

2022-2027 Memorandum of Agreement
Carpenter and Supervisor Carpenter
New York City District Council of Carpenters, UBCJA and
the City of New York

1. **Term:** February 1, 2022 through January 31, 2027 (60 months)

2. **Hourly Wage Rates:**

Carpenter				
Period		Hourly Rate	Saturday Rate	Sunday & Holiday Rate
a.	02/01/22 to 01/31/23	\$55.32	\$82.98	\$110.64
b.	02/01/23 to 01/31/26	\$56.98	\$85.47	\$113.96
c.	02/01/26 to 01/31/27	\$58.83	\$88.25	\$117.66

Supervisor Carpenter				
Period		Hourly Rate	Saturday Rate	Sunday & Holiday Rate
a.	02/01/22 to 01/31/23	\$58.65	\$87.98	\$117.30
b.	02/01/23 to 01/31/26	\$60.41	\$90.62	\$120.82
c.	02/01/26 to 01/31/27	\$62.37	\$93.56	\$124.74

3. **Ratification Bonus**

A lump sum cash payment in the amount of \$3,000, pro-rated for other than full time employees, shall be payable as soon as practicable upon ratification of this *2022-2027 Carpenter and Supervisor Carpenter Memorandum of Agreement* ("MOA") to those employees who are in active payroll status and in a title covered by this MOA, as of the date of ratification. Active payroll status is defined as being in active payroll status ("B Status"), military leave with pay ("K status"), or on paid family leave. The lump sum cash payment shall be pensionable, consistent with applicable law.

All full time per annum and full time per diem employees who were in active status on the date of the ratification are entitled to receive the lump sum cash payment of \$3,000. Employees who were terminated for cause, resigned, retired, or otherwise separated from service prior to the date of ratification of this MOA shall not be eligible for the lump sum cash payment.

In no event shall any employee receive greater than \$3,000 in bonus payments pursuant to this section.

4. Conditions of Payment

- a. The lump sum cash payment pursuant to Section 3 of this MOA shall be payable as soon as practicable upon ratification of this MOA.
- b. The wage rates pursuant to Section 2.a. and 2.b. of this MOA shall be payable as soon as practicable upon ratification of this MOA.
- c. The wage rates pursuant to Section 2.c. of this MOA shall be payable as soon as practicable following the effective date of such wage rates.

5. Prohibition of Further Economic Demands

No Party to this agreement shall make additional economic or non-economic demands during the term of this MOA.

6. Compensatory Time Option

- a. As soon as practicable, employees shall have the option of cash compensation or compensatory time for overtime, including overtime worked at a premium rate on Saturday and Sunday, as well as the option of cash compensation or compensatory time for work performed on holidays, at the discretion of their employing agency. Such option shall be subject to applicable law, including the Fair Labor Standards Act. Overtime compensated in compensatory time shall be compensated at the same rate and under the same rules as overtime compensated in cash.
- b. Any agency may continue to compensate overtime or holidays solely in cash at their discretion, or may deny requests for compensatory time in lieu of cash.
- c. At the New York City Housing Authority, the accrued balance of compensatory time shall be capped at 240 hours per employee.

7. Annuity

An additional supplemental benefit in the form of an Annuity Fund payment shall be disbursed for each day actually worked, consistent with the 2008-2020 Consent Determination and existing practices. Annuity Fund payments shall be as follows:

Carpenters and Supervisor Carpenters		
Effective Date	Hourly	Daily
02/01/2022 - 01/31/2024	\$5.42	\$37.94
02/01/2024 - 01/31/2026	\$7.97	\$55.79
02/01/2026 - 01/31/2027	\$8.01	\$56.07

8. Annual Leave

Carpenters and Supervisor Carpenters, Hired on or before June 30, 2017

Effective Date	Per Annum Allowance	Monthly Accrual (hh:mm)
02/01/2022-02/20/2025	23 workdays	13:25
02/21/2025-01/31/2027	28 workdays	16:20

Carpenters and Supervisor Carpenters, Hired on or after July 1, 2017

Effective Date	Per Annum Allowance		Monthly Accrual (hh:mm)
02/01/2022- 02/20/2025	During first 8 years of service	16 workdays	09:20
	After 8 years of service	21 workdays	12:15
	After 15 years of service	23 workdays	13:25
02/21/2025- 01/31/2027	During first 8 years of service	21 workdays	12:15
	After 8 years of service	26 workdays	15:10
	After 15 years of service	28 workdays	16:20

9. Sick Leave

Carpenters and Supervisor Carpenters		
Effective Date	Per Annum Allowance	Monthly Accrual (hh:mm)
02/01/2022-02/20/2025	9 workdays	05:15
02/21/2025-01/31/2027	10 workdays	05:50

10. Payroll

Effective as soon as practicable following ratification of this agreement, all employees of Mayoral agencies, the Department of Education, and the New York City Housing Authority who receive paychecks via direct deposit shall be opted out of receiving paper pay stubs. Employees may choose to opt-in and receive paper stubs via NYCAPS Employee Self-Service or the appropriate method at employers not on NYCAPS.

11. Continuation of Terms

The terms of the predecessor Consent Determination, MOA, and related agreements shall be continued except as modified pursuant to this MOA.

12. Approval of Agreement


This MOA is subject to union ratification.

FOR THE CITY OF NEW YORK

**FOR THE DISTRICT COUNCIL OF
CARPENTERS, UBCJA**

BY: 

RENEE CAMPION
Commissioner of Labor Relations

BY:  12/13/23

MARTIN LYDON
Director of Civil Service Affairs
New York City District Council of
Carpenters, UBCJA



Office of Labor Relations

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December 13TH, 2023

Mr. Martin Lydon
Director of Civil Service Affairs
New York City District Council of Carpenters, UBCJA
395 Hudson Street
New York, NY 10014

Re: Reallocation of Wages to Benefits 2022-2027 Carpenter and Supervisor Carpenter

Dear Mr. Lydon:

This letter serves to confirm the following agreement and understanding of the parties regarding the reallocation of wages to enhance annuity, annual leave and sick leave benefits.

- a. The parties agree that the current pattern general wage increases of 3%, 3%, 3%, 3%, and 3.25%, if allocated entirely to wage increases, would result in the following hourly wages for bargaining unit employees employed in the following titles as of the expiration date of the current bargaining period:

Carpenter			
Period	Hourly Rate	Saturday Rate	Sunday & Holiday Rate
02/01/22 to 01/31/23	\$55.32	\$82.98	\$110.64
02/01/23 to 01/31/24	\$56.98	\$85.47	\$113.96
02/01/24 to 01/31/25	\$58.69	\$88.04	\$117.38
02/01/25 to 01/31/26	\$60.45	\$90.68	\$120.90
02/01/26 to 01/31/27	\$62.41	\$93.62	\$124.82

Supervisor Carpenter

Period	Hourly Rate	Saturday Rate	Sunday & Holiday Rate
02/01/22 to 01/31/23	\$58.65	\$87.98	\$117.30
02/01/23 to 01/31/24	\$60.41	\$90.62	\$120.82
02/01/24 to 01/31/25	\$62.22	\$93.33	\$124.44
02/01/25 to 01/31/26	\$64.09	\$96.14	\$128.18
02/01/26 to 01/31/27	\$66.17	\$99.26	\$132.34

- b. The parties further agree to reallocate a portion of the general wage increases referenced in subsection "a" above to fund the following enhancements in annuity, annual leave and sick leave benefits, as set forth in this Memorandum of Agreement:

Annuity Fund

Carpenters and Supervisor Carpenters		
Effective Date	Hourly	Daily
without reallocation		
02/01/2022 - 01/31/2026	\$5.42	\$37.94
02/01/2026 - 01/31/2027	\$5.46	\$38.22
with reallocation		
02/01/2022 - 01/31/2024	\$5.42	\$37.94
02/01/2024 - 01/31/2026	\$7.97	\$55.79
02/01/2026 - 01/31/2027	\$8.01	\$56.07

Annual Leave

Carpenter and Supervisor Carpenter, for employees hired on or before June 30, 2017

Accrual rate without reallocation		
Effective Date	Per Annum Allowance	Monthly Accrual (hh:mm)
02/01/2022 - 01/31/2027	23 workdays	13:25

Accrual rate with reallocation		
Effective Date	Per Annum Allowance	Monthly Accrual (hh:mm)
02/01/2022 - 02/20/2025	23 workdays	13:25
02/21/2025 - 01/31/2027	28 workdays	16:20

Carpenter and Supervisor Carpenter, for employees hired on or after July 1, 2017

Accrual rate without reallocation		
Effective Date	Per Annum Allowance	Monthly Accrual (hh:mm)
2/1/2022 - 1/31/2027	During first 8 years of service 16 workdays	09:20
	After 8 years of service 21 workdays	12:15
	After 15 years of service 23 workdays	13:25

Accrual rate with reallocation		
02/01/2022- 2/20/2025	During first 8 years of service 16 workdays	09:20
	After 8 years of service 21 workdays	12:15
	After 15 years of service 23 workdays	13:25
02/21/2025- 01/31/2027	During first 8 years of service 21 workdays	12:15
	After 8 years of service 26 workdays	15:10
	After 15 years of service 28 workdays	16:20

Sick Leave

Carpenter and Supervisor Carpenter

Effective Date	Per Annum Allowance	Monthly Accrual (hh:mm)
without reallocation		
02/01/2022- 01/31/2027	9 workdays	05:15
with reallocation		
02/01/2022- 02/20/2025	9 workdays	05:15
02/21/2025- 01/31/2027	10 workdays	05:50

- c. In the event the parties do not agree, pursuant to Labor Law Section 220(8-d), to a compromise of the prevailing rate for the bargaining period that immediately follows the current bargaining period, and the New York City Comptroller issues a final determination of the prevailing rates of wages and supplements paid and provided to bargaining unit employees during the bargaining period that immediately follows the current bargaining period ("the next round"), then the parties agree, for purposes of compliance with the aforesaid final determination, but for no other purposes, that (1) the wages set forth in subsection "a" above shall be deemed to be the wages that were paid to

bargaining unit employees as of the expiration date of the current bargaining period, and (2) the supplements provided to bargaining unit employees as of the expiration date of the current bargaining period, exclusive of the enhancements referenced in subsection "b" above, shall be deemed to be the supplements provided to bargaining unit employees as of the expiration date of the current bargaining period. By way of illustration, if hypothetically, the parties' reallocation of \$3/hr. from wages to supplements resulted in an outgoing wage of \$50.50/hr. (instead of \$53.50/hr.) and outgoing supplements of \$43.50/hr. (instead of \$40.50/hr.) then, in any compliance proceeding concerning the next round, the parties would request that the Comptroller calculate the amounts paid and/or owed based on (a) a comparison of the prevailing rate of wage with the pre-allocation wage rate of \$53.50/hr., and (b) a comparison of the prevailing rate of supplements with the pre-allocation supplements rate of \$40.50 per hr.

- c. The parties agree that, in a compliance proceeding before the Comptroller concerning the prevailing wages and supplements to be paid and provided to bargaining unit employees during the bargaining period that immediately follows the current bargaining period, they will provide the Comptroller with a copy of this side letter agreement and stipulate that it accurately states the parties' agreement with respect to the particular terms and conditions specified herein. This side letter agreement shall apply only to the particular terms and conditions specified herein.
- d. In the event a further agreement is necessary to effectuate the terms of this side letter agreement following the date of the aforesaid Comptroller's final determination, the parties agree to enter into such further agreement on mutually acceptable terms.

If the above accords with your understanding, please indicate your acceptance by signing below.

Very Truly Yours,



RENEE CAMPION
Commissioner

AGREED AND ACCEPTED BY:



MARTIN LYDON
Director of Civil Service Affairs