

**Carpenters and Supervisor Carpenters
Memorandum of Agreement ("MOA")
February 1, 2018**

WHEREAS, the undersigned parties desire to enter into a successor collective bargaining agreement to the New York City Comptroller's Consent Determination covering employees represented by the New York City District Council of Carpenters, UBCJA ("the Union") in the titles Carpenter and Supervisor Carpenter for the period July 1, 2005 through June 30, 2008 ("the 2005-08 Consent Determination"); and

WHEREAS, the undersigned parties intend by this MOA to set forth their agreement on all economic matters for Carpenters and Supervisor Carpenters for the period July 1, 2008 through December 31, 2020 ("the 2008-2020 Period");

NOW THEREFOR,

1. The 2008-2020 Period

During the 2008-2020 Period, the undersigned parties will continue all of the terms and conditions set forth in the 2005-08 Consent Determination, except as provided herein.

2. Hourly Wages*

<u>Carpenter</u>	
Period	Hourly Rate
7/1/2008-6/30/2009	\$43.02
7/1/2009-9/30/2010	\$44.02
10/1/2010-6/30/2013	\$46.15
7/1/2013-8/19/2013	\$48.08
8/20/2013-6/30/2014	\$48.88
7/1/2014-6/30/2018	\$49.88
7/1/2018-12/31/2020	See section 3

<u>Supervisor Carpenter</u>	
Period	Hourly Rate
7/1/2008-6/30/2009	\$46.02
7/1/2009-9/30/2010	\$47.02
10/1/2010-6/30/2013	\$49.15
7/1/2013-8/19/2013	\$51.08
8/20/2013-6/30/2014	\$51.88
7/1/2014-6/30/2018	\$52.88
7/1/2018-12/31/2020	See section 3

Saturdays shall continue to be paid at time and one-half. Sundays and Holidays shall continue to be paid at double time. Overtime shall continue to be paid at time and one-half after 8 hours worked. Workers performing work on a second shift shall receive one hour at the double time rate of pay for the last hour of the shift; eight hours pay for seven hours of work. There must be a first shift for there to be a second shift.

*Consistent with Comptroller's Determination and Order, dated June 22, 2015, in OATH Index No. 2445/14.

3. Wage Increases for the Period July 1, 2018 through December 31, 2020 ("the 2018 – 2020 Period")

Carpenters and Supervisor Carpenters will receive the same general wage increases negotiated in the next civilian pattern agreement between the City and a municipal union. Those general wage increases will be paid to Carpenters and Supervisor Carpenters on July 1, 2018, July 1, 2019, and July 1, 2020, i.e., on the first day of the 1st, the 13th and the 25th months of the 2018-2020 Period, except as otherwise provided in this Paragraph 3. If the civilian pattern agreement delays the payment of a general wage increase(s) for some period of time after the first day of the 1st, the 13th and/or the 25th months of that union's contract, the general wage increase(s) due to Carpenters and Supervisor Carpenters under this MOA will be delayed for the same period of time from July 1, 2018, July 1, 2019, and July 1, 2020, but in no event for more than three months, i.e., to no later than October 1, 2018, October 1, 2019 and/or October 1, 2020, respectively. If, following the first general wage increase, the civilian pattern agreement accelerates the payment of general wage increase(s) to a date(s) earlier than the first day of the 13th or 25th months of the pattern period, those general wage increase(s) will be paid to Carpenters and Supervisor Carpenters on the accelerated schedule, measured from July 1, 2019 and/or July 1, 2020.

4. Annuity

Effective July 1, 2008, an additional supplemental benefit in the form of an Annuity Fund payment shall be disbursed for each day actually worked, consistent with the 2005-08 Consent Determination and existing practices. Annuity Fund payments shall be as follows:

<u>Period</u>	<u>Carpenter</u>		<u>Supervisor Carpenter</u>	
	<u>Hourly</u>	<u>Daily</u>	<u>Hourly</u>	<u>Daily</u>
7/1/2008 – 1/31/2018	\$7.21	\$50.47	\$6.08	\$42.56
2/1/2018 - 12/31/2020	\$5.21	\$36.47	\$5.21	\$36.47

5. Annual Leave

<u>Carpenters & Supervisor Carpenters Hired on or Before June 30, 2017</u>		
<u>Period</u>	<u>Per Annum Allowance</u>	<u>Monthly Accrual (hh:mm)</u>
7/1/2008 – 1/31/2018	27 workdays	15:45
2/1/2018 – 7/31/2018	18 and 1/3 workdays	10:40
8/1/2018 – 12/31/2020	23 workdays	13:25

Carpenters & Supervisor Carpenters Hired on or After July 1, 2017		
<u>Period</u>	<u>Per Annum Allowance</u>	<u>Monthly Accrual (hh:mm)</u>
7/1/2017 – 1/31/2018	27 workdays	15:45
2/1/2018 – 1/31/2019	9 and approx. 1/2 workdays	5:35
2/1/2019 – 12/31/2020	During first 8 years of service- 16 workdays	9:20
	After 8 years of service- 21 workdays	12:15
	After 15 years of service- 23 workdays	13:25

6. Sick Leave

Carpenters & Supervisor Carpenters		
<u>Period</u>	<u>Per Annum Allowance</u>	<u>Monthly Accrual (hh:mm)</u>
7/1/2008 – 1/31/2018	12 workdays	07:00
2/1/2018 – 7/31/2018	5 and 1/2 workdays	03:15
8/1/2018 – 12/31/2020	9 workdays	05:15

7. Authorized Absences with Pay

Effective July 1, 2008, the paid leave benefits set forth in Article III, Sections 1(a-f) of Appendix A, attached hereto, shall apply.

Effective February 1, 2018, the paid leave benefits set forth in Article III, Sections 1(a-f) of Appendix A, attached hereto, shall be eliminated for Carpenters and Supervisor Carpenters.

8. Restoration of Benefits/Implementation of Rates

The new benefit accrual rates set forth in Paragraphs 4, 5, 6 and 7 herein, including restoration of those benefits which were reduced or eliminated for Carpenters or Supervisor Carpenters during the period January 1, 2017 through January 31, 2018, will be implemented by the City in the first payroll processing period following the ratification referenced in Paragraph 12 herein. The parties anticipate that such ratification will occur on February 14, 2018, and that the next payroll processing period following such ratification, therefore, will be in March 2018.

9. Voluntary Discontinuance of Litigation/Withdrawal of OATH Complaints

Upon the execution of this MOA and the ratification referenced in Paragraph 12 herein, the undersigned parties, who are parties to OATH Index No. 17/2139; New York State Supreme Court, County of Queens, Index No. 1825/2017; and New York State Supreme Court, County of New York, Index Nos. 162704/2015 and 451354/2017, will write jointly to these respective tribunals advising them that the undersigned parties have reached a settlement in principle of each pending matter and request that each respective tribunal take no further action in those matters while the settlement terms are being implemented. Upon the benefit restorations and implementation referenced in Paragraph 8 herein and the filing by the Office of the Comptroller of the City of New York of the 2008-2020 Consent Determination referenced in Paragraph 11 herein, the Union will voluntarily discontinue with prejudice the aforesaid pending matters as against the City of New York, and will voluntarily withdraw with prejudice any pending

complaints against the City of New York filed with the Office of the Comptroller of the City of New York.

10. Labor/Management Committee on Work Schedules and Overtime

The parties agree to promptly form a labor/management committee, including representatives from the Union, the City, and affected agencies to discuss issues of mutual concern regarding work schedules and overtime, including but not limited to:

- An eight-hour workday;
- Overtime after seven hours of work and funding therefor;
- Alternative work shifts, including nights and weekends.

Any changes recommended by the Labor/Management Committee must be unanimously agreed-upon by all representatives.

11. Consent Determination/Term

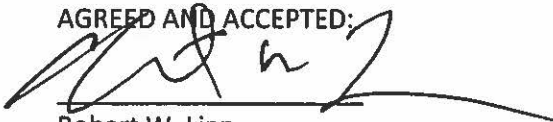
The parties shall promptly incorporate the terms of this MOA into a mutually agreeable Consent Determination applicable to the undersigned parties. The term of that Consent Determination will be July 1, 2008 through December 31, 2020. The parties shall promptly submit that Consent Determination to the Office of the Comptroller of the City of New York with the joint request that it be promptly determined, entered and filed.

The undersigned parties anticipate that the New York City Housing Authority, the New York City Health and Hospitals Corporation, the New York City Department of Education, and the City University of New York will agree to implement and abide by the terms of this MOA and the 2008-2020 Consent Determination. If any of these entities so agree, the Union will take all necessary steps described in paragraph 9 herein to voluntarily discontinue or withdraw with prejudice all pending litigation and complaints as to them. If any of these entities elects not to implement and abide by the terms of this MOA and the 2008-2020 Consent Determination, the Union reserves all of its legal rights and remedies.

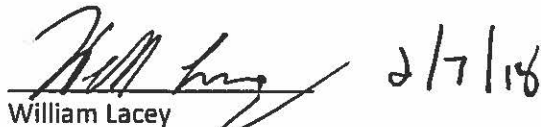
12. Ratification

This agreement is subject to Union membership ratification.

AGREED AND ACCEPTED:



Robert W. Linn
Commissioner of Labor Relations
City of New York



William Lacey
Civil Service Director
New York City District Council of Carpenters, UBCJA