

2018-2022 Memorandum of Agreement
District Council 37, Local 983 High Pressure Plant Tenders
and the City of New York

1. Term: 4 years and 1 month (49 months)

4/24/18 – 5/23/22

2. Wage Increases

a. General Wage Increases

	<u>Effective Date</u>	<u>General Wage Increases</u>
i.	April 24, 2018	2.00%
ii.	April 24, 2019	2.25% compounded

b. Effective August 24, 2020, the following rates shall apply:

i. For those hired before August 24, 2020:

<u>Years of Service</u>	<u>Wage Rate</u>
Less than 15 Years	\$37.60
After 15 Years	\$38.30
After 20 Years	\$42.20

ii. For those hired on or after August 24, 2020

<u>Years of Service</u>	<u>Wage Rate</u>
Less than 2 Years	\$35.00
After 2 Years	\$37.60
After 15 Years	\$38.30
After 20 Years	\$42.20

3. Conditions of Payment

a. The general wage increases pursuant to Section 2.a. of this *2018-2022 DC 37 High Pressure Plant Tender Memorandum of Agreement* (“MOA”) shall be payable as soon as practicable upon the ratification of this MOA.

b. The wage rates pursuant to Section 2.b. of this MOA shall be payable as soon as practicable after the effective date.

4. Prohibition of Further Economic Demands

No party to this agreement shall make additional economic demands during the term of this MOA.

5. Education Fund

Effective February 24, 2019 the City's contribution to the DC37 Education Fund shall be a total of \$100 per covered employee per annum.

6. Health Savings and Welfare Fund Contributions

The May 5, 2014 and June 28, 2018 letter agreements 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 are deemed to be part of this MOA.

Effective November 24, 2021, there shall be a \$50 per annum (active and retiree) increase to the welfare fund contribution.

7. Annuity Contribution

Effective August 24, 2020, the annuity contribution shall be increased from \$1.29 to \$3.37 per day for each paid working day, up to a maximum of \$879.57 per annum.

8. Night Shift Differential

Effective August 24, 2020, the contractual night shift differential shall be paid on an hourly basis for any hours worked between 4:00 pm and 8:00 am.

9. Paid Family Leave

The parties agree to work together to "opt in" to the New York State Paid Family Leave Program, as implemented by the City of New York, as soon as practicable following the ratification of this MOA and agree to take the necessary steps to implement.

10. Direct Deposit

Effective the day after this agreement is ratified, the employer may require that all newly hired employees be paid exclusively through direct deposit or electronic funds transfer. For employees on direct deposit, the employer may provide pay stubs electronically except where the employee has requested in writing to receive a printed pay stub.

Further, the parties shall work together regarding incumbent employees' enrollment in direct deposit, with the objective of 100% of employees being paid electronically.

11. Continuation of Terms

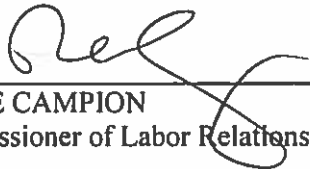
The terms of the predecessor Consent Determination and related agreements shall be continued except as modified pursuant to this MOA.

12. Approval of Agreement

This Agreement is subject to union ratification.

FOR THE CITY OF NEW YORK

**FOR DISTRICT COUNCIL 37,
AFSCME, AFL-CIO**

BY: 
RENEE CAMPION
Commissioner of Labor Relations

BY: 
HENRY GARRIDO
Executive Director

Dated: September 19, 2019



Office of Labor Relations

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Renee Campion
Commissioner

Steven H. Banks
First Deputy Commissioner
General Counsel

Claire Levitt
Deputy Commissioner
Health Care Cost Management
Georgette Gestely
Director, Employee Benefits Program

September 19, 2019

Mr. Henry Garrido
Executive Director
District Council 37, AFSCME, AFL-CIO
125 Barclay Street
New York, New York 10007

Re: HPPT Prevailing Rate

Dear Mr. Garrido:

This letter confirms the parties' agreement regarding the 11-year period following the expiration of the 2018-2022 HPPT Memorandum of Agreement.

In addition to a waiver for the term of the MOA consistent with the waiver set forth in prior Consent Determinations, the Union agrees to execute a full release to the City of New York et al., for the period from May 24, 2022 through May 23, 2033, such release being set forth in the General Release and Waiver attached hereto.

During the above-referenced time period, the parties shall negotiate successor Memorandums of Agreement and Consent Determinations consistent with the economic value and contract length of the agreements reached by the City of New York and District Council 37 for the applicable contract "round." However, neither this agreement nor the waivers mentioned in the agreement shall prevent the parties from negotiating contract modifications so long as the total value does not exceed the applicable economic value reached by the City and DC37. Nor shall this agreement in anyway limit the bargaining unit's right to negotiate separate and apart from DC37 Citywide bargaining.

The Union shall refrain from filing any Article 78 proceedings or any other proceedings under Section 220 of the New York State Labor Law, in whole or in part with respect to any provision made in each Consent Determination during the above-referenced period for any additional benefits other than those contained in each consent determination, excepting that the right is reserved to bring any necessary proceedings for the enforcement of the terms of any Consent Determination. The Union agrees to waive any and all claims to supplemental benefits payable under subdivision 3 of Section 220 of the Labor Law of the State of New York, such waiver being annexed hereto, and accept in lieu thereof the supplemental benefits set forth in

each Consent Determination during the above-referenced period, and as set forth in Appendix A to each Consent Determination as modified. Any legal claims of any nature, including specifically, but not limited thereto, premium rates, holiday rates, shift rates, overtime rates or any other legal claims affecting rates and supplemental benefits of any kind whatsoever, are merged into each compromise and settlement for the periods of each Consent Determination for the period including May 24, 2022 through May 23, 2033. The basic rates and supplemental benefits set forth in each Consent Determination during the above-referenced period are not to be construed as true prevailing rates and supplemental benefits but shall be considered rates and benefits in compromise and settlement of all issues of law and fact. The submission of any Labor Law complaint, effective on the day after the expiration of a Consent Determination expiring after May 23, 2033, can be made to the Bureau of Labor Law, Office of the Comptroller on or after the date of expiration.


The above paragraph and attached waiver are contingent on the City offering the same economic value increase, including supplemental benefits, it offers DC37 in each Citywide round of economic bargaining through the 2033 waiver date.

If the above accords with your understanding, kindly execute the signature line provided below.

Very truly yours,


Renee Champion

AGREED AND ACCEPTED BY:



HENRY GARRIDO
Executive Director
District Council 37
AFSCME, AFL-CIO

GENERAL RELEASE AND WAIVER

District Council 37, AFSCME, AFL-CIO (hereinafter referred to as the "Union"), as the certified collective bargaining representative of employees in the title High Pressure Plant Tender for and in consideration of the wage rates and supplemental benefit package negotiated and agreed upon by the Union and the City of New York as set forth in a collective bargaining agreement for the period beginning April 24, 2018 through May 23, 2022, and in consideration of the agreement made regarding the period from May 24, 2022 through May 23, 2033, a copy of which has been made available to the Union, hereby voluntarily and knowingly agrees to:

1. Waive, withdraw, relinquish, and refrain from filing, pursuing or instituting any claim for wages, supplements or other benefits, or any right, remedy, action or proceeding, which the Union has or may have under Section 220 of the Labor Law, from May 24, 2022 through the expiration date of a consent determination encompassing the date of May 23, 2033.
2. Discontinue any and all action or proceedings, if any, heretofore commenced by me or on my behalf of the above mentioned titles under and pursuant to Section 220 of the Labor Law applicable to the period from May 24, 2022 through the expiration date of a consent determination encompassing the date of May 23, 2033.
3. Waive any and all interest on all differentials of basic rates of wages and supplemental benefits from May 24, 2022 through the expiration date of a consent determination encompassing the date of May 23, 2033, except as expressly agreed upon in writing by the Union and the City. It is expressly understood that such waiver shall include the waiver of any right to interest payments pursuant to Subdivision 8c of Section 220 of the Labor Law (L. 1967,c. 502, Section 1).
4. Release and forever discharge the City of New York from all manner of actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, covenants, trespasses, damages, judgments, extents, executions, claims and demands whatsoever in law or in equity which the Union, on behalf of employees in the above titles, shall or may have, by reason of any claim for wages or supplemental benefits pursuant to Section 220 of the Labor Law from May 24, 2022 through the expiration date of a consent determination encompassing the date of May 23, 2033, except as expressly agreed upon in writing by the Union and the City for that period.

DISTRICT COUNCIL 37, AFSCME, AFL-CIO



Henry Garrido
Executive Director