

MEMORANDUM OF AGREEMENT

For Successor Agreement
to the
2002 - 2006 BLUE COLLAR AGREEMENT
by and between
THE CITY UNIVERSITY OF NEW YORK
and
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 237

1/6/09 (CB)

MEMORANDUM OF AGREEMENT made this 15th day of December, 2008 (hereinafter AMOA) by and between the undersigned parties, to wit, The International Brotherhood of Teamsters, Local 237 ("Local 237" or "Union"), and The City University of New York ("CUNY");

WHEREAS, the undersigned parties desire to enter into a collective bargaining agreement modifying the 2002-2006 collective bargaining agreement between CUNY and The International Brotherhood of Teamsters, Local 237 (blue collar unit agreement applicable to Local 237), terminating on August 17, 2006 (a successor agreement), to cover employees represented by the Union ("Employees"); and

WHEREAS, the undersigned parties to this agreement intend by this MOA to cover all economic and non-economic matters and to incorporate the following terms of this MOA into the successor agreement (blue collar unit agreement applicable to Local 237), as set forth below;

NOW, THEREFORE, it is mutually agreed to by and between the parties as follows:

1. Term of Agreements:

The term of the successor agreement shall be thirty-seven (37) months from the date of termination of the applicable existing separate unit agreement, that is from August 18, 2006, through September 17, 2009.

2. Continuation of Terms

The terms of the predecessor agreement shall be continued except as modified by this MOA.

3. Prohibition of Further Economic Demands

No party to this MOA shall make additional economic demands during the term of this agreement. Any disputes hereunder shall be promptly submitted and resolved.

4. General Wage Increase

a. The general wage increases, effective as indicated, shall be as follows:

Effective Dates

- i) 3.15% percent 08/18/06
 (1st day of the contract)

ii) 4% percent – compounded 08/18/07
(1st day of the 13th month)

iii) 4% percent – compounded 08/18/08
(1st day of the 25th month)

iv) Part-time per annum, per session, hourly, per diem (including seasonal) employees and employees whose normal work year is less than a full calendar year, shall receive the increases provided in Section 4. a. (i) through (iii) on the basis of the computations heretofore utilized by the parties for all such employees.

b. The increases provided in Section 4. a. (i) through (iii) shall be calculated as follows:

i) The general increases in Section 4. a. (i) shall be upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on the last day of the applicable predecessor agreement;

ii) The general increase in Section 4. a. (ii) shall be based upon the base rates (including salary or increment salary schedules) of the applicable titles in effect on the last day of the twelfth (12th) month of the applicable successor agreement.

iii) The general increase in Section 4. a. (iii) shall be based upon the base rates (including salary or increment salary schedules) of the applicable titles in effect on the last day of the twenty-fourth (24th) month of the applicable successor agreement.

c. Other increases as follows:

i) The general increases provided in Section 4. a. above, shall be applied to the base rates, incremental salary levels and the minimum and maximum rates (including levels) if any, fixed for the applicable titles and to ~~A~~additions to gross. ~~@~~ ~~A~~Additions to gross~~@~~ shall be defined to include uniform allowance, equipment allowance, assignment differentials, service increments, longevity differentials, advancement increases, assignment (level) increases, and evening, or night shift differentials, as may be applicable.

ii) Notwithstanding Section 4. c. (i) above, the total cost of the increase set forth in 4. c. (i) as it applies to ~~A~~additions to gross,~~@~~ shall not exceed a cost of 0.11 percent of the last payroll date of December 2005 (for both CUNY=s Senior and Community Colleges), including spinoffs and pensions. Recurring increment payments, if any, are excluded from this provision.

5. **Non-Economic Revisions and/or Changes to the Blue and White Collar Unit Agreements**

a. Article VIII (Overtime), Section 1. (b) of the Blue Collar Unit Agreement shall be amended to provide that ordered involuntary overtime and ordered involuntary standby time shall be authorized in writing as soon as practicable following assignment.

b. Article VIII (Overtime), Section 7. (a) of the Blue Collar Unit Agreement shall be amended to provide an increase to the contractual overtime cap to \$68,490. Thereafter, unless otherwise agreed by the parties, the overtime cap amount shall be adjusted by future collective bargaining increases. This provision will be in effect upon execution by all the parties herein to a fully executed MOA.

c. Article VIII (Overtime), Section 8. (a) of the Blue Collar Unit Agreement shall be amended to increase the meal allowance provisions, as follows:

For two continuous hours of overtime	\$ 8.25
For five continuous hours of overtime	\$ 8.75
For seven continuous hours of overtime	\$10.75
For ten continuous hours of overtime	\$11.75
For fifteen continuous hours of overtime	\$12.75

d. Article IX (Time and Leave) of the Blue Collar Unit Agreement shall be amended wherein The City University of New York will establish a Dedicated Sick Leave Policy and Sick Leave Bank, modeled after the policies promulgated by the City of New York; a labor-management committee will be convened to discuss outstanding issues.

e. Amend Article IX (Time and Leave), Section 5. (a) (ii) of the Blue Collar Unit Agreement to permit the use of sick leave accrual for the care of an ill family member to a total of three (3) days consistent with applicable contractual rules.

f. Article IX (Time and Leave), Section 18. (d) of the Blue Collar Unit Agreement shall be amended to add language to clarify that any child care leave, including any extensions under the agreement, must be taken consecutively. Any employee returning to work before exhausting the allotted child care leave, will be deemed to have waived the remaining child care leave under the agreement.

g. Article XII (Car Allowance), Section 1. (a) of the Blue Collar Unit Agreement shall be amended to provide an increase to the car allowance to .28 cents per mile.

h. Articles XXV and XXIX (Disciplinary Procedure) of the Blue Collar Unit Agreement shall be amended to provide that in cases of disciplinary action filed against CUNY Central Office employees, the First Step of the disciplinary procedure shall be bypassed and the disciplinary procedure shall proceed directly to the Second Step.

i. Articles XXV and XXIX (Disciplinary Procedure), Section 3. B. of the Blue Collar Unit Agreement shall be amended to provide that the time limit for filing a disciplinary appeal to the CUNY Civil Service Commission shall be extended to thirty (30) working days (instead of 15 working days) of receipt of the Chancellor's Designee's written decision at Step II.

j. Articles XXV and XXIX (Disciplinary Procedure), Section 3. D. of the Blue Collar Unit Agreement shall be amended to provide that the employee and/or the Union shall state the basis for their appeal to the CUNY Civil Service Commission within thirty (30) working days of the receipt of the Chancellor's Designee's Step II decision.

k. Articles XXV and XXIX (Disciplinary Procedure), Section 3. D., paragraph 1 last sentence of the Blue Collar Unit Agreement, shall be amended to clarify that reporting appeals to the CUNY Civil Service Commission, the University may respond in writing within ten (10) working days of receipt of the statement of the basis for the appeal.

6. **Conditions of Payment**

a. The general increases provided in Section 4. a. (i) through (ii), shall be payable as soon as practicable upon execution of this MOA.

7. **Welfare Fund:**

<u>Increase</u>	<u>Effective Date</u>
\$50	08/18/07

a. Effective on the first day of the thirteenth (13th) month of the applicable successor unit agreement for The International Brotherhood of Teamsters, Local 237, the contribution paid on behalf of each full-time per annum employee to each applicable welfare fund shall be increased by fifty dollars (\$50) per annum.

b. The per annum contribution rates, as set forth in Paragraph No. 7. above paid on behalf of eligible part-time per annum, hourly, per session and per diem (including seasonal employees) and employees whose normal work year is less than a full calendar year, shall be adjusted in the same proportion heretofore utilized by the parties for all such employees as the per annum contribution rates are adjusted in Section 7. a. for full-time employees.

c. The Union agrees to provide welfare fund benefits to domestic partners of covered employees in the same manner as those benefits are provided to spouses of married covered employees.

d. Pursuant to the Health Benefits Agreement, each welfare fund shall provide welfare fund benefits equal to the benefits provided on behalf of an active employee to widow(ers), domestic partners and/or children of any employee who dies in the line of duty as that term is referenced in Section 12-126(b) (2) of the New York City Administrative Code. The cost of providing this benefit shall be funded by the Stabilization Fund.

8. **Resolution of Disputes**

a. Subject to the subsequent provisions of Section 8. b. below, any dispute, controversy, or claim concerning or arising out of the execution, application, interpretation or performance of this MOA shall be submitted to arbitration upon written notice therefore by any of the parties to this MOA to the party with whom such dispute or controversy exists. The matter submitted for arbitration shall be submitted to the classified staff arbitration panel in accordance with the terms of the dispute resolution provisions of the successor agreement. Any award in such arbitration proceeding shall be final and binding and shall be enforceable pursuant to Article 75 of the CPLR.

b. After incorporation of this Agreement into the applicable successor agreement, any dispute, controversy or claim referred to in Section 8. a. which arises between the parties to such separate agreement shall be submitted in accordance with the dispute resolution provisions of such applicable successor agreement.

c. The terms of this Section 8. shall be from the date of execution of this MOA to the date of execution of any Successor Agreement to this MOA.

9. **Retroactivity**

In the event that any payment is not paid on the date due under this MOA, such payment when made shall be paid retroactive to such due date.

10. **Approval and Ratification:**

The terms of this MOA are subject to approval by the Board of Trustees of The City University of New York, ratification of the CUNY employed membership of The International Brotherhood of Teamsters, Local 237, and City and State funding.

11. **Savings Clause**

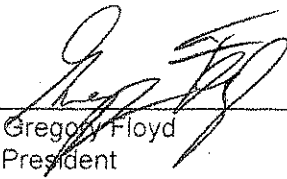
In the event that any provision of this MOA is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this MOA.


1/6/09 (CB)

WHEREFORE, we have hereunto set our hands and seals on this 15th day of December, 2008.

THE UNION

THE CITY UNIVERSITY OF NEW YORK


By: Gregory Floyd Date 12/15/08
President
International Brotherhood of Teamsters,
Local 237


By: Matthew Goldstein Date 1/06/09
Chancellor