program

December 29, 2014

Robert J Troeller, Business Manager / President
International Union of Operating Engineers
Local 891
63 Flushing Avenue (Unit 358)
Brooklyn, NY 11205

Dear Mr. Troeller:

The parties agree that in many schools the current day school schedule is inadequate to meet the needs and objectives of the Department of Education. The parties agree that it would be in the best interest of the school system to have schools open earlier and close later, without incurring additional costs and/or going through the sometimes cumbersome permit and spacesheet process. To achieve that end the parties agree to reallocate a portion of the current permit budget directly into the school base budgets (Day School Allowance).

The parties agree that, at the Chancellor's discretion, school buildings will be budgeted, according to an agreed-upon funding formula, to be open early (from 6:00 a.m.) daily, from 6:00 p.m. to 8:00 p.m. daily, and/or from 8:00 a.m. to noon on Saturdays.

The parties agree to continue to meet and negotiate the details of this proposal and implement the changes as quickly as feasible, but not later than July 1, 2015.

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

Sincerely,

Robert W. Linn

AGREED AND ACCEPTED:

Robert Troeller

David Brodsky



OFFICE OF LABOR RELATIONS

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GEORGETTE GESTELY
Director, Employee Benefits Program

December 29, 2014

Robert Troeller, Business Manager/President
IUOE, Local 891
63 Flushing Avenue (Unit 358)
Brooklyn, NY 11205

Re: **2008-2016 Local 891 MOA**

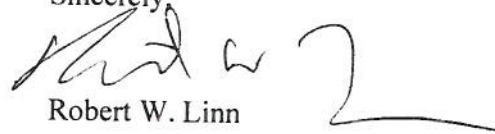
Dear Mr. Troeller:

This is to confirm certain mutual understandings and agreements regarding the above-captioned Agreement. The salaries and rates of pay outlined in Section 1(a) of the 2008-2016 Local 891 MOA regarding the 2007-2009 round will be paid out as follows:

- i. 7/1/13: 2%
- ii. 7/1/14: 1.961%
- iii. 7/1/15: 2%
- iv. 7/1/16: 1.9605%

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

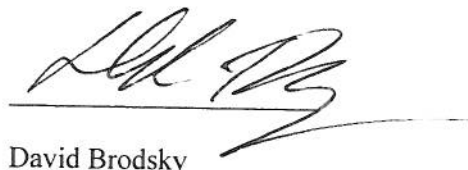
Sincerely,


Robert W. Linn

AGREED AND ACCEPTED:



Robert Troeller



David Brodsky