

**2021-2026 Memorandum of Agreement**  
**District Council 37, Local 924 Laborers and City Laborers**  
**and the City of New York**

1. Term: June 16, 2021, through July 15, 2026 (61 months)

2. Wage Increases:

<u>Effective Date</u>	<u>General Wage Increases</u>	<u>Hourly Rate</u>
a. 06/16/2021	3.00%	\$37.34
b. 06/16/2022	1.42% compounded	\$37.87
c. 06/16/2023	3.00% compounded	\$39.01
d. 06/16/2024	3.00% compounded	\$40.18
e. 06/16/2025	3.25% compounded	\$41.49

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 *2021-2026 DC37 Laborer and City Laborer Local 924 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, through 2.d, of this MOA shall be payable as soon as practicable upon ratification of this MOA.
- c. The wage rate pursuant to Section 2.e, of this MOA shall be payable as soon as practicable following the effective date of such wage rate.

5. Annuity

- a. Effective June 16, 2026, the annuity contribution shall be increased by \$0.80 to a total of \$5.33 for each paid working day up to a total maximum contribution of \$1,391.13 per annum on behalf of all full-time and full-time per diem employees.
- b. The annuity increase pursuant to this Section of this MOA shall be paid consistent with the Annuity Fund language in the 2017-2021 City Laborer Consent Determination dated April 18, 2019.

6. Welfare Fund

Effective June 16, 2026, there shall be a recurring \$50.00 per annum per employee (active and retiree) increase to the welfare fund contribution, from \$1,825 to \$1,875.

7. Annual Leave

Effective 06/16/2021 - 06/15/2022

<u>Years In Service</u>	<u>Allowance</u>	<u>Monthly Accrual (hh:mm)</u>
At the beginning of the employee's 1st year	13 work days	8:40
At the beginning of the employee's 5th year	14 work days	9:20
At the beginning of the employee's 8th year	18 work days	12:00
At the beginning of the employee's 15th year	20 work days	13:20
At the beginning of the employee's 20th year	23 work days	15:20

Effective 06/16/2022

<u>Years In Service</u>	<u>Allowance</u>	<u>Monthly Accrual (hh:mm)</u>
At the beginning of the employee's 1st year	16 work days	10:40
At the beginning of the employee's 5th year	17 work days	11:20
At the beginning of the employee's 8th year	21 work days	14:00
At the beginning of the employee's 15th year	23 work days	15:20
At the beginning of the employee's 20th year	26 work days	17:20

8. 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.

9. Release Time

Effective April 1st, 2025, the union shall have two (2) days per week of paid release time available for use by designated union officials. This release time shall be subject to the provisions of Executive Order 75. This is separate from any days available for use by District Council 37 and designated for use by officials representing this bargaining unit.

10. Prohibition of Further Economic Demands

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


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.

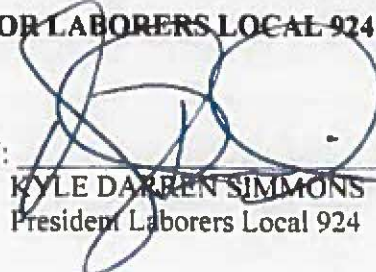
**FOR THE CITY OF NEW YORK**

BY:   
RENEE CAMPION  
Commissioner of Labor Relations

**ON BEHALF OF DISTRICT COUNCIL 37  
AFSCME, AFL-CIO**

BY:   
DANIEL KATZ  
Director of Research and Negotiation

**FOR LABORERS LOCAL 924**

BY:   
KYLE DARREN SIMMONS  
President Laborers Local 924



# 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 10th, 2025

**Kyle Darren Simmons**  
President  
Laborers Local 924  
125 Barclay Street  
New York, NY 10007

## Re: Reallocation of Wages to Benefits 2021-2026 DC37 Laborers Local 924

Dear Mr. Simmons:

This letter serves to confirm the mutual agreement of the City of New York and the DC37 Laborers Local 924 ("Union") and understanding of the parties regarding the reallocation of wages to enhance annuity fund, annual leave and welfare fund.

- 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 Laborer (TC 90753) and City Laborer (TC 90702) titles as of the expiration date of the current bargaining period:

Period	Hourly Rate
06/16/2021 to 06/15/2022	\$37.34
06/16/2022 to 06/15/2023	\$38.46
06/16/2023 to 06/15/2024	\$39.61
06/16/2024 to 06/15/2025	\$40.80
06/16/2025 to 07/15/2026	\$42.13

- 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 welfare fund as set forth in this Memorandum of Agreement:



**Annuity Fund**

Period	Per Each Paid Work Day	Per Annum Maximum
Annuity fund without reallocation		
06/16/2021 - 06/15/2026	\$4.53	\$1,182.33
06/16/2026 - 07/15/2026	\$4.69	\$1,224.09
Annuity fund with reallocation		
06/16/2021 - 06/15/2026	\$4.53	\$1,182.33
06/16/2026 - 07/15/2026	\$5.33	\$1,391.13

**Annual Leave**

**Annual Leave Accrual rate without reallocation**

Effective 06/16/2021 - 07/15/2026

Years In Service	Allowance	Monthly Accrual (hh:mm)
At the beginning of the employee's 1st year	13 work days	8:40
At the beginning of the employee's 5th year	14 work days	9:20
At the beginning of the employee's 8th year	18 work days	12:00
At the beginning of the employee's 15th year	20 work days	13:20
At the beginning of the employee's 20th year	23 work days	15:20

**Annual Leave Accrual rate with reallocation**

Effective 06/16/2021 - 06/15/2022

Years In Service	Allowance	Monthly Accrual (hh:mm)
At the beginning of the employee's 1st year	13 work days	8:40
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Effective 06/16/2022-07/15/2026

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### Welfare Fund

#### **Welfare Fund without reallocation**

Effective June 16, 2021, a Welfare Fund contribution shall continue to be paid at the rate of \$1,825.00 per annum per employee (active and retiree).

Effective June 16, 2026, there shall be a recurring \$31.25 per annum per employee (active and retiree) increase to the welfare fund contribution, from \$1,825 to \$1,856.25.

#### **Welfare Fund with reallocation**

Effective June 16, 2021, a Welfare Fund contribution shall continue to be paid at the rate of \$1,825.00 per annum per employee (active and retiree).

Effective June 16, 2026, there shall be a recurring \$50.00 per annum per employee (active and retiree) increase to the welfare fund contribution, from \$1,825 to \$1,875.

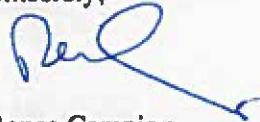
- c. In the event the parties do not agree, pursuant to Labor Law Section 220(8-d), to a compromise of the prevailing rate for the bargaining period that immediately follows the current bargaining period, and the New York City Comptroller issues a final determination of the prevailing rates of wages 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.

- d. 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.
- e. 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.

Sincerely,

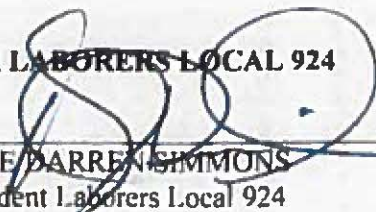


Renee Campion  
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