

# 2005 DISTRICT COUNCIL 37 MEMORANDUM OF ECONOMIC AGREEMENT

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## 2005 DISTRICT COUNCIL 37 MEMORANDUM OF ECONOMIC AGREEMENT

MEMORANDUM OF ECONOMIC AGREEMENT made this 29<sup>th</sup> day of Sept, 2006, ("2005 DC 37 MEA") by and between the undersigned District Council 37, AFSCME, AFL-CIO, and its affiliated locals (the "Union"); and the City of New York (the "City") and the undersigned employers (collectively the "Employers.")

### WITNESSETH

**WHEREAS**, the undersigned parties desire to enter into collective bargaining agreements, including this *2005 DC 37 MEA* and agreements successor to those terminating on January 2, 2005; June 30, 2005; and September 8, 2005 ("*Successor Separate Unit Agreements*") to cover the employees represented by the Union ("Employees");

**WHEREAS**, the undersigned parties intend by this *2005 DC 37 MEA* to cover all economic matters and to incorporate the terms of this *2005 DC 37 MEA* into the *Successor Separate Unit Agreements*,

**NOW, THEREFORE**, it is jointly agreed as follows:

#### Section 1. Term

- a. The term of each *Successor Separate Unit Agreement* shall be thirty-two (32) months and two (2) days from the date of termination of the applicable existing separate unit agreement.
- b. The term of this *2005 DC 37 MEA* shall be from the day following the termination of the applicable predecessor separate unit agreement to the date a *Successor Separate Unit Agreement* between the union and employer becomes final except as provided in Section 14 ("Resolution of Disputes") and except for Sections 8 ("Transit Check"), 9 ("Residency"), 10 ("Welfare Funds"), 11 ("Privatization"), 12 ("Labor-Management Committee on Pension Issues"), 13 ("Salary Review"), 15 ("Continuation of Certain Health Benefits"), 17 ("Approval of Agreements"), 18 ("Letter Agreements"), 19 ("Incorporation of Certain Provisions") and 20 ("Savings Clause") which shall be coterminous with the applicable *Successor Separate Unit Agreement*.

#### Section 2. Continuation of Terms

The terms of the predecessor separate unit agreements shall be continued except as modified pursuant to this *2005 DC 37 MEA* and the *Appendices*.

### **Section 3. Prohibition of Further Economic Demands**

No Party to this agreement shall make additional economic demands during the term of the *2005 DC 37 MEA* or during the negotiations for the applicable *Successor Separate Unit Agreement*. Any disputes hereunder shall be promptly submitted and resolved.

### **Section 4. General Wage Increase**

- a. The general wage increases, effective as indicated, shall be:
  - i. Effective on the first day of the applicable *Successor Separate Unit Agreement*, Employees shall receive a general increase of 3.15%.
  - ii. Effective on the first day of the fourteenth month of the applicable *Successor Separate Unit Agreement*, Employees shall receive an additional general increase of 2 %.
  - iii. Effective on the first day of the twentieth month of the applicable *Successor Separate Unit Agreement*, Employees shall receive an additional general increase of 4 %.
  - iv. Part-time per annum, part-time per diem (including seasonal appointees), per session and hourly paid Employees and Employees whose normal work year is less than a full calendar year shall receive the increases provided in subsections 4. (a)(i), 4. (a)(ii) and 4. (a)(iii) on the basis of computations heretofore utilized by the parties for all such Employees.
  
- b. The increases provided for in Section 4. (a) shall be calculated as follows:
  - i. The general increase in Section 4. (a)(i) shall be upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on the last day of the applicable predecessor separate unit agreement;
  - ii. The general increase in Section 4. (a)(ii) shall be based upon the base rates (including salary or increment salary schedules) of the applicable titles in effect on the last day of the thirteenth month of the applicable *Successor Separate Unit Agreement*.
  - iii. The general increase in Section 4. (a)(iii) shall be based upon the base rates (including salary or increment salary schedules) of the applicable titles in effect on the last day of the nineteenth month of the applicable *Successor Separate Unit Agreement*.
  - iv. Notwithstanding the provisions set forth in Section 4, the appointment rate for any Employee newly hired on or after July 1, 2005 shall be in accordance with Section 5 ("New Hires") of this *2005 DC 37 MEA*.

c.

- i. The general increases provided for in subsections 4. (a)(i), 4. (a)(ii) and 4. (a)(iii) shall be applied to the base rates, incremental salary levels and the minimum and maximum rates (including levels) if any, fixed for the applicable titles, and to “additions to gross.” “Additions to gross” shall be defined to include uniform allowances, equipment allowances, transportation allowances, uniform maintenance allowance, assignment differentials, service increments, longevity differentials, longevity increments, recurring increment payments, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials.
- ii. Notwithstanding Section 4 (c)(i) above, the total cost of the increase set forth in 4(c)(i) as it applies to “additions to gross” shall not exceed a cost of 0.11 percent of the December 31, 2004 payroll, including spinoffs and pensions. Recurring increment payments are excluded from this provision.

**Section 5. New Hires**

- a. Effective upon the execution of this *2005 DC 37 MEA*, the following provisions shall apply to Employees newly hired on or after July 1, 2005:
- b. During the first two (2) years of service, the “appointment rate” for a newly hired employee shall be fifteen percent (15%) less than the applicable “incumbent minimum” for said title that is in effect on the date of such appointment as set forth in the applicable *Successor Separate Unit Agreement*. The general increases provided for in subsections 4B(a)(i), 4B(a)(ii) and 4B(a)(iii) shall be applied to the “appointment rate.”
- c. Upon completion of two (2) years of service such employees shall be paid the indicated “incumbent minimum” for the applicable title that is in effect on the two (2) year anniversary of their original date of appointment as set forth in the applicable *Successor Separate Unit Agreement*.

**Section 6. Additional Compensation Funds**

Effective the last day of the *Successor Separate Unit Agreement*, each bargaining unit shall have available funds not to exceed 0.34% to purchase recurring benefits, mutually agreed to by the parties, other than to enhance the general wage increases set forth in Section 4 or the hiring rate for new employees set forth in Section 5. The funds available shall be based on the December 31, 2005 payroll, including spinoffs and pensions.

**Section 7. Conditions of Payment**

- a. The general increase pursuant to Section 4 (a) (i) and (ii) of this *2005 DC 37 MEA* shall be payable as soon as practicable upon ratification of this *2005 DC 37 MEA*.

- b. The general increase provided in Section 4 (a)(iii) shall be payable as soon as practicable upon the execution of the successor unit agreement.
- c. If there is no unresolved dispute under Section 3, the general increase provided in Section 4 (a)(iii) shall be payable as soon as practicable upon the execution of the Successor Separate Unit Agreement.
- d. If there is an unresolved dispute under Section 3, the payment provided in Section 4 (a)(iii) shall not be made until the certification of the *Successor Separate Unit Agreement*.

**Section 8. TransitCheck**

The parties agree that the City will expand the current Transit Check program to offer to eligible employees the ability to purchase a Transit Debit Card through payroll deductions in accordance with IRC Section 132. In addition to the current MTA Surface and Subway lines, the Transit Debit Card may be used to purchase tickets for mass transit commutation only (i.e. LIRR, LI MTA Buses, MetroNorth). The administrative fee for this benefit will be borne by the participants and will be deducted on a prorated basis from the participating employee's paycheck. After one year of experience with this benefit, the City will examine the level of participation and the associated costs of providing this benefit to determine whether or not the administrative fee requires adjustment.

The parties further agree to examine the possible expansion of this benefit to include other regional mass transit carriers.

**Section 9. Residency**

The parties agree to support an amendment to Section 12-119 et seq. of the Administrative Code for the purpose of expanding permissible limits on residency to include the City of New York and Nassau, Westchester, Suffolk, Orange, Rockland or Putnam counties – except as may be prohibited by any other law requiring residency for appointment to certain positions including, but not limited to, the Public Officers Law – for employees covered by the terms of this Agreement.

Consistent with the above, Mayoral Directive 78-13, as amended July 26, 1978, and any other covered Employer's rules, regulations and/or operating procedures, shall be similarly modified to conform to the understanding of the parties.

Upon enactment of legislation to implement the provisions herein, employees shall be subject to Section 1127 of the New York City Charter.

**Section 10. Welfare Funds**

- a. Effective on the first day of the thirteenth month of the applicable *Successor Separate Unit Agreement*, the contribution paid on behalf of each full-time per annum Employee to each applicable welfare fund shall be increased by one hundred dollars (\$100) per annum.

- b. Effective November 1, 2006, there shall be a one-time payment to each applicable welfare fund in the amount of \$166.67 on behalf of each full-time active member and retiree who is receiving benefits on November 1, 2006.
- c. The per annum contribution rates and the one-time lump sum payment paid on behalf of eligible part-time per annum, hourly paid, per session and per diem (including seasonal appointees) whose normal work year is less than a full calendar year shall be adjusted in the same proportion heretofore utilized by the parties for all such Employees as the per annum contribution rates are adjusted in Section 10 (a) for full-time Employees.
- d. The per annum contribution rates paid on behalf of employees separated from service to a welfare fund which covers such employees shall be adjusted in the same manner as the per annum contribution rates for other employees are adjusted pursuant to Section 10 (a).
- e. The Unions agree to provide welfare fund benefits to domestic partners of covered employees in the same manner as those benefits are provided to spouses of married covered employees.
- f. Pursuant to the Health Benefits Agreement, each welfare fund shall provide welfare fund benefits equal to the benefits provided on behalf of an active employee to widow(ers), domestic partners and/or children of any employee who dies in the line of duty as that term is referenced in Section 12-126(b)(2) of the New York City Administrative Code. The cost of providing this benefit shall be funded by the Stabilization Fund.

#### **Section 11. Privatization/Contracting-Out/Contracting-In**

- a. It is the Employer's policy to have advance discussions with the Union to review its plans for letting a particular contract which may adversely affect employees covered by this *2005 DC 37 MEA*. The Union shall be advised as early as possible, but in no case later than 90 days in advance of the contract being let, of the nature, scope, and approximate dates of the contract and the reasons therefor.
- b. The Employer will provide the Union as soon as practicable with information, in sufficient detail, so that the Union may prepare a proposal designed to demonstrate the cost effectiveness of keeping the work in-house. Such information, consistent with the applicable provisions of Section 312(a) of the New York City Charter, shall include but not be limited to, applicable solicitations to vendors, winning bids, descriptions of services to be provided by vendors, cost comparison analyses, and the agency's estimated direct operating and administrative costs of contracting out the work.
- c. Not less than 45 days prior to submission to the Comptroller of a recommendation for the award of the contract, the union shall have an opportunity to make a formal proposal to the employer demonstrating that it is cost effective or that it is in the best interest of the employer to continue to perform such work in house. The Employer agrees to consider such proposal before making a final determination. Such final determination shall be made in writing and submitted to the Union as soon as practicable.

- d. The parties agree to set up a labor-management study committee to discuss and review processes for the contracting-in of public services. The study committee will consider:
- i. the conditions under which “contracting in” should be considered and the method by which it should be determined that City services should be contracted in;
  - ii. the establishment of pilot projects in mutually agreed upon targeted areas to determine the feasibility of providing such services in-house; and
  - iii. if the parties mutually agree to the study committee’s recommendations, the City will examine the feasibility of contracting-in services during the period covered by this *2005 DC 37 MEA*.

**Section 12. Labor Management Committee on Pension Issues**

There shall be a joint Labor Management Committee on Pensions. The committee shall analyze the actual costs and additional contribution rate(s) for members of the New York City Employees’ Retirement System (NYCERS) and the Board of Education Retirement System (BERS) associated with Chapter 96 of the Laws of 1995. Such analysis shall be based on, among other factors, the actual number of people who elected to participate under the provisions of said Chapter 96 of the Laws of 1995 as of September 26, 1995. The committee shall make recommendations regarding the establishment of revised additional contribution rate(s) and other remedies it deems appropriate so as to reflect the actual cost to members of NYCERS and BERS. Regardless of the comparison of actual costs to additional contributions for members of NYCERS and BERS, there shall be no adjustment to contributions under Chapter 96 without first considering the contributions by the employer to NYCERS and BERS on behalf of all employees, and the comparison of those contributions to actual costs. The parties further agree to discuss the following issues:

- Chapter 96 Reopener
- Chapter 96 Escape
- Age and Vesting Requirements
- Member Contribution Amounts and Duration
- Benefit Formula Changes
- Service Credits
- Any other areas the parties mutually agree to

**Section 13. Salary Review Panel**

A Salary Review Panel shall be established to review selected titles and occupational groups to determine whether or not salary adjustments or other compensation modifications appear to be indicated and, based on their findings, to make such recommendations as are appropriate. The Panel Procedures shall be set forth in a letter agreement, Appendix A, hereto.

**Section 14. Resolution of Disputes**

- a. Subject to the subsequent provisions of this Section 14(b), any dispute, controversy, or claim concerning or arising out of the execution, application, interpretation or

performance of any of the terms or conditions of this *2005 DC 37 MEA* shall be submitted to arbitration upon written notice therefor by any of the parties to this *2005 DC 37 MEA* to the party with whom such dispute or controversy exists. The matter submitted for arbitration shall be submitted to an arbitration panel consisting of the three impartial members of the Board of Collective Bargaining pursuant to Title 61 of the Rules of the City of New York. Any award in such arbitration proceeding shall be final and binding and shall be enforceable pursuant to Article 75 of the CPLR.

- b. After incorporation of this *2005 DC 37 MEA* into an applicable *Successor Separate Unit Agreement*, any dispute, controversy or claim referred to in Section 14(a) which arises between the parties to such separate unit agreement shall be submitted in accordance with the dispute resolution provisions of such applicable *Successor Separate Unit Agreement*.
- c. Any dispute, controversy or claim arising under Sections 8 (“TransitCheck”), 9 (“Residency”), 10 (“Welfare Funds”), 11 (“Privatization”), 12 (“Labor Management Committee on Pension Issues”), 13 (“Salary Review”) except as otherwise provided in Appendix A, and 15 (“Continuation of Certain Health Benefits”) shall continue to be submitted under Section 14 (a) above.
- d. The term of this Section 14 shall be from the date of execution of this *2005 DC 37 MEA* to the date of execution of any successor agreement(s) to this *2005 DC 37 MEA*.

#### **Section 15. Continuation of Certain Health Benefits**

The parties acknowledge that collective bargaining regarding health benefits is within the purview of negotiations between the Municipal Labor Committee and the City. Cost-containment initiatives and program modifications in the City Health Benefits Program shall be discussed with the Municipal Labor Committee.

The parties agree that the following provisions of the 1993 Municipal Coalition Agreement shall remain in full force and effect except as otherwise modified by provisions of this *2005 DC 37 MEA* and the Appendices.

##### **Health Care Flexible Spending Account**

- a. A flexible health care spending account shall be established pursuant to Section 125 of the IRS code after July 1993. Those employees eligible for New York City health plan coverage as defined on page 32, section 4(B) of the 1992 New York City Health Summary Program Description shall be eligible to participate in the account. Participating employees shall contribute at least 260 dollars per year up to a maximum of \$5,000 per year. Said contribution minimum and maximum levels may be modified by the MLC Health Advisory Committee based on experience of the plan. Any unfunded balance may be deducted from final salary payments due an employee.
- b. Expenses of the account shall include but not be limited to deductibles, co-insurance, co-payments, excess expenses beyond plan limits, physical exams and health related transportation costs for vision, dental, medical and prescription drug plans where the employee and dependents are covered. In no case will any of the

above expenses include those non-deductible expenses as defined as non-deductible in IRS Publication 502.

- c. An administrative fee of \$4.00 per month shall be charged for participation in the program. An employee's participation in the account is irrevocable during a plan year. At the close of the plan year any excess balance in an employee's account will not be refunded.

#### Health Insurance

- a. Effective April 1, 1995 and thereafter, the Employer's cost for each contract for each Employee and for each retiree (under age 65) shall be equalized at the community rated basic HIP/HMO plan payment rate as approved by the State Department of Insurance on a category basis of individual or family, (e.g. the payment for GHI-CBP/Blue Cross family coverage shall be equal to the payment for HIP/HMO family coverage).
- b. The Employers shall continue to contribute on a City employee benefits program-wide basis the additional annual amount of \$35 million to maintain the health insurance stabilization reserve fund created in Section 7 of the 1984-87 Municipal Coalition Economic Agreement. Said funds shall be paid in two installments of seventeen million five hundred thousand in January and July of each year.
- c. Pursuant to paragraph 7 of MLC Health Benefits Agreement, notwithstanding the above, in each of the fiscal years 2001 and 2002, the City shall not make the annual \$35 million contributions to the health insurance stabilization fund.
- d. In the event that there is a citywide or program-wide health insurance package which exceeds the cost of the equalization and stabilization fund described above, the parties may negotiate a reconfiguration of this package which in no event will provide for costs in excess of the total costs of this *2000 DC 37 MEA* as set forth herein. However, it is understood that no union will be treated any better or any worse than any other union participating in the citywide or program-wide Health Program with regard to increased health insurance costs.

#### **Section 16. Retroactivity**

In the event that any payment is not paid on the date due under this *2005 DC 37 MEA*, such payment when made shall be paid retroactive to such date due.

#### **Section 17. Approval of Agreements**

This *2005 DC 37 MEA* and the separate unit agreements are subject to approval in accordance with applicable law.

**Section 18. Letter Agreements**

The executed letter agreements attached hereto are deemed to be part of this *2005 DC 37 MEA*.

**Section 19. Incorporation of Certain Provisions into Other Agreements**

All provisions of this *2005 DC 37 MEA* shall be incorporated into the applicable Successor Separate Unit Agreement, except for Section 14 (“Resolution of Disputes”) and except for Sections 8 (“Transit Check”), 9 (“Residency”), 10 (“Welfare Funds”), 11 (“Privatization”), 12 (“Labor-Management Committee on Pension Issues”), 13 (“Salary Review”), 15 (“Continuation of Certain Health Benefits”), 17 (“Approval of Agreements”), 18 (“Letter Agreements”), 19 (“Incorporation of Certain Provisions”) and 20 (“Savings Clause”).

**Section 20. Savings Clause**

In the event that any provision of this *2005 DC 37 MEA* is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this *2005 DC 37 MEA*.

WHEREFORE, we have hereunto set our hands and seals this 29<sup>th</sup> day of Sept, 2006.

**FOR THE CITY OF NEW YORK**

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

BY: *James F. Hanley*  
JAMES F. HANLEY  
Commissioner of Labor Relations

BY: *Lillian Roberts*  
LILLIAN ROBERTS  
Executive Director

**NEW YORK CITY HEALTH & HOSPITALS  
CORPORATION**

**LOCAL 372, DISTRICT COUNCIL 37,  
AFSCME, AFL-CIO**

BY: *[Signature]*  
FRANK J. CIRILLO  
Senior Vice President

BY: *Veronica Montgomery-Costa*  
VERONICA MONTGOMERY-COSTA  
President

**NEW YORK CITY DEPARTMENT OF  
EDUCATION**

**CIVIL SERVICE TECHNICAL GUILD  
LOCAL 375, AFSCME, AFL-CIO**

BY: *[Signature]*  
JOEL I. KLEIN  
Chancellor

BY: *[Signature]*  
CLAUDE FORT  
President

**NEW YORK CITY OFF TRACK BETTING  
CORPORATION**

BY: *[Signature]*  
RAYMOND CASEY  
Executive Director

**APPROVED AS TO FORM:**

BY: *[Signature]*  
PAUL T. REPHEN  
Acting Corporation Counsel

SUBMITTED TO THE FINANCIAL CONTROL BOARD:



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

**JAMES F. HANLEY**  
*Commissioner*  
**PAMELA S. SILVERBLATT**  
*First Deputy Commissioner*

**Appendix A**

Lillian Roberts  
Executive Director  
District Council 37, AFSCME, AFL-CIO  
125 Barclay Street  
New York, New York 10007

**Re: 2005 District Council 37 Memorandum of Economic Agreement**

Dear Ms. Roberts:

This letter is to confirm certain mutual understandings and agreements regarding the above-captioned agreement.

As set forth in Section 13 of the *2005 District Council 37 Memorandum of Economic Agreement*, ("2005 DC 37 MEA") the parties agree to establish the "Salary Review Panel" ("Panel").

**Composition of the Panel**

The Salary Review Panel shall consist of a member appointed by the Union, a member appointed by the City, and a neutral selected by the parties or such other arrangement as may be mutually acceptable to the parties.

**Goals and Objectives**

A Salary Review Panel shall be established to review selected titles and occupational groups to determine whether or not salary adjustments or other compensation modifications appear to be indicated and, based on their findings, to make such recommendations as are appropriate.

Criteria

The criteria to be used to determine the title(s) and/or occupational group(s) to be reviewed for such adjustments or modifications shall include the following:

1. Titles/occupational groups whose work was previously contracted out but is currently being performed by City employees.
2. Titles/occupational groups which perform revenue-producing and/or cost-containment functions.
3. Titles whose duties have evolved to require substantial additional skills and/or responsibilities.
4. Titles/occupational groups whose salary and/or total compensation benefits may not compare favorably vis-à-vis other public sector and/or private sector jurisdictions.

Notwithstanding the above, any other criteria that the parties may mutually agree upon may be considered by the Panel.

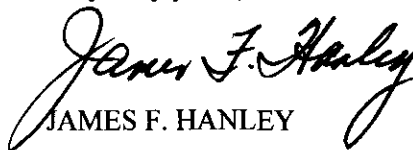
The parties mutually agree that any review undertaken by the Panel shall, where appropriate, include an analysis of the “total compensation” of a title. Total compensation includes wages and other salary-related benefits; time and leave benefits; health insurance; welfare fund benefits; pension benefits; and such other areas that are typically considered by the parties.

Written applications are to be submitted to the Panel within 120 days of the ratification of this Agreement unless the parties mutually agree to an extension. Applications submitted to the Panel must contain detailed information regarding the basis for the claim. Determinations and/or recommendations of the Panel shall not be grievable, arbitrable or otherwise reviewable in any other forum including, but not limited to, Section 14 of the 2005 DC 37 MEA “Resolution of Disputes.”)

The parties further agree that no recommendation for salary modifications and/or other adjustments shall be implemented unless and until the parties have agreed on the source(s) of funding.

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  
District Council 37, AFSCME, AFL-CIO**

BY:   
LILLIAN ROBERTS  
Executive Director



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

**JAMES F. HANLEY**

*Commissioner*

**PAMELA S. SILVERBLATT**

*First Deputy Commissioner*

**Appendix B**

Lillian Roberts  
Executive Director  
District Council 37, AFSCME, AFL-CIO  
125 Barclay Street  
New York, New York 10007

**Re: 2002 District Council 37 Memorandum of Economic Agreement**

Dear Ms. Roberts:

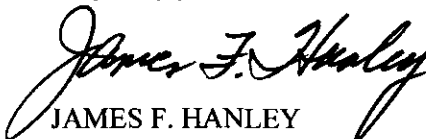
This is to confirm certain mutual understandings and agreements regarding the above captioned Agreement.

1. The First Deputy Commissioner of Labor Relations may, after notification to the affected union(s), exempt certain hard to recruit titles, as defined in relevant cases by DCAS and by HHC, from the provisions of Section 5 of the *2005 DC 37 MEA*.
2. For the purposes of Section 5 of the *2005 DC 37 MEA*, employees who were in active pay status prior to the date of execution of the *2005 DC 37 MEA* who are affected by the following personnel actions after said date shall not be treated as "newly hired" employees and shall be entitled to receive the minimum incumbent salary set forth in Section 4 on the dates indicated therein.
  - a. Employees who return to active pay status from an approved leave of absence.
  - b. Employees in active pay status (whether full or part-time) appointed to permanent status from a civil service list or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.
  - c. Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or who were subject to involuntary redeployment.
  - d. Provisional employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.

- e. Permanent employees who resign and are reinstated within one year of such resignation.
  - f. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
  - g. A provisional employee who is appointed directly from one provisional appointment to another.
  - h. For circumstances that were not anticipated by the parties, the First Deputy Commissioner of Labor Relations may elect to issue, on a case-by-case basis, interpretations concerning the application of Section 5 of the *2005 DC 37 MEA*. Such interpretations shall not be subject to the dispute resolution procedures set forth in Section 14 of the *2005 DC 37 MEA*.
3. For the purposes of Section 2(a), “approved leave” is further defined to include:
- a. maternity/childcare leave
  - b. military leave
  - c. unpaid time while on jury duty
  - d. unpaid leave for union business pursuant to Executive Order 75
  - e. unpaid leave pending workers’ compensation determination
  - f. unpaid leave while on workers’ compensation option 2
  - g. approved unpaid time off due to illness or exhaustion of paid sick leave
  - h. approved unpaid time off due to family illness
  - i. other pre-approved leaves without pay

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

Very truly yours,

  
JAMES F. HANLEY

**AGREED AND ACCEPTED ON BEHALF OF  
District Council 37, AFSCME, AFL-CIO**

BY:   
LILLIAN ROBERTS  
Executive Director



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

**JAMES F. HANLEY**  
*Commissioner*  
**PAMELA S. SILVERBLATT**  
*First Deputy Commissioner*

**Appendix C**

Lillian Roberts  
Executive Director  
District Council 37, AFSCME, AFL-CIO  
125 Barclay Street  
New York, New York 10007

**Re: 2005 District Council 37 Memorandum of Economic Agreement**

Dear Ms. Roberts:

This is to confirm certain mutual understandings and agreements regarding the above captioned Agreement.

- a. Funding was not provided to permit the application of the general increases to the 15-year longevity increments provided in various separate unit agreements. Therefore the provisions of Section 4 (a) (i), (ii) and (iii) of the *2005 DC 37 MEA* shall *not* apply to such longevity increments.
- b. Notwithstanding the above, once an employee has completed the 15 years of "City" service in pay status and is eligible to receive the \$800 longevity increment, the \$800 shall become part of the employee's base rate for all purposes except as provided in paragraph c. below.
- c. The \$800 longevity increment shall not become pensionable until fifteen months after the employee begins to receive such \$800 increment. Fifteen months after the employee begins to receive the \$800 longevity increment, such \$800 longevity increment shall become pensionable and as part of the employee's base rate, the \$800 longevity increment shall be subject to the general increases provided in Section 4 (a) of this Agreement.

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

Very truly yours,

  
JAMES F. HANLEY

**AGREED AND ACCEPTED ON BEHALF OF  
District Council 37, AFSCME, AFL-CIO**

BY:   
LILLIAN ROBERTS  
Executive Director



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**JAMES F. HANLEY**  
*Commissioner*  
**PAMELA S. SILVERBLATT**  
*First Deputy Commissioner*

**Appendix D**

Lillian Roberts  
 Executive Director  
 District Council 37, AFSCME, AFL-CIO  
 125 Barclay Street  
 New York, New York 10007

**Re: 2005 District Council 37 Memorandum of Economic Agreement**

Dear Ms. Roberts:

This is to confirm certain mutual understandings and agreements regarding the above captioned Agreement.

The terms of the Citywide Agreement dated May 19, 2000, covering the period January 1, 1995 to June 30, 2001, shall continue in full force and effect except as previously modified by Section 7 of the 2002 DC 37 MEA, whose modifications shall remain in full force and effect.

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

Very truly yours,

  
 JAMES F. HANLEY

**AGREED AND ACCEPTED ON BEHALF OF  
 District Council 37, AFSCME, AFL-CIO**

BY:   
 LILLIAN ROBERTS  
 Executive Director