

This indenture made the 21<sup>st</sup> day of October 2019<sup>20</sup> between the City of New York, hereinafter referred to as the "First Party" and District Council 37, A.F.S.C.M.E., a public employee organization on behalf of CAPTAIN (SLUDGE BOAT), MATE, MARINER, CHIEF MARINE ENGINEER (DIESEL), FIRST ASSISTANT MARINE ENGINEER (DIESEL) MARINE OILER, AND THIRD ASSISTANT MARINE ENGINEER (DIESEL), employed by the City of New York in the Department of Environmental Protection, hereinafter referred to as the "Second Party".

**WITNESSETH**

WHEREAS, the First Party, is a municipal corporation organized under the laws of the State of New York; and

WHEREAS, the Second Party was and still is a public employee organization representing employees employed by the First Party in the title of Captain (Sludge Boat), Mate, Mariner, Chief Marine Engineer (Diesel), First Assistant Marine Engineer (Diesel), Third Assistant Marine Engineer (Diesel), Marine Oiler; and

WHEREAS, certain differences between the parties herein have arisen with respect to rates of wages in the locality of the City of New York; and

WHEREAS, it is the desire of the parties herein to compromise their differences by the acceptance of certain rates of pay to be paid to the Second Party both retroactively and prospectively for the below period in full settlement of services rendered and to be rendered,

**NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:**

1. The First Party hereby agrees for the period between September 15, 2017 to May 14, 2021, to provide for the continued employment by the First Party of each employee represented by the signatory Second Party who remain employed by the First Party on the basis of 258 days, for 258 (8 hour) days per annum of which 249 (8 hour) days or the equivalent thereof shall be working days as follows:

AGREED ANNUAL RATES

Period	Captain	Chief Marine Engineer (Diesel)	Mate, Level III	First Asst. Marine Engineer (Diesel)	Mate, Level II	Third Asst. Marine Engineer (Diesel)	Mate, Level I	Mariner, Marine Oiler
9/15/2017 - 9/14/2018	\$89,104	\$83,158	\$78,797	\$78,797	\$75,431	\$73,491	\$71,387	\$65,321
9/15/2018 - 10/14/2019	\$91,109	\$85,029	\$80,570	\$80,570	\$77,128	\$75,145	\$72,993	\$66,791
10/15/2019 - 5/14/2021	\$94,070	\$87,792	\$83,189	\$83,189	\$79,635	\$77,587	\$75,365	\$68,962

It is understood and agreed that the Agreed Annual Rates hereinabove set forth shall constitute compensation in full for the regular work week as practiced in the Department of Environmental Protection with respect to the operation of sludge boats. It is further understood and agreed that the regular work week includes Saturday and Sunday. It is expressly understood that the scheduling of work on Sunday is part of a regular six (6) week cycle and there will be no rescheduling of days off and/or tour of duty to avoid the payment of overtime compensation. The Agreed Annual Rates hereinabove set forth include compensation in full therefore, except that any work performed on Sunday shall be compensated at the rates set forth in paragraph (3) below. It is further understood and agreed that the Agreed Annual Rates hereinabove set forth include payment for nine (9) legal holidays as follows:

New Years Day	Labor Day	Dr. Martin Luther King, Jr.
Veterans Day	Washington's Birthday	Thanksgiving Day
Decoration Day	Christmas Day	Independence Day

**NOTE:** *Should any of the above legal holidays fall during a pay period for which an employee represented by the signatory Second Party is not paid, an eight (8) hour deduction in compensation from the Agreed Annual Rate shall be made for each such legal holiday at the hourly rates set forth in paragraph 5 hereof.*

2. Schedule of Hourly Differentials in Pay for Per Annum Employees When Working as Temporary Replacements for Regular Employees.

EFFECTIVE 9/15/17

	Mate, Level I	Third Asst Marine Eng.	Mate, Level II	Mate Level III, First Asst. Marine	Chief Marine Engineer	Captain
Mariner, Marine Oiler	\$2.94	\$3.96	\$4.90	\$6.53	\$8.64	\$11.52
Mate, Level I		\$1.02	\$1.96	\$3.59	\$5.70	\$8.58
Third Asst. Marine Enginner (Diesel)			\$0.94	\$2.57	\$4.68	\$7.56
Mate, Level II				\$1.63	\$3.74	\$6.62
Mate, Level III, First Asst. Marine Engineer					\$2.11	\$4.99
Chief Marine Engineer						\$2.88

**EFFECTIVE 9/15/18**

	Mate, Level I	Third Asst Marine Eng.	Mate, Level II	Mate Level III, First Asst. Marine	Chief Marine Engineer	Captain
Mariner, Marine Oiler	\$3.01	\$4.05	\$5.01	\$6.68	\$8.83	\$11.78
Mate, Level I		\$1.04	\$2.00	\$3.67	\$5.83	\$8.77
Third Asst. Marine Enginner (Diesel)			\$0.96	\$2.63	\$4.79	\$7.73
Mate, Level II				\$1.67	\$3.82	\$6.77
Mate, Level III, First Asst. Marine Engineer					\$2.16	\$5.10
Chief Marine Engineer						\$2.94

**EFFECTIVE 10/15/19**

	Mate, Level I	Third Asst Marine Eng.	Mate, Level II	Mate Level III, First Asst. Marine	Chief Marine Engineer	Captain
Mariner, Marine Oiler	\$3.11	\$4.18	\$5.17	\$6.90	\$9.12	\$12.16
Mate, Level I		\$1.07	\$2.07	\$3.79	\$6.02	\$9.06
Third Asst. Marine Enginner (Diesel)			\$0.99	\$2.72	\$4.95	\$7.98
Mate, Level II				\$1.72	\$3.94	\$6.99
Mate, Level III, First Asst. Marine Engineer					\$2.23	\$5.27
Chief Marine Engineer						\$3.04

3. Daily overtime for per annum employed permanent and provisional employees represented by the Second Party performed after the regular assigned tour of duty shall be compensated in cash at the rates set forth below for each hour so worked in increments of 1/2 hour. Such pay shall preclude the grant of any additional time off.

HOURLY OVERTIME

Title	Effective Date		
	9/15/2017	9/15/2018	10/15/2019
Captain	\$64.75	\$66.21	\$68.36
Chief Marine Engineer	\$60.44	\$61.80	\$63.81
Mate, Level III	\$57.27	\$58.56	\$60.46
First Asst Marine Engineer	\$57.27	\$58.56	\$60.46
Mate, Level II	\$54.83	\$56.06	\$57.88
Third Asst Marine Engineer	\$53.42	\$54.62	\$56.40
Mate, Level I	\$51.89	\$53.06	\$54.78
Mariner, Marine Oiler	\$47.48	\$48.55	\$50.13

4. All work performed on legal holidays set forth in paragraph 1 hereof, shall be compensated at the rates set forth in paragraph 3 above. For purposes of this paragraph, the "actual holiday" and not the "day of observance" shall be considered the premium day for those holidays which may fall on a weekend (i.e. New Year's Day, Independence Day, Veteran's Day, and Christmas Day).

5. It is further understood and agreed that deductions for lost time without pay for per annum employed permanent and provisional employees represented by the Second Party shall be made at the hourly rates as hereinbelow set forth:

Title	Effective Date		
	9/15/2017	9/15/2018	10/15/2019
Captain	\$43.16	\$44.13	\$45.56
Chief Marine Engineer	\$40.26	\$41.17	\$42.51
Mate, Level III	\$38.18	\$39.04	\$40.31
First Asst Marine Engineer	\$38.18	\$39.04	\$40.31
Mate, Level II	\$36.56	\$37.38	\$38.59
Third Asst Marine Engineer	\$35.62	\$36.42	\$37.60

Mate, Level I	\$34.57	\$35.35	\$36.50
Mariner, Marine Oiler	\$31.63	\$32.34	\$33.39

6. It is understood and agreed, that should any employee represented by the Second Party be required by the First Party to clean tanks, that the First Party will pay to each affected employee in addition to the regular straight time hourly rate of pay:

**Effective 9/15/17:** \$3.26 per hour

Tank cleaning, as referred to above, shall not be construed to include the flushing of tanks by use of the built-in cargo piping system or other fixed piping system.

7. It is further understood and agreed, that should any employee represented by the Second Party be required by the First Party to go ashore or aboard ships for purposes of hooking up hose, in the course of a tour, irrespective of the number of hose hookups required, the following differential shall be paid, to be equally divided among the crew members participating who have performed such service in the course of such tour:

**Effective 9/15/17:** \$3.26 per hour

8. Grub money will continue to be paid at the rate of:

<u>Tour Length</u>	<u>Effective Date</u>		
	<u>9/15/2017</u>	<u>9/15/2018</u>	<u>10/15/2019</u>
8 Hour	\$13.39	\$13.69	\$14.13
12 Hour	\$20.12	\$20.57	\$21.24

for each assigned tour of duty actually worked.

Grub money shall be increased by future general wage increases.

9. Effective September 15, 2017 a Welfare Fund contribution shall continue to be paid at the rate of \$1,775 per annum. Effective April 15, 2021, the Welfare Fund Contribution shall be increased to \$1,825 per annum. The contribution shall be paid per complainant by the City of New York to District Council 37 Benefits Fund Trust. Employees who have been separated from service subsequent to June 30, 1971 and who were covered by a welfare fund applicable to titles covered by this indenture at the time of such separation, pursuant to a separate agreement entered into for such purposes, shall continue to be so covered, subject to the provisions hereof, on the same contributory basis as incumbent employees. Contributions shall be made, in accordance with standard City practices for these purposes, 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 Employer

through such Program or are retirees of the New York City Employee's Retirement System who have completed at least five (5) years of full service with the City, 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.

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

10. Effective July 15, 2018, the City of New York shall make a \$100 per covered employee per annum contribution to the DC 37 Education Fund.

11. Effective September 15, 2017 the City of New York, et al. shall continue to make a contribution to the above-mentioned annuity fund of \$8.59 for each paid working day up to a total maximum of \$2,216.22 per annum. For full-time employees who work a compressed work week, a payment in the daily amount of \$8.59 for each set of paid working hours which equate to the daily number of hours that the title is regularly scheduled to work, up to a total maximum of \$2,216.22 per annum. For part-time employees who work less than eight hours a day, the amount paid shall be based on a prorated amount which is calculated against an eight-hour day, up to a total maximum of \$2,216.22 per annum.

Effective September 15, 2018 the City of New York, et al. shall continue to make a contribution to the above-mentioned annuity fund of \$8.78 for each paid working day up to a total maximum of \$2,265.24 per annum. For full-time employees who work a compressed work week, a payment in the daily amount of \$8.78 for each set of paid working hours which equate to the daily number of hours that the title is regularly scheduled to work, up to a total maximum of \$2,265.24 per annum. For part-time employees who work less than eight hours a day, the amount paid shall be based on a prorated amount which is calculated against an eight-hour day, up to a total maximum of \$2,265.24 per annum.

Effective October 15, 2019 the City of New York, et al. shall continue to make a contribution to the above-mentioned annuity fund of \$9.97 for each paid working day up to a total maximum of \$2,572.26 per annum. For full-time employees who work a compressed work week, a payment in the daily amount of \$9.97 for each set of paid working hours which equate to the daily number of hours that the title is regularly scheduled to work, up to a total maximum of \$2,572.26 per annum. For part-time employees who work less than eight hours a day, the amount paid shall be based on a prorated amount which is calculated against an eight-hour day, up to a total maximum of \$2,572.26 per annum.

Effective February 23, 2017, annuity contributions shall be increased by future collective bargaining increases unless the parties mutually agree otherwise.

For the purpose of these payments, excluded from paid working days and hours are all scheduled days off, all days in non-pay status, and all paid overtime.

This annuity fund will be subject to a separate agreement between the City of New York, et al., and the Complainant. The liability of the City of New York, et al., shall in no event exceed the amounts hereinabove set forth for each effective day payable, irrespective of any taxes, liens, attorneys' fees or otherwise, and provided further that the amount of contributions by the City of New York, et al., shall be limited to the payments as provided herein.

12. Any per annum employed permanent and provisional employee represented by the signatory Second Party recalled to work for other than his normal tour shall be paid for not less than four (4) hours at the rates set forth in paragraph 3.
13. In the event that employees are not returned to the point of departure at the end of their tour, the (DEP) shall provide compensation equivalent to that required to return them via public transportation to the point of departure. The (DEP) shall also provide a travel time allowance (considered time worked) equivalent to Transit Running Time between the points in question.
14. A night shift differential for a shift worked between the hours of 8:00 p.m. to 8:00 a.m. shall be paid at ten percent (10%) of the base hourly wage for each hour actually worked, as long as there is more than one hour of work between 8:00 p.m. and 8:00 a.m.:

This provision does not apply to work compensated for at the rates set forth in paragraphs 3, 4, and 6(b).

15. The First Party further agrees to provide to each employee represented by the signatory Second Party, terminal leave in accordance with existing rules governing the grant of terminal leave to other city employees in the Department of Environmental Protection now receiving terminal leave.
16. It is understood and agreed that the terms and conditions of employment during the affected periods for employees represented by the signatory Second Party, in addition to the compensation referred to in paragraph "1" herein, shall include vacation-with-pay benefits as stipulated in paragraph 2.1 of the Leave Regulations for Prevailing Rate Per Annum Employees of the City of New York effective May 1, 1970 and sick leave on a per annum basis in the same manner and on the same basis heretofore in use in the Department of Environmental Protection employing employees represented by the Second Party.

The Uniform Leave Regulations are modified to provide for:

Effective 9/15/17, the Annual Leave allowance for employees who were hired on or after July 1, 1985 shall continue to accrue as follows:

<u>Years in Service</u>	<u>Annual Leave Allowance</u>	<u>Monthly Accrual (hh:mm)</u>
At the beginning of the employees 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 employees 15th year	27 work days	18:00

This provision supersedes the annual leave accrual provisions set forth in paragraph 2.1 of the Uniform Leave Regulations for employees hired on or after July 1, 1985.

17. Sludge Boat operation in the Department of Environmental Protection, the City of New York agrees to negotiate wages and working conditions with respect to such newly designed vessels. This is not to be construed as a reopening of the wage agreement affecting all other employees on existing vessels.

18. The rates referred to herein are not be construed as fixations of prevailing wages under Section 220 of the Labor Law, the same having been agreed upon in compromise as compensation in full for services rendered and to be rendered to the City of New York for the period covered in this agreement.

19. Simultaneous with payment herein, each of the employees represented by the Second Party agrees to:

- (a) Withdraw any Labor Law Claim or claims or other claims seeking additional compensation for all periods covered by this agreement;
- (b) Refrain from filing a Labor Law Claim or other claims for any period covered by this agreement and specifically for the period to expire on May 14, 2021.
- (c) Waive any right to receive prevailing rates or other adjustments of wages for the effective periods of this agreement;
- (d) Extend to the First Party a general release in the form now in use by the City of New York for similar purposes;
- (e) Discontinue any and all actions and/or Article 78 proceedings or other proceedings heretofore commenced by him or on his behalf for the effective period of this agreement;
- (f) Waive any and all rights and remedies with respect to wage supplements now provided by Chapter 750 of the Laws of 1956 except as herein otherwise provided, for the period of this agreement;

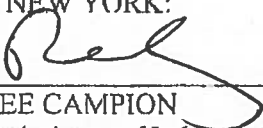


(g) Waive any and all interest on all differentials of basic rates of wages and supplemental benefits. It is expressly understood that such waiver shall include the waiver of any right to interest payments due pursuant to subdivision 8c of Section 220 of the Labor Law (L. 1967, c, 502, §1).

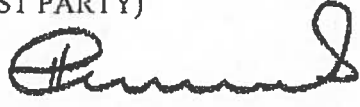
20. The provisions of this agreement shall be consistent with applicable provisions of the New York State Financial Emergency Act for the City of New York as amended. The terms and conditions of this agreement are subject to approval by the Mayor of the City of New York otherwise the same shall be of no force and effect whatever.

CITY OF NEW YORK:

BY:

  
\_\_\_\_\_  
RENEE CAMPION  
Commissioner of Labor Relations  
(FIRST PARTY)

BY:


  
\_\_\_\_\_  
HENRY GARRIDO  
Executive Director  
District Council 37, AFSCME, AFL-CIO  
(SECOND PARTY)

**GENERAL RELEASE AND WAIVER**

District Council 37 A.F.S.C.M.E., AFL-CIO (hereinafter referred to as the "Union"), as the certified collective bargaining representative of employees in the titles, CAPTAIN (SLUDGE BOAT), MATE, MARINER, CHIEF MARINE ENGINEER (DIESEL), FIRST ASSISTANT MARINE ENGINEER (DIESEL) MARINE OILER, and THIRD ASSISTANT MARINE ENGINEER (DIESEL), 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 **September 15, 2017 and terminating May 14, 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 **September 15, 2017 to May 14, 2021**.
3. Waive any and all interest on all differentials of basic rates of wages and supplemental benefits from **September 15, 2017 to May 14, 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 **September 15, 2017 to May 14, 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

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*

January 26, 2016

Evelyn Seinfeld  
Director of Research and Negotiations  
District Council 37, AFSCME, AFL-CIO  
125 Barclay Street  
New York, New York 10007

**Re: Sludge Boat Titles "New Vessel" Arbitration**

Dear Ms. Seinfeld:

This is to confirm that the parties will select a mutually agreeable arbitrator to explore possible areas of agreement with respect to the *Red Hook* and other newly designed vessels. If a voluntary agreement cannot be reached and the parties reach impasse, the parties agree to conduct a hearing before the arbitrator and authorize the arbitrator to issue a binding final Decision and Order.

The parties agree that the only issue before the arbitrator shall be the determination of wages and working conditions with respect to the *Red Hook* and other newly designed vessels.

The parties acknowledge that nothing in this provision modifies the decision in OCB Case No. A-13523-10 and agree to incorporate the decision as part of the hearing record. The parties further acknowledge that the current vessels in the DEP fleet, other than the *North River*, are newly designed vessels under Paragraph 17 of the Indenture. Nothing in this provision is meant to modify the decision in OCB Case No. A-13523-10 or Paragraph 17 of the Indenture.

If this conforms to your understanding, please counter sign below.

Very truly yours,

Robert Linn  
Commissioner

**DISTRICT COUNCIL 37**  
**AGREED AND ACCEPTED BY:**

*Evelyn Seinfeld per DP*  
\_\_\_\_\_  
Evelyn Seinfeld



# Office of Labor Relations

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

**Renee Campion**  
*Commissioner*  
**Steven H. Banks**  
*First Deputy Commissioner*  
*General Counsel*

**Claire Levitt**  
*Deputy Commissioner*  
*Health Care Cost Management*  
**Georgetta Gestely**  
*Director, Employee Benefits Program*

October 21, 2019

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

**Re: Direct Deposit  
2017-2021 Sludge Boat Title Agreement**

Dear Mr. Garrido:

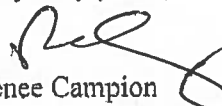
This is to confirm the understanding and agreement of the parties concerning enrollment in direct deposit for employees covered under the Sludge Boat Agreement for the period September 15, 2017 through May 14, 2021.

Effective April 18, 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.

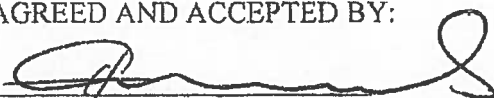
Further, the parties shall work together regarding incumbent employees' enrollment in direct deposit, with the objective of 100% of employees being paid electronically.

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



THE CITY OF NEW YORK  
**OFFICE OF LABOR RELATIONS**  
40 Rector Street, New York, NY 10006-1705  
<http://nyc.gov/olr>

**JAMES F. HANLEY**  
*Commissioner*  
**MARGARET M. CONNOR**  
*First Deputy Commissioner*

December 29, 2008

Mr. Dennis Sullivan  
Director of Research and Negotiations  
District Council 37  
125 Barclay Street  
New York, NY 10007-2179

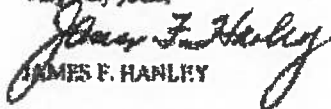
Re: 2008-2010 DC37 Marine (Sludge Boat) Agreement

Dear Mr. Sullivan:

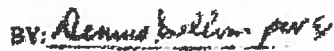
This letter is to confirm the mutual understanding of the parties that the DC37 Marine (Sludge Boat) titles are currently classified by the city as being under Part 38 ("prevailing rate"). The parties also acknowledge that Board of Collective Bargaining decision B-14-2007 is binding on the parties, and agree that, as long as the titles remain classified under Part 38 ("prevailing rate"), the provisions of section 228 of the Labor Law shall apply to any future disputes concerning wages.

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

Very truly yours,

  
JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF  
DC37

BY:   
DENNIS SULLIVAN



# Office of Labor Relations

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

**Renee Campion**  
*Commissioner*  
**Steven H. Banks**  
*First Deputy Commissioner*  
*General Counsel*

**Claire Levitt**  
*Deputy Commissioner*  
*Health Care Cost Management*  
**Georgette Gestely**  
*Director, Employee Benefits Program*

October 21, 2020

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 DC 37 Marine (Sludge Boat) Agreement**

Dear Mr. Garrido:

This is to confirm the understanding and agreement of the parties concerning paid family leave for employees covered under the Marine (Sludge Boat) Agreement for the period September 15, 2017 through May 14, 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

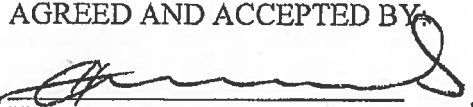
If the above accords with your understanding, kindly execute the signature line provided below.

Very truly yours,



Renee Campion

AGREED AND ACCEPTED BY:



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