Office of Labor Relations

22 Cortlandt Street, New York, NY 10007
nyc.gov/olr

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES

FROM: RENEE CAMPION, COMMISSIONER

SUBJECT: EXECUTED CONTRACT: CHAPLAINS

TERM: MARCH 3, 2010 to SEPTEMBER 25, 2017

Attached for your information and guidance is a copy of the executed contract entered into by the Commissioner of Labor Relations and the Health and Hospitals Corporation (d/b/a) NYC Health + Hospitals ("NYC H+H") on behalf of the City of New York and District Council 37 on behalf of the incumbents of positions listed in Article I of said contract.

The contract incorporates terms of an agreement reached through collective bargaining negotiations and related procedures.

DATED: September 11, 2024

OFFICE OF LABOR RELATIONS
REGISTRATION
OFFICIAL CONTRACT
NO: 25001 DATE: 9/11/24

2010 - 2017 Chaplains Agreement

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2010 -2017 Chaplains Agreement

AGREEMENT entered into this day of **September**, 2024 by and between the **City of New York** and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf and the **New York City Health and Hospitals Corporation** (d/b/a) NYC Health + Hospitals ("NYC H+H") (hereinafter referred to jointly as the "Employer"), and **District Council 37, A.F.S.C.M.E., AFL-CIO** (hereinafter referred to as the "Union"), for the ninety (90) month and twenty three (23) day period from March 3, 2010 to September 25, 2017.

WITNESSETH:

WHEREAS, the parties hereto have entered into collective bargaining and desire to reduce the results thereof to writing,

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the bargaining unit set forth below, consisting of employees of the Employer, wherever employed, whether full-time, part-time per annum, hourly or per diem, in the below listed title(s), and in any successor title(s) that may be certified by the Board of Certification of the Office of Collective Bargaining to be part of the unit herein for which the Union is the exclusive collective bargaining representative and in any positions in Restored Rule X titles of the Classified Service the duties of which are or shall be equated by the City Personnel Director and the Director of the Budget for salary purposes to any of the below listed title(s):

TC# or TTC#	TITLE
54610	Chaplain
54611	Resident Chaplain (Correctional Institutions)
54612	Chaplain (JDC)

Section 2.

The term's "Employee" and "Employees" as used in this Agreement shall mean only those persons in the unit described in Section 1 of this Article.

ARTICLE II - DUES CHECKOFF

Section 1.

a. The Union shall have the exclusive right to the checkoff and transmittal of dues on behalf of each Employee in accordance with the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "Regulations Relating to the Checkoff of Union Dues" and in accordance with the Mayor's Executive Order No. 107, dated December 29, 1986, entitled "Procedures for Orderly Payroll Check-Off of Union Dues and Agency Shop Fees."

b. Any Employee may consent in writing to the authorization of the deduction of dues from the Employee's wages and to the designation of the Union as the recipient thereof. Such consent, if given, shall be in a proper form acceptable to the City, which bears the signature of the Employee.

Section 2.

The parties agree to an agency shop to the extent permitted by applicable law, as described in a supplemental agreement hereby incorporated by reference into this Agreement.

ARTICLE III - SALARIES

Section 1.

a. This Article III is subject to the provisions, terms and conditions of the Alternative Career and Salary Pay Plan Regulations, dated March 15, 1967 as amended, except that the specific terms and conditions of this Article shall supersede any provisions of such Regulations inconsistent with this Agreement subject to the limitations of applicable provisions of law.

b. Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, advancement or level increases, general increases, education differentials and any other salary adjustments, are based upon a normal work week of 40 hours (37.5 hours in NYC H+H). In accordance with Article IX, Section 24 of the 1995–2001 Citywide Agreement, an Employee who works on a full-time, per-diem basis shall receive their base salary (including salary increment schedules) and/or additions-to-gross payment in the same manner as a full-time, per-annum employee. An Employee who works on a part-time per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such employee and the number of hours in the said normal work week, unless otherwise specified.

c. Employees who work on a part-time per diem or hourly basis and who are eligible for any salary adjustment provided in this agreement shall receive the appropriate pro-rata portion of such salary adjustment computed as follows, unless otherwise specified:

Per diem rate -	1/261 of the appropriate minimum basic salary.
Hourly Rate -	40-hour week basis - 1/2088 of the appropriate minimum basic salary.
37.5-hour week basis -	1/1957.5 of the appropriate minimum basic salary.
35-hour week basis -	1/1827 of the appropriate minimum basic salary.

d. The maximum salary for a title shall not constitute a bar to the payment of any salary adjustment or pay differentials provided for in this Agreement but the said increase above the maximum shall not be deemed a promotion.

Section 2. Salaries.

Employees in the following title(s) shall be subject to the following specified salary(ies), salary adjustment(s), and/or salary range(s):

a. **Effective March 3, 2009**

Title	i. Minimum* (1) Hiring Rate	(2) Incumbent Rate	ii. Maximum
Chaplain (DJJ)	$43,018	$49,471	$61,159
Chaplain	$43,018	$49,471	$61,159
Resident Chaplain (DOC)	$43,018	$49,471	$61,159

b. **Effective September 3, 2011**

Title	i. Minimum* (1) Hiring Rate	(2) Incumbent Rate	ii. Maximum
Chaplain (DJJ)	$43,449	$49,966	$61,771
Chaplain	$43,449	$49,966	$61,771
Resident Chaplain (DOC)	$43,449	$49,966	$61,771

c. **Effective September 3, 2012**

Title	i. Minimum* (1) Hiring Rate	(2) Incumbent Rate	ii. Maximum
Chaplain (DJJ)	$43,883	$50,466	$62,389
Chaplain	$43,883	$50,466	$62,389
Resident Chaplain (DOC)	$43,883	$50,466	$62,389

d. **Effective September 3, 2013**

Title	i. Minimum* (1) Hiring Rate	(2) Incumbent Rate	ii. Maximum
Chaplain (DJJ)	$44,323	$50,971	$63,013
Chaplain	$44,323	$50,971	$63,013
Resident Chaplain (DOC)	$44,323	$50,971	$63,013

e. **Effective September 3, 2014**

Title	i. Minimum* (1) Hiring Rate	(2) Incumbent Rate	ii. Maximum
Chaplain (DJJ)	$44,988	$51,736	$63,958
Chaplain	$44,988	$51,736	$63,958
Resident Chaplain (DOC)	$44,988	$51,736	$63,958

f. **Effective September 3, 2015**

Title	i. Minimum* (1) Hiring Rate	(2) Incumbent Rate	ii. Maximum
Chaplain (DJJ)	$46,112	$53,029	$65,557
Chaplain	$46,112	$53,029	$65,557
Resident Chaplain (DOC)	$46,112	$53,029	$65,557

g. **Effective September 3, 2016**

Title	i. Minimum* (1) Hiring Rate	(2) Incumbent Rate	ii. Maximum
Chaplain (DJJ)	$47,496	$54,620	$67,524
Chaplain	$47,496	$54,620	$67,524
Resident Chaplain (DOC)	$47,496	$54,620	$67,524

NOTE:
* See Article III, Section 4, "New Hires"

Section 3. - Wage Increases

a. **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.

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 3(a) of this agreement. Such case-by-case interpretations shall not be subject to any dispute resolution procedures as per past practice of the parties.

b. **General Wage Increase**

i. The general wage increases, effective as indicated, shall be:

1. Effective September 3, 2011, Employees shall receive a general increase of 1.00%.
2. Effective September 3, 2012, Employees shall receive an additional general increase of 1.00%.

3. Effective September 3, 2013, Employees shall receive an additional general increase of 1.00%.
4. Effective September 3, 2014, Employees shall receive an additional general increase of 1.50%.
5. Effective September 3, 2015, Employees shall receive an additional general increase of 2.50%.
6. Effective September 3, 2016, Employees shall receive an additional general increase of 3.00%.
7. Part-time per annum, part-time per diem Employees (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 3(b)(1)-(6) on the basis of computations heretofore utilized by the parties for all such Employees.

ii. The increases provided for in Section 3(b) above shall be calculated as follows:

1. The general increase in Section 3(b)(i)(1) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on September 2, 2011;
2. The general increase in Section 3(b)(i)(2) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on September 2, 2012;
3. The general increase in Section 3(b)(i)(3) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on September 2, 2013;
4. The general increase in Section 3(b)(i)(4) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on September 2, 2014;
5. The general increase in Section 3(b)(i)(5) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on September 2, 2015;
6. The general increase in Section 3(b)(i)(6) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on September 2, 2016;

iii.

1. The general increases provided for in this Section 3(b)(i)(1)-(6) shall be applied to the base rates, incremental salary levels, and the minimum "hiring rate" and "incumbent rate" and maximum rates (including levels), for the applicable titles.
2. Effective September 3, 2016, the general increase provided for in this Section 3(b)(i)(6) shall be applied 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, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials.
3. Section 3(c)(ii) does not apply to Recurring Increment Payments (RIPs) that automatically increase with wage increases.

Section - 4. New Hires

a. The appointment rate for an employee newly hired on or after March 3, 2010 and appointed at a reduced hiring rate shall be the applicable minimum "hiring rate" set forth in subsection 2(a)(i)(1) through 2(g)(i)(1). On the two year anniversary of the employee's original date of appointment, such employee shall be paid the indicated minimum "incumbent rate" for the applicable title that is in effect on such two year anniversary as set forth in subsections 2(a)(i)(2) through 2(g)(i)(2) of this Article III.

b. i. For a title subject to an incremental pay plan, the employee shall be paid the appropriate increment

based upon the employee's length of service. Section 2 of this Article III reflects the correct amounts and has been adjusted in accordance with the provisions of Section 3(b)(iii)(1) of this Article III.

ii. Employees who change titles or levels before attaining two years of service will be treated in the new title or level as if they had been originally appointed to said title or level on their original hiring date.

c. For the purposes of Sections 4(a) and 4(b), employees 1) who were in active pay status before March 3, 2010, and 2) 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 indicated minimum "incumbent rate" set forth in subsections 2(a)(i)(2) through 2(g)(i)(2) of this Article III:

i. Employees who return to active status from an approved leave of absence.

ii. Employees in active 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.

iii. 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.

iv. 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.

v. Permanent employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.

vi. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.

vii. A provisional employee who is appointed directly from one provisional appointment to another.

viii. For employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor Relations is empowered to issue, on a case-by-case basis, interpretations concerning application of this Section 4. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in Article VI of this Agreement.

d. The First Deputy Commissioner of Labor Relations may, after notification to the affected union(s), exempt certain hard to recruit titles from the provisions of subsection 4.

Section 5.

Each general increase provided herein, effective as of each indicated date, shall be applied to the rate in effect on the date as specified in Section 3 of this Article. In the case of a promotion or other advancement to the indicated title on the effective date of the general increase specified in Section 3 of this Article, such general increase shall not be applied, but the general increase, if any, for the title formerly occupied effective on the date indicated, shall be applied.

Section 6

In the case of an employee on leave of absence without pay the salary rate of such employee shall be changed to reflect the salary adjustments specified in Article III.

Section 7.

Uniform allowances in the pro-rated annual amount set forth below shall be provided to those employees in the positions described below who are required to wear a uniform by the agency which employs them:

Eligible Position	Effective 3/3/10	Effective 9/3/16
Chaplains (Police Dept.)	$595	$613
Chaplains (Fire Dept.)	$1,140	$1,174

Section 8. Longevity Increment:

a. Employees with 15 years or more of "City" service in pay status shall receive a longevity increment of $800 per annum.

b. The rules for eligibility for the longevity increment described above in subsection a, shall be set forth in Appendix A of this Agreement and are incorporated by reference herein.

Section 9. - Recurring Increment Payment

a. All full-time per annum and full time per diem employees covered by this agreement shall be eligible to receive RIP as set forth below:

Years of Service	3/3/10 RIP	9/3/11 Increment	Total RIP	9/3/12 Increment	Total RIP	9/3/13 Increment	Total RIP
5	$1,361	$1,375	$1,375	$1,389	$1,389	$1,403	$1,403
8	$1,566	$207	$1,582	$209	$1,598	$211	$1,614
10	$2,181	$621	$2,203	$627	$2,225	$633	$2,247
12	$2,386	$207	$2,410	$209	$2,434	$211	$2,458
16	$2,557	$173	$2,583	$175	$2,609	$177	$2,635
18	$3,591	$1,044	$3,627	$1,054	$3,663	$1,065	$3,700

Years of Service	9/3/14 Increment	Total RIP	9/3/15 Increment	Total RIP	9/3/16 Increment	Total RIP	3/3/17 Increment	Total RIP
5	$1,424	$1,424	$1,460	$1,460	$1,504	$1,504	$1,627	$1,627
8	$214	$1,638	$219	$1,679	$226	$1,730	$348	$1,975
10	$642	$2,280	$658	$2,337	$678	$2,408	$800	$2,775
12	$214	$2,494	$219	$2,556	$226	$2,634	$348	$3,123
16	$180	$2,674	$185	$2,741	$191	$2,825	$313	$3,436
18	$1,081	$3,755	$1,108	$3,849	$1,141	$3,966	$1,263	$4,699

b. The RIPs shall be based upon years of City service and be paid in addition to the longevity increment set forth in section 8a. RIPs shall be payable on the January 1, April 1, July 1 or October 1 subsequent to the qualifying employees anniversary date subject to the rules for eligibility set forth in Appendix B of this agreement.

Section 10. Overtime

Article IV (the Overtime Provisions) of the 1995-2001 Citywide Agreement or any successor thereto shall apply

to all Chaplains and Resident Chaplains (Correctional Institutions) except as provided below:

Chaplains employed in the Police, Fire and Sanitation Departments are required to report for duty a minimum of 80 hours over a four (4) week cycle. All hours worked in excess of 80 but less than 161 hours in the four (4) week cycle shall be compensated as follows: Ordered involuntary overtime at the rate of straight time (1 x) in cash; and authorized voluntary overtime at the rate of straight time (1 x) in time off. All hours in excess of 160 hours over the (4) week cycle shall be compensated at the rates provided in Sections 2 and 3 of Article IV of the 1995-2001 Citywide Agreement. All overtime must be authorized in writing by a competent authority as designated by the agency head.

Section 11. Sick Leave

Article V (the Sick Leave Provisions) of the 1995-2001 Citywide Agreement or any successor thereto shall apply to all Chaplains and Resident Chaplains (Correctional Institutions) except that incumbent Chaplains hired before June 14, 1984 and employed in the Police or Fire Departments (Incumbents) shall continue to receive their current sick leave benefits. Said incumbents shall have the option of continuing to receive their current sick leave benefits or to be covered by the sick leave provisions of the 1995-2001 Citywide Agreement.

Section 12. Car Allowance

Article VIII (the Car Allowance Provisions) of the 1995-2001 Citywide Agreement or any successor thereto shall apply to all Chaplains and Resident Chaplains (Correctional Institutions) except that incumbent Chaplains hired before June 14, 1984 and employed in the Police or Fire Departments may at their option continue to receive the applicable Department's current arrangements for car allowances.

ARTICLE IV - WELFARE FUND

Section 1.

a. In accordance with the election by the Union pursuant to the provisions of Article XIII of the Citywide Agreement between the City of New York and related public employers and District Council 37, AFSCME, AFL-CIO, the Welfare Fund provisions of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to Employees covered by this Agreement.

b. When an election is made by the Union pursuant to the provisions of Article XIII, Section 1(b), of the Citywide Agreement, the provisions of Article XIII, Section 1(b) of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to Employees covered by this Agreement, and when such election is made, the Union hereby waives its right to training, education and/or legal services contributions provided in this Agreement, if any. In no case shall the single contribution provided in Article XIII, Section 1(b) of the 1995–2001 Citywide Agreement, as amended or any successor agreement(s) thereto, exceed the total amount that the Union would have been entitled to receive if the separate contributions had continued.

Section 2.

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.

Section 3.

In accordance with the Health Benefits Agreement dated January 11, 2001, each welfare fund shall provide welfare fund benefits equal to the benefits provided on behalf of an active employee to widow(er)s, 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 4.

This Agreement incorporates the terms of the May 5, 2014 Letter Agreement regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Council, as appended to this agreement.

Section 5.

This Agreement incorporates the terms of the January 12, 2017 Letter Agreement regarding welfare fund contributions, as appended to this agreement.

ARTICLE V - PRODUCTIVITY AND PERFORMANCE

Introduction

Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the Employer and the Union. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. To achieve and maintain a high level of effectiveness, the parties hereby agree to the following terms:

Section 1. - Performance Levels

a. The Union recognizes the Employer's right under the New York City Collective Bargaining Law to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, to prepare work schedules and to measure the performance of each Employee or group of Employees. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on employees are within the scope of collective bargaining. The Employer will give the Union prior notice of the establishment and/or revision of performance standards or norms hereunder.

b. Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable law.

Section 2. - Supervisory Responsibility

a. The Union recognizes the Employer's right under the New York City Collective Bargaining Law to establish and/or revise standards for supervisory responsibility in achieving and maintaining performance levels of supervised employees for employees in supervisory positions listed in Article 1, Section 1, of this Agreement. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on employees are within the scope of collective bargaining. The Employer will give the Union prior notice of the establishment and/or revision of standards for supervisory responsibility hereunder.

b. Employees who fail to meet such standards may be subject to disciplinary measures in accordance with applicable law.

Section 3. - Performance Compensation

The Union acknowledges the Employer's right to pay additional compensation for outstanding performance.

The Employer agrees to notify the Union of its intent to pay such additional compensation.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1. - Definition:

The term "**Grievance**" shall mean:

a. A dispute concerning the application or interpretation of the terms of this Agreement;

b. A claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving the Personnel Rules and Regulations of the City Of New York or the Rules and Regulations of NYC H+_H with respect to those matters set forth in the first paragraph of Section 7390.1 of the Unconsolidated Laws shall not be subject to the grievance procedure or arbitration;

c. A claimed assignment of Employees to duties substantially different from those stated in their job specifications;

d. A claimed wrongful disciplinary action taken against a non-competitive employee as defined in Section 4 of this article.

Section 2.

The Grievance Procedure, except for grievances as defined in Sections 1(d) of this Article, shall be as follows:

Employees may at any time informally discuss with their supervisors a matter which may become a grievance. If the results of such a discussion are unsatisfactory, the Employees may present the grievance at **STEP I**.

All grievances must be presented in writing at all steps in the grievance procedure. For all grievances as defined in Section I(c), no monetary award shall in any event cover any period prior to the date of the filing of the **STEP I** grievance unless such grievance has been filed within thirty (30) days of the assignment to alleged out-of-title work. No monetary award for a grievance alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be issued unless such grievance has been filed within the time limitation set forth in **STEP I** below for such grievances; if the grievance is so filed, any monetary award shall in any event cover only the period up to six years prior to the date of the filing of the grievance.

STEP I The Employee and/or the Union shall present the grievance in the form of a memorandum to the person designated for such purpose by the agency head no later than 120 days after the date on which the grievance arose except that grievances alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be presented no later than 120 days after the first date on

which the grievant discovered the payroll error. The Employee may also request an appointment to discuss the grievance and such request shall be granted. The person designated by the Employer to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall issue a determination in writing by the end of the third work day following the date of submission.

The following STEP 1(a) shall be applicable only in the Health and Hospitals Corporation in the case of grievances arising under section 1(a) through 1(c) of this Article and shall be applied prior to Step of this Section:

STEP I(a) An appeal from an unsatisfactory determination at STEP I shall be presented in writing to the person designated by the agency head for such purpose. An appeal must be made within five (5) work days of the receipt of the STEP I determination. A copy of the grievance appeal shall be sent to the person who initially passed upon the grievance. The person designated to receive the appeal at this STEP I shall meet with the Employee and/or the Union for review of the grievance and shall issue a determination to the Employee and/or the Union by the end of the fifth work day following the day on which the appeal was filed.

STEP II An appeal from an unsatisfactory determination at **STEP I** or **STEP I(a),** where applicable, shall be presented in writing to the agency head or the agency head's designated representative who shall not be the same person designated in **STEP I**. An appeal must be made within five (5) work days of the receipt of the **STEP I** or **STEP I(a)** determination. The agency head or designated representative, if any, shall meet with the Employee and/or the Union for review of the grievance and shall issue a determination in writing by the end of the tenth work day following the date on which the appeal was filed.

STEP III An appeal from an unsatisfactory determination at **STEP II** shall be presented by the Employee and/or the Union to the Commissioner of Labor Relations in writing within ten (10) work days of the receipt of the **STEP II** determination. The grievant or the Union should submit copies of the **STEP I** and **STEP II** grievance filings and any agency responses thereto. Copies of such appeal shall be sent to the agency head. The Commissioner of Labor Relations or the Commissioner's designee shall review all appeals from **STEP II** determinations and shall issue a determination on such appeals within fifteen (15) work days following the date on which the appeal was filed.

STEP IV An appeal from an unsatisfactory determination at **STEP III** may be brought solely by the Union to the Office of Collective Bargaining for impartial arbitration within fifteen (15) work days of receipt of the **STEP III** determination. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance". The Employer shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accordance with the Title 61 of the Rules of the City Of New York. The costs and fees of such arbitration shall be borne equally by the Union and the Employer.

The arbitrator's decision, order or award (if any) shall be limited to the application and interpretation of the Agreement, and the arbitrator shall not add to, subtract from or modify the Agreement. The arbitrator's award shall be final and binding and enforceable in any appropriate tribunal in accordance with Article 75 of the Civil Practice Law and Rules. The arbitrator may provide for and direct such relief as the arbitrator deems necessary and proper, subject to the limitations set forth above and any applicable limitations of law.

Section 3.

As a condition to the right of the Union to invoke impartial arbitration set forth in this Article, including the arbitration of a grievance involving a claimed improper holding of an open-competitive rather than a promotional examination, the Employee or Employees and the Union shall be required to file with the Director of the Office of Collective Bargaining a written waiver of the right, if any, of such Employee(s) and the Union to submit the

underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

Section 4. Disciplinary Procedure for Non-competitive Employees

Grievances relating to a claimed wrongful disciplinary action taken against a noncompetitive employee shall be subject to and governed by the following special procedure. The provisions contained in this Section shall not apply to any of the following categories of employees covered by this contract:

a. Per diem employees
b. Temporary employees
c. Probationary employees
d. Trainees, provisionals, and non-competitive employees with less than three (3) months service in the title
e. Competitive class employees
f. Employees covered by Section 75 (1) of the Civil Service Law

Step I(n) Following the service of written charges upon an Employee a conference shall be held with respect to such charges by a person who is designated by the agency head to review such charges. The Employee may be represented at such conference by a representative of the Union. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a decision in writing by the end of the fifth day following the date of the conference.

Step II(n) If the Employee is dissatisfied with the decision in Step 1(n) above, he/she may appeal such decision. The appeal must be within five (5) working days of the receipt of such decision. Such appeal shall be treated as a grievance appeal beginning with **Step II** of the Grievance Procedure set forth herein.

Section 5.

A grievance concerning a large number of Employees and which concerns a claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this Agreement may be filed directly at **STEP III** of the grievance procedure except that a grievance concerning Employees of NYC H+H may be filed directly at **STEP II** of the grievance procedure. Such "group" grievance must be filed no later than 120 days after the date on which the grievance arose, and all other procedural limits, including time limits, set forth in this Article shall apply. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance.

Section 6.

If a determination satisfactory to the Union at any level of the Grievance Procedure is not implemented within a reasonable time, the Union may re-institute the original grievance at **STEP III** of the Grievance Procedure; or if a satisfactory **STEP III** determination has not been so implemented, the Union may institute a grievance concerning such failure to implement at **STEP IV** of the Grievance Procedure.

Section 7.

If the Employer exceeds any time limit prescribed at any step in the Grievance Procedure, the grievant and/or the Union may invoke the next step of the procedure, except that only the Union may invoke impartial arbitration under

STEP IV.

Section 8.

The Employer shall notify the Union in writing of all grievances filed by Employees, all grievance hearings, and all determinations. The Union shall have the right to have a representative present at any grievance hearing and shall be given forty-eight (48) hours' notice of all grievance hearings.

Section 9.

Each of the steps in the Grievance Procedure, as well as time limits prescribed at each step of this Grievance Procedure, may be waived by mutual agreement of the parties.

Section 10.

A non-Mayoral agency not covered by this Agreement but which employs Employees in titles identical to those covered by this Agreement may elect to permit the Union to appeal an unsatisfactory determination received at the last step of its Grievance Procedure prior to arbitration on fiscal matters only to the Commissioner of Labor Relations. If such election is made, the Union shall present its appeal to the Commissioner of Labor Relations in writing within ten (10) work days of the receipt of the last step determination. The Union should submit copies of the grievance filings at the prior steps of its Grievance Procedure and any agency responses thereto. Copies of such appeals shall be sent to the agency head. The Commissioner of Labor Relations, or the Commissioner's designee, shall review all such appeals and answer all such appeals within fifteen (15) work days. An appeal from a determination of the Commissioner of Labor Relations may be taken to arbitration under procedures, if any, applicable to the non-Mayoral agency involved.

Section 11.

The grievance and the arbitration procedure contained in this Agreement shall be the exclusive remedy for the resolution of disputes defined as "grievances" herein. This shall not be interpreted to preclude either party from enforcing the arbitrator's award in court. This Section shall not be construed in any manner to limit the statutory rights and obligations of the Employer under Article XIV of the Civil Service Law.

Section 12. Expedited Arbitration Procedure.

a. The parties agree that there is a need for an expedited arbitration process which would allow for the prompt adjudication of grievances as set forth below.

b. The parties voluntarily agree to submit matters to final and binding arbitration pursuant to the New York City Collective Bargaining Law and under the jurisdiction of the Office of Collective Bargaining. An arbitrator or panel of arbitrators, as agreed to by the parties, will act as the arbitrator of any issue submitted under the expedited procedure herein.

c. The selection of those matters which will be submitted shall include, but not limited to, out-of-title cases concerning all titles, disciplinary cases wherein the proposed penalty is a monetary fine of one week or less or written reprimand, and other cases pursuant to mutual agreement by the parties. The following procedures shall apply:

i. **SELECTION AND SCHEDULING OF CASES:**

(1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 14 and notify the parties of proposed hearing dates for such cases.

(2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) to raise any objections thereto.

(3) If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any time prior to the scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of Disputes of the Office of Collective Bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.

(4) No case shall be submitted to the expedited arbitration process without the mutual agreement of the parties.

ii. Conduct of Hearings:

(1) The presentation of the case, to the extent possible, shall be made in the narrative form. To the degree that witnesses are necessary, examination will be limited to questions of material fact and cross examination will be similarly limited. Submission of relevant documents, etc., will not be unreasonably limited and may be submitted as a "packet" exhibit.

(2) In the event either party is unable to proceed with hearing a particular case, the case shall be rescheduled. However, only one adjournment shall be permitted. In the event that either party is unable to proceed on a second occasion, a default judgment may be entered against the adjourning party at the Arbitrator's discretion absent good cause shown.

(3) The Arbitrator shall not be precluded from attempting to assist the parties in settling a particular case.

(4) A decision will be issued by the Arbitrator within two weeks. It will not be necessary in the Award to recount any of the facts presented. However, a brief explanation of the Arbitrator's rationale may be included. Bench decisions may also be issued by the Arbitrator.

(5) Decisions in this expedited procedure shall not be considered as precedent for any other case nor entered into evidence in any other forum or dispute except to enforce the Arbitrator's award.

(6) The parties shall, whenever possible, exchange any documents intended to be offered in evidence at least one week in advance of the first hearing date and shall endeavor to stipulate to the issue in advance of the hearing date.

ARTICLE VII - BULLETIN BOARDS: EMPLOYER FACILITIES

The Union may post notices on bulletin boards in places and locations where notices usually are posted by the Employer for the Employees to read. All notices shall be on Union stationery, and shall be used only to notify employees of matters pertaining to Union affairs. Upon request to the responsible official in charge of a work location, the Union may use Employer premises for meetings during Employees' lunch hours, subject to availability

of appropriate space and provided such meetings do not interfere with the Employer's business.

ARTICLE VIII - NO STRIKES

In accordance with the New York City Collective Bargaining Law, as amended, neither the Union nor any employee shall induce or engage in any strikes, slowdowns, work stoppages, mass absenteeism, or induce any mass resignations during the term of this Agreement.

ARTICLE IX - CITYWIDE ISSUES

This Agreement is subject to the provisions, terms and conditions of the Agreement which has been or may be negotiated between the City and the Union recognized as the exclusive collective bargaining representative on Citywide matters which must be uniform for specified employees, including the employees covered by this Agreement.

Chaplains and Resident Chaplains (Correctional Institutions) shall receive the benefits of the Citywide Agreement except for the following provisions:

1. (a) Article III: Section 2 Premium pay for holidays worked;
   (b) Article IV: Section 11 Standby time;
   (c) Article IV: Section 9 Recall time.

2. Employees in the title of Chaplain, Chaplain (JDC) and Resident Chaplain (Correctional Institutions) who are required to work on any of the holidays listed in Article V, Section 9 of the 1995-2001 Citywide Contract shall receive a fifty percent (50%) cash premium for all hours worked on the holiday.

ARTICLE X - UNION ACTIVITY

Time spent by employee representatives in the conduct of labor relations with the City and on Union activities shall be governed by the terms of Executive Order No. 75, as amended, dated March 22, 1973, entitled "Time Spent on the Conduct of Labor Relations between the City and Its employees and on Union Activity" or any other applicable Executive Order.

ARTICLE XI - LABOR-MANAGEMENT COMMITTEE

Section 1.

The Employer and the Union, having recognized that cooperation between management and Employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a labor-management committee in each of the agencies having at least fifty employees covered by this Agreement.

Section 2.

Each labor-management committee shall consider and recommend to the agency head changes in the working conditions of the Employees within the agency who are covered by this Agreement. Matters subject to the Grievance Procedure shall not be appropriate items for consideration by the labor-management committee.

Section 3.

Each labor-management committee shall consist of six members who shall serve for the term of this Agreement. The Union shall designate three members and the agency head shall designate three members. Vacancies shall be filled by the appointing party for the balance of the term to be served. Each member may designate one alternate. Each committee shall select a chairperson from among its members at each meeting. The chairperson ship of each committee shall alternate between the members designated by the agency head and the members designated by the Union. A quorum shall consist of a majority of the total membership of a committee. A committee shall make its recommendations to the agency head in writing.

Section 4.

The labor-management committee shall meet at the call of either the Union members or the Employer members at times mutually agreeable to both parties. At least one week in advance of a meeting the party calling the meeting shall provide, to the other party, a written agenda of matters to be discussed. Minutes shall be kept and copies supplied to all members of the committee.

ARTICLE XII - FINANCIAL EMERGENCY ACT

The provisions of this Agreement are subject to applicable provisions of law, including the New York State Financial Emergency Act for the City of New York as amended.

ARTICLE XIII - APPENDICES

The Appendix or Appendices, if any, attached hereto and initialed by the undersigned shall be deemed a part of this Agreement as if fully set forth herein.

ARTICLE XIV - SAVINGS CLAUSE

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

ARTICLE XV - CONTRACTING-OUT CLAUSE

The problem of "Contracting Out" or "Farming Out" of work normally performed by personnel covered by this Agreement shall be referred to the Labor-Management Committee as provided for in Article XI of this Agreement.

ARTICLE XVI - ECCLESIASTICAL QUALIFICATIONS

The Union recognizes the authority of the Employer over all appointments. The Employer will establish a Chaplaincy Committee, consisting of representatives of the major denominations of the Employees namely, the New York Board of Rabbis, the Council of Churches of the City of New York, the Roman Catholic Archdiocese of New York, the Roman Catholic Diocese of Brooklyn and Queens in titles covered by this Agreement. The appropriate members of the Chaplaincy Committee shall provide technical assistance to the Employer in evaluating the Employee's ecclesiastical qualifications for initial hiring and continued employment. Determination as to whether specific individuals can continue to represent a religious denomination as a Chaplain or Resident Chaplain (Correctional Institutions) shall be made exclusively by the ecclesiastical body having jurisdiction over the religious denomination of the chaplain involved and such decisions shall be final and binding. The Chaplaincy Committee referred to in Article XVI are the members of the Interreligious Chaplaincy Commission of Religious Leaders of the City of New York.

The Council of Churches of the City of New York
Director of Pastoral Care
475 Riverside Drive Suite 456
New York, N.Y. 10115
(212) 749-1214

New York Board of Rabbis
Director of Chaplaincy Services
10 East 73rd Street
New York, N.Y. 10021-4194
(212) 879-8415

The Roman Catholic Archdiocese of N.Y.
Director of Hospital Apostolate Catholic Center
1011 First Avenue (20th Fl.)
New York, N.Y. 10022
(212) 371-1000

The Roman Catholic Diocese of Brooklyn and Queens
Director of Pastoral Care of Sick/Prison Ministries
191 Joralemon Street
Brooklyn, N.Y. 11201
(718) 596-5500

ARTICLE XVII - CIVIL SERVICE AND CAREER DEVELOPMENT

A joint committee composed of representatives of the Offices of Management and Budget, Labor Relations, the Department of Citywide Administrative Services/Division of Citywide Personnel Services, NYC H+H, and the Union shall meet to study problems related to career development and retention of personnel, and where deemed necessary make recommendations to the appropriate Employer officials.

WHEREFORE, we have hereunto set our hands and seals this 11 day of September 2024,

FOR THE CITY OF NEW YORK AND RELATED PUBLIC EMPLOYERS AS DEFINED HEREIN:

BY: _____
RENEE CAMPION
Commissioner of Labor Relations

FOR DISTRICT COUNCIL 37 AFSCME, AFL-CIO

BY: _____
HENRY GARRIDO
Executive Director

FOR NYC HEALTH+HOSPITALS

BY: _____
ANDREA G. COHEN
Senior Vice-President and General Counsel

APPROVED AS TO FORM:

BY: _____
ERIC EICHENHOLTZ
Acting Corporation Counsel

CERTIFIED TO THE FINANCIAL CONTROL BOARD:

DATE: _____

UNIT: Chaplains

TERM: March 3, 2010 – September 25, 2017

OFFICE OF LABOR RELATIONS
REGISTRATION
OFFICIAL CONTRACT
NO: 25001
DATE: 9/11/24

Appendix A
Longevity Increment Eligibility Rules

The following rules shall govern the eligibility of Employees for the longevity increments provided for in Article III, Section 8 of the 2010 - 2017 Chaplains Agreement:

1. Only service in pay status shall be used to calculate the 15 years of service, except that for other than full time per annum Employees only a continuous year of service in pay status shall be used to calculate the 15 years of service. A continuous year of service shall be a full year of service without a break of more than 31 days. Where the regular and customary work year for a title is less than a twelve month year, such as a school year, such regular and customary year shall be credited as a continuous year of service counting towards the 15 years of service. If the normal work year for an employee is less than the regular and customary work year for the Employee's title, it shall be counted as a continuous year of service if the Employee has customarily worked that length work year and the applicable agency verifies that information.

2. Service in pay status prior to any breaks in service of more than one year shall not be used to calculate the 15 years of service. Where an employee has less than seven years of continuous service in pay status, breaks in service of less than one year shall be aggregated. Where breaks in service aggregate to more than one year they shall be treated as a break in service of more than one year and the service prior to such breaks and the aggregated breaks shall not be used to calculate the 15 years of service. No break used to disqualify service shall be used more than once.

3. The following time in which an Employee is not in pay status shall not constitute a break in service as specified in paragraph 2 above:

   a. Time on a leave approved by the proper authority which is consistent with the **Rules and Regulations of the New York City Personnel Director** or the appropriate personnel authority of a covered organization.
   b. Time prior to a reinstatement.
   c. Time on a preferred list pursuant to **Civil Service Law Sections 80 and 81** or any similar contractual provision.
   d. Time not in pay status of 31 days or less.

Notwithstanding the above, such time as specified in subsections a, b and c above shall not be used to calculate the 15 years of service.

4. 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 5 below.

5. 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 Article III, Section 3a of this Agreement.

Appendix B

The following rules shall govern the eligibility of Employees for the Recurring Increment Payment ("RIP") provided for in Article III, Section 9 of the 2010 - 2017 Chaplains Agreement.

1. Only service in pay status shall be used to calculate the qualifying years of service. A continuous year of service shall be a full year of service without a break of more than 31 days. Where the regular and customary work year for a title is less than a twelve-month year, such as a school year, such regular and customary year shall be credited as a continuous year of service counting towards the qualifying years of service. If the normal work year for an Employee is less than the regular and customary work year for the employee's title, it shall be counted as a continuous year of service if the employee has customarily worked that length work year and the applicable agency verifies that information.

2. Part-time Employees shall be ineligible to receive RIPs, but prior part-time service shall be credited to full-time Employees on a pro rata basis, provided all other terms and conditions set forth herein are met.

   a. An employee must have regularly worked at least one half the regular hours of full time Employees in the same title or if no full-time equivalent title exists then at least 17 1/2 hours for white collar positions or 20 hours for blue collar positions.

   b. Such part time service shall be prorated by dividing the number of hours worked per week by a part-time Employee by the number of hours worked per week by a full-time Employee in the same title. If no full-time equivalent title exists then the divisor shall be 35 hours for white collar positions or 40 hours for blue collar positions.

3. Service in pay status prior to a break in service of more than one year shall not be used to calculate the qualifying years of service.

4. The following time in which an Employee is not in pay status shall not constitute a break in service, but such time shall not be used to calculate the qualifying years of service:

   a. time on a leave approved by the proper authority which is consistent with the Personnel Rules and Regulations of the City of New York or the appropriate personnel authority of a covered organization,

   b. time prior to a reinstatement,

   c. time on a preferred or recall list, and

   d. time not in pay status of 31 days or less.

5. RIPs shall be considered a salary adjustment for the purposes of Article III, Section 1 (d) of this Agreement and the maximum salary of an eligible title shall not constitute a bar to the payment thereof.

6. Once an Employee has qualified for a RIP and is receiving it, the RIP shall become part of the Employee's base rate and included in calculating all salary based payments, except as provided in paragraph 7 below. Any future negotiated general increases shall be applied to RIPs.

7. A RIP shall not become pensionable until two years after the Employee begins to receive such RIP.

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.

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
CLAIRE LEVITT
Deputy Commissioner
Health Care Cost Management

MAYRA E. BELL
General Counsel
GEORGETTE GESTELY
Director, Employee Benefits Program

January 12, 2017

Henry Garrido
Executive Director
District Council 37, AFSCME, AFL-CIO
125 Barclay Street
New York, NY 10007

Dear Mr. Garrido:

This is to confirm our mutual understanding and agreement regarding amendments to the 2010-2017 Memorandum of Agreement between District Council 37 and the City of New York dated July 1, 2014.

1. Section 1 (Term) shall be amended from 7 years and 4 months (3/3/10 - 7/2/17 or 88 months from the date of termination of the applicable existing Successor Separate Unit Agreement) to 7 years and 6 months and 23 days (3/3/10 - 9/25/17 - or 90 months, 23 days from the date of termination of the applicable existing Successor Separate Unit Agreement).

2. Effective on the first day of the eighty-fifth (85th) 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 $200 per annum.

3. The per annum contribution rates 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.

4. 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 #2 above.

This agreement is subject to union ratification.

25001

If the above accords with your understanding, please sign in the space provided below.

Sincerely,

Robert W. Linn

Agreed on behalf of District Council 37,
AFSCME, AFL-CIO:

By: _____
Henry Garrido, Executive Director

Dated: 01/12/17, 2017