

2021-2026 Memorandum of Agreement
District Council 37 and the City of New York

1. **Term:** 5 years, 5 months, and 12 days (65 months and 12 days) 5/26/21 – 11/6/26 or 65 months and 12 days from the date of termination of the applicable existing Successor Separate Unit Agreement.

2. **General Wage Increases**

<u>Effective Date</u>	<u>General Wage Increases</u>
a. May 26, 2021	3.00%
b. May 26, 2022	3.00% compounded
c. May 26, 2023	3.00% compounded
d. May 26, 2024	3.00% compounded
e. May 26, 2025	3.25% compounded
f. For Separate Successor Unit Agreements with different effective dates, these general wage increases shall be implemented in accordance with the appropriate effective dates.	

3. **Additions to Gross**

- a. Effective May 26, 2025 or the applicable date of the Successor Separate Unit Agreement, the general increase provided for in subsection 2. e. shall be applied to “additions to gross.” “Additions to gross” shall be defined as 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, and night shift differentials.
- b. Section 3.a. does not apply to Recurring Increment Payments (RIPs) that automatically increase with wage increases.

4. **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.

b. Proration of Lump Sum Cash Payment for other than Full-Time and Full Time-Per Diem Employees

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 lump sum cash payment the computation of which shall be based on their regularly scheduled hours between April 1, 2022 and March 31, 2023.

- i. Part-time employees who were in active pay status the entire period from April 1, 2022 through March 31, 2023, and on the date of ratification, shall receive a pro-rata lump sum payment not to exceed \$3,000.
- ii. Employees who were in active pay status on the date of ratification, and for a portion of the period April 1, 2022 through March 31, 2023, shall receive a pro-rata lump sum cash payment not to exceed \$3,000 based upon the portion of time that they were in active pay status.
- iii. Where the regular and customary work year for a title is less than a twelve-month year, such as a school year, such computations provided for in Section 4.b.i. and 4.b.ii. shall be based on active service during the customary work years falling in the period from April 1, 2022 through March 31, 2023 (e.g., for school-based employees April 1, 2022 through June 30, 2022 and September 8, 2022 through March 31, 2023). In no event shall this lump sum payment exceed \$3,000.
- 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 4 of the 2021-

2026 DC 37 MEA. Such case-by-case interpretations shall not be subject to any dispute resolution procedures as per past practice of the parties.

5. Conditions of Payment

- a. The Lump sum cash payment pursuant to Section 4 of this *2021-2026 DC37 MOA* shall be payable as soon as practicable upon ratification of this *2021-2026 DC37 MOA*.
- b. The general wage increases pursuant to Section 2.a. and b. of this *2021-2026 DC37 MOA* shall be payable as soon as practicable upon ratification of this *2021-2026 DC37 MOA*.
- c. The general wage increases pursuant to Section 2.c., d., and e. of this *2021-2026 DC37 MOA* shall be payable as soon as practicable following the effective dates of such increases.

6. Prohibition of Further Economic Demands

Except as provided for in Sections 7 and 8 of this Agreement, no Party to this agreement shall make additional economic demands during the term of this *2021-2026 DC 37 MOA* or during the negotiations for the applicable *Successor Separate Unit Agreement*.

7. Additional Compensation Funds

Effective May 26, 2023, or the applicable date of the *Successor Separate Unit Agreement*, each bargaining unit shall have available funds not to exceed 0.50% to purchase recurring benefits, mutually agreed to by the parties. The funds available shall be based on the December 31, 2020 payroll, including spinoffs and pensions.

8. Equity Panel

The parties agree to form an equity panel consisting of one member appointed by the union, one member appointed by the City, and one neutral member selected by mutual agreement of the parties.

The panel shall address employees/titles where there is demonstrable evidence of significant recruitment or retention issues and/or compelling evidence of significant changes in job duties or qualifications.

The cost of the equity panel shall be 1%, which shall be available on May 26, 2023. The funds available shall be based on the December 31, 2020 payroll, including spinoffs and pensions.

9. \$18 Minimum Rate for DC 37

Effective July 1, 2023, any title covered by this agreement whose total pay rate (at the hiring or incumbent rate) falls below \$18 per hour shall be increased to \$18 per hour effective July 1, 2023. The cost of these increases shall be charged to the Equity Fund established pursuant to Section 8 of this agreement.

10. Child Care Fund

Subject to the execution of a separate supplemental agreement between the parties, the union shall establish a Child Care Trust Fund for the purpose of providing support to members for childcare expenses. Effective May 26, 2023, the City's contribution to the DC37 Child Care Trust Fund shall be a total of \$3 Million per annum.

11. Welfare Fund

Effective May 26, 2023, there shall be a recurring \$50 per annum per employee (active and retiree) increase to the welfare fund contribution.

12. Work Flexibility Committee

The parties shall form a committee comprised of an equal number of union and city representatives to discuss work flexibility measures to enhance the recruitment and retention of City employees and employee morale, including but not limited to:

- Creation of a remote work pilot, with a goal of implementing such a pilot no later than June 1, 2023;
- Compressed work schedules;
- Flexible scheduling; and
- Transit Benefits

13. Health and Safety

The parties agree to the health and safety side letter appended to this agreement.

14. Payroll

- a. Effective as soon as practicable following ratification of this agreement, all employees of Mayoral agencies, elected officials, 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.

- b. The parties shall continue to discuss methods to encourage all employees to participate in direct deposit, including marketing of free checking options and available incentives, and changes to distribution methods.

15. Applicability

This Agreement does not apply to DC 37-represented Prevailing Rate Groups, EMS, Fire Protection Inspectors, Urban Park Rangers and Traffic Enforcement Agents Level III and IV who shall be the subject of subsequent negotiations.

16. Continuation of Terms

The terms of the predecessor separate unit agreements shall be continued except as modified pursuant to this 2021-2026 DC 37 MOA.

17. Approval of Agreement

This Agreement is subject to union ratification.

FOR THE CITY OF NEW YORK

BY: 

RENEE CAMION
Commissioner of Labor Relations

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

BY: 

HENRY GARRIDO
Executive Director

February 16, 2023



Office of Labor Relations

22 Cortlandt Street, New York, NY 10007
nyc.gov/olr

Renee Campion
Commissioner
Daniel Pollak
First Deputy Commissioner

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

February 16, 2023

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

Re: 2021- 2026 District Council 37 Memorandum of Agreement

Dear Mr. Garrido:

This letter is to memorialize the parties' mutual understandings and agreements regarding the above captioned Agreement.

1. Pandemic Response Committee:

Effective upon the date of ratification, a Pandemic Response Committee shall be established with joint Employer and Union membership. Such Committee shall study, review and discuss concerns regarding City employee safety and health related to the City's ongoing response to the COVID-19 pandemic as well as any future pandemics. The Committee shall consist of representatives of the Department of Citywide Administrative Services ("DCAS"), the Office of Labor Relations ("OLR"), the Office of Management and Budget, ("OMB") the Department of Health and Mental Hygiene ("DOHMH"), NYC Emergency Management ("NYCEM") and an equivalent number of employee representatives from District Council 37 ("DC 37"). The Committee shall be co-chaired by OLR and the DC37 Director of Safety and Health, or a designee. The Committee shall meet no less than once per year, but may be convened more frequently by mutual agreement as the situation warrants. The Committee's discussions may include, but shall not be limited to, the following areas of concern:

- i. The sharing of plans, policies, procedures and protocols for addressing future contagious diseases;
- ii. The availability of vaccines and testing for contagious diseases to City employees in the event of a declared health emergency
- iii. Reviewing information and issues related to HVAC maintenance and ventilation systems, and employee-safety concerns about proper ventilation, filtration and air circulation;
- iv. Reviewing issues related to the supply of Personal Protective Equipment (PPE) for City employees, and associated concerns related to fit testing and training;
- v. The sharing of available, relevant data and statistics regarding employees impacted by COVID-19 and other significant infectious diseases; and

- vi. Enhancing the city's mental health programs through improved education and services related to pandemics; and
- vii. Such other areas as the Committee may mutually agree.

The Committee shall coordinate as appropriate with the Citywide Occupational Safety and Health Committee established under Article XIV, Section 1 of the 2001-2021 Citywide Agreement.

It is further acknowledged that any such agreements that may arise from these Committee discussions may be contingent upon available City funding as well as funding from other sources, such as the State and Federal government.

2. Citywide Policies

Upon issuance, the City shall provide to the union a copy of any new Citywide policy, procedure, directive or similar document that addresses any infectious or contagious disease that may occur in the future.

3. Employee Mental Health/Wellness Information

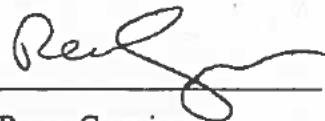
The Employer shall distribute information regarding workplace mental health services and workplace wellness resources to newly hired employees prior to the completion of thirty (30) days of employment.

4. Personal Protective Equipment

The City shall ensure there is an adequate supply in storage of appropriate masks, gloves and hand sanitizer available for city employees and shall conduct a periodic review to identify any expired items.


If the above conforms to your understanding, please execute below.

Sincerely,



Renee Campion
Commissioner
Office of Labor Relations

AGREED AND ACCEPTED BY DC 37:



Henry Garrido
Executive Director

2/16/23

Date