

2010-2017 Memorandum of Agreement
Communications Workers of America,
Local 1182 and the City of New York

WHEREAS, the undersigned parties desire to enter into a new collective bargaining agreement covering Traffic Enforcement Agents, Levels I and II, including this 2010-2017 Memorandum of Agreement ("2010-2017 MOA"), covering the period of March 10, 2010 through December 30, 2017;

WHEREAS, the undersigned parties intend by this 2010-2017 MOA to cover all economic matters and to incorporate the terms of this MOA into a collective bargaining agreement;

WHEREAS, the undersigned parties intend by this 2010-2017 MOA that the terms and conditions in the 2008-2010 Traffic Enforcement Agents, et al. Agreement that are applicable to Traffic Enforcement Agents, Levels I and II shall be continued for these titles, except as modified below;

WHEREAS, the Traffic Enforcement Bargaining Unit¹ has authorized Communication Workers of America, Local 1182 to enter into this 2010-2017 MOA covering Traffic Enforcement Agent Levels I and II;

NOW, THEREFORE, it is jointly agreed as follows:

1. **Term:** 7 years, 9 months, and 21 days (93 months and 21 days)
3/10/10 – 12/30/17

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 ratification of the MOA 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.

- i. Full-time per annum and full-time per diem Employees shall receive a lump sum cash payment in accordance with Interpretive Memorandum No. 102, dated August 26, 2014.
- ii. 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.

¹ The New York City Board of Certification issued a decision on January 10, 2014 in which it ordered the creation of a new Traffic Enforcement Bargaining Unit, consisting of Traffic Enforcement Agents, Levels, I, II, III, and IV, Associate Traffic Enforcement Agents, Parking Control Specialists, and Associate Parking Control Specialists. Three unions, District Council 37, AFSCME, Communications Workers of America, and International Brotherhood of Teamsters, Local 237 entered into an agreement to be jointly certified as the bargaining representative of the Traffic Enforcement Bargaining Unit. CWA, Local 1182 represents the civil service title "Traffic Enforcement Agent" at Assignment Levels I and II.

- iii. The lump sum cash payment shall not become part of the Employee's base 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.
- iv. 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

<u>Effective Date</u>	<u>General Wage Increases</u>
i. September 10, 2011	1.00%
ii. September 10, 2012	1.00% compounded
iii. September 10, 2013	1.00% compounded
iv. September 10, 2014	1.50% compounded
v. September 10, 2015	2.50% compounded
vi. September 10, 2016	3.00% compounded

4. Salary Schedules

a. Traffic Enforcement Agent, Level I

Effective March 10, 2016, the salaries for Traffic Enforcement Agents, Level I shall be governed by the salary schedule set forth below. The September 10, 2016 wage increase to employees' salaries is reflected in the third column of the chart below, while step increases to employees' salaries continue to be reflected in each row.

Traffic Enforcement Agents, Level I newly hired into the title on or after March 10, 2016 shall be placed at Step 1 of the schedule and shall remain at that step until their one year anniversary when they advance to Step 2.

On March 10, 2016, each Traffic Enforcement Agent, Level I who was previously at the new hire rate shall be placed on Step 5 of the new salary schedule. This means that a Traffic Enforcement Agent, Level I earning the September 10, 2015 new hire rate of \$31,318 shall be placed at Step 5 of the schedule on March 10, 2016 at the rate of \$33,400. On September 10, 2016, the TEA Level I shall receive the general wage increase for his or her step. At his or her Level I anniversary date, the TEA Level I shall move to Step 6.

A Traffic Enforcement Agent, Level I earning the September 10, 2015 incumbent minimum salary of \$36,015 shall be placed at Step 7 of the schedule on March 10, 2016 at the rate of \$36,115. On September 10, 2016 the TEA I shall receive the general wage increase for his or her step. At his or her Level I anniversary date, the TEA Level I shall move to Step 8.

<i>effective =></i>	3/10/2016	9/10/2016
Hiring Rate/ Step 1	\$29,812	\$30,706
Step 2	\$30,312	\$31,221
Step 3	\$31,400	\$32,342
Step 4	\$32,400	\$33,372
Step 5	\$33,400	\$34,402
Step 6	\$33,900	\$34,917
Step 7	\$36,115	\$37,198
Step 8	\$36,615	\$37,713
Step 9	\$37,180	\$38,295
Step 10	\$40,000	\$41,200

b. Traffic Enforcement Agent, Level II

Effective March 10, 2016, the salaries for all Traffic Enforcement Agents, Level II shall be governed by the salary schedule set forth below. The September 10, 2016 wage increase to employees' salaries is reflected in the third column of the chart below, while step increases to employees' salaries continue to be reflected in each row.

An incumbent Traffic Enforcement Agent, Level II earning the September 10, 2015 incumbent minimum salary of \$38,814 shall move to Step 5 on the salary schedule on March 10, 2016 at the rate of \$39,164. At his or her Level II anniversary date, the TEA Level II shall move to Step 6. On September 10, 2016 the TEA Level II shall receive the general wage increase for his or her step.

Incumbents assigned to Traffic Enforcement Agent Level II from Traffic Enforcement Agent Level I shall be placed at the step with the salary that is both closest to and higher than their current salary. Movement from step to step shall be annually on the employees' Level II anniversary. For example, a Traffic Enforcement Agent, Level I earning \$36,115 on March 10, 2016 who is then assigned to Level II on April 1, 2016 shall be placed at Step 1 of the TEA Level II salary schedule at the rate of \$37,500. At his or her Level II anniversary date, the TEA Level II shall move to Step 2. On September 10, 2016, the TEA Level II shall receive the general wage increase for his or her step.

<i>effective =></i>	3/10/2016	9/10/2016
Hiring Rate/ Step 1	\$37,500	\$38,625
Step 2	\$37,850	\$38,986
Step 3	\$38,300	\$39,449
Step 4	\$38,814	\$39,978
Step 5	\$39,164	\$40,339
Step 6	\$39,564	\$40,751
Step 7	\$40,014	\$41,214
Step 8	\$41,929	\$43,187

c. Effective March 10, 2016, the "Level Increase" formerly provided by Article III, Section 8 for TEA Level IIs shall be eliminated.

5. Conditions of Payment

- a. The lump sum cash payment pursuant to Section 2. of this 2010-2017 MOA shall be payable as soon as practicable upon ratification of this 2010-2017 MOA.
- b. The general increases pursuant to Section 3. i., ii., iii, iv and v of this 2010-2017 MOA shall be payable as soon as practicable upon ratification of this 2010-2017 MOA.

- c. The general increases provided in Section 3. vi. of this 2010-2017 MOA shall be payable as soon as practicable upon the execution of the successor unit agreement.

6. New Annuity Fund

- a. The Union shall create an annuity fund, to be called the Local 1182 TEA Annuity Fund. The purpose of the Local 1182 TEA Annuity Fund shall be to receive contributions from the Employer and to distribute and allocate such funds.
- b. On March 10, 2016 or as soon as practicable after the Local 1182 TEA Annuity Fund is established, the Employer shall contribute on behalf of covered full-time per annum employees, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each paid working day which amount shall not exceed \$261 for each employee in full pay status in the prescribed twelve (12) month period subject to the terms of the signed annuity fund agreement approved by the Corporation Counsel. For covered Employees who work less than the number of hours for their full-time equivalent title, the Employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rated daily contribution calculated against the number of hours associated with their full time equivalent title, which amount shall not exceed \$261 per annum for each employee in full time pay status in the prescribed twelve (12) month period. All payments into the annuity fund shall be retroactive to March 10, 2016.
- c. For the purposes of Section 6. b., excluded from paid working days are all scheduled days off, all days in non-pay status, and all paid overtime.

7. Prohibition of Further Economic Demands

Except as provided for in Sections 8 and 10 of this Agreement, no Party to this agreement shall make additional economic demands during the term of this 2010-2017 MOA or during the negotiations for the applicable 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, shall be attached as an Appendix, and is deemed to be part of this 2010-2017 MOA.

9. Citywide Agreement


A committee shall be established to jointly incorporate the current applicable Citywide Agreement provisions into the new unit agreement. All provisions must be mutually agreed to by the parties.

10. Nothing contained in this 2010-2017 MOA 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 9 months after the date of ratification of the 2010-2017 MOA 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. If these discussions are not completed within 9 months of ratification or extended by mutual agreement of parties, the issue of gainsharing will not be revisited until the next contract.

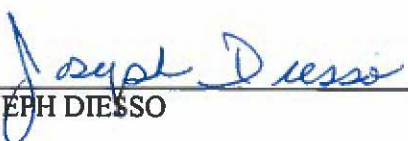
11. This Agreement is subject to union ratification.

WHEREFORE, we have hereunto set our hands and seals this 26th day of June, 2016.

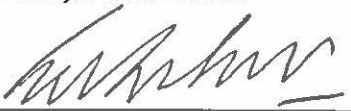
FOR THE CITY OF NEW YORK

BY: 
ROBERT W. LINN
Commissioner of Labor Relations

**FOR THE COMMUNICATIONS WORKERS
OF AMERICA**

BY: 
JOSEPH DIESSO

**FOR THE COMMUNICATIONS WORKERS
OF AMERICA, LOCAL 1182**

BY: 
SYED RAHIM
President