



OFFICE OF LABOR RELATIONS

40 Rector Street, New York, N.Y. 10006-1705
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ROBERT W. LINN
Commissioner

RENEE CAMPION
First Deputy Commissioner

MAYRA E. BELL
General Counsel

CHRIS BERNER
Chief of Staff

GEORGETTE GESTELY
Director, Employee Benefits Program

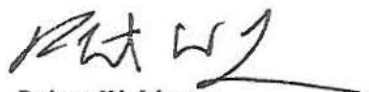
November 19, 2014

Shirley Aldebol
Vice President, 32BJ SEIU
25 West 18th Street
New York, NY 10011


Dear Ms. Aldebol,

This is to confirm that the parties have agreed to a settlement of the economic terms of the 2007-2016 contract (see attached). The parties agree that they will implement the terms of the economic settlement.

Very Truly Yours,


Robert W. Linn

AGREED AND ACCEPTED:


Shirley Aldebol
Robert Troeller
David Brodsky

**Memorandum of Economic Agreement
November 19, 2014**

Local 32BJ reserves the right to add to, supplement and revise these proposals.

1. Wages

(a) Round 2007 – 2009; salaries and rates of pay as customarily done.

i.	4/22/13	2%
ii.	4/22/14	1.961%
iii.	4/22/15	2%
iv.	4/22/16	1.9605%

(b) General Wage Increases; salaries and rates of pay as customarily done.

i.	4/22/11	1%
ii.	4/22/12	1%
iii.	4/22/13	1%
iv.	4/22/14	1.5%
v.	4/22/15	2.5%
vi.	4/22/16	3%

(c) The increase in the rates of pay as set forth in paragraphs (a) and (b) above shall result in the following increases and minimum rates:

For Cleaners, etc.:

<u>Effective</u>	<u>% Increase</u>	<u>Increase in Minimum Rate</u>	<u>New Minimum Rate</u>
4/22/11	1%	.181	18.31
4/22/12	1%	.183	18.49
4/22/13	3.02%	.559	19.05
4/22/14	3.49%	.665	19.72
4/22/15	4.55%	.897	20.62
4/22/16	5.02%	1.035	21.65

For Handypersons, etc.:

<u>Effective</u>	<u>% Increase</u>	<u>Increase in Minimum Rate</u>	<u>New Minimum Rate</u>
4/22/11	1%	.203	20.53
4/22/12	1%	.205	20.74
4/22/13	3.02%	.626	21.37
4/22/14	3.49%	.746	22.11
4/22/15	4.55%	1.006	23.12
4/22/16	5.02%	1.1610	24.28

All part-time employees will receive the same minimum rate as full-time employees in their respective job categories.

2. **Execution Bonus**

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 employees of DOE custodians who are on active payroll as of the day of execution.

3. **Structured Retirement Claims Settlement Fund**

Upon execution, a Structured Retiree Claims Settlement Fund shall be established in the total amount of ^{2,178,539} ~~\$3,790,612~~ to settle all claims by retirees who have retired as employees of DOE custodians between 10/22/07 and the date up to and including 28 days after execution concerning wage increases arising out of the 2007-09 round of bargaining. The Fund will be distributed based upon an agreed-upon formula.

4. Retirements on or after the 29th day following execution of this Agreement shall receive lump sum payments based on the same schedule as actives as set forth below in Paragraph 5.

5. **Lump Sum Payments stemming from the 2007 – 2009 round and schedule for actives for those continuously employed by DOE Custodians in the New York City school system as of the day of the payout.**

i.	7/1/15	12.5% (1/8 of the balance due as of this date)
ii.	7/1/17	12.5% (1/7 of the balance due as of this date)
iii.	7/1/18	25% (1/3 of the balance due as of this date)
iv.	7/1/19	25% (1/2 of the balance due as of this date)
v.	7/1/20	25% (representing the remainder of the balance)

6. **32BJ Supplemental Retirement and Savings Fund (SRSF)**

Effective October 22, 2007, the rate of contribution to the Building Service 32BJ Supplemental Retirement and Savings Fund shall be \$.50 hourly for all hours worked or paid for. The following increases shall apply and shall be paid for all hours for which the employee is paid.

<u>Effective</u>	<u>% Increase</u>	<u>Increase</u>	<u>New Amount</u>
4/22/11	1% (of 1.583)	.0158	\$.5158
4/22/12	1% (of 1.599)	.0160	\$.5318
4/22/13	3.02% (of 1.615)	.0488	\$.5806

<u>Effective</u>	<u>% Increase</u>	<u>Increase</u>	<u>New Amount</u>
4/22/14	3.49% (of 1.644)	.0581	\$.6387
4/22/15	4.55% (of 1.722)	.0784	\$.7171
4/22/16	5.02% (of 1.800)	.0903	\$.8074

7. Building Service 32BJ Health Fund

(a) The hourly contribution to the Building Service 32BJ Health Fund shall be as follows:

<u>Effective</u>	<u>Hourly Rate (for all hours for which the employee is paid)</u>
7/1/08	3.572
7/1/09	3.918
7/1/10	4.391
7/1/11	4.85
7/1/12	5.285
7/1/13	5.574
7/1/14	5.646

Any retroactive payments due will be decreased by the \$20M already paid. The increase in the rate of contribution to the Health Fund effective fiscal years beginning July 1, 2015 and July 1, 2016 shall be calculated based upon the increase in the "HIP" health insurance rate paid by the City of New York, or by the successor HIP rate used for health insurance coverage for those New York City employees heretofore covered by HIP.

(b) The Union agrees to generate cumulative healthcare savings of their pro-rata share of the City-wide health savings target (\$2,460,591 for FY 15, \$4,306,035 for FY 16, \$6,151,479 for FY 17, \$7,996,922 for FY 18). Such savings shall be achieved by reducing the payment otherwise due to be paid to the Health Fund pursuant to the implementation of the increases set out in subparagraph 7(a), above.

8. Training Fund

Effective October 22, 2007, the rate of contribution to the Building Service 32BJ Thomas Shortman Training and Scholarship Fund shall continue to be \$.073 hourly for all hours for which the employee is paid.

9. Legal Services Fund

Effective October 22, 2007, the rate of contribution to the Building Service 32BJ Legal Services Fund shall continue to be \$.071 hourly for all hours for which the employee is paid.

10. 32BJ Schools Pension Fund

Effective October 22, 2007, the rate of contribution to the 32BJ Schools Pension Fund shall continue to be \$1.583 hourly for all hours for which the employee is paid.

11. The parties may mutually agree to reallocate the rates of contributions among the benefit funds, provided that the aggregate contribution to all benefit funds remains the same.

12. Prevailing Rate Application


If legislation, regulation, or administrative action requires employees covered by this Agreement to be paid the section 230 prevailing wage and supplemental benefit rates, or if an agreement is reached to pay such rates, then upon the effective date of such legislation, regulation, administrative action or agreement, employees shall be paid the section 230 prevailing wage rate and the parties shall negotiate modifications to sections 1, 4, 5, 6, 7, 8, 9, and 10 of this Agreement.

13. Duration

This Agreement shall be effective from October 22, 2007 through October 21, 2016.

AGREED AND ACCEPTED:


Robert Linn


Shirley Aldebol


Robert Troeller


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November 19, 2014

Shirley Aldebol
Vice President, 32BJ SEIU
25 West 18th Street
New York, NY 10011

Dear Ms. Aldebol,

This letter is to codify the parties' understandings with respect to Paragraph "5" of the Memorandum of Agreement and the term "continuously employed."

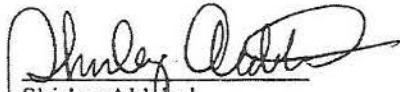
For purposes of paragraph 5, "continuously employed by DOE Custodians in the New York City school system" means employed in the school system in a classification covered by this Agreement, regardless of whether employed by a contractor or a Custodian Engineer, except that periods during which an employee was employed by a private contractor (e.g. Temco) and received the prevailing wage shall be excluded from the calculation of the amount due. For example:


- A cleaner who is not on payroll on any of the payment dates contained in "5" would lose the right to receive that payment and any subsequent payment;
- Occasional workers are not considered to be continuously employed;
- A cleaner who regularly works the summer would be considered to be continuously employed for purposes of this agreement. However, if the cleaner were not to work one summer he/she would no longer be treated as continuously employed;
- A cleaner who worked for a Custodian Engineer and then went to work for a contractor who provides custodial services for the New York Department of Education and who pays a prevailing wage (e.g. Temco) and who subsequently returns to work for a Custodial Engineer within six months and is active on an applicable payment date shall be considered continuously employed except he/she shall not accrue any payments under this agreement during the time he/she worked for the contractor;
- A cleaner who has been laid off for economic reasons by a Custodial Engineer or by a contractor who provides custodial services for the New York Department of Education and is hired within 6 months to work for a Custodial Engineer would be considered continuously employed;
- The parties agree to form a labor/management committee consisting of representatives of 32BJ, Local 891, the Department of Education, the Office of Management and Budget, and the Office of Labor Relations to discuss issues related to the implementation of the terms of this agreement.

Very Truly Yours,


Robert W. Linn

AGREED AND ACCEPTED:


Shirley Aldebol


Robert Troeller


David Brodsky