

2022-2026 Memorandum of Agreement
District Council 37, Local 983, High Pressure Plans Tenders
and the City of New York

1. Term: 5 years, 6 months
5/24/22 – 11/23/27

2. Wage Increases

a. General Wage Increases

<u>Effective Date</u>	<u>General Wage Increases</u>
i. May 24, 2022	3.00%
ii. May 24, 2023	3.00% compounded
iii. May 24, 2024	3.00% compounded
iv. May 24, 2025	3.00% compounded
v. May 24, 2026	3.25% compounded

- b. Effective May 24, 2024, the following rates, which are inclusive of the 3.0% general wage increase in 2.a.iii., shall apply:

i. For those hired before August 24, 2020:

Years of Title Service	Hourly Wage Rate
Years 0-4	\$41.20
Years 5-9	\$41.41
Years 10-14	\$42.21
Years 15-19	\$43.12
Years 20+	\$46.11

ii. For those hired after August 24, 2020:

Years of Title Service	Hourly Wage Rate
Years 0-1	\$38.93
Years 2-4	\$41.20
Years 5-9	\$41.41
Years 10-14	\$42.21
Years 15-19	\$43.12
Years 20+	\$46.11

3. Ratification Bonus

- a. 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 the Agreement to those employees who are in active payroll status and in a title covered by this Agreement, 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 Agreement 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 2022-2027 MOA shall be payable as soon as practicable upon ratification of this 2022-2027 MOA.
- b. The general wage increases pursuant to Section 2.a.i., ii. and iii. of this 2022-2027 MOA shall be payable as soon as practicable upon ratification of this 2022-2027 MOA.
- c. The general wage increases pursuant to Section 2.a.iv., and v. of this 2022-2027 MOA shall be payable as soon as practicable following the effective date of such increases.

5. Annuity Contribution

Effective May 24, 2024, the annuity contribution shall be increased from \$3.37 to \$4.88 for each paid working day, up to a maximum of \$ 1,273.68 per annum.

Effective May 24, 2026, the annuity contribution shall be increased from \$4.88 to \$5.11 for each paid working day, up to a maximum of \$1,333.71 per annum.

6. Welfare Fund

Effective May 24, 2024, there shall be a recurring \$50 per annum per employee (active and retiree) increase to the welfare fund contribution.

7. Prohibition of Further Economic Demands

No party to this agreement shall make additional economic or non-economic demands during the term of this 2022-2027 MOA.

8. Payroll

Effective as soon as practicable following ratification of this agreement, all employees of Mayoral agencies, 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.

9. Continuation of Terms

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

10. Approval of Agreement

This Agreement is subject to union ratification.

FOR THE CITY OF NEW YORK

BY:



RENEE CAMPION
Commissioner of Labor Relations

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

BY:



ROSE LOVAGLIO-MILLER
Associate Director

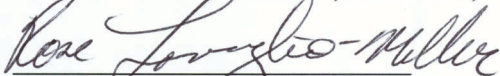
Dated: February 15, 2024

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 May 24, 2022 through November 23, 2027, and in consideration of the agreement made regarding the period from November 24, 2027 through November 23, 2038, 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 November 24, 2027 through the expiration date of a consent determination encompassing the date of November 23, 2038.
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 November 24, 2027 through the expiration date of a consent determination encompassing the date of November 23, 2038.
3. Waive any and all interest on all differentials of basic rates of wages and supplemental benefits from November 24, 2027 through the expiration date of a consent determination encompassing the date of November 23, 2038, 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, cariances, 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 November 24, 2027 through the expiration date of a consent determination encompassing the date of November 23, 2038, except as expressly agreed upon in writing by the Union and the City for that period.

DISTRICT COUNCIL 37, AFSCME, AFL-CIO



ROSE LOVAGLIO-MILLER

Associate Director



Office of Labor Relations

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Health Care Strategy

Georgette Gestely
Director, Employee Benefits Program

February 15 , 2024

Rose Lovaglio-Miller
Associate Director
District Council 37, AFSCME, AFL-CIO
125 Barclay Street
New York, New York 10007

Re: HPPT Prevailing Rate

Dear Ms. Lovaglio-Miller:

This letter confirms the parties' agreement regarding the 11-year period following the expiration of the 2022-2027 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 November 23, 2038, 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 November 24, 2027 through November 23, 2038. 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 November 23, 2037, 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 2038 waiver date.

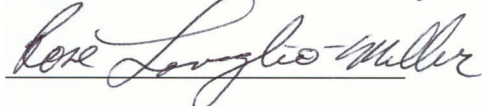
If the above accords with your understanding, kindly execute the signature line provided below.

Very truly yours,



Renee Campion

AGREED AND ACCEPTED BY:



ROSE LOVAGLIO-MILLER

Associate Director

District Council 37

AFSCME, AFL-CIO