

2010-2018 Memorandum of Agreement
CWA Local 1180 and the City of New York

1. **Term:** 7 years and 7 months (91 months)

10/6/10 – 5/5/18

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 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.

- i. 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.
- ii. Where the regular and customary work year for a title is less than a twelve-month year, such as a school year, such computations shall be based on service during the period from September 5, 2013 through June 26, 2014 or other applicable dates for other school-based employees.
- iii. 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.
- iv. 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.
- v. 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 the *2010-2018 CWA 1180 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. April 6, 2012	1.00%
ii. April 6, 2013	1.00% compounded
iii. April 6, 2014	1.00% compounded
iv. April 6, 2015	1.50% compounded
v. April 6, 2016	2.50% compounded
vi. April 6, 2017	3.00% compounded

4. Additions to Gross

- i. Effective April 6, 2017, the general increase provided for in subsections 3. (vi) shall be applied to “additions to gross.” “Additions to gross” shall be defined to include uniform allowances, equipment allowances, transportation allowances, uniform maintenance allowance, assignment differentials, service increments, longevity differentials, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials.
- ii. Section 4 i. does not apply to Recurring Increment Payments (RIPs) that automatically increase with wage increases.
- iii. Section 4 i. does not apply to Service Increments once earned for two years that are rolled into base salary and increased with wage increases.
- iv. Section 4 i. does not apply to the experience differential that automatically increases with wage increases.

5. Conditions of Payment

- a. The lump sum cash payment pursuant to Section 2. of this *2010-2018 CWA 1180 MOA* shall be payable as soon as practicable upon ratification of this *2010-2018 CWA 1180 MOA*.
- b. The general increases pursuant to Section 3. i., ii. and iii. of this *2010-2018 CWA 1180 MOA* shall be payable as soon as practicable upon execution of this *2010-2018 CWA MOA*.

c. The general increases pursuant to Section 3. iv. and v. of this *2010-2018 CWA 1180 MOA* shall be payable as soon as practicable after the effective date of such increases of this *2010-2018 CWA 1180 MOA*.

d. The general increases provided in Section 3. vi. of this *2010-2018 CWA 1180 MOA* shall be payable as soon as practicable upon the execution of the successor unit agreement.

6. Prohibition of Further Economic Demands

Except as provided for in Sections 7 and 10 of the Agreement, no Party to this agreement shall make additional economic demands during the term of this *2010-2018 CWA 1180 MOA* or during the negotiations for the applicable *Successor Separate Unit Agreement*.

7. Additional Compensation Funds

Effective October 6, 2017, the bargaining unit shall have available funds not to exceed 0.91% to purchase recurring benefits, mutually agreed to by the parties, other than to enhance the general wage increases set forth in Section 3 or the hiring rate for new employees. The funds available shall be based on the December 31, 2011 payroll, including spinoffs and pensions. The final general wage increase in this Agreement as stated in Section 3 (vi) shall not be paid unless and until these negotiations are completed by the parties. The Union may purchase a floating holiday for employees hired on or after 7/1/04 out of the ACF.

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 CWA 1180 MOA*.

9. The final general wage increase in this Agreement as specified in Section 3 (vi) shall not be paid unless and until there is a signed separate unit agreement.

10. 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 3 (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.

11. Investment in the Workforce _

The parties agree that representatives of CWA Local 1180 and DCAS shall meet promptly to discuss improving the development of career opportunities and pathways for Local 1180 represented titles.

DCAS shall share with the union the relevant information that has been gathered thus far related to increasing recruitment, retention and promotional opportunities for the various occupational groups under discussion in the existing Joint Recruitment and Promotion Study Committee.

CWA Local 1180 shall make specific recommendations related to the titles represented by the union. The recommendations shall be made to DCAS and to the other participants in the existing Joint Recruitment and Promotion Study Committee.

The parties agree that CWA Local 1180 may join the existing Joint Recruitment and Promotion Study Committee if the other participants in the Study Committee agree.

12. The parties agree to continue their ongoing discussions regarding certain non-economic issues, but the final general wage increase in this Agreement as specified in Section 3 (vi) shall not be paid unless and until there is a signed separate unit agreement.

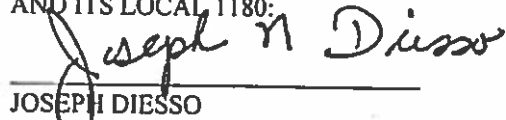
13. The Agreement is subject to union ratification.

FOR THE CITY OF NEW YORK:



ROBERT W. LINN
Commissioner of Labor Relations

FOR CWA, ON BEHALF OF ITSELF
AND ITS LOCAL 1180:



JOSEPH DIESSO
Communications Workers of America



ARTHUR CHELIOTES
President, Local 1180

DATE: 2/9/15



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Director, Employee Benefits Program

February 9, 2015

Arthur Cheliotas, President
CWA, Local 1180
6 Harrison Street
New York, NY 10013-2898

Dear Mr. Cheliotas:

This letter is confirm certain mutual understanding and agreements regarding the 2010-2018 CWA Local 1180 Memorandum of Agreement.

On April 8, 2009, the Board of Certification issued Decision and Order as follows:

Docket #: RU-1159-94

Decision: 2OCB2d 13 (BOC 2009)

Certificate No. 41-73 has been amended to add the following Title/Code:

Administrative Manager, Levels I and II (Title Code #10025)


The Administrative Manager title shall be added to the 2010-2018 CWA Local 1180 Agreement for the first time since the title was certified by the Board of Certification and so ordered to be included in this Collective Bargaining Unit as of April 8, 2009.

The parties agree that all of the employees in this bargaining unit, including the incumbent employees in the Administrative Manager title represented by CWA Local 1180 shall be paid all of the pattern-conforming salary increases specified in the parties' Agreement as follows:

1. The parties have reached a pattern-conforming settlement for a 91 month contract (7 years plus a 7 month contract extension for the period from 10/6/10 to 5/5/18);

2. All incumbent Administrative Managers represented by CWA Local 1180 will receive pattern-conforming increases similar to those received by other civilians, managers and Original Jurisdiction employees.
3. Each of the salary increases up to and including the increases effective 4/6/15 shall be applied to the new hire rate and the incumbent minimum and maximum rate accordingly, using the same formula the parties have used in the past, on the effective dates specified in the Agreement.
4. Minimums:
 - a. The Union has filed for a Request for a Declaration of Impasse to the Office of Collective Bargaining. The parties agree that the only issue before any prospective Impasse Panel shall be the determination of the incumbent minimum and maximum salary rates for the Administrative Manager title in light of the fact that the minimum and maximum salary rates were not mutually agreed to by the parties in the bargaining process for their initial inclusion in this Agreement. The new hire rate for this title shall also be determined using the same formula the parties have used in the past as has been the parties' agreement.
 - b. Notwithstanding, the parties agree that the existing incumbent minimum and maximum salary range for the Administrative Manager title represented by CWA Local 1180 shall be increased by 4.576% effective 4/6/15 (conforming to the city pattern).

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

Sincerely,

ROBERT W. LINN

c: Chris Shelton

Agreed and Accepted on behalf of CWA, Local 1180

BY: 
ARTHUR CHELIOTES, PRESIDENT