

**THE COMPTROLLER OF THE CITY OF NEW YORK**  
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**In the matter of the Complaint of**  
**LOCAL 237, INTERNATIONAL BROTHERHOOD OF**  
**TEAMSTERS**

**NOTICE**  
**OF**  
**FILING**

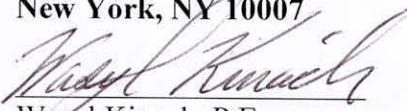
**Against**

**CITY OF NEW YORK OFFICE OF LABOR RELATIONS,**

**For a determination of the prevailing rate of wage and**  
**supplements in accordance with New York State Labor Law**  
**Article Eight.**  
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PLEASE TAKE NOTICE that annexed hereto is a true copy of a Consent Determination that was duly filed on August 29, 2016 in the Office of the Comptroller in the matter of a complaint for the fixation of compensation of Bricklayer (92205) and Supervisor Bricklayer (92271).

**Scott M. Stringer**  
**Comptroller of the City of New York**  
**One Centre Street**  
**New York, NY 10007**

By:   
Wasyl Kinach, P.E.  
Director of Classifications  
Bureau of Labor Law  
Tel: (212) 669-2203  
Fax: (212) 815-8584

TO: ROBERT W. LINN  
Commissioner  
City of New York Office of Labor Relations  
40 Rector Street, 4th Floor  
New York, NY 10006

GREGORY FLOYD  
President  
Teamsters Local 237  
216 West 14<sup>th</sup> Street  
New York, NY 10011

**BEFORE THE COMPTROLLER OF THE CITY OF NEW YORK**

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**In the Matter of the Complaint on behalf of employees in the titles:**

**BRICKLAYER (92205)  
and  
SUPERVISOR BRICKLAYER (92271)**

**for the fixation of their compensation as employees of the City of New York, et al., at the prevailing rate of wages pursuant to New York State Labor Law Section 220 et seq.**

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**CONSENT DETERMINATION**

A Complaint under Section 220 of the New York State Labor Law, having been filed by City Employees Union, Local 237, International Brotherhood of Teamsters (“Complainant”), representing employees of the City of New York, et al., in the above referenced titles (“employees”), and this Consent Determination having been agreed to between the Mayor’s Office of Labor Relations (“OLR”) on behalf of the City of New York, et al., and the Complainant, compromising the basic rates of wages, supplemental benefits and jurisdiction on all issues of law and fact as to the titles set forth in the caption,

**NOW, THEREFORE, IT IS DETERMINED BY CONSENT that:**

The compromised basic rates of wages and supplemental benefits agreed upon are and have been for the above mentioned employees of the City of New York, et al., as follows:

<u>PERIOD</u>	<u>BRICKLAYER HOURLY RATE</u>	<u>SUPERVISOR BRICKLAYER HOURLY RATE</u>
10/15/2009 to 4/14/2011	\$45.77	\$50.91
4/15/2011 to 4/14/2012	\$46.23	\$51.42
4/15/2012 to 4/14/2013	\$46.69	\$51.93
4/15/2013 to 4/14/2014	\$47.16	\$52.45
4/15/2014 to 4/14/2015	\$47.87	\$53.24
4/15/2015 to 4/14/2016	\$49.07	\$54.57
4/15/2016 to 6/8/2017	\$50.54	\$56.21

Effective October 15, 2009, overtime after forty (40) hours actually worked shall continue to be paid at the rate of time and one-half (1-1/2x), in cash. Effective September 1, 2016, overtime after forty (40) hours in pay status shall be paid at the rate of time and one-half (1-1/2x), in cash. For purposes of this benefit, "hours in pay status" shall include paid holidays and all paid leave, such as annual leave and sick leave.

Dr. Martin Luther King, Jr.'s Birthday, the third Monday in January, shall continue to be a regular holiday with pay. This holiday is in addition to those set forth in Appendix A.

Appendix A of the Comptroller's Time and Leave Regulations is further modified to provide for:

1. Effective 10/15/09 the annual leave allowance shall continue to accrue as follows:

<u>Title</u>	<u>Annual Allowance</u>	<u>Monthly Accrual (hh:mm)</u>
Bricklayer	10 ½ workdays	06:08
Supervisor Bricklayer	15 workdays	08:45

2. Effective 10/15/09, the sick leave allowance shall continue to accrue as follows:

<u>Title</u>	<u>Annual Allowance</u>	<u>Monthly Accrual (hh:mm)</u>
Bricklayer	10 workdays	05:50
Supervisor Bricklayer	4 workdays	02:20

3. **Leave Reg. Benefits:** Effective October 15, 2009, no paid leave benefits set

forth in Article III, Sections (1)(a)-(f) of Appendix A annexed hereto shall apply.

**Welfare Fund**

Effective October 15, 2009, the Welfare Fund contribution shall continue to be paid at the rate of \$1,575 per annum per active employee and at the rate of \$1,775 per annum per retired employee. Effective July 1, 2014, there shall be an increase of \$280 per employee per annum, for a rate of \$1,855 per annum per active employee and \$2,055 per annum per retiree. The contribution shall be paid per employee by the City of New York to the International Brotherhood of Teamsters, Local 237 Welfare Fund, 216 West 14th Street, New York, N.Y.

Employees who have been separated from service subsequent to June 1, 1975 and who were covered by a Welfare Fund at the time of such separation pursuant to a separate agreement between the City of New York and the Certified union representing such employees, shall continue to be so covered subject to the provisions hereof, on the same contributory basis as incumbent employees. Contributions shall be made only for such time as said individuals remain primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the City through such program; or are retirees of the New York City Employees Retirement System who have completed five (5) years of full time service with the City of New York , except that contributions for those employees hired after December 27, 2001 shall be governed by the provisions of §12-126 of the Administrative Code of the City of New York, as amended.

**Compensation Accrual Fund:**

**Bricklayers:**

Effective October 15 2009, an additional supplemental benefit in the form of a Compensation

Accrual Fund shall continue to be paid at the rate of \$1.29 an hour for each hour worked excluding vacation days, sick days, and other exclusions for days not worked pursuant to regulatory provisions affecting payment thereof. Effective April 15, 2016, this rate shall be increased by \$0.05, for a total contribution of \$1.34. For the purpose of this supplemental benefit, a compensatory day off shall be considered a workday.

**Supervisor Bricklayers:**

Effective October 15 2009, an additional supplemental benefit in the form of a Compensation Accrual Fund shall continue to be paid at the rate of \$0.54 an hour for each hour worked excluding vacation days, sick days, and other exclusions for days not worked pursuant to regulatory provisions affecting payment thereof. Effective April 15, 2016, this rate shall be increased by \$0.05, for a total contribution of \$0.59. For the purpose of this supplemental benefit, a compensatory day off shall be considered a workday.

This additional supplemental benefit, for both Bricklayers and Supervisor Bricklayers, in the form of a Compensation Accrual Fund will be subject to a separate agreement between the City of New York and Local 237 International Brotherhood of Teamsters. The liability of the City of New York shall in no event exceed the amounts hereinabove set forth for each hour worked, irrespective of any upward modification by reason of imposition of any tax, lien, attorney's fee, or otherwise, and provided further that the amount of contributions by the City shall be limited solely as to the payments as provided herein.

- a) The provisions of this Consent Determination shall be consistent with the applicable provisions of the New York State Financial Emergency Act for the City of New York, as amended.
- b) The Complainant agrees to execute a full release to the City of New York et. al., for

the period embraced herein, such release being set forth in the General Release and Waiver attached hereto as Exhibit "A."

c) The Complainant agrees to waive any and all interest on all differentials of basic rates of wages and supplemental benefits. It is expressly understood that such waiver, set forth in Exhibit "A" annexed hereto, shall include the waiver of any right to interest payments due pursuant to subdivision 8c of Section 220 of the Labor Law (L. 1967, c, 502, 1). However,

- (1) Interest on wage increases shall accrue at the rate of three percent (3%) per annum from one hundred twenty (120) days after the filing date of this Consent Determination, or one hundred twenty days after the effective date of the increase, whichever is later, to the date of actual payment.
- (2) Interest on shift differentials, holiday and overtime pay shall accrue at the rate of three percent (3%) per annum from one hundred twenty (120) days following their earning, or one hundred twenty (120) days after the filing date of this Consent Determination, whichever is later, to the date of actual payment, and
- (3) Interest accrued under (1) and (2) above shall be payable only if the amount of interest due to an individual employee exceeds five dollars (\$5.00)

d) The Complainant herein shall refrain from filing any Article 78 proceedings in whole or in part with respect to any provision made herein and for any additional benefits other than those contained herein excepting that the right is reserved to bring any necessary proceedings for the enforcement of the terms of this Consent Determination.

e) The Complainant agrees to withdraw any and all objections in all of the periods embodied herein.

f) The Complainant agrees to waive any and all supplemental benefits payable under subdivision 3 of Section 220 of the Labor Law of the State of New York, such waiver being set forth in Exhibit "A" annexed hereto, and agrees to accept in lieu thereof the supplemental benefits set forth in this Consent Determination and as set forth in Appendix A annexed hereto as modified herein.

g) Any new employee who may be hired by the City of New York, et al., during the term of this settlement shall be required to comply with all of the terms and conditions herein upon the payment of the rates and supplemental benefits herein.

h) 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 in this compromise and settlement for the period of the compromise and settlement contained herein.

i) The foregoing basic rates of wages and supplemental benefits are due and payable to each and every employee of the City of New York, et al., serving in the above referenced title beginning as of the effective date of the Complaint filed herein, and shall be applicable to all employees of the City of New York, et al., serving in the above-referenced titles who are represented by the Complainant.

j) The basic rates and supplemental benefits herein 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.

k) It is further understood and agreed that in consideration of the compromise and settlement reached herein, the Complaint in this matter is hereby settled.

1) The submission of any Labor Law complaint, effective on **June 9, 2017**, can be made at the Bureau of Labor Law, Office of the Comptroller on or after that date.

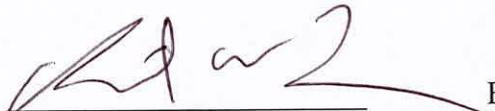
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CONSENTED TO:

**FOR THE CITY OF NEW YORK**

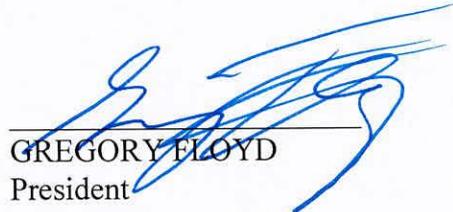
**FOR CITY EMPLOYEES UNION  
LOCAL 237, I.B.T.**

BY:



ROBERT W. LINN  
Commissioner of  
Labor Relations

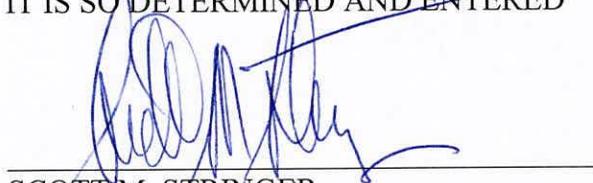
BY:



GREGORY FLOYD  
President  
City Employees Union,  
Local 237, I.B.T.

The basic rates and supplemental benefits agreed to herein between the parties are not to be construed as true prevailing rates and supplemental benefits, but shall be deemed substitute rates and benefits in compromise and settlement of all issues of law and fact raised in the complaint filed herein pursuant to Labor Law Section 220.8-d.

IT IS SO DETERMINED AND ENTERED



SCOTT M. STRINGER  
Comptroller

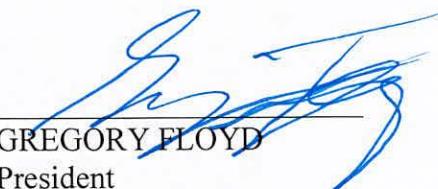
Dated: 8/29/14  
New York, New York

UNIT: **Bricklayers and Supervisor Bricklayers**  
TERM: **October 15, 2009 through June 8, 2017**

Exhibit "A"  
GENERAL RELEASE AND WAIVER

Local 237, I.B.T. (hereinafter referred to as the "Union"), as the certified collective bargaining representative of employees in the titles, BRICKLAYER and SUPERVISOR BRICKLAYER 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 **October 15 2009 and terminating June 8, 2017**, 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.
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 **October 15, 2009 to June 8, 2017**.
3. Waive any and all interest on all differentials of basic rates of wages and supplemental benefits from **October 15, 2009 to June 8, 2017** 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, covenances, 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 **October 15, 2009 to June 8, 2017** except as expressly agreed upon in writing by the Union and the City for that period.

  
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GREGORY FLOYD  
President  
City Employees Union,  
Local 237, I.B.T.



# OFFICE OF LABOR RELATIONS

40 Rector Street, New York, N.Y. 10006-1705  
nyc.gov/olr

ROBERT W. LINN  
*Commissioner*  
RENEE CAMPION  
*First Deputy Commissioner*  
CLAIRE LEVITT  
*Deputy Commissioner*  
*Health Care Cost Management*

MAYRA E. BELL  
*General Counsel*  
GEORGETTE GESTELY  
*Director, Employee Benefits Program*

August 1, 2016

Gregory Floyd  
President  
Teamsters Local 237  
216 West 14th Street  
New York, New York 10011

**RE: Bricklayers and Supervisor Bricklayers**

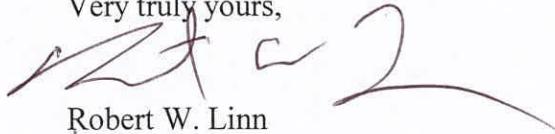
Dear Mr. Floyd:

This is to confirm the understanding and agreement of the parties concerning lump sum cash payments for employees in the above-referenced titles covered by the Consent Determination for the period of October 15, 2009 through June 8, 2017.

- i** A lump sum cash payment in the amount of \$1,000, prorated for other than full-time employees, shall be payable as soon as practicable upon execution of this Agreement to those bargaining unit members who were on active payroll as of the day of ratification—May 23, 2016.
- ii** The lump sum cash payment shall be pensionable, consistent with applicable law.
- iii** 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.
- iv** For circumstances that were not anticipated by the parties regarding eligibility for the Ratification Bonus, the First Deputy Commissioner of Labor Relations may elect to issue, on a case-by-case basis, interpretations concerning the application of this side letter. Such interpretations shall not be subject to any dispute resolution procedures

If the above accords with your understanding, please indicate your acceptance by signing below.

Very truly yours,



Robert W. Linn

Agreed and Accepted on Behalf of IBT Local 237,

BY:



Gregory Floyd  
President