**MEMORANDUM OF AGREEMENT** (the 'Agreement') entered into on this 30th day of September 2015 by and between the Organization of Staff Analysts (the "Union") and the City of New York (the "City").

**WHEREAS**, the undersigned parties desire to enter into a collective bargaining agreement, including this *2010-2017 OSA Staff Analyst MOA* and the agreement successor to the one terminating on August 24, 2010 ("*Successor Separate Unit Agreement*") to cover the employees represented by the Union ("Employees");

**WHEREAS**, the undersigned parties intend by this *2010-2017 OSA Staff Analyst MOA* to cover all economic and non-economic matters and to incorporate the terms of this *2010-2017 OSA Staff Analyst MOA* into the *Successor Separate Unit Agreement*, covering the period from August 25, 2010 through August 24, 2017;

**WHEREAS**, the undersigned parties intend by this *2010-2017 OSA Staff Analyst MOA* to continue all of the same terms and conditions specified in the *Separate Unit Agreement,* including applicable side letters, terminating on August 24, 2010, except as modified or amended below,

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

1. The term of the Agreement shall be August 25, 2010 to August 24, 2017.

2. General Wage Increases

a.

i. Effective February 25, 2012, Employees shall receive a general increase of 1.00%.

ii. Effective, February 25, 2013, Employees shall receive a general increase of 1.00%.

iii. Effective February 25, 2014, Employees shall receive a general increase of 1.00%.

iv. Effective February 25, 2015, Employees shall receive a general increase of 1.50%.

v. Effective February 25, 2016, Employees shall receive a general increase of 2.50%.

vi. Effective February 25, 2017, Employees shall receive a general increase of 3.00%.

b. Part-time per annum, per session, hourly paid and part-time per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in Section 2a on the basis of computations heretofore utilized by the parties for all such Employees.

c. The increases provided for in 2.a. above shall be calculated as follows:

i. The general increase in 2.a.i. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect February 24, 2012.

ii. The general increase in 2.a.ii. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect February 24, 2013.

iii. The general increase in 2.a.iii. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect February 24, 2014.

iv. The general increase in 2.a.iv. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect February 24, 2015.

v. The general increase in 2.a.v. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect February 24, 2016.

vi. The general increase in 2.a.vi. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect February 24, 2017.

3. The following titles newly certified to the Union shall be incorporated into the applicable sections of the *2010-2017 OSA Staff Analyst Agreement* consistent with the understanding of the parties:

Administrative Staff Analyst (title codes 1002D, 1002E), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-15-04, dated July 29, 2010;

Administrative Community Relations Specialists (title code 1002F), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-63-11, dated January 10, 2014;

Program Manager, Training and Development, Levels I and II (title codes 004651, 004652), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-1573-14, dated September 9, 2015;

Assistant Director of Training and Development, Managerial Pay Plan II and III (title codes 004662, 004663), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-1574-14, dated September 9, 2015;

Director of Workforce Training and Staff Development (title code 000456), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-1575-14, dated September 9, 2015;

Ombudsman (Juvenile Justice) (title code 52695), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-56-10, dated September 7, 2010;

Supervisor of Traffic Device Maintainers Levels II and III (title code 90904), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-66-12, dated April 18, 2012;

Training and Development Representative (title code 107100), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-69-12, dated December 18, 2012;

Supervising Training and Development Associate (title code 107200), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-70-12, dated December 18, 2012;

Manager, Scheduling and Control (EDP) (title code 102810), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-43-08, dated November 23, 2009.

In no event shall any employee receive across-the-board general wage increases, including those received as a manager, that exceed those provided for in Section 2.

For example, if an employee received the first 1% increase as a manager, they are not eligible to receive the 2/25/12 increase set forth in Section 2(a)(i); if an employee received

two 1% increases as a manager, they are not eligible to receive the 2/25/12 and 2/25/13 increases set forth in Section 2(a)(ii).

4. Additions to Gross

a) Effective February 25, 2017 the general increase provided for in Section 2.a.vi above shall be applied to "additions to gross" for eligible titles as identified in the parties' Additional Compensation Fund agreement. "Additions to gross" shall be defined to include service increments and advancement increases.

b) Additions-to-gross for employees in the title Administrative Staff Analyst, title codes 1002D, 1002E only, will be paid as follows:
Effective August 24, 2017, employees in the Administrative Staff Analyst, title codes 1002D and 1002E only, with twenty (20) years or more of "City" service in pay status shall receive a service increment of eight hundred fifty nine dollars and fifty cents ($859.50). This subsection (b) does not apply to any other titles in Section 3.

5. Longevity Increments

a) Effective August 24, 2017, employees in the Administrative Staff Analyst, title codes 1002D and 1002E only, with ten (10) years or more of "City" service in pay status shall receive a longevity increment of four hundred seventeen dollars and fifty cents ($417. 50) per annum;

b) Effective August 24, 2017, employees in the Administrative Staff Analyst, title codes 1002D and 1002E only, with fifteen (15) years or more of "City" service in pay status shall receive an additional longevity increment of four hundred seventeen dollars and fifty cents ($417. 50) per annum, plus the ten (10) year longevity increment ($417.50) for a total longevity payment of eight hundred thirty five dollars ($835.00) per annum;

Neither subsection (a) or (b) above apply to any other title listed in Section 3.

6. Ratification Bonus

A lump sum cash payment in the amount of $1,000.00, 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.

a. Full-time per annum and full-time per diem Employees shall receive a lump sum cash payment in accordance with Interpretive Memorandum No. 102, dated August 26, 2014.

b. 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.

c. 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.

d. 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 6 of the *2010-2017 OSA Staff Analyst MOA*. Such case-by-case interpretations shall not be subject to any dispute resolution procedures as per past practice of the parties.

7. Conditions of Payment

a. The lump sum cash payment pursuant to Section 6. of this *2010-2017 MOA* shall be payable as soon as practicable upon ratification of this *2010-2017 OSA Staff Analyst MOA.*

b. The general increases pursuant to Sections 2.a.i, 2.a.ii., and 2.a.iii. and 2.a.iv of this *2010-2017 MOA* shall be payable as soon as practicable upon execution of this *2010-2017 OSA Staff Analyst MOA*

c. The general increases pursuant to Sections 2.a.v of this *2010-2017 OSA Staff Analyst MOA* shall be payable as soon as practicable after the effective date of such increases.

d. The general increases pursuant to Sections 2.a.vi of this *2010-2017 OSA Staff Analyst MOA* shall be payable as soon as practicable upon the execution of the *Successor Separate Unit Agreement.*

8. All Administrative Staff Analysts in title codes 1002D and 1002E, and Administrative Community Relation Specialists in title code 1002F whose annual leave accrual rate was greater than the accrual rate provided for in Article XI Section 2(c)(i) or (ii) of the Agreement prior to their accretion into the bargaining unit, shall accrue at the previously higher rate. All Administrative Staff Analysts in title codes 1002D and 1002E hired on or after February 10, 2013 shall accrue annual leave in accordance with Article XI Section 2(c)(i) or (ii) of the Agreement. All Administrative Community Relations Specialists in title code 1002F hired on or after April 20, 2014 shall accrue annual leave in accordance with Article XI Section 2(c)(i) or (ii) of the Agreement. All other newly certified titles shall accrue annual leave in accordance with the applicable rate in Article XI Section 2(c)(i) or (ii) of the Agreement.

9. The parties will implement the following dispute resolution procedure to resolve the bargaining status of employees hired into the Administrative Staff Analyst Non-Managerial, title codes 1002D and 1002E who the employer claims are managerial/confidential:
    a) City and the Union agree that all employees hired, transferred or promoted into Administrative Staff Analyst, title codes 1002D and 1002E, and are placed into positions that were not found to be managerial and/or confidential in OCB decision *OSA*, 3 OCB2d 33 (BCB 2010) will be assigned the agency shop deduction code and plan. It is the intention of the parties that such enrollment will be automatic and proceed in the same manner as any other title represented by the Union. Following such enrollment, if the City deems any position to be managerial and/or confidential it shall promptly advise the Union of the name, position and a job description. The Union shall promptly notify the City if it agrees or disagrees with the City's proposed

managerial or confidential designation. If the Union disagrees with such designation, the employee shall remain enrolled in the agency shop and/or welfare fund until the Office of Collective Bargaining makes a determination as to the status of such employee, following a petition by the City for such determination.

10. The parties agree that they will continue to discuss the minimum and maximum salary rates for Administrative Staff Analysts in title codes 1002D and 1002E, and the new hire, minimum, and maximum salary rates for Administrative Community Relations Specialists in title code 1002F, in light of the fact that the minimum and maximum salary rates were not mutually agreed to by the parties for their initial inclusion in this agreement.

    a) In the event no agreement is reached on the minimum and maximum salary rates for Administrative Staff Analysts in title codes 1002D and 1002E and the new hire, minimum, and maximum salary rates for Administrative Community Relations Specialists in title code 1002F, the parties agree that discussions facilitated through expedited mediation under the auspices of the Office of Collective Bargaining will be the exclusive means of resolving the issue.

11. The parties agree to establish a pilot program to provide leaves of absence without pay for up to one year for bargaining unit members. Agency participation in the pilot program is voluntary and the program expires one year after the last day of the *2010-2017 Staff Analyst Agreement*.

The program will consist of the establishment of a labor/management committee with each of the participating Agencies consisting of a designee of the Agency Commissioner, the First Deputy Commissioner of the Office of Labor Relations or her designee, and representatives of OSA, who will implement the pilot program. Consideration of any pilot program under this provision is subject to the following conditions:

- Participating agencies may limit the availability of leaves under this program to a maximum of one (1) percent of eligible employees in the Agency at any given time;
- Leave requests will be considered for a maximum of one calendar year;
- Agencies retain the discretion to deny individual leave requests based on the operational needs of the Agency or other reasons;
- The Employer will not be responsible for the cost of maintaining health and welfare fund benefits for employee participants for the duration of such leave;
- Employees shall be permitted to pay for health and welfare fund benefits during such leave through COBRA in accordance with existing practice;
- Leave taken pursuant to the pilot programs is not considered a break in service for the purpose of pay and benefits; however the time spent on unpaid leave is not counted as service in determining benefits including pension;
- Employees will maintain the number of sick leave and annual leave days in their banks at the time the leave commences, however they will not accrue additional sick leave or annual leave days for the period of such leave;
- Employees will have their salaries adjusted upon their return work to reflect contractual increases implemented during such leave, however the period of such leave will not be counted toward eligibility for longevity or service increment payments;
- A request by an employee to return to work before the full requested leave time has elapsed will be granted at the sole discretion of the agency;

- The joint committee will review appeals of individual denials of leave applications and denials of requests to return before the period of a leave has elapsed.

The parties agree to review the pilot program 24 months after it is implemented in order to give the parties the opportunity to discuss and adjust any program changes they mutually agree are necessary.

12. The parties agree to establish a pilot program to implement alternate work schedules for bargaining unit members. Agency participation in the pilot program is voluntary and the program expires one year after the expiration of the *2010-2017 Staff Analyst Agreement*.

The program will consist of the formulation of a labor/management committee with each of the participating Agencies consisting of a designee of the Agency Commissioner, the First Deputy Commissioner of the Office of Labor Relations or her designee, and representatives of OSA, who will implement the pilot program. Consideration of any pilot program under this provision is subject to the following conditions:

- The labor/management committee will consider applicable Citywide policy, guidelines and contractual obligations in the development of the pilot program.
- Alternate work schedules may include flextime, staggered hours and compressed work schedules.
- Agencies retain the discretion to implement or terminate alternate work schedules based on the operational needs of the Agency or other considerations.
- The joint committee will review appeals of individual denials of requests for alternate work schedules and denials of requests to terminate alternate work schedules.

The parties agree to review the pilot program 24 months after it is implemented in order to give the parties the opportunity to discuss and adjust any program changes they mutually agree are necessary.

13. HHC Issues

The parties agree to establish a joint labor management committee consisting of representatives from the Health and Hospital Corporation, the Office of Labor Relations and the Union to study and explore career advancement of personnel in non-competitive titles.

14. Nothing contained in this current Agreement shall preclude the parties from their 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 the Agreement unless the parties have mutually agreed to extend the deadline. Any claim that either party has of **enforcement** of a mutually agreed upon savings proposal shall be submitted to an expedited arbitration panel with the assistance of the Office of Collective Bargaining. The expedited arbitration panel 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 2.a.vi shall not be paid unless and until these discussions are completed by the parties or unless the parties mutually agree to extend the deadline.

15. Prohibition of Further Economic Demands

Except as provided for in Sections 10 and 14, no party to this agreement shall make additional economic demands during the term of the *2010-2017 OSA Staff Analyst MOA* or during the negotiations for the *Successor Separate Unit Agreement.*

16. 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 *2010-2017 OSA Staff Analyst MOA*

17. The final general wage increase in this Agreement as specified in Section 2.a.vi shall not be paid unless and until there is a signed *Successor Separate Unit Agreement.*

18. This Memorandum of Agreement is subject to union ratification.

For the City of New York

Robert W. Linn
Commissioner of Labor Relations

For the Organization of Staff Analysts

Robert Croghan
President

THE CITY OF NEW YORK
**OFFICE OF LABOR RELATIONS**
40 Rector Street, New York, NY 10006-1705
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**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,

Robert W. Linn
Commissioner

Agreed and Accepted on behalf of the Municipal Labor Committee

BY: _____
Harry Nespoli, Chair

# OFFICE OF LABOR RELATIONS

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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*


## INTERPRETIVE MEMORANDUM No. 102

**TO:** **All Affected Agencies**
**FROM:** **Renee Campion, First Deputy Commissioner**
**DATE:** **August 26, 2014**
**RE:** **Lump Sum Ratification Bonus**

This interpretive memorandum is to provide guidance regarding the payment of the lump sum ratification bonus provided in Section 2 of the 2010-2017 Memorandum of Agreement between District Council 37 and the City of New York, and subsequent collective bargaining agreements as applicable.

The language of the agreement reads:

> **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.**

A. Eligibility Guidelines

To be eligible for the lump sum payment, an employee must be serving in active payroll status in a title covered by the applicable collective bargaining agreement on the date of ratification of the agreement. Any questions regarding the date of ratification should be directed to the Office of Labor Relations. In the case of the 2010-2017 Memorandum of Agreement between District Council 37 and the City of New York, the ratification date was August 5, 2014.

Active payroll status is defined as being in payroll status "B" (active) or "K" (military leave with pay).

Employees who were terminated for cause, resigned, retired, or otherwise separated from service prior to the date of ratification of the agreement shall not be eligible for the lump sum cash payment.

B. Lump Sum Cash Payment for Full-Time Per Annum and Full-Time Per Diem Employees

All full-time per annum and full-time per diem employees who were in active paid status on the date of ratification are entitled to receive the lump sum cash payment of $1,000.

C. Proration of Lump Sum Cash Payment for other than Full-Time and Full-Time Per Diem Employees

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 between July 1, 2013 and June 30, 2014.

i. Part-time employees who were in active pay status the entire period from July 1, 2013 through June 30, 2014, and on the date of ratification, shall receive a pro-rata lump sum cash payment not to exceed $1,000.
   - *For example*: An employee in a 40-hour title works 20 hours per week for the entire time period from July 1, 2013 through June 30, 2014. This employee would receive a lump sum ratification bonus of $500

ii. Employees who were in active pay status on the date of ratification, and for a portion of the period July 1, 2013 through June 30, 2014, shall receive a pro-rata lump sum cash payment not to exceed $1,000 based upon the portion of time that they were in active pay status.
   - *For example*: A seasonal employee in a 40-hour title works 10 weeks during the period July 1, 2013 through June 30, 2014, an average of 48 scheduled hours per week. This employee would receive a lump sum ratification bonus of $229.89[1].

iii. School Year Based Employees:
Where the regular and customary work year for a title is less than a twelve-month year, such as a school year, such computations provided for in Section C a. i. and a. ii. 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.

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1 $\frac{480 \text{ Scheduled Hours Worked}}{2088 \text{ Scheduled Hours Per Year}} \times \$1000 = \$229.89$

D. Effect of Lump Sum Ratification Bonus

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.

E. Timing of Payment

The lump sum cash payment shall be paid as soon as practicable upon ratification of the applicable agreement.

F. Additional Determinations

For unique circumstances that are not covered by this memorandum, the First Deputy Commissioner of Labor Relations may elect to issue, on a case-by-case basis, interpretations concerning the payment of the lump sum ratification bonus. Such case-by-case interpretations are not subject to any dispute resolution procedures.