

**2010-2027 Memorandum of Agreement**  
**Marine Engineers' Beneficial Association and the City of New York**

1. Term

November 7, 2010 to January 4, 2027 (16 years, 2 months and 3 days)

2. General Wage Increases<sup>1</sup>

<u>Effective Date</u>	<u>General Wage Increases</u>
a. May 7, 2012	1.00 %
b. May 7, 2013	1.00 % compounded
c. May 7, 2014	1.00 % compounded
d. May 7, 2015	1.50 % compounded
e. May 7, 2016	2.50 % compounded
f. May 7, 2017	3.056 % compounded
g. November 7, 2017	2.00% compounded
h. November 7, 2018	2.25% compounded
i. December 7, 2019	3.25% compounded
j. July 5, 2021	3.00% compounded
k. July 5, 2022	3.00% compounded
l. July 5, 2023	3.00% compounded
m. July 5, 2024	3.00% compounded
n. July 5, 2025	3.25% compounded

3. Additions to Gross

- a. The general increase provided for in section 2.n. shall be applied to the contractual uniform allowance.

4. Ratification Bonus

- a. A lump sum cash payment in the amount of \$4,000, pro-rated for other than full time employees, shall be payable as soon as practicable upon ratification of the Agreement to those employees in the titles of Captain, Assistant Captain, Mate, and Marine Engineer (DC) who are in active payroll status 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.

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<sup>1</sup> The Chief Marine Engineers and Marine Engineer titles will only receive the General Wage Increases under Paragraph 2, m. and n., with the rates of pay covering the period between November 7, 2010 and September 30, 2023, reflected in the table in Paragraph 7, b.

All full time per annum and full time per diem employees in such titles who were in active status on the date of the ratification are entitled to receive the lump sum cash payment of \$4,000. 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 \$4,000 in bonus payments pursuant to this section.

Other than full-time employees shall be paid a pro-rated bonus based on hours worked between July 1, 2022 and June 30, 2023 (e.g., a part-time or hourly paid employee who worked full-time hours would receive the whole bonus)

5. New Vessel Lump Sum Payments

Lump sum payments shall be issued as soon as practicable after January 1, 2024, to each full-time employee in active status on the date of ratification, as follows based on their title as of that date:

Captain	\$7,750
Chief Marine Engineer	\$5,775
Assistant Captain	\$5,075
Marine Engineer	\$5,775
Mate	\$4,550

The parties agree that these payments will resolve any remaining claims under Article XV, Section 5, or any other claim for additional pay based on the implementation of the Ollis Class vessels. Nothing in this section shall constitute precedents for future negotiations regarding new vessels under Article XV.

6. Conditions of Payment

- a. The general wage increases pursuant to Section 2(a) through 2(l) shall be payable as soon as practicable upon ratification.
- b. The general wage increases pursuant to Section 2(m) and 2(n) shall be payable as soon as practicable following the effective date of such increases.
- c. The ratifications bonus payment pursuant to Section 4 of this 2010-2027 MOA shall be payable as soon as practicable upon ratification.
- d. The new vessel lump sum payments pursuant to Section 5 of this 2010-2027 MOA shall be payable as soon as practicable after January 1, 2024.
- e. Any retroactive payments due based on the 40-hour work week conversion date of October 1, 2023, shall be paid as soon as practicable.

- f. Interest on retroactive payments due under Sections 6(a), 6(b) and 7(d) of this contract will not begin to accrue until 6 months after the date of ratification or the effective date, whichever is later. No interest will accrue on underpayments made due to errors in calculation or implementation so long as payment was substantially made within 6 months.

7. Salary Schedules

- a. Captain, Assistant Captain, and Mates shall receive the annual salary rates set forth below.

		<b>Captain</b> (TC# 91510)	<b>Assistant Captain</b> (TC# 91504)	<b>Mate</b> (TC# 91556)
5/7/2012	1.00%	\$71,702	\$63,703	\$58,508
5/7/2013	1.00%	\$72,419	\$64,340	\$59,093
5/7/2014	1.00%	\$73,143	\$64,983	\$59,684
5/7/2015	1.50%	\$74,240	\$65,958	\$60,579
5/7/2016	2.50%	\$76,096	\$67,607	\$62,093
5/7/2017	3.056%	\$78,421	\$69,673	\$63,991
11/7/2017	2.00%	\$79,989	\$71,066	\$65,271
11/7/2018	2.25%	\$81,789	\$72,665	\$66,740
12/7/2019	3.25%	\$84,447	\$75,027	\$68,909
7/5/2021	3.00%	\$86,980	\$77,278	\$70,976
7/5/2022	3.00%	\$89,589	\$79,596	\$73,105
7/5/2023	3.00%	\$92,277	\$81,984	\$75,298
10/1/2023	<i>40-Hr Conversion</i>	\$169,521*	\$129,873*	\$116,980*
7/5/2024	3.00%	\$174,607*	\$133,769*	\$120,489*
7/5/2025	3.25%	\$180,282*	\$138,116*	\$124,405*

\*Rates reflects top pay, applicable to current incumbents. See Section e. New Promotee Schedules below.

b. Chief Marine Engineer and Marine Engineer

		<b>Chief Marine Engineer (TC# 91522)</b>	<b>Marine Engineer (TC# 91542)</b>
10/1/2011		\$105,415	\$66,718
10/1/2012		\$108,583	\$68,730
10/1/2013		\$111,830	\$70,789
10/1/2014		\$111,830	\$70,789
10/1/2015		\$114,349	\$72,373
10/1/2016		\$116,646	\$73,830
10/1/2017		\$118,974	\$75,303
10/1/2018		\$121,350	\$76,808
10/1/2019		\$123,774	\$78,345
10/1/2020		\$126,261	\$79,913
10/1/2021		\$128,082	\$81,069
10/1/2022		\$129,936	\$82,241
7/5/2023		\$133,834	\$84,708
10/1/2023	<i>40-Hr Conversion</i>	\$169,520*	\$136,110*
7/5/2024	3.00%	\$174,606*	\$140,193*
7/5/2025	3.25%	\$180,281*	\$144,749*

\* Rates reflect top pay, applicable to current incumbents. See Section e. New Promotee Schedules below.

c. Marine Engineer (DC)

Marine Engineers (DC) shall receive the general wage increases set forth in section 2 applied to the contractual salary rate set forth in the 2008-2010 collective bargaining agreement.

d. Chief Marine Engineer and Marine Engineer Retroactive Payments

Retroactive pay prior to October 1, 2023 for the titles of Chief Marine Engineer and Marine Engineer shall be based on the annual salary rates set forth above and the premium rates for overtime, weekend, and holidays set forth in the Comptroller's determination dated April 28, 2023, attached to this agreement. Reduction days shall be paid at the straight-time rate set forth in the determination.

e. New Hire & Promotee Schedules

Effective October 1, 2023, the following salary schedules shall apply based on years of service in title to any employee hired into or promoted to the title on or after that date. Any employee incumbent in the title prior to that date shall receive the top pay rate for the title.

<b><u>Captain</u></b> <b>(Title Code 91510)</b>	<b>10/1/2023</b>	<b>7/5/24</b>	<b>7/5/25</b>
Years 0 - 1	\$137,098	\$141,211	\$145,800
Years 1 - 2	\$145,300	\$149,659	\$154,523
Years 2 - 3	\$157,514	\$162,239	\$167,512
Years 3 - 4	\$165,001	\$169,951	\$175,474
Years 4+	\$169,521	\$174,607	\$180,282

<b><u>Assistant Captain</u></b> <b>(Title Code 91504)</b>	<b>10/1/2023</b>	<b>7/5/24</b>	<b>7/5/25</b>
Years 0 - 1	\$124,280	\$128,009	\$132,169
Years 1 - 2	\$124,878	\$128,624	\$132,804
Years 2 - 3	\$125,179	\$128,934	\$133,124
Years 3 - 4	\$126,090	\$129,873	\$134,094
Years 4+	\$129,873	\$133,769	\$138,116

<b><u>Mate</u></b> <b>(Title Code 91556)</b>	<b>10/1/2023</b>	<b>7/5/24</b>	<b>7/5/25</b>
Years 0 - 1	\$96,449	\$99,343	\$102,572
Years 1 - 2	\$99,983	\$102,982	\$106,329
Years 2 - 3	\$102,614	\$105,692	\$109,127
Years 3 - 4	\$106,345	\$109,536	\$113,096
Years 4+	\$116,980	\$120,489	\$124,405

<b><u>Chief Marine Eng.</u></b> <b>(Title Code 91522)</b>	<b>10/1/2023</b>	<b>7/5/24</b>	<b>7/5/25</b>
Years 0 - 1	\$137,097	\$141,210	\$145,799
Years 1 - 2	\$145,299	\$149,658	\$154,522
Years 2 - 3	\$157,513	\$162,238	\$167,511
Years 3 - 4	\$165,000	\$169,950	\$175,473
Years 4+	\$169,520	\$174,606	\$180,281

<b><u>Marine Engineer</u></b> <b>(Title Code 91542)</b>	<b>10/1/2023</b>	<b>7/5/24</b>	<b>7/5/25</b>
Years 0 - 1	\$100,188	\$103,194	\$106,548
Years 1 - 2	\$110,659	\$113,978	\$117,682

Years 2 – 3	\$112,488	\$115,862	\$119,628
Years 3 – 4	\$115,347	\$118,808	\$122,669
Years 4+	\$136,110	\$140,193	\$144,749

8. Overtime and Holiday Rates

The overtime and holiday premium rates prior to October 1, 2023 shall be the expired contractual rate increased by the general wage increases, except for the prevailing wage titles, which shall be covered by Section 7(d) above.

After the 40-hour conversion, the overtime/holiday premium rates shall be as follows:

	<b>Captain</b>	<b>CME</b>	<b>ME</b>	<b>AC</b>	<b>Mate</b>
10/1/2023	\$116.14	\$116.14	\$94.88	\$90.54	\$81.55
7/5/2024	\$119.62	\$119.62	\$97.73	\$93.25	\$84.00
7/5/2025	\$123.51	\$123.51	\$100.91	\$96.28	\$86.73

9. Work Week

Effective October 1, 2023, all MEBA titles at the Staten Island Ferry shall move to a 40-hour work week, consisting of four consecutive 10-hour days per week, for the entire year. Employees whose schedule includes only weekdays shall have the same start and end times. The salary rates set forth above shall be the annual rate of compensation for such work schedule. "Reduction days" shall be eliminated. The overtime rates set forth in Section 8 shall be paid for all hours actually worked outside of their regular schedule.

For all MEBA titles at the Staten Island Ferry, references to "thirty" or "30" hours per week, and/or to "thirty-two" or "32" hours per week, will be changed to "forty" or "40" hours per week, and all references to "eight" or "8" hour days will be changed to "ten" or "10" hours. References to 198 work days per year will be changed to 208 days.

The salary rates set forth in section 7 prior to the 40-hour conversion are based on the previously existing contractual work week of 32 hours per week and 198 days of work.

Marine Engineers (DC) shall not be converted to a 40-hour week.

10. Meal Break Compensation

The Union agrees to waive, withdraw, relinquish, and refrain from filing pursuing or instituting any claim for wages, supplements or other benefits, or any right, remedy, action or proceeding, which the Union has or may have under Section 162 of the Labor Law or any other applicable law. The parties agree that the operational needs of the industry make strict compliance with the Section 162 meal period provisions impractical. The union

hereby waives any claims under Section 162 openly and knowingly, absent of duress or coercion, and does so as the result of good faith negotiations between MEBA and the City. The union acknowledges that employees' compensation reflects a benefit received through those good faith negotiations in return for a waiver. The Department of Transportation will make best efforts to give members breaks after 5 runs on day shifts and 7 runs on overnights.

#### 11. Step-Up or Temporary Replacement

The parties agree that Article VII, Step Up or Temporary Replacement, shall be modified as follows:

After an employee has worked on a Step-Up basis in the following titles on a full-time basis for 30 days, the Department of Transportation shall seek to appoint that employee on a provisional basis in the higher title. In the event that appointment is not approved and made within an additional 60 days, the step-up assignment shall cease. Time spent as a Step-Up shall be considered as provisional service for purpose of provisional due process or civil service exam eligibility.

Captain (TC# 91510)  
Marine Engineer (TC# 91542)  
Chief Marine Engineer (TC# 91522)  
Mate (TC# 91556)

The Step Up process for the title of Assistant Captain (TC# 91504) shall remain in status quo, although the parties agree to meet and confer in conjunction with the NYC Department of Citywide Administrative Services (DCAS) regarding possible modifications to the title specifications, including but not limited to allowing appointment to employees with pilotage for only Upper New York Bay.

#### 12. Provisional Due Process

The parties agree that the Provisional Due Process agreement with District Council 37, attached hereto as Appendix "A" shall apply to titles covered by this agreement, effective on the date of ratification.

#### 13. Holiday Pay

Article VI Section 1 and 3 shall be amended to include Juneteenth as a holiday, effective 2022, for which holiday premium is owed.

#### 14. Special Event Schedules

Article VI shall be amended to include Section 4, which shall read as follows:

The City shall share draft changes to regular passenger service schedules to be made on a regular holiday seven (7) days in advance, or the day of a special event, such as the New York City Marathon and Five Boro Bike Tour, at least thirty (30) days in advance. Such draft schedules shall be subject to change due to operational need, and the City will communicate such changes as soon as possible.

15. To Be Assigned (TBA) Position Schedules

Article IV, Section 1 shall be amended as follows:

To the extent practicable, a regular work week for all Licensed Officers assigned to work on a boat, including jobs or assignments designated as being “TBA” or “To Be Assigned”, shall consist of four consecutive days with the same, or substantially similar, start and end time each day. The parties recognize that TBA schedules that include weekends may not achieve four consecutive days with the same, or substantially similar, start and end time each day, and will typically include three days of one shift and one day with a different shift. The parties recognize that factors such as staffing changes due to military leave, illness, etc., may necessitate schedules that deviates from those detailed above and the City will make best efforts to communicate such changes as soon as possible.

The Union will be afforded an opportunity to review and comment on proposed bids each year, but the City retains managerial authority and final determination over scheduling.

16. Special Additional Compensation

Article X, Special Additional Compensation, Sections 1., 2. and 3., shall cease effective the date of the 40-hour conversion.

17. One Week Vacations Bids

Article XIV, Section 1, shall be modified as follows:

The parties hereby agree to establish a One-Week Vacation Bid Program (the “Program”) for all titles effective for the next annual bidding process, scheduled to begin on or about April 1, 2024, or as soon as practicable thereafter. The parties agree that they intend to have the Program run for two years with an annual renewal by mutual agreement thereafter. The Program shall be subject to a review by the City before March 31, 2026, or approximately two years after it begins, at which time the City may discontinue the Program (after two years) if it is shown to have caused service disruptions or increased replacement overtime. The determination to discontinue the Program will not be grievable, but the City agrees to meet and confer with the Union before such a determination is made. If the Union disagrees with the determination, it may submit that determination to the First Deputy Commissioner of the Office of Labor Relations for review. The parties further agree to hold a labor management meeting approximately 6 months after the start of the Program, and 30 days prior to the expiration of the second year, to discuss any issues with the Program and with the intent of resolving those issues and continuing the Program. Employees with Vacation Relief bid positions shall submit their schedule selections at least 60 days in advance in order to facilitate Program scheduling.



18. Annual Leave Allowance

Article XIV, Section 1. d., shall be modified as follows:

<u>Years In Service</u>	<u>Annual Leave Allowance</u>	<u>Monthly Accrual</u>
At the beginning of the employee's 1st year	14 work days	1.16 days per month
At the beginning of the employee's 5th year	16 work days	1.33 days per month

19. Fit for Duty Notes

Article XIV, Section 2., e. shall be amended to include a new subsection (2a) which shall read: Within the Department of Transportation, for sick leave claims of three (3) or more working days, a licensed officer shall obtain a verifying statement from a health care provider indicating that he/she is fit to return to work with respect to the condition that had rendered him/her not fit for duty, or a verifying statement that states that he/she can return to work with no limitations or restrictions. For purposes of this MOA. "health care provider" shall mean a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices, or any other person determined to be capable of providing health care services, as defined in 29 C.F.R. § 825.12S. This documentation must be provided to the employer prior to the employee returning to work. The employer will have a representative present at the workplace authorized to accept and approve the health care provider's verifying statement on a 7 day per week 24 hour per day basis.

20. Job Bidding

Article XV, Section 6, shall have the following language added:

If a Licensed Officer in a bid job is assigned to non-boat duties, such as a Port Officer assignment, their bid job must be put up for bid within thirty (30) days of such assignment to non-boat duties. Additionally, if a bid position becomes vacant by reason of retirement, resignation, or promotion, that position must be put up for bid within thirty (30) days.

21. Overtime List

Article XV, Section 8., b. shall be amended as follows:

The assignment of overtime work in each title will be made from the established list on a rotating basis. When a Licensed Officer accepts, refuses or is off-duty and otherwise unreachable for overtime assignment in his turn despite three or more documented attempts by at least two different methods (i.e. phone call, text, or email, with employees to indicate their contact method preference), and has not returned the call, text or email within 30 minutes of the third attempt, he rotates to the bottom of the list and will not be called again until all the officers in that title have either accepted or refused an assignment to work overtime at least once.”

22. Labor Management Committee

The parties agree to renew the Labor Management Committee pursuant to Article XVIII and will discuss, among other topics, the prospect of virtual training for Licensed Officers.

23. Labor Law Section 220 Waiver

The parties agree that Marine Engineer and Chief Marine Engineer shall no longer be entitled to the prevailing rate of wages and benefits under Section 220 of the Labor Law. Wages and supplements for these titles will be collectively bargained and resolved pursuant to the provisions of the New York City Collective Bargaining Law. The Union agrees not to challenge any action by the City to effectuate this provision, and to support State approval of such action in the event necessary to effectuate the terms of this provision.

The union, on behalf of itself and its members, agrees to a permanent waiver of its right to file a prevailing wage claim, attached hereto as Appendix 'B'.

This section shall survive the expiration of this Agreement and continue to apply without limitation thereafter.

24. Withdrawal of Other Ongoing Litigation or Administrative Proceedings

- (i) The parties agree to withdraw with prejudice, or refrain from filing, any petitions, motions or other litigated related to the April 28, 2023, Prevailing Wage Determination, including but not limited to Case No. 2023-03809 entitled OLR v. The Comptroller of the City of New York and Marine Engineers' Beneficial Association, AFL-CIO, the Petition docketed as 2023-03809, and the August 15, 2023, Motion to Dismiss filed by Daniel R. Bright on behalf of the Marine Engineers' Beneficial Association.
- (ii) The Union agrees to withdraw with prejudice the following matters:
  - a. Grievances:
    - i. A-16014-23 (holiday pay)
  - b. Article 78 Petitions:
    - i. The Union agrees to withdraw with prejudice the case docketed as ROLAND REXHA, as Secretary-Treasurer of the Marine Engineers Beneficial Association, AFL-CIO v. THE CITY OF NEW YORK, Index No. 153331/2022.

25. 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 and are deemed to be part of this MOA.

Effective June 25, 2019, there shall be a recurring two-hundred and fifty dollars (\$250.00) per annum per employee (active and retiree) increase to the welfare fund contribution.

26. Prohibition of Further Economic Demands

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

27. Payroll and Direct Deposit

- a. Effective as soon as practicable following ratification of this agreement, all employees 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.
- b. 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.

28. Continuation of Terms

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

29. Approval of Agreement

This Agreement is subject to union ratification.

**FOR THE CITY OF NEW YORK**

BY: 

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RENEE CAMPION  
Commissioner of Labor Relations

**FOR MARINE ENGINEERS'  
BENEFICIAL ASSOCIATION**

BY: 

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ROLAND REXHA  
Secretary Treasurer

Dated: August 25, 2023

Appendix "B"

GENERAL RELEASE AND WAIVER

District No. 1 – Pacific Coast District, MEBA, AFL-CIO, bargaining representative of employees in the titles Captain, Chief Marine Engineer, Marine Engineer, Assistant Captain, Chief Marine Engineer (DC), Mate and Mate (DC), for and in consideration of the wage rates and supplemental benefit package negotiated and agreed upon by the Union and the City of New York as set forth in a collective bargaining agreement for the period beginning November 7, 2011 and terminating January 4, 2027, a copy of which has been made available to the Union, hereby voluntarily and knowingly agrees to:

1. Waive, withdraw, relinquish, and refrain from filing, pursuing or instituting any claim for wages, supplements or other benefits, or any right, remedy, action or proceeding, which the Union has or may have under Section 220 of the Labor Law.
2. Discontinue any and all action or proceedings, if any, heretofore commenced by the Union on behalf of the above mentioned titles under and pursuant to Section 220 of the Labor Law applicable to the period November 7, 2011 to the present.
3. Waive any and all interest on all differentials of basic rates of wages and supplemental benefits from November 7, 2011 to the present, except as expressly agreed upon in writing by the Union and the City. It is expressly understood that such waiver includes the waiver of any right pursuant to subdivision 8c of Section 220 of the Labor Law (L. 1967, c. 502, Section 1).
4. Release and forever discharge the City of New York from all manner of actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever in law or in equity which the Union, on behalf of employees in the above titles, shall or may have, by reason of any claim for wages or supplemental benefits pursuant to Section 220 of the Labor Law from November 7, 2011 to the present or at any other time, past or future. This waiver is intended as a permanent waiver of the Union's right to file, pursue or institute any claim for wages, supplements or other benefits, or any other right, action or proceeding, which the Union has or may have, or would otherwise have in the future, under Section 220 of the Labor Law.

**FOR MARINE ENGINEERS'  
BENEFICIAL ASSOCIATION**

BY: 

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ROLAND REXHA  
Secretary Treasurer

Dated: August 25, 2023