

2018-2022 Highways and Sewers Inspector Memorandum of Agreement
Law Enforcement Employees Benevolent Association and City of New York

1. **Term:** June 18, 2018 through September 8, 2022 (50 months and 22 days)

2. **General Wage Increases**

<u>Effective Date</u>	<u>General Wage Increases</u>
i. June 18, 2018	2.00%
ii. November 18, 2019	2.25% compounded
iii. July 18, 2020	3.00% compounded (Apprentice Inspector and Service Inspector/Sr. Service Inspector only)

3. **Salary Schedule**

Effective July 18, 2020, in lieu of the 3% increase on July 18, 2020, the new hire rates, incumbent minimums, and maximums for the titles of Highways and Sewers Inspector and Associate Inspector (Highways and Sewers) shall be eliminated and flat rates pursuant to the following salary schedules shall apply:

Highways & Sewers Inspector

Step	Salary
1	\$55,000
2	\$57,500
3	\$60,765
4	\$65,142
5	\$67,299
6	\$72,000

Associate Highways & Sewers Inspector

Level I

Step	Salary
1	\$73,000
2	\$74,000
3	\$75,000
4	\$76,000
5	\$77,000

Associate Highways & Sewers Inspector
Level II

Step	Salary
1	\$80,266
2	\$80,781
3	\$81,553
4	\$82,583
5	\$84,460

4. Conditions of Payment

The general wage increases pursuant to Section 2(i) and 2(ii) of this Memorandum of Agreement (MOA) shall be payable as soon as practicable upon the ratification of this MOA.

The general wage increase pursuant to Section 2(iii) and the salary schedule pursuant to Section 3 of this MOA shall be payable as soon as practical after the effective date of such increases of this MOA.

5. Prohibition of Further Economic Demands

No party to this agreement shall make additional economic demands during the term of this MOA.

6. Transfers and Reassignments

In all transfers and reassignments, the Employer shall give consideration to the employee's past record of performance, his or her ability to perform the duties required in the new assignment, seniority, travel distance and availability of a vacancy which can be filled.

7. Disciplinary Rights

Effective July 1, 2020, employees in the title of Apprentice Inspector (Highway and Sewer) with three years of service in title shall be entitled to the following procedure for a claimed wrongful disciplinary action, except for during the period of a mutually agreed upon extension of probation:

Step I(n) - Following the service of written charges upon an employee a conference shall be held with respect to such charges by a person who is designated by the agency head to review such charges. The employee may be represented at such conference by a representative of the Union. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a decision in writing by the end of the fifth day following the date of the conference.

Step II(n) - If the employee is dissatisfied with the decision in the step I above, he may appeal such decision. The appeal must be within five (5) working days of the receipt of such

decision. Such appeal shall be treated as a grievance appeal beginning with step II of the contractual Grievance Procedure.

8. Labor-Management Committees

The parties shall form a labor-management committee to discuss the following issues:

- a. The process and consideration of seniority for assignment of shifts and regular days off for employees in the bargaining unit.
- b. The training program for Apprentice Inspectors.

9. 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 MOA.

10. 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.

11. Direct Deposit

Effective the day after this agreement is ratified, 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.

12. 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.


13. Execution of Prior CBA

Implementation of this agreement is contingent on final execution of the 2010-2018 Highway and Sewer Inspector Collective Bargaining Agreement.

14. Approval of Agreement

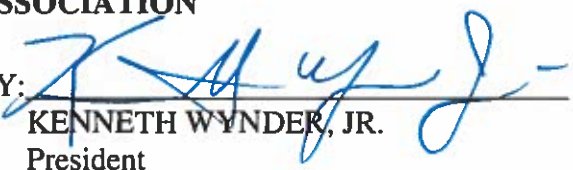
This Agreement is subject to union ratification.

FOR THE CITY OF NEW YORK

BY: 

RENEE CAMPION
Commissioner of Labor Relations

**FOR LAW ENFORCEMENT
EMPLOYEES BENEVOLENT
ASSOCIATION**

BY: 

KENNETH WYNDER, JR.
President

Dated: January 22, 2020