

## Memorandum of Agreement


It is hereby agreed to by the undersigned parties that the transition of school maintenance and cleaning with respect to the following titles Firemen "Helper", Firemen/Cleaner "Helper," Engineer, High Pressure Steam Engineer, Boiler Room Maintenance Men, and Coal Passers will be based upon the following agreements:

- 1) All terms and conditions between the Realty Advisory Board ("RAB") and Local 94 in the 2015 Engineer Agreement will be implemented for Local 94 employees upon transition into the new custodial system. These terms and conditions will remain in place until such time as a collective bargaining agreement is agreed-to between the not-for-profit corporation and Local 94. The transition to the not-for-profit corporation will be implemented no later than September 1, 2016.
- 2) Beginning on the date of employment by the not-for-profit corporation and through the 180<sup>th</sup> day of employment, the wage rate for current Local 94 employees shall be 85% (i.e. benefit rate to be paid in full) of the full applicable RAB rate. Current employees of Temco or ABM will not have a reduction in salary upon transition to the not-for-profit.
- 3) Local 94 members will maintain jurisdiction, as defined in Paragraphs 1 and 2 of the Local 891 Engineer agreement, including Engineers, Firemen, Firemen-Cleaner, Boiler Room Maintenance Men, and Coal Passers in buildings where Local 94 currently has jurisdiction and in buildings with a floor area greater than 55,000 square feet. Each full-time custodial worker shall have twelve (12) months of employment in each year.
- 4) Local 94 recognizes that shifts are at the discretion of the employer. Only Custodian Engineers may be called upon to perform related work. Local 94 titled workers will have the first opportunity for any overtime that exists in any Local 94 title.
- 5) There will be no layoffs of any full time Local 94 members due to the implementation of this agreement in any school currently run by a custodian. If due to the implementation of this agreement, any non-custodian-operated schools (i.e. operated by contractors ABM, Temco), workers are displaced, these workers will have first priority and preference in filling job openings in any positions within their respective Local 94 title. It is not the intention to displace any worker as a result of the implementation of this agreement; however, workers may have their work locations changed as a result of the implementation of this agreement, without a reduction in the wage rate.
- 6) Side letters will be created for the following issues:
  - Custodian Engineers who worked part-time in Local 94 positions may have their hours reduced or eliminated at the discretion of the employer.
  - All workers' sick fund balance will be preserved and transferred; no worker will lose any time due to this agreement.


- All workers' vacations balances will be preserved. These balances will be either paid out, or transferred to the current employer. No member will lose any current vacation accruals or balances.
  - The establishment of a six-step salary schedule for new employees hired in the classification of Firemen "Helper", Firemen/Cleaner "Helper" in conformance with section 230 of the Labor Law. If, at any time, a contractor returns to perform custodial services, the schedule will immediately revert back to the 3 year step schedule in the 2015 Engineer Agreement or any successor Engineer Agreement between the RAB and Local 94 in effect at that time. The parties agree to jointly support the establishment of the six-step schedule to the Office of the Comptroller. In the event such salary schedule is not able to be applied, the parties shall meet and negotiate a substitute in conformance with section 230 of the Labor Law.
  - The not-for-profit corporation will substitute for, and be successor to, Local 891 as a contributing employer for all obligations.
  - A Grievance and Arbitration procedure, which will replace the language in the 2015 RAB Engineers Agreement.
- 7) Upon transition to the new system, any member who becomes an employee of the not-for-profit employer will not be paid any "lump sum payments" under Paragraph 5 of the parties' 2007-2016 Memorandum of Agreement. However, any such member who retires in the first 60 days after the ratification of this agreement will be paid the full value of their remaining lump sum payments. Each month thereafter, any retired member will receive 1/12 less of his full Retroactive Pay. This option will expire 12 months after the 60 day period.
- 8) All remaining outstanding issues related to the retroactive wage increase pay due under Paragraph 1(b) and the first lump sum payment due under Paragraph 5(i) of the parties' 2007-2016 Memorandum of Agreement will be resolved within 3 months after the execution of this agreement, specifically payment of the 2011 – 2015 retroactive wage increases and payment of the first lump sum payment as follows:
- Local 94 members (approximately 93) whose hours were missing for the months of February and March of 2015, and who are due retroactive wage increases and/or the lump sum payment;
  - Employees who transferred from Local 32BJ into Local 94 and would otherwise have been eligible for payment, and who are due the retroactive wage increase or the lump sum payment for the hours that they were members of Local 32BJ; and
  - Employees who transferred from Local 94 into Local 891 and would otherwise have been eligible for payment, and who are due the retroactive wage increase or the lump sum payment for the hours that they were members of Local 94.

- 9) It is understood that the Local 94 High Pressure Steam Engineers rates, will be derived from the rate applicable in the current ABM and Temco contracts, for any current Local 94 title Steam Engineers.
- 10) Except as otherwise provided in this agreement (to the extent permitted by law), the prevailing wage and benefit rates established by the New York City Comptroller shall apply to Local 94 employees of the not-for-profit corporation.
- 11) This Memorandum of Agreement is subject to and conditioned on ratification by the affected members of Local 94.
- 12) Local 94 shall not support, directly or indirectly, any challenge related to the creation or operation of the not-for-profit corporation.

AGREED AND ACCEPTED:

  
\_\_\_\_\_  
Kuba J. Brown  
Business Manager/President  
IUOE Local 94

Date: April 22, 13

  
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Robert W. Linn  
Commissioner  
OLR

Date: 4/22/16



# OFFICE OF LABOR RELATIONS

40 Rector Street, New York, N.Y. 10006-1705

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MAYRA E. BELL  
*General Counsel*  
GEORGETTE GESTELY  
*Director, Employee Benefits Program*

April 21, 2016

Kuba Brown  
Business Manager/President  
IUOE Local Union 94  
331 West 44th Street  
New York, NY 10036

Dear Mr. Brown:

This is to confirm the parties' understanding, that for Local 94 school-based employees, the salary schedule shall be as follows:

- Employees new to the industry shall have a starting rate of pay of seventy percent (70%) of the then current Helper minimum rate. Such starting rate shall be increased by five percent (5%) for each twelve (12) months of employment, provided that such employee successfully continues in the Training Program, until such employee reaches the contract minimum rate, as follows:
  - after twelve (12) months = seventy-five percent (75%) of helpers rate
  - after twenty four (24) months = eighty percent (80%) of helpers rate
  - after thirty six (36) months = eighty-five percent (85%) of helpers rate
  - after forty eight (48) months = ninety percent (90%) of helpers rate
  - after sixty (60) months = ninety-five percent (95%) of helpers rate
  - after seventy two (72) months = one hundred percent (100%) of helpers rate

If, at any time, a contractor returns to perform custodial services, the schedule will immediately revert back to the 3 year step schedule in the 2015 Engineer Agreement or any successor Engineer Agreement between the RAB and Local 94 in effect at that time. The parties agree to jointly support the establishment of the six-step schedule to the Office of the Comptroller.

If the above conforms to your understanding, please sign below.

Sincerely,

A handwritten signature in black ink, appearing to be 'RW Linn', with a long horizontal flourish extending to the right.

Robert W. Linn  
Commissioner

AGREED AND ACCEPTED:

A handwritten signature in blue ink, appearing to be 'Kuba Brown', written over a horizontal line.

Kuba Brown