

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

IMPROPER PRACTICE CHARGE

**INSTRUCTIONS:** File an original and four (4) copies of this Charge with the Director of Public Employment Practices and Representation, New York State Public Employment Relations Board, 80 Wolf Road, Suite 500, Albany, NY 12205-2656. If more space is required for any item, attach additional sheets, numbering item accordingly.

DO NOT WRITE IN THIS SPACE

Case No. U-

Date Received:

1. CHARGING PARTY

- a. Name (If employee organization, give full name, including any affiliation and local name and number):  
City Employees Union Local 237, International Brotherhood of Teamsters
- b. Address (No. & Street, City and Zip Code, County, Email): 216 West 14th St, New York, NY 10011  
Telephone Number: (212) 924-2000
- c. Name and title of the representative filing charge:  
Joshua J. Ellison, Counsel to City Employees Union Local 237
- d. Name, address, telephone number, and Email of attorney or other representative, if any, to whom correspondence is to be directed: Joshua J. Ellison, Cohen, Weiss and Simon LLP, 330 West 42nd St, New York, NY 10036  
Telephone Number: 212-563-4100

2. PUBLIC EMPLOYER AND/OR EMPLOYEE ORGANIZATION AGAINST WHICH CHARGE IS BROUGHT

- a. Name and Address (No. & Street, City and Zip Code, County, Email): See attached.
- b. Telephone Number: See attached.
3. Is the charging party filing a separate application for injunctive relief pursuant to §204.15 of the Board's Rules of Procedure?

   YES

  X   NO

4. VIOLATIONS ALLEGED

Pursuant to Article 14 of the Civil Service Law, as amended (Public Employees' Fair Employment Act), the charging party hereby alleges that the above-named respondent(s) has (have) engaged in or is (are) engaging in an improper practice within the meaning of the following subsections of Section 209-a of said Act (check the subsection(s) allegedly violated):

If by a public employer

- ( ☒ ) 209-a.1(a)  
( ☐ ) 209-a.1(b)  
( ☐ ) 209-a.1(c)  
( ☒ ) 209-a.1(d)  
( ☐ ) 209-a.1(e)  
( ☐ ) 209-a.1(f)  
( ☐ ) 209-a.1(g)

If by an employee organization

- ( ☐ ) 209-a.2(a)  
( ☐ ) 209-a.2(b)  
( ☐ ) 209-a.2(c)\*

\* If the charge alleges a violation of Section 209-a.2(c) of the Act based on an employee organization's processing of or failure to process a claim that a public employer has breached its agreement with such employee organization, identify the public employer:

- a. Name and Address (No. & Street, City and Zip Code, County, Email):
- b. Telephone Number:

If the charge alleges that a charter school, charter school board of directors, chief administrative officer and/or their agents has (have) committed an improper practice under the Charter School Act of 1998, check the applicable subsection(s):

Education Law ( ☐ ) 2854.3(c-2)

Education Law ( ☐ ) 2855.1(d)\*

\*The charge must allege a practice and pattern of egregious acts and/or conduct by the charter school and/or its agents.

5. Specify in detail the alleged violation(s). Include names, dates, times, places and particular actions constituting each violation. Use additional sheet(s), if necessary. Failure to supply sufficient factual detail may result in a delay in processing or dismissal of the charge.

See attached.

6. If the charge alleges a violation of Section 209-a.1(d) or 209-a.2(b) of the Act, has the charging party notified the Board in writing of the existence of an impasse pursuant to Section 205.1 of the Board's Rules of Procedure?

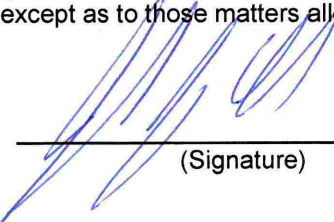
☐ YES ☒ NO

7. The charging party is available immediately to participate in a pre-hearing conference and a formal hearing.

☒ YES ☐ NO

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF )

Joshua J. Ellison, being duly sworn deposes and says, that (s)he is the charging party above named, or its representative, and that (s)he has read the above charge consisting of this and 24 additional page(s), and is familiar with the facts alleged therein, which facts (s)he knows to be true, except as to those matters alleged on information and belief, which matters (s)he believes to be true.

  
(Signature)

Counsel to Local 237  
(Title)

  
Subscribed and sworn to before me  
this 8th day of March, 2017

**ALTHEA DORSETT**  
Notary Public, State of New York  
No. 01DO6057445  
Qualified in Bronx County  
Commission Expires April 16, 2019

Reset Form

Print Form

PERB 579 (4/13)

## **ATTACHMENT TO IMPROPER PRACTICE CHARGE**

2a & 2b. New York City Department of Education  
Karen Solimado, Executive Director of Labor Relations  
52 Chambers St., New York, NY 10007  
(212) 374-7990

5. Description of Charge

(a) City Employees Union Local 237, International

Brotherhood of Teamsters (“Local 237”) is the recognized collective bargaining representative of employees in the titles of Supervisor of School Lunch, Associate School Food Service Manager, School Lunch Manager, School Food Services Manager, Chief School Lunch Manager, Stock Worker, Supervisor of Stock Workers, Education Facilities Officer and Special Officer employed by the Department of Education of the City School District of the City of New York (the “Department”).

(b) The Department operates the New York City public school system.

(c) Local 237 and the Department have been parties to a series of collective bargaining agreements covering the titles represented by Local 237. Bargaining between the parties takes place first between Local 237 and the City of New York, where the parties agree on contractual terms that apply to all Local 237-represented employees employed by the City of New York and by the Department (except for employees subject to Section 220(3) of the Labor Law), such as general wage increases. Then, Local 237 and the Department separately negotiate and execute several agreements, known as a “Successor Unit Agreements” with additional provisions specific to Local 237-represented employees at the Department.

(d) Most recently, the City of New York and Local 237 executed a Memorandum of Agreement (“MOA”) (attached as Exhibit A) that provided for,

among other things, three 1% wage increases effective in 2012, 2013, and 2014 respectively, a 1.5% wage increase effective in 2015, a 2.5% wage increase effective in 2016, and a 3% wage increase effective in 2017. *See* MOA § 3(i)-(vi). The MOA provided that the specific date on which each wage increase would become payable would depend on the effective date of the successor unit agreement applicable for each title or titles. *See* MOA § 3(vii).

(e) The MOA further provided that the final 3% wage increase for each title would be payable upon execution of a Successor Unit Agreement covering that title.

(f) Thus, certain Local 237-represented employees of the Department will not receive the final 3% wage increase until Local 237 and the Department negotiate Successor Unit Agreements.

(g) The Department has refused and continues to refuse to negotiate and execute Successor Unit Agreements with Local 237.

(h) In June, 2016, Local 237 representatives Todd Rubinstein, Donald Arnold and Mal Patterson met with the Department's Executive Director of Labor Relations Karen Solimando and the Chief Executive Officer for the Department's Division of Human Resources, Lawrence Becker, to negotiate Successor Unit Agreements for employees in the titles Supervisor of School Lunch, Associate School Food Service Manager, School Lunch Manager, School Food Services Manager, Chief School Lunch Manager, and Education Facilities Officer.

(i) At the conclusion of that meeting, Department representatives indicated that they would contact Local 237 regarding another meeting. To date, no such meeting has occurred.

(j) Local 237 representatives have sought to advance the negotiation of the Successor Unit Agreements but the Department has not meaningfully participated in further negotiations.

(k) On October 26, 2016, Mr. Rubinstein sent Ms. Solimando an email setting forth a list of unresolved issues to be addressed in the Successor Unit Agreements. Ms. Solimando did not respond to this email.

(l) On December 15, 2016, Mr. Rubinstein emailed Ms. Solimando and indicated that Local 237 wished to pick up the Department's proposed drafts of successor unit agreements for Local 237-represented titles. Ms. Solimando responded that she did not have any draft agreements and would call Mr. Rubinstein the following day to discuss the Successor Unit Agreements. Ms. Solimando, however, did not call Mr. Rubinstein the next day or thereafter.

(m) On January 27, 2017, Mr. Rubinstein again emailed Ms. Solimando to ask when the parties would be able to complete negotiation of Successor Unit Agreements. Ms. Solimando did not respond to his email.

(n) On February 27, 2017, Mr. Rubinstein emailed Ms. Solimando yet again to seek to arrange for the negotiation of the Successor Unit Agreements. Ms. Solimando still failed to respond.

(o) Thus, on numerous occasions, Local 237 has attempted to engage in negotiations with the Department regarding Successor Unit Agreements but the Department has refused to do so.

(p) By the above-described conduct, the Department has refused to negotiate with Local 237 regarding a successor unit agreement, in violation of Sections 204.2 and 204.3 of the Taylor Law and which constitute improper practices within the meaning of Sections 209-a.1(a) and 209-a.1(d) of the Taylor Law.

(q) WHEREFORE, Local 237 respectfully requests that the Public Employment Relations Board:

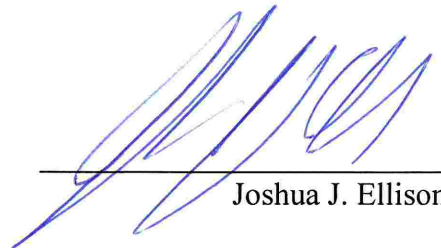
(i) Order the Department to cease and desist from failing or refusing to bargain with Local 237 in good faith; and

(ii) Order such other and further relief as may be just and proper.

**CERTIFICATE OF SERVICE**

I, Joshua J. Ellison, hereby certify that on March 8, 2017 I caused to be served a true and correct copy of the foregoing Improper Practice Charge via UPS overnight delivery on:

Karen Solimando, Director of Labor Relations  
New York City Department of Education  
52 Chambers St., New York, NY 10007



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Joshua J. Ellison

# **EXHIBIT A**



**2010-2018 Memorandum of Agreement**  
**Local 237 and the City of New York**

1. **Term:** 7 years and 6 months (90 months)

The term of the 2010-2018 Local 237 MOA ("this MOA") shall be from September 26, 2010 through March 25, 2018, or 90 months from the date of termination of the applicable existing Successor Separate Unit Agreement, except for the Separate Unit Agreements covering employees in the titles School Lunch Manager, School Food Services Manager, Chief School Lunch Manager, Supervisor of School Lunch, and Associate School Food Services Manager, which will be extended for a mutually agreed-upon period in order to provide additional welfare fund contributions for these titles.

2. **Ratification Bonus**

A lump sum cash payment in the amount of \$1,000, pro-rated for other than full-time employees, shall be payable as soon as practicable upon ratification of the Agreement to those Employees who are on payroll as of the date of ratification. The lump sum cash payment shall be pensionable, consistent with applicable law.

- i. Full-time per annum and full-time per diem Employees shall receive a pro-rata lump sum cash payment the computation of which shall be based on service during the period from July 1, 2013 through June 30, 2014.
- ii. Where the regular and customary work year for a title is less than a twelve-month year, such as a school year, such computations shall be based on service during the period from September 5, 2013 through June 26, 2014 or other applicable dates for other school-based employees.
- iii. Part-time per annum, part-time per diem (including seasonal appointees), per session, hourly paid Employees and Employees whose normal work year is less than a full calendar year shall receive a pro-rata portion of the lump sum cash payment based on their regularly scheduled hours and the hours in a full calendar year.
- iv. The lump sum cash payments shall not become part of the Employee's basic salary rate nor be added to the Employee's basic salary for the calculation of any salary based benefits including the calculation of future collective bargaining increases.

- v. 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 2. of this MOA. Such case-by-case interpretations shall not be subject to any dispute resolution procedures as per past practice of the parties.

3. **General Wage Increases**

<u>Effective Date</u>	<u>General Wage Increases</u>
i. March 26, 2012	1.00%
ii. March 26, 2013	1.00% compounded
iii. March 26, 2014	1.00% compounded
iv. March 26, 2015	1.50% compounded
v. March 26, 2016	2.50% compounded
vi. March 26, 2017	3.00% compounded
vii. For Separate Successor Unit Agreements with different effective dates, these general wage increases shall be implemented in accordance with the appropriate effective dates.	

4. **Conditions to Payment**

- a. The lump sum cash payment pursuant to Section 2 of this MOA shall be payable as soon as practicable upon ratification of this MOA.
- b. The general increases pursuant to Sections 3.i., ii, and iii of this MOA shall be payable as soon as practicable upon execution of this MOA.
- c. The general increases pursuant to Sections 3.iv and v. of this MOA shall be payable as soon as practicable after the effective date of such increases of this MOA.
- d. The general increases provided in Section 3.vi of this MOA shall be payable as soon as practicable upon the execution of the successor unit agreement.

5. **Additions to Gross**

The general wage increases provided for in section 3 i, ii, iii, iv, v, and vi shall not be applied to "additions to gross". This shall not establish a precedent or practice for successor collective bargaining agreements.

6. **School Safety Agents (School Guards) and New Hire Special Officers**

a. ***Salary Schedules***

- i. **Incumbents**: Effective upon court approval of the settlement as described in Section 6.f., below, salaries of incumbent employees in the School Safety Agent (School Guard) title shall be governed by the salary schedules set forth below. Employees' salaries, including wage and step increases, during the pendency of this MOA are reflected in the chart below based on a given, single horizontal line, based on their length of service as of September 1, 2014.

The salary schedule for employees who have up to one year of service as of September 1, 2014 is described in line 1, below. The salary schedule for employees who have more than one and up to two years of service as of September 1, 2014 is described in line 2, below. The salary schedule for employees with more than two years of service as of September 1, 2014 is described in line 3, below:

	<i>SSA service as of 9/1/14</i>	9/1/14	3/26/15	1/1/16	3/26/16	1/1/17	3/26/17	1/1/18	3/25/18
1	0-1 yr.	\$32,341	\$32,826	\$33,821	\$34,666	\$38,828	\$39,993	\$41,064	\$46,737
2	After 1 yr., up to 2 yrs.	\$33,321	\$33,821	\$37,881	\$38,828	\$39,868	\$41,064	\$42,136	\$46,737
3	2 yrs. and more	\$37,321	\$37,881	\$38,896	\$39,868	\$40,909	\$42,136	\$46,737	\$46,737

For example, an employee who has between one and two years of service on September 1, 2014 will follow line 2, horizontally, for the pendency of this MOA. The salary of such an employee will increase to \$33,321 on September 1, 2014. It then will increase to \$33,821 on March 26, 2015, to \$37,881 on January 1, 2016, to \$38,828 on March 26, 2016, to \$39,868 on January 1, 2017, to \$41,064 on March 26, 2017, to \$42,136 on January 1, 2018, and to \$46,737 on March 25, 2018.

- ii. **New Hires**: Effective September 1, 2014, salaries of employees hired into the School Safety Agent (School Guard) and Special Officer titles shall be governed by the salary schedules set forth below. Percent wage increases to employees' salaries are reflected in each column of the chart below, while step increases to employees' salaries are reflected in each row of the chart below. In determining an employee's salary, one must move across to a new column on the date of a given wage increase, and down a row on the appropriate date of step increase, as described in Section 6.b.



<i>effective =&gt;</i>	9/1/2014	3/26/2015	3/26/2016	3/26/2017
Hiring Rate	\$30,260	\$30,714	\$31,482	\$32,426
After 1	\$31,260	\$31,729	\$32,522	\$33,498
After 2	\$32,260	\$32,744	\$33,563	\$34,570
After 3	\$33,260	\$33,759	\$34,603	\$35,641
After 4	\$34,260	\$34,774	\$35,643	\$36,712
After 5	\$35,260	\$35,789	\$36,684	\$37,785
After 6	\$36,260	\$36,804	\$37,724	\$38,856
After 7	\$43,615	\$44,269	\$45,376	\$46,737

For example, the salary of an employee hired on October 1, 2014 would initially be \$30,260. On March 26, 2015, that employee's salary would increase to \$30,714. On January 1, 2016, that employee would advance to the next step and his or her salary would be \$31,729. On March 26, 2016, the employee's salary would increase to \$32,552. On January 1, 2017, the employee would advance to the next step and his or her salary would be \$33,563. On March 26, 2017, the employee's salary would increase to \$34,570. On January 1, 2018, the employee would advance to the next step and his or her salary would be \$35,641.

- iii. **Group Leader Differential:** Effective upon court approval of the settlement as described in Section 6.f, below, the Group Leader differential will increase from \$4,714 to \$4,857, and will increase with prospective wage increases. The hourly equivalent of this differential contained in Article III, Section 9.g of the 2008-2010 Special Officers Agreement shall be eliminated.

**b. *Step Movement***

On the schedule described in Section 6.f, below, and consistent with the 2008-2010 Special Officers Agreement, incumbent and new hire Special Officers and School Safety Agents (School Guards) shall advance their yearly step on the January or July following the attainment of the required time.

**c. *Differentials***

Effective upon court approval of the settlement as described in Section 6.f, the Mobile Task Force and Metal Detector Scanning differential for employees in the School Safety Agent (School Guard) title shall be eliminated.

**d. *Annual Leave***

- i. Except as set forth in this sub-section 6.d.ii, below, and effective upon court approval of the settlement as described in Section 6.f below, accrual of annual leave time for all employees (new hires and incumbents) in the School Safety Agent (School Guard) title shall be governed by the current annual leave schedule for all other employees covered by the Local 237 Agreement. Any prior annual leave schedule for School Safety Agents (School Guards) shall be eliminated.
- ii. However, nothing in this MOA shall affect the annual leave time accrued as of the date of the ratification of this MOA by incumbent employees in the School Safety Agent (School Guard) title.

**e. *No Reductions***

No incumbent employee hired before September 1, 2014 shall suffer any reduction in base salary as a result of this Section 6.

**f. *Court Approval***

All provisions of this Section 6 are subject to court approval of the settlement in *Andrews, et al. v. City of New York*, Civil Action No. 10 Civ. 2426, before the United States District Court for the Southern District of New York. The provisions of this Section 6, with the exception of 6.a.ii, 6.a.iii, 6.b, 6.c, and 6.d as applied to new hires only (all of which shall be effective September 1, 2014), shall not be implemented until such court approval. All other provisions of this MOA shall apply upon ratification. If the parties in *Andrews* are not able to agree upon a settlement or if the Court does not approve the settlement, the parties agree to renegotiate the terms of Sections 6.a.i, 6.a.iii, 6.b, 6.c, 6.d, and 6.e, including the length of time under the incumbent School Safety Agent (School Guard) salary schedule for such employees to reach maximum salary, which may extend beyond the date of the conclusion of this MOA.

Pending court approval of the settlement in *Andrews*, salaries for incumbents in the School Safety Agent (School Guard) title shall be those set forth in 2008-2010 agreement between the parties as modified by the increases set forth in the following table:

<i>effective =&gt;</i>	current	3/26/12	3/26/13	3/26/14	3/26/15	3/26/16	3/26/17
		1.00%	1.00%	1.00%	1.50%	2.50%	3.00%
Hiring Rate	\$31,259	\$31,572	\$31,888	\$32,207	\$32,690	\$33,507	\$34,512
After 1	\$32,112	\$32,433	\$32,757	\$33,085	\$33,581	\$34,421	\$35,454
After 2 (incumbent min)	\$35,323	\$35,676	\$36,033	\$36,393	\$36,939	\$37,862	\$38,998

**7. Uniform and/or Clothing Allowance**

The Uniform and/or Clothing Allowance for Special Officers, Supervising Special Officers, and School Safety Agents (School Guard) shall be increased by \$332 per year to \$1,000 on July 1, 2015; by \$332 per year to \$1,000 on July 1, 2016, and by \$244 to \$912 on July 1, 2017 until March 25, 2018. This provision shall expire at the termination of this MOA, and the Uniform and/or Clothing Allowance will revert to \$668 per annum.

**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 MOA.

**9. New Administrative Benefits Fund**

- a. The Union shall create an administrative benefits trust fund, to be called the Local 237 Administrative Trust Fund. The purpose of the Local 237 Administrative Trust Fund shall be to receive contributions from the Employer and to distribute and allocate such funds to the Retiree Welfare Fund and the Active Welfare Fund as the trustees of the Local 237 Administrative Trust Fund deem appropriate.
- b. As soon as practicable after the Local 237 Administrative Trust Fund is established, all contributions made by the Employer pursuant to Article XIII, Section 1.b of the Citywide Agreement shall be made to the Local 237 Administrative Trust Fund.
- c. The contributions to be made pursuant to the Agreement contained in Sections 8 and 10 of this MOA shall be made to the Local 237 Administrative Trust Fund.

**10. Additional Contributions to Local 237 Administrative Trust Fund**

- a. As soon as practicable after the Local 237 Administrative Trust Fund is established, the employer welfare fund contributions on behalf of each eligible full-time active employee and retiree shall be increased by \$280 per annum. Contributions for non-full-time employees and retirees shall be increased by the appropriate pro-rata share. Such contributions shall be effective retroactive to July 1, 2014.
- b. Prior to the expiration of this MOA, upon the mutual agreement of the parties, contributions to the Local 237 Administrative Trust Fund set forth in subsection a, above, may be reallocated on a cost-neutral basis.

**11. Citywide Agreement**

A committee shall be established to jointly incorporate the current applicable Citywide provisions into the new School Safety Unit Agreement. All provisions must be mutually agreed to by the parties.

**12. Discussions**

Nothing contained in this MOA shall preclude the parties from continuing discussions to identify, review, recommend and develop initiatives that will generate workplace savings, maximize the potential of the City workforce and ensure the provision of essential services, while at the same time providing increased compensation for the workforce. The parties must conclude all discussions regarding this Section no later than 24 months after the date of ratification of this MOA unless they have mutually agreed to extend the deadline. Any claim that either party has to enforce a mutually agreed upon savings proposal shall be submitted to the arbitrator designated to resolve disputes in Section 15, below. The arbitrator shall not be used to decide the substance, merit or value of either of the parties' specific savings proposals.

The final general wage increase in this Agreement as stated in Section 3.vi shall not be paid unless and until: (1) these discussions are completed by the parties; or (2) following 24 months after the ratification date of this MOA, either party terminates these discussions, in which case the payment will be made pursuant to the final wage increase in Section 3.vi.

**13. Prohibition of Further Economic Demands**

Except as set forth in Section 6 and Section 12, and with respect to welfare fund contributions for employees in the titles School Lunch Manager, School Food Services Manager, Chief School Lunch Manager, Supervisor of School Lunch, and Associate School Food Services Manager, no party to this MOA shall make additional economic demands during the term of this MOA.



**14. Due Process Protections For Provisionals**

Immediately after ratification, the City shall make good faith efforts to ensure due process protections, similar to the Citywide Agreement due process procedures, for provisional employees in the Department of Education, and the NYC Health and Hospitals Corporation.

**15. Dispute Resolution**

Any dispute concerning the interpretation or application of this MOA shall be submitted to Arbitrator Martin Scheinman for expedited arbitration. The arbitrator designated pursuant to this Section shall also have the authority to act as an interest arbitrator with respect to Section 6 but no other sections, unless so separately designated by agreement of the parties.

**16. Included and Excluded Titles**

Appendix "A" of this Agreement shall contain the list of Local 237-represented titles slated for inclusion and exclusion in this Memorandum of Agreement.

**17. Ratification**

This MOA is subject to ratification by the Union.

WHEREFORE, we have hereunto set our hands and seals this 26 day of August, 2014.

**City Employees Union, Local 237, IBT**

**City of New York**

By: 

**Gregory Floyd  
President**

By: 

**Robert W. Linn  
Commissioner  
Office of Labor Relations**





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

**ROBERT W. LINN**  
*Commissioner*

May 5, 2014

Harry Nespoli  
Chair, Municipal Labor Committee  
125 Barclay Street  
New York, NY 10007

Dear Mr. Nespoli:

This is to confirm the parties' mutual understanding concerning the following issues:

1. Unless otherwise agreed to by the parties, the Welfare Fund contribution will remain constant for the length of the successor unit agreements, including the \$65 funded from the Stabilization Fund pursuant to the 2005 Health Benefits Agreement between the City of New York and the Municipal Labor Committee.
2. Effective July 1, 2014, the Stabilization Fund shall convey \$1 Billion to the City of New York to be used to support wage increases and other economic items for the current round of collective bargaining (for the period up to and including fiscal year 2018). Up to an additional total amount of \$150 million will be available over the four year period from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties. Thereafter, \$ 60 million per year will be available from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties.
3. If the parties decide to engage in a centralized purchase of Prescription Drugs, and savings and efficiencies are identified therefrom, there shall not be any reduction in welfare fund contributions.
4. There shall be a joint committee formed that will engage in a process to select an independent healthcare actuary, and any other mutually agreed upon additional outside expertise, to develop an accounting system to measure and calculate savings.

5. The MLC agrees to generate cumulative healthcare savings of \$3.4 billion over the course of Fiscal Years 2015 through 2018, said savings to be exclusive of the monies referenced in Paragraph 2 above and generated in the individual fiscal years as follows: (i) \$400 million in Fiscal Year 2015; (ii) \$700 million in Fiscal Year 2016; (iii) \$1 billion in Fiscal Year 2017; (iv) \$1.3 billion in Fiscal Year 2018; and (v) for every fiscal year thereafter, the savings on a citywide basis in health care costs shall continue on a recurring basis. At the conclusion of Fiscal Year 2018, the parties shall calculate the savings realized during the prior four-year period. In the event that the MLC has generated more than \$3.4 billion in cumulative healthcare savings during the four-year period, as determined by the jointly selected healthcare actuary, up to the first \$365 million of such additional savings shall be credited proportionately to each union as a one-time lump sum pensionable bonus payment for its members. Should the union desire to use these funds for other purposes, the parties shall negotiate in good faith to attempt to agree on an appropriate alternative use. Any additional savings generated for the four-year period beyond the first \$365 million will be shared equally with the City and the MLC for the same purposes and subject to the same procedure as the first \$365 million. Additional savings beyond \$1.3 billion in FY 2018 that carry over into FY 2019 shall be subject to negotiations between the parties.

6. The following initiatives are among those that the MLC and the City could consider in their joint efforts to meet the aforementioned annual and four-year cumulative savings figures: minimum premium, self-insurance, dependent eligibility verification audits, the capping of the HIP HMO rate, the capping of the Senior Care rate, the equalization formula, marketing plans, Medicare Advantage, and the more effective delivery of health care.

7. Dispute Resolution

- a. In the event of any dispute under this agreement, the parties shall meet and confer in an attempt to resolve the dispute. If the parties cannot resolve the dispute, such dispute shall be referred to Arbitrator Martin F. Scheinman for resolution.
- b. Such dispute shall be resolved within 90 days.
- c. The arbitrator shall have the authority to impose interim relief that is consistent with the parties' intent.
- d. The arbitrator shall have the authority to meet with the parties at such times as the arbitrator determines is appropriate to enforce the terms of this agreement.
- e. If the parties are unable to agree on the independent health care actuary described above, the arbitrator shall select the impartial health care actuary to be retained by the parties.
- f. The parties shall share the costs for the arbitrator and the actuary the arbitrator selects.

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

Sincerely,

A handwritten signature in dark ink, appearing to read "R. W. Linn", written over a horizontal line.

Robert W. Linn  
Commissioner

Agreed and Accepted on behalf of the Municipal Labor Committee

BY:   
Harry Nespoli, Chair

**2010-2018 Memorandum of Agreement**  
**Local 237 and the City of New York**

**Appendix "A"**

**LIST OF INCLUDED TITLES**

**CBU 047 (Special Officers)**

TITLE CODE:	TITLE:
A0087	AGENCY ATTORNEY (DOE)
31313	ASBESTOS HANDLER
31314	ASBESTOS HANDLER SUPERVISOR
91105	ASSISTANT BRIDGE OPERATOR
80605	ASSISTANT BUILDING CUSTODIAN
12207	ASSISTANT STOCK HANDLER (Present Incumbents Only)
34620	ASSOCIATE WATER USE INPECTOR
31815	BLASTING INSPECTOR
91110	BRIDGE OPERATOR
80610	BUILDING CUSTODIAN
80609	CUSTODIAN
71022	EVIDENCE AND PROPERTY CONTROL SPECIALIST
81901	HOSTLER
80601	JUNIOR BUILDING CUSTODIAN
33415	PIPE LAYING INSPECTOR
00017	PREVENTIVE MAINTENANCE INSPECTOR
70820	PRINCIPAL SPECIAL OFFICER (All except those employed by ACS/DJJ, DOHMH, DHS, HRA)
12225	PRINCIPAL STOREKEEPER (Present Incumbents Only)
34460	PRINCIPAL WATER USE INSPECTOR (Present Incumbents Only)
70204	SCHOOL GUARD (SCHOOL SAFETY AGENT)
60817	SCHOOL SAFETY AGENT
31835	SENIOR BLASTING INSPECTOR
80635	SENIOR BUILDING CUSTODIAN
33435	SENIOR PIPE LAYING INSPECTOR
12220	SENIOR STOREKEEPER (Present Incumbents Only)
34635	SENIOR WATER USE INSPECTOR (Present Incumbents Only)
70810	SPECIAL OFFICER (All except those employed by ACS/DJJ, DOHMH, DHS, and HRA)
12214	STOCK HANDLER (Present Incumbents Only)
12200	STOCK WORKER
12215	STOREKEEPER (Present Incumbents Only)
31840	SUPERVISING BLASTING INSPECTOR



70817	SUPERVISING SPECIAL OFFICER (All except those employed by ACS/DJJ, DOHMH, DHS, and HRA)
34655	SUPERVISING WATER USE INSPECTOR (Present Incumbents Only)
90935	SUPERVISOR (TRAFFIC DEVICE MAINTENANCE), LEVEL I (Present Incumbents Only)
91160	SUPERVISOR OF BRIDGE OPERATIONS
80660	SUPERVISOR OF BUILDING CUSTODIANS
12202	SUPERVISOR OF STOCK WORKERS
90904	SUPERVISOR OF TRAFFIC DEVICE MAINTAINERS, LEVEL I
35115	TRANSPORTATION INSPECTOR
34600	WATER METER READER
34615	WATER USE INSPECTOR
34601	WATER USE INSPECTOR TRAINEE
039770	MAINTENANCE & CONTROL PLANNER
039780	MAINTENANCE PLNGG & CTRL SPVSR
000650	REFRIGERATION SVC HELPER
000660	REFRIGERATION SVC MECHANIC
708100	SPECIAL OFFICER
962410	SPVSR OF STOCK WKRS L1
962420	SPVSR OF STOCK WKRS L2
962430	SPVSR OF STOCK WKRS L3
960910	STOCK WORKER L1
960920	STOCK WORKER L2
000670	SUPERVISING REFRIG SVC TECH
103210	SUPV SPECIAL OFFICER LEVEL1
103220	SUPV SPECIAL OFFICER LEVEL2

**CBU 108, 121 (Institutional Titles)**

TITLE CODE:	TITLE:
80810	ASSISTANT LAUNDRY SUPERVISOR
90211	BAKER
54910	COMMISSARY MANAGER
90210	COOK
06593	FOOD SERVICE ADMINISTRATOR
05058	FOOD SERVICE MANAGER (DC)
80710	HOUSEKEEPER
60310	INSTITUTIONAL BAND MUSIC INSTRUCTOR
60311	INSTITUTIONAL FARMING INSTRUCTOR
60309	INSTITUTIONAL INSTRUCTOR
60312	INSTITUTIONAL TRADES INSTRUCTOR
60314	INSTITUTIONAL TRADES INSTRUCTOR (CARPENTRY)
60313	INSTITUTIONAL TRADES INSTRUCTOR (TAILORING)
90213	MEAT CUTTER

90236	SENIOR BAKER
90234	SENIOR BAKER (CORRECTIONS)
90235	SENIOR COOK
80735	SENIOR HOUSEKEEPER
60330	SENIOR INSTITUTIONAL TRADES INSTRUCTOR
60331	SENIOR INSTITUTIONAL TRADES INSTRUCTOR (TAILORING)
90237	SENIOR MEAT CUTTER
90740	SHOEMAKER
80880	SUPERINTENDENT OF LAUNDRIES
80760	SUPERVISING HOUSEKEEPER
91279	SUPERVISOR OF MOTOR TRANSPORT
00101	TEACHER (DC)
902100	COOK
902380	FOOD SERVICE SUPERVISOR
807100	HOUSEKEEPER
901120	INSTITUTIONAL GARMENT WKR
901130	INSTITUTIONAL TAILOR
902350	SR COOK
807350	SR HOUSEKEEPER
807600	SUPERVISING HOUSEKEEPER

**CBU 125 (Hospital Technicians – Radiography)**

TITLE CODE:	TITLE:
966310	ASSOC SPVSR RADIOGRAPHER LEV 1
966320	ASSOC SPVSR RADIOGRAPHER LEV 2
966120	ASSOCIATE RADIOGRAPHER LEV2
005050	ASSOCIATE ULTRASOUND TECHN LGST
513120	ELECTROCARDIOGRAPH TECHNICIAN
513130	ELECTROENCEPHALOGRAPH TECHN
964320	NUCLEAR MEDICINE TECH L2
004890	RADIOGRAPHER
001600	SR ELECTROCARDIOGRAPH TECH
004910	SUPERVISING NUCLEAR MED TECH
966950	ULTRASOUND TECHNOLOGIST LEV 1
966960	ULTRASOUND TECHNOLOGIST LEV 2

**CBU 142 (Public Information and Health)**

TITLE CODE:	TITLE:
51175	ASSISTANT DIRECTOR OF BUREAU OF PUBLIC HEALTH EDUCATION
60816	ASSOCIATE PUBLIC INFORMATION SPECIALIST

12303	EDITORIAL ASSISTANT (Present Incumbents Only)
60805	PATIENT ASSISTANT (INFORMATION ASSISTANT) (Present Incumbents Only)
90610	PHOTOGRAPHER
93049	PHOTOGRAPHER (RULE X)
51105	PUBLIC HEALTH EDUCATION TRAINEE
51110	PUBLIC HEALTH EDUCATOR
60810	PUBLIC RELATIONS ASSISTANT
55015	SENIOR INTERGROUP RELATIONS OFFICER
90635	SENIOR PHOTOGRAPHER
51135	SR PUBLIC HEALTH EDUCATOR
60818	SUPERVISOR OF TRAFFIC SAFETY EDUCATION
51310	X-RAY TECHNICIAN
966110	ASSOCIATE RADIOGRAPHER
964310	NUCLEAR MEDICINE TECHNOLOGIST
906100	PHOTOGRAPHER
511100	PUBLIC HEALTH EDUCATOR
906350	SR PHOTOGRAPHER
511350	SR PUBLIC HEALTH EDUCATOR

**CBU 407, 409 (DOE Titles)**

TITLE CODE:	TITLE:
54483	SCHOOL FOOD SERVICE MANAGER
54485	ASSOCIATE SCHOOL FOOD SERVICE MANAGER
54410	SCHOOL LUNCH MANAGER
INACTIVE	CHIEF SCHOOL LUNCH MANAGER
INACTIVE	SUPERVISOR OF SCHOOL LUNCH
RGRN	F/T GROUP LEADER
RSGDN	F/T SCHOOL GUARD
RSSON	F/T SCHOOL SAFETY OFFICER
SSGDN	SUBSTITUTE SCHOOL GUARD

### LIST OF EXCLUDED TITLES

TITLE CODE:	TITLE:
35116	TAXI AND LIMOUSINE INSPECTOR
35143	ASSOCIATE TAXI & LIMOUSINE INSPECTOR
41120	PARKING CONTROL SPECIALIST
41122	ASSOCIATE PARKING CONTROL SPECIALIST
05816	PRINCIPAL SPECIAL OFFICER (HRA)
70820	PRINCIPAL SPECIAL OFFICER (employed by ACS/DJJ, DOHMH, DHS, HRA)
70810	SPECIAL OFFICER (employed by ACS/DJJ, DOHMH, DHS, HRA)
70817	SUPERVISING SPECIAL OFFICER (employed by ACS/DJJ, DOHMH, DHS, HRA)

All titles in CBU 179 employed by NYCHA

All titles covered by Section 220 (prevailing rate) of the New York State Labor Law

All individuals employed by the City University of New York (CUNY)

All individuals employed by Libraries and Cultural

All employees in CBU 019 (Civil Service Bar Association)

**\*\*All those titles represented by Local 237 not otherwise excluded, above, shall be included in those titles covered by this agreement\*\***





# 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*

MAYRA E. BELL  
*General Counsel*  
CHRIS BERNER  
*Chief of Staff*  
GEORGETTE GESTELY  
*Director, Employee Benefits Program*

August 26, 2014

Gregory Floyd, President  
Local 237, IBT  
216 West 14<sup>th</sup> Street  
New York, NY 10011

## Re: 2010-2018 Local 237 Memorandum of Agreement

Dear Mr. Floyd:

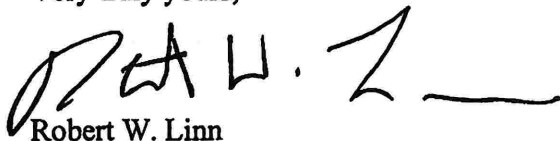
This is to confirm certain mutual understandings and agreements regarding the above captioned Agreement.

A labor-management committee shall be established with the City of New York Department of Correction to discuss:

1. Safety related matters regarding the Stock Worker job title.

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

Very truly yours,



Robert W. Linn

**AGREED AND ACCEPTED ON BEHALF  
OF LOCAL 237**

BY: 

Gregory Floyd, President



# OFFICE OF LABOR RELATIONS

40 Rector Street, New York, N.Y. 10006-1705  
nyc.gov/olr

ROBERT W. LINN  
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GEORGETTE GESTELY  
Director, Employee Benefits Program

August 26, 2014

Gregory Floyd, President  
Local 237, IBT  
216 West 14<sup>th</sup> Street  
New York, NY 10011

## Re: 2010-2018 Memorandum of Agreement – Local 237 and the City of New York

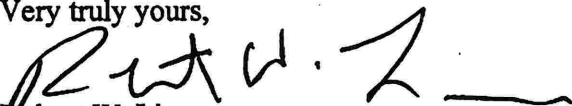
Dear Mr. Floyd:

This is to confirm certain mutual understandings and agreements regarding Section 6 of this 2010-2018 Memorandum of Agreement - School Safety Agents (School Guards) and Special Officers.

Section 6 of this 2010-2018 Memorandum of Agreement relates to the pay rates and conditions of employment that will be provided in the future to School Safety Agents (School Guards). These provisions have been agreed to by the City solely to address claims raised in *Andrews, et al. v. City of New York*, Civil Action No. 10 Civ. 2426 (pending in the United States District Court for the Southern District of New York). These provisions, together with other payments and terms that will be set forth in a proposed settlement agreement to be submitted to the court for approval, will resolve all issues in the *Andrews* litigation.

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

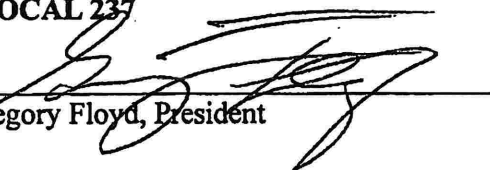
Very truly yours,



Robert W. Linn

AGREED AND ACCEPTED ON BEHALF  
OF LOCAL 237

BY:



Gregory Floyd, President



# OFFICE OF LABOR RELATIONS

40 Rector Street, New York, N.Y. 10006-1705  
nyc.gov/olr

ROBERT W. LINN  
*Commissioner*

RENEE CAMPION  
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*General Counsel*

CHRIS BERNER  
*Chief of Staff*

GEORGETTE GESTELY  
*Director, Employee Benefits Program*

August 26, 2014

Gregory Floyd, President  
Local 237, IBT  
216 West 14<sup>th</sup> Street  
New York, NY 10011

**Re: 2009-2018 School Food Services Manager and Associate School Food Services  
Manager Unit Agreements**

Dear Mr. Floyd:

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

The parties agree to discuss an extension of the 2009-2018 School Food Services  
Manager and Associate School Food Services Manager Unit Agreements for the purpose  
of providing additional welfare fund contributions to employees in the Department of  
Education titles of School Food Service Manager and Associate School Food Service  
Manager.

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

Very truly yours,

Robert W. Linn

**AGREED AND ACCEPTED ON BEHALF  
OF LOCAL 237**

BY:

Gregory Floyd, President