

2020-2025 Memorandum of Agreement
Stationary Engineer (Electric) & Senior Stationary Engineer (Electric)
Local 3, International Brotherhood of Electrical Workers and
the City of New York

1. Term: April 1, 2020 – April 30, 2025 (61 months)

2. General Wage Increases

a. The following general wage increases shall be effective as of the dates set forth below:

	<u>Effective Date</u>	<u>General Wage Increases</u>
i.	May 25, 2020	3.00%
ii.	April 1, 2021	3.00% compounded
iii.	April 1, 2022	3.00% compounded
iv.	April 1, 2023	3.00% compounded
v.	April 1, 2024	3.25% compounded

b. The general wage increases set forth above shall be applied to hourly base wages, overtime, compensatory time, and premium time (including Saturday, Sunday, holiday, and night shift differential).

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 *2020-2025 Stationary Engineer (Electric) and Senior Stationary Engineer (Electric) 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.i., ii, iii, and iv. and Section 2.b. of this MOA shall be payable as soon as practicable upon ratification of this MOA.
- c. The general wage increase pursuant to Section 2.a.v. and Section 2.b. of this MOA shall be payable as soon as practicable following the effective date of such increase.

5. Welfare Fund Contributions

- a. Effective April 1, 2020, there shall be a \$50 per annum per employee increase to the active welfare fund contribution, from \$1,906.25 to \$1,956.25.
- b. Effective April 1, 2020, there shall be a \$250 per annum per employee increase to the retiree welfare fund contribution, from \$1,906.25 to \$2,156.25.
- c. Effective April 1, 2024, there shall be a \$71.42 per annum per employee increase to the retiree welfare fund contribution, from \$2,156.25 to \$2,227.67.

6. Prohibition of Further Economic Demands

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

7. Compensatory Time Option

- a. As soon as practicable, employees shall have the option to take compensatory time for overtime hours worked in lieu of cash, subject to applicable laws, including FLSA, at the discretion of their employing agency. Overtime compensated in compensatory time shall be compensated at the same rate and under the same rules as overtime compensated in cash.
- b. Any agency may continue to compensate overtime solely in cash at their discretion, or may deny requests for compensatory time in lieu of cash.

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 and the side letters hereto.

10. Approval of Agreement

This MOA is subject to union ratification.

FOR THE CITY OF NEW YORK

BY: 

RENEE CAMPION
Commissioner of Labor Relations

FOR LOCAL 3, IBEW

BY: 

SEAN FITZPATRICK
Business Representative

Dated: November 22, 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
Georgetta Gestely
Director, Employee Benefits Program

November 22, 2023

Mr. Sean Fitzpatrick
Business Representative
International Brotherhood of Electrical Workers – Local 3
158-11 Harry Van Arsdale Ave., Room 402
Flushing, NY 11365

Dear Mr. Fitzpatrick:

The parties agree to meet and discuss Certificate of Fitness (COF) for the Stationary Engineer Electric title.

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

Very Truly Yours,

Renee Campion

Agreed and Accepted on Behalf of IBEW, Local 3,

BY: Sean Fitzpatrick

Sean Fitzpatrick
Business Representative



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November 22, 2023

Mr. Sean Fitzpatrick
Business Representative
International Brotherhood of Electrical Workers – Local 3
158-11 Harry Van Arsdale Ave., Room 402
Flushing, NY 11365

Dear Mr. Fitzpatrick:

This letter serves to confirm the parties' agreement regarding wages to be paid to Senior Stationary Engineers (Electric) ("SSEEs").

During the period covered by the parties' Memorandum of Agreement ("MOA"), April 1, 2020 through April 30, 2025, all positions held by SSEEs at the Department of Environmental Protection ("DEP") have been and will continue to be designated as C+ or D+, and the general wage increases referenced in paragraphs 2.a. and 2.b. of the MOA shall apply to, among other things, the additional amounts to be paid to SSEEs C+ and SSEEs D+ during the covered period, irrespective of the DEP plants in which those employees worked or will work during the covered period. For the sake of clarity, the foregoing shall apply from April 1, 2020 through April 30, 2025.

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

Very truly yours,

Renee Campion

AGREED AND ACCEPTED ON BEHALF
OF LOCAL 3, IBEW:

BY:

SEAN FITZPATRICK
Business Representative