

2010-2018 ELECTRICAL INSPECTORS MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT entered into this 6th day of May 2014, by and between the undersigned International Brotherhood of Electrical Workers, Local 3 (the "Union"); and the City of New York (the "City").

WHEREAS, the undersigned parties desire to enter into a collective bargaining agreement, including this *2010-2018 MOA* and the agreement successor to the one terminating on March 30, 2010 ("*Successor Separate Unit Agreement*") to cover the employees represented by the Union ("Employees");

WHEREAS, the undersigned parties intend by this *2010-2018 MOA* to cover all economic and non-economic matters and to incorporate the terms of this *2010-2018 MOA* into the *Successor Separate Unit Agreement*, covering the period from March 31, 2010 through March 30, 2018;

WHEREAS, the undersigned parties intend by this *2010-2018 MOA* to continue all of the same terms and conditions specified in the *Separate Unit Agreement*, including applicable side letters, terminating on March 30, 2010, except as modified or amended below,

NOW, THEREFORE, it is jointly agreed as follows:

1. The term of the Agreement shall be from March 31, 2010 through March 30, 2018.
2. General Wage Increases
 - a.
 - i. Effective September 30, 2011, Employees shall receive a general increase of 1.00%.
 - ii. Effective September 30, 2012, Employees shall receive a general increase of 1.00%, compounded.
 - iii. Effective September 30, 2013, Employees shall receive a general increase of 1.00%, compounded.
 - iv. Effective September 30, 2014, Employees shall receive a general increase of 1.50%, compounded.
 - v. Effective September 30, 2015, Employees shall receive a general increase of 2.50%, compounded.

- vi. Effective September 30, 2016, Employees shall receive a general increase of 1.43%, compounded.
- b. Part-time per annum, per session, hourly paid and part-time per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in Section 2a on the basis of computations heretofore utilized by the parties for all such Employees.
- c. The general increases provided for in Section 2a above shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on the day prior to the general increase, e.g. the general increase provided for in Section 2 a.i shall be based on the base rates (including salary or incremental salary schedules) of the applicable titles in effect on September 29, 2011.
- d. The general increases shall be applied to the base rates, incremental salary levels and the minimum "hiring rates", minimum "incumbent rates" and maximum rates (including levels) if any, fixed for the applicable titles.

3. Service Increment

The service increment identified in Article III, Section 10 of the Collective Bargaining Agreement shall be amended to include the following:

Effective September 30, 2016, employees with the following years of service in any title covered by this agreement shall receive a service increment in the pro-rata annual amount identified below. Eligible employees shall begin to receive such pro-rata payment on their anniversary date.

<u>Service</u>	<u>Amount</u>
After 1 year of service	\$239
After 2 years of service	\$894 (an additional \$655)
After 5 years of service	\$1,546 (an additional \$652)
After 6 years of service	\$2,022 (an additional \$476)
After 9 years of service	\$2,497 (an additional \$475)
After 11 years of service	\$3,605 (an additional \$1,108)
After 12 years of service	\$4,210 (an additional \$605)
After 14 years of service	\$5,448 (an additional \$1,238)

4. 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 ratification of the Agreement to those employees who are on payroll as of the date of ratification. The lump sum cash payment shall be pensionable, consistent with applicable law.

- a. Full-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 July 1, 2013 through June 30, 2014.

- 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 5 of the *2010-2018 MOA*. Such case-by-case interpretations shall not be subject to any dispute resolution procedures as per past practice of the parties.

5. Conditions of Payment

- a. The lump sum cash payment pursuant to Section 5. of this *2010-2018 MEA* shall be payable as soon as practicable upon ratification of this *2010-2018 MEA*.
- b. The general increases pursuant to Section 2a.i, 2a.ii., 2a.iii, and 2a.iv of this *2010-2018 MEA* shall be payable as soon as practicable upon execution of this *2010-2018 MEA*.
- c. The general increases pursuant to Section 2a.v and 2a.vi of this *2010-2018 MEA* shall be payable as soon as practicable after the effective date of such increases.

6. Nothing contained in this current Agreement shall preclude the parties from their continuing discussions to identify, review, recommend and develop initiatives that will generate workplace savings, maximize the potential of the City workforce and ensure the provision of essential services, while at the same time providing increased compensation for the workforce. The parties must conclude all discussions regarding this Section no later than 24 months after the date of ratification of the Agreement unless the parties have mutually agreed to extend the deadline. Any claim that either party has of **enforcement** of a mutually agreed upon savings proposal shall be submitted to an expedited arbitration panel with the assistance of the Office of Collective Bargaining. The expedited arbitration panel shall not be used to decide the substance, merit or value of either of the parties' specific savings proposals. The final general wage increase in this Agreement as stated in Section 2a.vi shall not be paid unless and until these

discussions are completed by the parties or unless the parties mutually agree to extend the deadline.

7. Prohibition of Further Economic Demands

Except as provided for in Section 7, no party to this agreement shall make additional economic demands during the term of the *2010-2018 MOA* or during the negotiations for the *Successor Unit Agreement*.

8. 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 *2010-2018 MEA*

9. The final general wage increase in this Agreement as specified in Section 2a.vi shall not be paid unless and until there is a signed separate unit agreement.

10. This Memorandum of Agreement is subject to union ratification.

FOR THE CITY OF NEW YORK:



Robert W. Linn
Commissioner of Labor Relations

DATE: 5/6/15

FOR IBEW LOCAL 3:



Sean Fitzpatrick
Business Representative

DATE: 5-6-15