

2010-2017 Memorandum of Agreement
District Council 37 and the City of New York

1. Term: 7 years and 4 months (88 months)

3/3/10 – 7/2/17

or 88 months from the date of termination of the applicable existing Successor Separate Unit Agreement.

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 *2010-2017 DC 37*

MEA. Such case-by-case interpretations shall not be subject to any dispute resolution procedures as per past practice of the parties.

3. General Wage Increases

<u>Effective Date</u>	<u>General Wage Increases</u>
i. September 3, 2011	1.00%
ii. September 3, 2012	1.00% compounded
iii. September 3, 2013	1.00% compounded
iv. September 3, 2014	1.50% compounded
v. September 3, 2015	2.50% compounded
vi. September 3, 2016	3.00% compounded
vii. For Separate Successor Unit Agreements with different effective dates, these general wage increases shall be implemented in accordance with the appropriate effective dates.	

4. Additions to Gross

- i. Effective September 3, 2016 or the applicable date of the Successor Separate Unit Agreement, the general increase provided for in subsections 3. (vi) shall be applied to "additions to gross." "Additions to gross" shall be defined to include uniform allowances, equipment allowances, transportation allowances, uniform maintenance allowance, assignment differentials, service increments, longevity differentials, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials.
- ii. Section 4 i. does not apply to Recurring Increment Payments (RIPs) that automatically increase with wage increases.
- iii. Section 4 i. does not apply to Service Increments once earned for two years that are rolled into base salary and increased with wage increases.

5. Conditions of Payment

- a. The lump sum cash payment pursuant to Section 2. of this *2010-2017 DC 37 MEA* shall be payable as soon as practicable upon ratification of this *2010-2017 DC 37 MEA*.

b. The general increases pursuant to Section 3. i., ii. and iii. of this *2010-2017 DC 37 MEA* shall be payable as soon as practicable upon execution of this *2010-2017 DC 37 MEA*.

c. The general increases pursuant to Section 3. iv. and v. of this *2010-2017 DC 37 MEA* shall be payable as soon as practicable after the effective date of such increases of this *2010-2017 DC 37 MEA*.

d. The general increases provided in Section 3. vi. of this *2010-2017 DC 37 MEA* 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 *2010-2017 DC 37 MEA* or during the negotiations for the applicable *Successor Separate Unit Agreement*.

7. Additional Compensation Funds

Effective 3/3/17 or the applicable date of the Successor Separate Unit Agreement, each bargaining unit shall have available funds not to exceed 0.52% 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. A unit 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 *2010-2017 DC 37 MEA*.

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.

10. Nothing contained in this current Agreement shall preclude the parties from their continuing discussions to identify, review, recommend and develop initiatives that will generate workplace savings, maximize the potential of the City workforce and ensure the provision of essential services, while at the same time providing increased compensation for the workforce. The parties must conclude all discussions regarding this Section no later than 24 months after the date of ratification of the Agreement unless the parties have mutually agreed to extend the deadline. Any claim that either party has of **enforcement** of a mutually agreed upon savings proposal shall be submitted to an expedited arbitration panel with the assistance of the Office of Collective Bargaining. The expedited arbitration panel shall not be used to decide the substance, merit or value of either of the parties' specific savings proposals. The final general wage increase in this Agreement as stated in Section 3 (vi) shall not be paid unless and until these discussions are completed by the parties or unless the parties mutually agree to extend the deadline.

11. Joint Recruitment and Promotion Study Committee (R&P Committee)

- A. The parties agree to establish the Joint Recruitment and Promotion Study Committee (R&P Committee), which shall consist of four representatives from DC37, and one representative each from the Department of Citywide Administrative Services (DCAS), the Office of Management and Budget (OMB), the Mayor's Office of Operations, and the Office of Labor Relations (OLR).
- B. The R&P Committee shall make recommendations regarding ways of increasing the recruitment, retention, and promotional opportunities for minorities and women in DC37 titles, where such populations have been historically under-represented.
- C. The R&P Committee can, by mutual agreement, consult with other municipal agencies, municipal employers, municipal unions, and such other private sector and public sector subject matter experts as necessary to carry out its mission.
- D. Among the areas to be considered by the R&P Committee are the following:
 - D.1. A review of the City's process of selection for promotions to DC37 titles including the impact of the 1 in 3 selection rule on promotional opportunities for minorities and women in DC 37 titles.
 - D.2. A review of DC37 titles with limited promotional opportunities to make recommendations to DCAS regarding the need for promotional opportunities and/or the establishment of new titles or levels if necessary;
 - D.3. Developing a program to facilitate internal recruitment of DC37 employees for collateral promotion across titles series; such a program could include the establishment of trainee positions or alternate training programs; A review of available city and union funded training programs to make recommendations to DCAS and the DC37 Education Fund concerning the establishment of new training and skills upgrading programs and courses to enhance employees' opportunities for career advancement, if warranted; and

D.4. Opportunities to more efficiently and effectively utilize existing funding sources for training DC37 members.

- E. Wherever possible, the R&P Committee will utilize relevant studies and analyses already prepared by DCAS and the DC37 Education Fund. The R&P Committee shall make prospective recommendations only.
- F. The R&P Committee shall issue a preliminary set of recommendations within six months of ratification of this agreement, and shall determine a date for issuing a final set of recommendations. The parties can mutually agree to extend the six month deadline. The dates for issuing preliminary and final recommendations may be extended by mutual agreement of the parties.
- G. There shall be \$150,000 reserved for the R&P Committee for the term of this Agreement, to, by mutual agreement, assist in this effort. The R&P Committee may also seek additional grant funding to support its work.

12. Immediately after ratification, the City shall make good faith efforts to ensure due process protections for provisionals, similar to the Citywide Agreement due process procedures, for provisional employees in the Department of Education, New York City Housing Authority and the NYC Health and Hospitals Corporation.

13. Except as provided for in Section 14, this Agreement does not apply to DC 37-represented Prevailing Rate Groups, EMS, Fire Protection Inspectors, Urban Park Rangers and also Traffic Enforcement Agents Level III and IV who shall be the subject of subsequent negotiations.

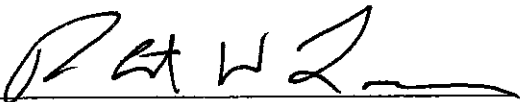
14. Prevailing Rate

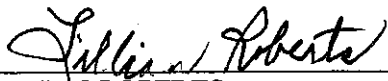
- i. The general wage increases in Section 3 of the 2010-2017 District Council 37 MEA shall be available to prevailing rate groups who have settled the "2008-2010" round of bargaining.
- ii. The effective dates of the general wage increases in Section 14 i., above, shall conform to the corresponding dates for each bargaining unit, as applicable.

15. The Agreement is subject to union ratification

FOR THE CITY OF NEW YORK

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

BY: 
ROBERT W. LINN
Commissioner of Labor Relations

BY: 
LILLIAN ROBERTS
Executive Director

July 1, 2014