NEW YORK CITY PUBLIC ADVOCATE STAFF AGREEMENT
2022-2026

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NEW YORK CITY PUBLIC ADVOCATE STAFF AGREEMENT
2022 - 2026

AGREEMENT entered into this day of , by and between the City of New York and the New York City Public Advocate pursuant to and limited to their respective election to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf (hereinafter referred to jointly as the "Employer"), and the **Organization of Staff Analysts** (hereinafter referred to as the "Union") for the period from October 2, 2022 to October 21, 2026.

W I T N E S S E T H:

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:

Assistant to Public Advocate (94496)
Assistant to Public Advocate, Research & Planning (94497)
Office Assistant (Public Advocate) (94507)
Special Assistant (Public Advocate) (94512)

Section 2.

The terms "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 CHECK OFF

Section 1.

a. The Union shall have the exclusive right to the checkoff and transmittal of dues on behalf of each Employee and the Union and Employer agree to follow the process and procedures set forth in (i) the Mayor's Executive Order No. 98, dated May 15, 1969, entitled

"Regulations Relating to the Checkoff of Union Dues"; and (ii) the Mayor's Executive Order No. 107, dated December 29, 1986 entitled "Regulations Governing Procedures for Orderly Payroll Checkoff of Union Dues," to the extent permitted by law.

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.

a. The Employer shall commence deduction of dues as soon as practicable, but in no case later than thirty (30) days after receiving proof of a signed dues check off authorization card.

b. The Employer shall accept signed dues check off authorization cards, signed by means of written and/or electronic signatures. The right to membership dues shall remain in effect until the (i) Employee is no longer employed in a title represented by the Union or (ii) the Employee revokes such dues check off authorization pursuant to and in accordance with the terms of the dues check off authorization card.

ARTICLE III - SALARIES

Section 1.

a. Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, general increases and any other salary adjustments, are based upon a normal work week of 35 hours. 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.

b. Employees who work on a part-time 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 - 35 hour week basis - 1/1827 of the appropriate minimum basic salary.

Hourly Rate - 20 hour week basis - 1/1040 of the applicable part-time salary.

c. 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.

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 October 2, 2022, the following salary ranges shall apply:

TITLES	i. Minimum	ii. Maximum
Assistant to Public Advocate (94496)	$50,000	$70,000
Part-Time	$20,000	$30,000
Assistant to Public Advocate, Research & Planning (94497)	$55,000	$70,000
Part-Time	$20,000	$30,000
Office Assistant (Public Advocate) (94507)	$50,000	$55,000
Part-Time	$20,000	$30,000
Special Assistant (Public Advocate) (94512)	$55,000	$55,000
Part-Time	$20,000	$30,000

b. Effective May 24, 2023, the following salary ranges shall apply:

	i. Minimum	ii. Maximum
Assistant to Public Advocate (94496)	$54,636	$76,491
Part-Time	$21,855	$32,782
Assistant to Public Advocate, Research & Planning (94497)	$60,101	$76,491
Part-Time	$21,855	$32,782
Office Assistant (Public Advocate) (94507)	$54,636	$60,101
Part-Time	$21,855	$32,782
Special Assistant (Public Advocate) (94512)	$60,101	$60,101
Part-Time	$21,855	$32,782

c. Effective May 24, 2024, the following salary ranges shall apply:

	i. Minimum	ii. Maximum
Assistant to Public Advocate (94496)	$56,275	$78,786
Part-Time	$22,511	$33,765
Assistant to Public Advocate, Research & Planning (94497)	$61,904	$78,786
Part-Time	$22,511	$33,765
Office Assistant (Public Advocate) (94507)	$56,275	$61,904
Part-Time	$22,511	$33,765
Special Assistant (Public Advocate) (94512)	$61,904	$61,904
Part-Time	$22,511	$33,765

d. Effective May 24, 2025, the following salary ranges shall apply:

	i. Minimum	ii. Maximum
Assistant to Public Advocate (94496)	$58,104	$81,346
Part-Time	$23,243	$34,862
Assistant to Public Advocate, Research & Planning (94497)	$63,916	$81,347
Office Assistant (Public Advocate) (94507)	$58,104	$63,916
Part-Time	$23,243	$34,862
Special Assistant (Public Advocate) (94512)	$63,916	$63,916

Section 3. Ratification Bonus

A lump sum cash payment in the amount of $3,000, 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 in active payroll status and in a title covered by this Agreement, as of the date of ratification. Active payroll status is defined as being in active payroll status ("B Status"), military leave with pay ("K status"), or on paid family leave. The lump sum cash payment shall be pensionable, consistent with applicable law.

All full time per annum and full time per diem employees who were in active status on the date of the ratification are entitled to receive the lump sum cash payment of $3,000. Employees who were terminated for cause, resigned, retired, or otherwise separated from service prior to the date of ratification of this Agreement shall not be eligible for the lump sum cash payment. Part-time Employees shall receive a pro-rata lump sum cash payment the computation of which shall be based on their regularly scheduled hours between September 1, 2023 and August 31, 2024.

In no event shall any employee receive greater than $3,000 in bonus payments pursuant to this section.

For the purposes of this section, any employee on terminal leave at the time of ratification will not be eligible for the ratification bonus payment.

Section 4. Wage Increase

a. The general increases, effective as indicated, shall be:

i. Effective May 24, 2023, Employees shall receive a general wage increase of 3.00%.

ii. Effective May 24, 2024, Employees shall receive a general wage increase of 3.00%.

iii. Effective May 24, 2025, Employees shall receive a general wage increase of 3.25%.

iv. Part-time Employees and Employees whose normal work year is less than a full calendar year shall receive the increases provided in Section 4 (a)(i) to (a)(iii) on the basis of computations heretofore utilized by the parties for all such employees.

b. The general increases provided for in this Section 4(a) shall be calculated as follows:

i. The general increase in Section 4(a)(i) shall be based upon the base rates of applicable titles in effect on May 23, 2023;

ii. The general increase in Section 4(a)(ii) shall be based upon the base rates of applicable titles in effect on May 23, 2024;

iii. The general increase in Section 4(a)(iii) shall be based upon the base rates of applicable titles in effect on May 23, 2025;

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 4 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 4 of this Article, such general increase shall not be applied, but the general increase, if any, provided to be effective as of such date for the title formerly occupied shall be applied.

Section 6.

For the purposes of this section, any employee on terminal leave at the time of ratification will be eligible for retroactive payments for general wage increases as detailed in Section 4, but will not be eligible for the ratification bonus as detailed in Section 3.

ARTICLE IV - WELFARE FUND

Section 1.

Effective September 6, 2026, there shall be a recurring $839 per annum per employee (active and retiree) increase to the welfare fund contribution. The per annum per employee active and retiree contribution will increase from $1,825 per annum to $2,664 per annum.

Section 2.

The Union agrees 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.

The parties acknowledge that any citywide health and welfare benefits fund changes negotiated on a citywide basis with the Municipal Labor Committee shall apply to the Union.

ARTICLE V – EDUCATION AND TRAINING FUND

Effective October 2, 2022, the covered titles shall be added to the OSA Education and Training Fund and there shall be a twenty-five dollar ($25.00) per annum contribution made on behalf of each full-time per annum employee to the Organization of Staff Analysts.

ARTICLE VI - PRODUCTIVITY AND PERFORMANCE

Section 1. 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 VII - UNION ACTIVITY

Section 1.

Paid release time will be granted for labor-management activities (e.g. meetings of Labor-Management Committee, discussion with management of specific grievances, participation in grievance process, representing employees when they are interviewed or investigated, etc.).

Unpaid release time will be granted for union activities.

All release time is subject to pre-approval by the Public Advocate's Office or a designee of the Public Advocate's Office subject to the operational needs of the Public Advocate's Office.

Section 2.

The Employer agrees not to discriminate in any way against any Employee for Union activity, but such activity shall not be carried on during working hours or in working areas except as specifically allowed by the provisions of this Agreement.

Section 3.

Individual Employee grievants shall be granted leave with pay for such time as is necessary to testify at hearings.

Leave with pay shall be granted to three Employees who are named grievants in a group grievance, for such time as is necessary for them to testify at their group arbitration hearings.

Section 4.

During the first thirty (30) calendar days from the date of hire, the Employer shall allow the Union to meet with a new employee for a reasonable amount of time during the employee's work time without charge to leave credits, provided that such meeting does not disrupt the operations of the Division or Office in which the employee works. The meeting may happen in person or virtually. Where practicable, this requirement may be satisfied by allowing the Union a reasonable amount of time during a formal employee orientation program to provide membership information to employees.

ARTICLE VIII - GRIEVANCE PROCEDURE

Effective upon the full execution of this collective bargaining agreement, the following grievance procedure shall apply to OSA represented employees:

Section 1. - Definition:

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

a. A dispute concerning the application or interpretation of the terms of this collective bargaining agreement.

b. An alleged wrongful disciplinary action taken against a member of the bargaining unit.

c. A claimed violation, misinterpretation or misapplication of the written rules or regulations, policy or orders of the Employer.

Section 2.

For a grievance brought under Section 1(a) or (c), the following grievance procedure shall apply:

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.**

Step I The Employee and/or Union shall present the grievance in the form of a memorandum to the person designated for such purpose by the New York City Office of the Public Advocate not later than 120 days after the date on which the grievance arose. The Employee may also request an appointment to discuss the grievance. The person so designated by the New York City Office of the Public Advocate shall take any steps necessary to a proper disposition of the grievance and shall reply in writing regarding the disposition by the end of the sixth work day following the date of submission.

Step II An appeal from an unsatisfactory decision at **Step I** shall be presented in writing to the person designated by the New York City Office of the Public Advocate for such purpose. The appeal must be made within six (6) working days of the receipt of the **Step I** decision. 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 shall meet with the Employee and/or the Union for review of the grievance and shall issue a written reply to the Employee and/or the Union by the end of the tenth work day following the day on which the appeal was filed.

Step III An appeal from an unsatisfactory decision at Step II may be presented by the Union for expedited arbitration to the Office of Collective Bargaining. Expedited arbitration hearings by the Office of Collective Bargaining will be conducted according to the following procedure:

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

(3) A decision will be issued by the Arbitrator within thirty days. A recitation of the facts presented will not be necessary in the Award, however a brief explanation of the Arbitrator's rationale may be included. Bench decisions may also be issued by the Arbitrator.

(4) Decisions of the Arbitrator shall not be considered as a precedent for any other case or entered into evidence in any other forum, proceeding or dispute, except for the purposes of enforcing the award.

Section 3.

Any grievance of a general nature affecting a large group of Employees and which concerns the claimed misinterpretation, inequitable application, violation, or failure to comply with the provisions of this Agreement shall be filed at the option of the Union at **Step III** of the grievance procedure, without resort to previous steps. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance.

Section 4.

If a decision satisfactory to the Union at any level of the grievance procedure is not implemented within a reasonable time, the Union may institute a grievance at **Step III** of the grievance procedure.

Section 5.

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.

Section 6.

The Employer shall notify the Union in writing of all grievances filed by covered 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 48 hours' notice of all grievance hearings.

Section 7.

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 8. Grievance Procedure for Disciplinary Matters

For a grievance brought under Section 1(b), the following grievance procedure shall apply:

The General Counsel of the Office of the Public Advocate, or the General Counsel's designee, may discuss complaints or disciplinary problems with an Employee when such discussions are deemed

necessary.

a. After service upon an Employee of written charges of incompetence or misconduct, a meeting with the Employee, and at the Employee's option, a Union representative, shall be held with respect to such charges by a designee of the Human Resources Division, on behalf of the New York City Office of the Public Advocate. The Employee shall be served with written charges at least ten (10) days prior to the conference. Upon service of written charges of incompetence or misconduct upon an Employee, the Employee may be subject to a period of a suspension without pay pending hearing and determination of charges, which shall not exceed thirty (30) days. The Employee and/or the Union shall have the right to examine any witness(es) and to present a defense to the charges. A written decision shall be issued by the designee of the Human Resources Division. Disciplinary action, if any, shall be imposed consistent with the written decision.

b. The Union or Employee may appeal the decision of the Human Resources Division to the General Counsel of the Office of the Public Advocate. Such appeal shall be made within ten (10) working days of the receipt of the decision. The General Counsel shall review such appeal and shall meet with the employee and the Union for review of the grievance. The General Counsel may rely solely on the evidentiary record presented pursuant to paragraph a. of this section. A decision shall be issued within fifteen (15) working days following the close of the conference.

c. The Union may appeal the decision of the General Counsel. Such appeal shall be made within ten (10) working days of the receipt of the General Counsel's decision to the Commissioner of Labor Relations. The Union shall submit a copy of the charges and all prior step determinations including the General Counsel's decision with such appeal. The Commissioner of Labor Relations, or the Commissioner's designee, shall conduct a *de novo* hearing, which will include the presentation of witnesses and documentary evidence. The Commissioner of Labor Relations, or the Commissioner's designee, shall issue a written decision within thirty (30) days following the close of the hearing. The decision of the Commissioner of Labor Relations, or the Commissioner's designee, shall be final and binding.

Section 9.

a. Employees will not have access to the above disciplinary grievance process in Section 8 of this Article for the first twelve (12) months of their employment.

b. Terminations within 90 days of the start of the term of a newly elected Public Advocate shall not be considered discipline and will not be subject to the Grievance process in this Article.

ARTICLE IX - HEALTH AND SAFETY

Section 1.

a. Adequate, clean, structurally safe and sanitary working facilities shall be provided for all employees.

b. Motor vehicles and power equipment which are in compliance with minimum standards of applicable law shall be provided to employees who are required to use such devices.

c. Where necessary, first aid chests, adequately marked and stocked, shall be provided by the Employer in sufficient quantity for the number of employees likely to need them and such chests shall be reasonably accessible to the employees.

d. Any employee who withholds services as a means of redressing or otherwise protesting alleged violations of this Section shall be docked pay for any unauthorized non-performance of work and may be subject to any appropriate disciplinary action.

e. In construing this Section, a fact-finder shall initially have the power only to decide whether the subject facilities meet the standards of subsection (a) of this Section 2 but may not affirmatively direct how the Employer should comply with this Section. In the event of a determination that the Employer is in violation of this Section, the Employer shall take appropriate steps to remedy the violation. If in the opinion of the Union the Employer does not achieve compliance within a reasonable period of time, the Union may reassert its claim. Upon such second submission, if it is found that the Employer has had a reasonable time to comply with the terms of this Section and has failed to do so, then and only then, the fact-finder may advise the Employer to follow a particular course of action which will effectuate compliance with the terms of this Section. However, such remedy shall not exceed appropriations available in the current budget allocation for the agency for such purposes.

f. The Employer shall make reasonable efforts to provide for the personal security of Employees working in office buildings operated by the Employer, during such hours as said locations are open to the public.

ARTICLE X - LABOR MANAGEMENT COMMITTEE

Either the Union or the Employer may request a labor-management meeting at any time to discuss or address employee working conditions. Labor-management meetings are intended to foster cooperation, enhance communication, and facilitate the resolution of issues in a timely and collaborative manner, with the aim of promoting harmonious labor relations and improving overall employee working conditions. The party requesting the meeting shall provide written notice to the other party, specifying the issues to be discussed and proposing a reasonable time for the meeting. Both parties shall make reasonable efforts to schedule the meeting at a time mutually agreeable to them, aiming for prompt resolution and open dialogue.

ARTICLE XI - COMPENSATORY TIME

Effective the Sunday after the date of ratification, the following compensatory time rules shall apply for full-time employees:

a. A supervisor may only approve an employee accruing seven (7) additional hours of Comp Time per workweek per eligible employee.

respect to such matter which could not reasonably have been anticipated by both parties at the time of the conclusion of negotiations.

Section 3.

There shall be no resumption of negotiations during the term of an agreement upon the claim that the agreement is not consummated or not executed or that one of the parties promised to resume negotiations on any particular matter unless such claim is substantiated by a written document signed by the party against whom the claim is made.

ARTICLE XV - APPENDICES

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

ARTICLE XVI - 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.

WHEREFORE, we have hereunto set our hands and seals this 16th day of December, 2024.

CITY OF NEW YORK AND THE NEW YORK CITY PUBLIC ADVOCATE:

BY: _____
RENEE CAMPION
Commissioner, Office of Labor Relations

ORGANIZATION OF STAFF ANALYSTS:

BY: _____
ROBERT CROGHAN
Chairperson

APPROVED AS TO FORM:

BY: _____
ERIC EICHENHOLTZ
Acting Corporation Counsel

UNIT: NEW YORK CITY PUBLIC ADVOCATE STAFF

TERM: October 2, 2022 to October 21, 2026