

THE COMPTROLLER OF THE CITY OF NEW YORK
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In the matter of the Complaint of
DISTRICT COUNCIL 37, AFSCME, AFL-CIO

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 July 21, 2022 in the Office of the Comptroller in the matter of a complaint for the fixation of compensation of Clock Repairer (90707) and Supervisor Clock Repairer (90800).

Brad Lander
Comptroller of the City of New York
One Centre Street
New York, NY 10007

By: 
Paul Brumlik
Director of Classifications
Bureau of Labor Law
Tel: (212) 669-2161
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TO: RENE E CAMPION
Commissioner
City of New York Office of Labor Relations
40 Rector Street, 4th Floor
New York, NY 10006

HENRY GARRIDO
Executive Director
District Council 37, AFSCME, AFL-CIO
125 Barclay Street
New York, NY 10007-2179

BEFORE THE COMPTROLLER OF THE CITY OF NEW YORK

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

**CLOCK REPAIRER (90707)
SUPERVISOR CLOCK REPAIRER (90800)**

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

CONSENT DETERMINATION

A Complaint under Section 220 of the New York State Labor Law, having been filed by District Council 37, AFSCME, AFL-CIO, ("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 and settling certain disputes of 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 HEREBY DETERMINED BY CONSENT that:

The compromised basic rate 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:

CLOCK REPAIRER

<u>PERIOD</u>	<u>HOURLY RATE</u>
12/26/2017 – 12/25/2018	\$30.07
12/26/2018 – 01/25/2020	\$30.75
01/26/2020 – 08/25/2021	\$31.67

SUPERVISOR CLOCK REPAIRER

<u>PERIOD</u>	<u>HOURLY RATE</u>
12/26/2017 – 12/25/2018	\$32.09
12/26/2018 – 01/25/2020	\$32.81
01/26/2020 – 08/25/2021	\$33.79

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 is further modified to provide:

Effective December 26, 2017, the annual leave allowance for Employees who work at least a 249 day year and who were hired on or after July 1, 1985 shall continue to accrue as follows:

<u>Years In Service</u>	<u>Annual Allowance</u>	<u>Monthly Accrual (hh:mm)</u>
At the beginning of the employee's 1st year	15 work days	10:00
At the beginning of the employee's 5th year	20 work days	13:20
At the beginning of the employee's 8th year	25 work days	16:40
At the beginning of the employee's 15th year	27 work days	18:00

This provision supersedes the annual leave provisions set forth in Appendix A for full-time employees hired on or after July 1, 1985.

Other Authorized Absences With Pay: Employees in the titles covered by this Consent Determination, shall not be eligible for the paid leave benefits set forth in Article III, Sections

(1)(a)-(f) of Appendix A.

Effective February 4, 2020, employees in the titles covered by this Consent Determination shall be eligible for the paid leave benefits set forth in Article III, Sections (1)(a)-(f) of Appendix A.

Health Savings: The May 5, 2014 and June 28, 2018 letter agreements regarding health savings and welfare fund contributions between the Municipal Labor Committee and the City will be attached as an Appendix and is deemed to be part of this Consent Determination.

Welfare Fund: Effective December 26, 2017, a Welfare Fund contribution shall be paid at the rate of \$1,775 per annum per employee. The contribution shall be paid per employee by the City of New York to District Council 37 Benefit Fund Trust. Effective July 26, 2021, the Welfare Fund contribution shall be increase by \$50 per employee, both active and retiree, to a total per annum contribution of \$1,825.

Employees who have been separated from service subsequent to June 30, 1970 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 of New York through such program; or are retirees of the New York City Employees' Retirement System who have completed at least 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.

Education Fund: Effective October 26, 2018, an Education Fund contribution shall be paid at a rate of \$100 per annum per employee.

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 (120) 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) or (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 the 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 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 titles 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.

l) The submission of any Labor Law complaint, effective on August 26, 2021, can be made at the Bureau of Labor Law of the 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
CIO

FOR DISTRICT COUNCIL 37, AFSCME, AFL-

BY: 
RENEE CAMPION
Commissioner of
Labor Relations

BY: 
HENRY GARRIDO
Executive Director
District Council 37
AFSCME, AFL-CIO

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


BRAD LANDER
Comptroller

Dated: 7/21/22
New York, New York

UNIT: Clock Repairer and Supervisor Clock Repairer
TERM: December 26, 2017 to August 25, 2021

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 titles, **Clock Repairer and Supervisor Clock Repairer** 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 **December 26, 2017 to August 25, 2021**, 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 **December 26, 2017 to August 25, 2021**.
3. Waive any and all interest on all differentials of basic rates of wages and supplemental benefits from **December 26, 2017 to August 25, 2021**, 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 **December 26, 2017 to August 25, 2021**, 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

Director of Research and Negotiations



Office of Labor Relations

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

Renee Campion
Commissioner

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

May 11th, 2022

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

Re: **Direct Deposit**
2017-2021 Clock Repairer, et al.

Dear Mr. Garrido:

This is to confirm the understanding and agreement of the parties concerning enrollment in direct deposit for employees covered under the Clock Repairer, et al. Consent Determination for the period December 26, 2017 through August 25, 2021.

Effective April 19, 2019, the employer may require that all newly hired employees be paid exclusively through direct deposit or electronic funds transfer. For employees on direct deposit, the employer may provide pay stubs electronically except where the employee has requested in writing to receive a printed pay stub.

Further, the parties shall work together regarding incumbent employees' enrollment in direct deposit, with the objective of 100% of employees being paid electronically.

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

Very truly yours,

Renee Campion

AGREED AND ACCEPTED BY:

HENRY GARRIDO
Executive Director
District Council 37



Office of Labor Relations

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

Renee Camplon
Commissioner

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Deputy Commissioner
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May 11th, 2022

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

Re: **Paid Family Leave**
2017-2021 Clock Repairer, et al.

Dear Mr. Garrido:

This is to confirm the understanding and agreement of the parties concerning paid family leave for employees covered under the Clock Repairer, et al. Consent Determination for the period December 26, 2017 through August 25, 2021.

The parties agree to "opt in" to the New York State Paid Family Leave Program, as implemented by the City of New York, as soon as practicable, and agree to take the necessary steps to implement

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

Very truly yours,

Renee Camplon

AGREED AND ACCEPTED BY:

HENRY GARRIDO
Executive Director
District Council 37