

STIPULATION OF SETTLEMENT  
BETWEEN  
THE NEW YORK CITY SCHOOL CONSTRUCTION AUTHORITY  
AND  
DISTRICT COUNCIL 37, AFSCME, AFL-CIO  
AND ITS LOCALS 154, 375, 1251, 1407, AND 2627  
FOR EMPLOYEES IN UNIT B

Stipulation of Settlement  
between  
The New York City School Construction Authority  
and  
District Council 37, AFSCME, AFL-CIO  
And Its Locals 154, 375, 1251, 1407, and 2627  
For Employees in Unit B

**A. The New York City School Construction Authority (SCA) and District Council 37, AFSCME, AFL-CIO (DC 37) Unit B, have reached agreement in principle on the following, subject to final contract language:**

**Duration of the Agreement** – March 3, 2010 – July 2, 2017

**Ratification payment** – Upon ratification of agreement, \$1,000 lump sum payment

- Pro-rated for other than full-time employees
- Available to those employees who are on payroll as of the date of ratification
- The lump sum cash payment 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.

**Salary Increase** – Final contract language will be written to reflect the following general wage increases to base salaries:

- Effective September 3, 2011, a one (1.00%) percent increase
- Effective September 3, 2012, a one (1.00%) percent increase
- Effective September 3, 2013, a one (1.00%) percent increase
- Effective September 3, 2014, a one-and-a-half (1.50%) percent increase
- Effective September 3, 2015, a two-and-a-half (2.50%) percent increase
- Effective September 3, 2016, a three (3.00%) percent increase.

The payment of the above general wage increases will be subject to the following provisions:

- The appointment rate for any employee hired on or after July 1, 2005 shall be fifteen (15%) percent less than the incumbent minimum that is in effect on the date of hire. Upon completion of two (2) years of active service, an employee hired at this reduced appointment rate shall be paid the indicated incumbent minimum for the applicable title then in effect
- The general wage increases shall be applied to the minimum salary

- The general wage increases shall be applied to the existing five- and ten-year longevities.

**Additional Compensation Funds** – Side letter to be executed to reflect the following additional compensation funds:

- Effective March 3, 2017, 0.52% will be available to purchase recurring benefits, to which the parties mutually agree and consistent with agreements between the City of New York and DC 37. The funds available shall be based on the December 31, 2011 payroll, including spinoffs and pensions
- The aforementioned final general wage increase (effective September 3, 2016) shall not be paid unless and until these additional compensation fund negotiations are completed by the SCA and DC 37
- Potential items to cost and consider for purchase:
  - purchase of a floating holiday for employees hired on or after July 1, 2004
  - increase to existing longevity payments or an additional date-driven longevity
  - creation of an annuity
  - creation of levels for specific SCA existing titles.

**Welfare Fund** – Final contract language will reflect that expired language (Article VIII, Section 4 in the SCA/DC 37 Unit B 2008-2010 collective bargaining agreement) is deleted. Final contract language will be written to reflect the following:

- Effective July 1, 2014, there shall be an increase to the Employer's contribution to the Union-administered welfare funds by \$25 per annum
- Effective July 1, 2015, there shall be an increase to the Employer's contribution to the Union-administered welfare funds by \$25 per annum, for a total of \$50 per annum
- Effective July 1, 2016, there shall be an increase to the Employer's contribution to the Union-administered welfare funds by \$25 per annum, for a total of \$75 per annum
- Effective July 1, 2017, there shall be an increase to the Employer's contribution to the Union-administered welfare funds by \$25 per annum, for a total of \$100 per annum and for every year thereafter

All relevant terms and conditions indicated in the May 5, 2014, and August 14, 2014 letters of agreement between the New York City Office of Labor Relations and the Municipal Labor Committee regarding health savings and welfare fund contributions

shall be deemed part of the 2010-2017 DC 37 Unit B/SCA collective bargaining agreement.

**Sick Leave** – Final contract language will be written to reflect that, for the purposes of using sick leave to care for an ill family member in accordance with the collective bargaining agreement, “family members” will include spouse; natural, foster, or step parent; child, brother, or sister; father-in-law; mother-in-law; any relative residing in the household; and domestic partner, provided such domestic partner is registered pursuant to the terms set forth in the NYC Administrative Code Section 3-240 et seq.

**Layoffs** – Final contract language will reflect that expired language (Article XVIII, Section 3 in the SCA/DC 37 Unit B 2008-2010 collective bargaining agreement) is deleted.

**Sick Leave Donation Program** – Side letter to be executed to reflect the following: labor management meetings will be scheduled in order to discuss a dedicated sick leave program that would involve the creation of a centralized bank from which employees may benefit.

**Gainsharing** – Side letter to be executed to reflect that, consistent with the agreement between the City of New York and DC 37, the SCA will adopt the City’s language on gainsharing, if established.

**Car Mileage Allowance** – Final contract language will be written to reflect that the SCA follows the City Comptroller’s authorized reimbursement rate for car mileage allowance.

**B. The parties agreed to continue unchanged the following articles and side letters in the current DC 37 Unit B contract:**

Articles

Hours of Work and Workweek

Holidays

Annual Leave

Bereavement Leave

Equal Employment

Health Insurance

Overtime

Meal Allowance

Union Rights

Check-Off and Agency Shop

Management Rights

Beepers  
VDTs  
Posting of Vacancies  
Labor Management Committee  
Grievance-Arbitration Procedure  
Rights to Union Representation During Investigatory Interviews  
Effect of Legislation-Separability  
Education & Training Fund  
Absence Without Notice  
No Strike Pledge

Side Letters

Performance Rating Appeals  
Grievance and Arbitration Reopener  
Drug Free Workplace  
Pre-Tax Benefit Programs  
Job Descriptions  
Group Life Insurance  
Labor Management Meetings  
Arbitration Panel  
Disciplinary Procedures  
Pension Issues  
Hard-to-Recruit Titles  
Civil Service Transitional Issues

**C. The Stipulation of Settlement is subject to union ratification.**

WHEREFORE, the Union and the Authority on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, have signed this Stipulation of Settlement.

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LILLIAN ROBERTS  
Executive Director  
District Council 37  
AFSCME, AFL-CIO  
On Behalf of Locals  
154, 375, 1251, 1407, and 2627

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LORRAINE GRILLO  
President & CEO  
New York City  
School Construction Authority

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ROSS J. HOLDEN  
Executive Vice President &  
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New York City  
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