

2010-2021 MEMORANDUM OF AGREEMENT
LOCAL LODGE NO. 5 AND THE CITY OF NEW YORK
METAL WORK MECHANICS

MEMORANDUM OF AGREEMENT entered into this 7th day of March, 2022 by and between the undersigned Local Lodge No. 5, International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers & Helpers (the "Union") and the City of New York (the "City").

WHEREAS, an impasse panel has issued a report and recommendation in the matter docketed as OCB No. I-273-28; and

WHEREAS, the undersigned parties desire to enter into a collective bargaining agreement consistent with the report and recommendation, including this *2010-2020 MOA* and the agreement successor to the one terminating on March 2, 2010, to cover the employees in the civil service title of Metal Work Mechanic represented by the Union; and

WHEREAS, the undersigned parties intend by this *2010-2020 MOA* to cover all economic and non-economic matters and to incorporate the terms of this *2010-2020 MOA* into a collective bargaining agreement covering the period from March 3, 2010 through October 2, 2020;

NOW, THEREFORE, it is jointly agreed as follows:

1. Term: 3/3/2010 – 10/2/2020

2. Ratification Bonus

A lump sum cash payment in the amount of \$1,000, pro-rated for other than full-time employees, shall be payable as soon as practicable upon execution of the Agreement to those employees who are on payroll as of the date of execution. The lump sum cash payment shall be pensionable, consistent with applicable law.

- a. Part-time per annum and full-time per diem Employees shall receive a pro-rata lump sum cash payment the computation of which shall be based on service during the period from March 1, 2021 through February 28, 2022.
- b. 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 portion of the lump sum cash payment based on their regularly scheduled hours and the hours in a full calendar year.
- c. 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.
- d. 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 case-by-

case interpretations shall not be subject to any dispute resolution procedures as per past practice of the parties.

3. General Wage Increases

Date	Wage Increase
9/3/2011	1%
9/3/2012	1%
9/3/2013	1%
9/3/2014	1.5%
9/3/2015	2.5%
9/3/2016	3.056%
3/3/2017	2%
1/3/2018	0.25%
3/3/2018	2.25%
4/3/2019	3%

4. Annuity Contribution

Effective January 3, 2019, the annuity contribution shall be increased by \$371.33 per annum.

5. Direct Deposit

Effective upon ratification, the employer may require all employees hired after the date of execution of this agreement be enrolled in direct deposit.

6. 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 an Appendix, and is deemed to be part of this *2010-2020 Local Lodge 5 MOA*.

7. Prohibition of Further Demands

No Party to this agreement shall make additional economic or non-economic demands during the term of this *2010-2020 Local Lodge 5 MOA*.


FOR THE CITY OF NEW YORK

FOR LOCAL LODGE NO. 5

BY: _____


RENEE CAMPION
Commissioner of Labor Relations

BY: _____


STEVEN LUDWIGSON
Business Manager, Local Lodge No. 5