

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.

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.

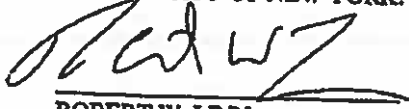
8. Health Savings and Welfare Fund Contributions

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.

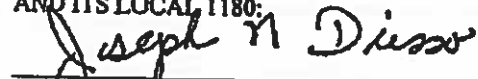
13. The Agreement is subject to union ratification.

FOR THE CITY OF NEW YORK:

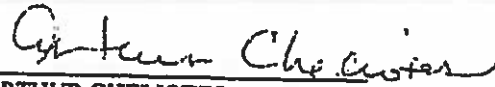


ROBERT W. LINN
Commissioner of Labor Relations

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