

2017-2021 Memorandum of Agreement
District Council 37 and the City of New York

1. Term: 3 years and 8 months (44 months)

9/26/17 – 5/25/21

or 44 months from the date of termination of the applicable existing Successor Separate Unit Agreement.

2. General Wage Increases

<u>Effective Date</u>	<u>General Wage Increases</u>
i. September 26, 2017	2.00%
ii. September 26, 2018	2.25% compounded
iii. October 26, 2019	3.00% compounded
iv.	For Separate Successor Unit Agreements with different effective dates, these general wage increases shall be implemented in accordance with the appropriate effective dates.

3. Additions to Gross

- i. Effective October 26, 2019 or the applicable date of the Successor Separate Unit Agreement, the general increase provided for in subsection 2. (iii) shall be applied to “additions to gross.” “Additions to gross” shall be defined to include uniform allowances, equipment allowances, transportation allowances, uniform maintenance allowances, assignment differentials, service increments (subject to 3(iii) below), longevity differentials, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials.
- ii. Section 3 i. does not apply to Recurring Increment Payments (RIPs) which automatically increase with wage increases.
- iii. Section 3 i. does not apply to Service Increments once earned for two years that are rolled into base salary and increased with wage increases.

4. Prohibition of Further Economic Demands

Except as provided for in Sections 5 and 6 of this Agreement, no Party to this agreement shall make additional economic demands during the term of this *2017-2021 DC 37 MOA* or during the negotiations for the applicable *Successor Separate Unit Agreement*.

5. Additional Compensation Funds

Effective July 26, 2019 or the applicable date of the Successor Separate Unit Agreement, each bargaining unit shall have available funds not to exceed 0.20% to purchase recurring benefits, mutually agreed to by the parties, other than to enhance the general wage increases set forth in Section 2 or the hiring rate for new employees. The funds available shall be based on the December 31, 2016 payroll, including spinoffs and pensions.

6. Equity Panel

The parties agree to form an equity panel consisting of one member appointed by the union, one member appointed by the City, and one neutral member selected by mutual agreement of the parties.

The panel shall address employees/titles where there is (1) demonstrable evidence of significant recruitment or retention issues; and/or (2) compelling evidence of significant changes to job duties or qualifications.

The cost of the equity panel shall be 0.20%, which shall be available on July 26, 2019. The funds available shall be based on the December 31, 2016 payroll, including spinoffs and pensions.

7. Education Fund

Effective on July 26, 2018 or the applicable date of the Successor Separate Unit Agreement, the City's contribution to the DC37 Education Fund and SSEU Local 371 Welfare Fund shall be a total of \$100 per covered employee per annum. For those units for whom a \$25 per annum or lump sum contribution had been in place, such benefit shall be replaced by and converted to the new \$100 per annum contribution.

8. Health Savings and Welfare Fund Contributions

The May 5, 2014 Letter Agreement regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee, will be attached as an Appendix, and is deemed to be part of this *2017-2021 DC 37 MOA*.

DC37 and the City agree that DC37 will exercise its best efforts to have the MLC adopt an agreement for health savings and welfare fund contributions over and above the May 5, 2014 agreement. The savings shall be in the following amounts:

FY 19:	\$200M
FY 20:	\$300M
FY 21 and thereafter:	\$600M (recurring)

The parties agree that the above savings to be achieved on a citywide basis are a material term of this agreement. In the event the MLC does not agree to the above citywide savings targets, all terms and conditions of this agreement shall be re-negotiated by the parties.

The parties agree to form a joint labor-management committee to revisit the plan design of the DC37 “Med Team” program pursuant to the October 31, 1984 letter agreement between the parties. The goal of such committee shall be to mutually agree upon plan changes which will create an efficient and effective health insurance plan which is less expensive than the HIP plan, while providing superior service to DC37 members.

Effective April 26, 2021, there shall be a recurring \$50 per annum per employee (active and retiree) increase to the welfare fund contribution.

9. Paid Family Leave

The parties agree to work together to “opt-in” to the New York State Paid Family Leave program no later than January 1, 2019, and agree to take the necessary steps to implement.

10. Union Rights

The parties shall adopt the Citywide Modifications to Articles IX and XII contained in the attached document.

11. Continuation of Terms

The terms of the predecessor separate unit agreements shall be continued except as modified pursuant to this *2017-2021 DC 37 MOA*.

12. Direct Deposit

Effective the day after this agreement is ratified, 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. This requirement shall not apply to the Seasonal Titles collective bargaining unit (CBU 172) and the Job Training Participants collective bargaining unit (CBU 072).

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

The parties shall meet and discuss issues of mutual concern related to direct deposit, including but not limited to:

- Ensuring that employees have available cost-free banking options, i.e. free checking accounts;
- Identifying other options for employees to receive pay, including a debit card option;
- Identifying a procedure for manual payments made to employees enrolled in direct deposit, e.g. Commissioner's checks.

13. Memorandum of Economic Agreement

As soon as practicable after the ratification of the terms of this 2017-2021 DC37 MOA, the parties shall execute a Memorandum of Economic Agreement formalizing the terms of this agreement and also addressing the following additional topics, consistent with past agreements of the parties:

- Citywide Agreement Modifications
- New Hires
- Conditions of Payment
- Privatization/Contracting-Out/Contracting-In
- Labor-Management Committees
- Resolution of Disputes
- Transit Check
- Retroactivity
- Incorporation of Certain Provisions into Other Agreements
- Savings Clause

14. Applicability

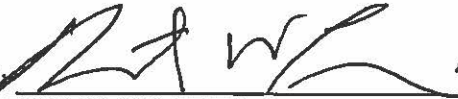
This Agreement does not apply to EMS, Fire Protection Inspectors, Urban Park Rangers and Traffic Enforcement Agents Level III and IV who shall be the subject of subsequent negotiations.

15. Approval of Agreement

This Agreement is subject to union ratification.

This Agreement is subject to the adoption of a health savings agreement under Paragraph 8 and to approval in accordance with applicable law.

FOR THE CITY OF NEW YORK

BY: 

ROBERT W. LINN
Commissioner of Labor Relations

June 25, 2018

**FOR DISTRICT COUNCIL 37,
AFSCME, AFL-CIO**

BY: 

HENRY GARRIDO
Executive Director

ARTICLE XII--UNION RIGHTS

Section 1.

- a. Where orientation kits are supplied to new employees, unions certified to represent such employees shall be permitted to have included in the kits union literature, provided such literature is first approved for such purpose by the Office of Labor Relations.
- b. The Employer shall distribute to all newly hired employees information regarding their union administered health and security benefits, including the name and address of the fund that administers said benefits, provided such fund supplies the Employer the requisite information printed in sufficient quantities.
- c. The Employer shall distribute information regarding the New York City Employee Health Benefits Program and enrollment forms to eligible employees prior to the completion of thirty (30) days of employment.
- d. Within thirty (30) days of an employee first being employed, reemployed or transferred to a new bargaining unit, the employer shall notify the bargaining unit's certified representative of the employee's name, home address when available, job title, employing agency, department or other operating unit, work email address and work location.
- e. Within thirty (30) days of providing such notice under Section 1(d), the employer shall allow a duly appointed representative of the certified union to meet with such employee for a reasonable amount of time during his or her work time without charge to leave credits, provided that such meeting does not disrupt agency operations and that arrangements for such meeting be scheduled in consultation with a designated representative of the Employer. Where practicable, this requirement may be satisfied by allowing each certified union a reasonable amount of time during a formal employee orientation program to provide membership information to employees.

Section 2.

- a. The Employer shall commence deduction of dues as soon as practicable, but in no case later than thirty (30) days after receiving proof of a signed dues check off authorization card.
- b. The employer shall accept signed dues check off authorization cards signed by means of written and/or electronic signatures. The right to membership dues shall remain in effect until the (1) employee is no longer employed in a title represented by the union or (2) the employee revokes such dues check off authorization pursuant to and in accordance with the terms of the dues check off authorization card.

Section 3.

- a. Each certified union shall elect whether to maintain custody of or to have reasonable access to its dues check-off authorization cards in the custody of the Employer.

- b. When an employee transfers from one agency to another, but remains in the same bargaining unit, the employee shall continue to be covered by the same dues check-off authorization card and not be required to sign another authorization card. Where the certified union has elected to permit the employer to maintain custody of its dues check-off authorization cards, the agency where the employee was formerly employed shall transfer the check-off authorization card to the employee's new agency. The Employer will issue an appropriate administrative instruction to all agencies to insure compliance with this Section.

Section 4.

When an employee is promoted or reclassified to another title certified to the same union as the employee's former title, the Employer shall notify the certified union, and the dues check-off shall continue uninterrupted. The Employer will issue an appropriate administrative instruction to all agencies to insure compliance with this Section.

Section 5.

When an employee returns from an approved leave of absence without pay, is reappointed or temporarily appointed from a preferred list to the same agency in the same title or in another title represented by the same certified union, the Employer shall notify the certified union. Any dues check-off authorization in effect prior to the approved leave or the layoff shall be reactivated. The Employer will issue an appropriate administrative instruction to all agencies to insure compliance with this Section.

Section 6.

The Employer shall furnish to a certified union, at least once every thirty (30) days, a listing of employees by Job Title Code, home address when available, Employee Identification Number or Social Security Number, Department Code Number, work email address, and current work location. This listing shall constitute sufficient notice under Sections 1(e), Section 4, and Section 5 of this Article XII.

In addition to the above-referenced information, where the Employer provides Employee Identification Number in lieu of Social Security Number, the Employer shall separately provide a listing of Employee Identification Numbers and associated Social Security Numbers.

This information shall be furnished to each certified union and to the Municipal Labor Committee.

A labor management technical committee shall be established and will meet quarterly to discuss matters of mutual concern regarding the sharing of data under this Section.

Section 7.

- a. District Council 37 or any other certified union represented by D.C. 37 for the purposes of this Agreement which elects to participate in a separate segregated fund established pursuant to applicable law, including Title 2 USC, Section 441b, to receive contributions to be used for the support of candidates for federal office shall have the exclusive right in conformance with applicable law to the checkoff for such political purposes in a manner

as described in a supplemental agreement hereby incorporated by reference into this Agreement.

- b. Any eligible employee covered by this Agreement may voluntarily authorize in writing the deduction of such contributions from the employee's wages for such purpose in an authorization form acceptable to the Employer which bears the signature of the employee.
- c. A copy of the Summary Annual Report to the Federal Elections Commission ("FEC") of each fund shall be submitted by the appropriate participating union to the Comptroller and OLR at the time of its submission to the FEC.

Section 8.

- a. Each certified union may use the Employer's electronic mail systems for communication and distribution of union information so long as such use conforms to the City of New York Policy on Limited Personal Use of City Office and Technology Resources or equivalent policy. Nothing contained herein shall limit the Employer's right to amend its Limited Use Policies.
- b. The Employer shall provide local bulletin boards at each work location in areas mutually agreed upon for the exclusive use of the certified union.

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ARTICLE IX PERSONNEL AND PAY PRACTICES

Section 19.

When a permanent employee is summoned to an interview which may lead to a disciplinary action and which is conducted by someone outside the normal supervisory chain of command, the following procedure shall apply:

- a. Employees who are summoned to the appropriate office of their agency shall be notified, whenever feasible, in writing at least two (2) work days in advance of the day on which the interview or hearing is to be held, and a statement of the reason for the summons shall be attached, except where an emergency is present or where considerations of confidentiality are involved.
- b. Whenever such an employee is summoned for an interview or hearing for the record which may lead to disciplinary action, the employee shall be entitled to be accompanied by a Union representative, or a lawyer, and the employee shall be informed of this right, however covered unions shall not be required to provide representation to employees who are not members of the Union at the time of the incident(s) prompting the interview/hearing and/or are not members at the time of the interview/hearing. Upon the request of the employee and at the discretion of the Inspector General, the Inspector General may agree to the employee being accompanied by a lawyer and a Union representative. Such permission shall not be unreasonably denied. If a statement is taken, the employee shall be entitled to a copy.
- c. Wherever possible, such hearings and interviews shall be held in physical surroundings which are conducive to privacy and confidentiality.
- d. This Section shall not alter the provisions of any existing unit Agreement which contains a more beneficial procedure.


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