

MEMORANDUM OF AGREEMENT

Whereas, New York City School Support Services ("the Employer") and Service Employees International Union, Local 32BJ ("the Union") are parties to a collective bargaining agreement that expires on June 30, 2020 ("CBA"); and

Whereas, the parties desire to maintain stable and predictable labor relations during the Covid-19 pandemic and address the immediate needs of the employees and students during the crisis;

Therefore, the Employer and Union agree to the following:

1. The wage rates set forth in Appendix A of the CBA shall be replaced with the following wage rates effective June 15, 2020, except that employees shall receive the wage rate increases retroactive to January 1, 2020 no later than August 31, 2020:

Cleaner:

Less than 22 months of employment:	\$20.380
22 to 42 months of employment:	\$23.097
After 42 months of employment:	\$27.173

Handyperson:

\$29.698

The wage rates shall be increased effective January 1, 2021 in accordance with rates established by the New York City Comptroller's Prevailing Wage Schedule.

2. The contribution amounts set forth in 13.2 of the CBA shall be replaced with the following effective January 1, 2020:

	Cleaner:	Handyperson:
Pension	\$2.177	\$2.177
SRSF	\$.5000	\$.500
Training	\$.084	\$.084
Legal	\$.082	\$.082

The contributions amounts shall be increased effective January 1, 2021 in accordance with Supplemental Benefit rates established by the New York City Comptroller's Prevailing Wage Schedule, and the parties shall meet to negotiate a contribution rate allocation as provided in section 13.9 of the CBA.

3. The contribution amounts set forth in 13.3 and 13.9 of the CBA shall be replaced with the following effective January 1, 2020:

Cleaner:

0-90 Days \$0.000

4-12 Months	\$6.251
13-24 Months	\$8.978
Year 3 - 5 (months 25 - 60)	\$9.158
Year 6-15 (months 61 - 180)	\$8.773
Year 16-20 (months 181 - 240)	\$9.552
Year 21 (months 241 - 252)	\$9.397
Year 22 (months 253 - 264)	\$9.552
Year 23 (months 265 - 276)	\$9.241
Year 24 (months 277 - 288)	\$9.397
Year 25 (months 289-300)	\$9.552
Year 25+ (300 + months):	\$9.552

Handyperson:

0-90 Days	\$0.000
4-12 Months	\$9.163
Year 2-5 (months 13 - 60)	\$8.997
Year 6-15 (months 61 - 180)	\$8.666
Year 16-20 (months 181 - 240)	\$9.494
Year 21 (months 241 - 252)	\$9.328
Year 22 (months 253 - 264)	\$9.494
Year 23 (months 265 - 276)	\$9.163
Year 24 (months 277 - 288)	\$9.328
Year 25 (months 289-300)	\$9.494
Year 25+ (300 + months):	\$9.494

On a monthly basis the employer should pay a "blended" rate of 9.063/hour for Cleaners and Handypersons.

The contributions amounts shall be increased effective January 1, 2021 in accordance with the Supplemental Benefit rates established by the New York City Comptroller's Prevailing Wage Schedule, and the parties shall meet to negotiate a contribution rate allocation as provided in section 13.9 of the CBA.

- Article 8 of the CBA shall be amended by changing the dates of the culTent holidays to the appropriate dates for the calendar years 2020 and 2021 , except that Lincoln' s Birthday shall be observed on the date established by the DOE.

5. Article 16 of the CBA shall be amended to provide that if there is a layoff caused by the COVID-19 pandemic of more than 5% of the workforce, the Employer shall provide the Union at least two weeks' notice of the layoff.

Layoffs shall occur in the following manner:

- a. The Employer may offer employees temporary reassignment to other City agencies, if such work is available, in lieu of layoff. Employees who volunteer for temporary assignment at other City agencies shall not be subject to lay off or bumping while they are working on such assignment, but in the event that the assignment ends and they are otherwise subject to layoff pursuant to this section 5, they shall either be laid off in accordance with section 5(c) or reassigned in accordance with section 5(d).
 - b. The Employer shall select from employees who choose to volunteer for layoff;
 - c. If there are an insufficient number of volunteers, employees with the least Borough-wide seniority within classification shall be laid off;
 - d. Employees may be temporarily reassigned to other schools within their borough.
 - e. Any employee laid off or temporarily reassigned (including those who bumped into another school or position) shall have the right to be recalled to their former school and position with no loss of seniority (including building seniority) once their position is restored.
6. Article 23 of the CBA shall be amended to provide that the Union's time limit for filing grievances shall be suspended starting February 15, 2020 until both parties give written consent to lift the suspension; provided, however, that nothing herein shall prejudice NYCSSS's timely imposition of discipline. The parties shall meet at a mutually agreeable date to discuss the scheduling of grievances.
 7. Except with respect to the wage rates and benefit fund contributions amount set forth in paragraphs 1-3 above, the parties shall resume negotiations for a successor agreement no later than February 1, 2021.
 8. All other terms of the CBA shall remain in effect through June 30, 2021.
 9. This Agreement is the complete and full understanding of the parties. No other compensation is due with respect to the implementation of the wage rates set forth in paragraph 1 above so long as the Employer complies with such paragraph.

By: S. Brennan

Date: 6/26/2020

By: Shelby Owen

Date: 6/30/2020