2017-2021 Memorandum of Agreement
Organization of Staff Analysts ("OSA" or "Union") and the City of New York ("City")

1. Term: 8/25/17 – 9/5/21 (48 months, 12 days)

2. General Wage Increases

	Effective Date	General Wage Increases
i.	August 25, 2017	2.00%
ii.	August 25, 2018	2.25% compounded
iii.	September 25, 2019	3.00% compounded

3. Additions to Gross

The general wage increases provided for in Section 2(i), (ii) and (iii) shall not be applied to "additions to gross." "Additions to gross" shall be defined to include uniform allowances, equipment allowances, transportation allowances, uniform maintenance allowances, assignment differentials, service increments, longevity differentials, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials.

4. Conditions of Payment

The parties agree that payment of the wage increases under Section 2, the Longevity Increases under Section 7, and the Service Increments under Section 8 of this MOA shall be payable as soon as practicable upon ratification of this MOA.

5. Assignment Differential

Effective June 25, 2019, there shall be an assignment differential of eight thousand dollars ($8,000.00) per annum applied to employees in the title of Supervisor of Traffic Device Maintainer, Levels II and III.

6. Education/Training Fund

Effective September 25, 2019, the below listed 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.

Title Code	Title
1002F	Administrative Community Relations Specialist (Non-Managerial)
1002D	Administrative Staff Analyst (Non-Managerial)

1002E	Administrative Staff Analyst (Non-Managerial)
55075	Assistant Director of Intergroup Relations (HA)
107500, 600	Assistant Director, Training & Development - Levels A and B
06711	Budget Analyst (Comptroller)
06713	Budget Analyst (IBO)
001450,60,70	Clinical Business Analyst- Levels I, II, and III
342750, 60	Clinical Documentation Specialist - Levels I and II
54741	Confidential Strategy Planner (ACS)
54740	Confidential Strategy Planner (Comptroller)
54739	Confidential Strategy Planner (DCAS)
54745	Confidential Strategy Planner (DOITT)
54738	Confidential Strategy Planner (DOT)
54743	Confidential Strategy Planner (HMH)
54746	Confidential Strategy Planner (HPD)
54737	Confidential Strategy Planner (HRA)
1019A	Deputy Assistant Director (Non-Managerial) CCRB
350810,20	Director of Planning – Levels I and II
55091	Director of Tenant & Community Affairs (HA)
107700	Director of Workforce Training & Staff Development
1006C, 1006D	Health Services Manager (Non-Managerial)[1]
001440	Junior Clinical Business Analyst
343000, 020	MetroPlus Care Coordinator - Levels I and II
343010, 030	MetroPlus Utilization Review/Management Coordinator - Levels I and II
107300, 400	Program Manager, Training & Development - Levels I and II
00462H	Senior Auditor
985010,20,30	Senior Consultant Management Information Services - Levels A, B, and C
50940	Strategic Initiative Specialist (NC-DEP)
50103	Strategic Initiative Specialist (NC-DOT)
50938	Strategic Initiative Specialist (NC-HRA)
9090A	Supervising Traffic Device Maintainer - Levels II and III
107100	Training & Development Representative

7. Longevity Increment

a. **i.** Employees in the below listed titles with ten (10) years or more of "City" service in pay status shall continue to receive a longevity increment in the amount of $1,848 per annum.

Effective September 25, 2019, this ten (10) year longevity increment shall be increased by sixty-two dollars ($62.00) per annum.

[1] 1006C, 1006D refer to Pay Levels I & II, respectively.

Effective September 5, 2021, this ten (10) year longevity increment shall be increased by an additional four hundred and thirty-eight dollars ($438.00) per annum.

As such, the ten (10) year longevity increment in this section 7 a. i. is effective as follows:

Effective:	August 25, 2017	September 25, 2019	September 5, 2021
	$1,848	$1,910	$2,348

ii. Employees in the below listed titles with fifteen (15) years or more of "City" service in pay status shall continue to receive the 10 year longevity as above, plus a 15 year longevity increment combined for a total longevity increment as follows:

Effective:	August 25, 2017	September 25, 2019	September 5, 2021
	$3,696	$3,820	$4,696

Title code	Title(s)
0660A	Analyst (CFB) - Levels II and III
039660	Assistant Planning-Scheduling Analyst
039270	Assistant Systems Analyst
12627, 126270	Associate Staff Analyst
06244	Management Analyst (DCAS/Personnel), Levels I and II
83032	Planner; Production Control & Scheduling (EMS Motor Transport)
039670	Planning-Scheduling Analyst
60945	Program Research Analyst
039680	Senior Planning-Scheduling Analyst
12648, 039290	Senior Systems Analyst
83052, 000320, 30	Sr. Health Care Program Planner Analyst - Levels A and B
12626, 126260, 460	Staff Analyst - Levels I and II
12749	Staff Analyst Trainee
12647, 039280	Systems Analyst
12700	Tests & Measurement Intern - Levels I and II
12704	Tests and Measurements Specialist - Levels I, II, and III
984710, 720	Training and Development Associate - Levels A and B
12618	Training Development Specialist
12616	Training Development Specialist Trainee

b. **i.** Employees in the below listed titles with ten (10) years or more of "City" service in pay status shall continue to receive a longevity increment in the amount of $835 per annum.

Effective September 25, 2019, this ten (10) year longevity increment shall be increased by sixty-two dollars ($62.00) per annum.

Effective September 5, 2021, this ten (10) year longevity increment shall be increased by an additional four hundred and thirty-eight dollars ($438.00) per annum.

As such, the ten (10) year longevity increment in this section 7 b. i. is effective as follows:

Effective:	August 25, 2017	September 25, 2019	September 5, 2021
	$835	$897	$1,335

ii. Employees in the below listed titles with fifteen (15) years or more of "City" service in pay status shall continue to receive the 10 year longevity as above, plus a 15 year longevity increment combined for a total longevity increment as follows:

Effective:	August 25, 2017	September 25, 2019	September 5, 2021
	$1,670	$1,794	$2,670

Title Code	Title(s)
1002A, 100260	Administrative Staff Analyst (Non-Managerial) (H+H Title is Level I)
91350	Supervising Superintendent of Maintenance
000680, 12650	Supervising Systems Analyst (Incl. HMH)
9090A	Supervisor of Traffic Device Maintainers - Levels II and III

c. **i.** Employees in below listed titles with ten (10) years or more of "City" service in pay status shall continue to receive a longevity increment in the amount of $554 per annum.

Effective September 25, 2019, this ten (10) year longevity increment shall be increased by sixty-two dollars ($62.00) per annum.

Effective September 5, 2021, this ten (10) year longevity increment shall be increased by an additional four hundred and thirty-eight dollars ($438.00) per annum.

As such, the ten (10) year longevity increment in this section 7 c. i. is effective as follows:

Effective:	August 25, 2017	September 25, 2019	September 5, 2021
	$554	$616	$1,054

ii. Employees in titles listed below with fifteen (15) years or more of "City" service in pay status shall continue to receive the 10-year longevity as above, plus a 15 year longevity increment combined for a total longevity increment as follows:

Effective:	August 25, 2017	September 25, 2019	September 5, 2021
	$1,108	$1,232	$2,108

Title Code	Title(s)
10064	Administrative Tests & Measurement Specialist
102810	Manager Scheduling & Control (EDP)
06752	NYCAPS Process Analyst - Levels I and II
52695	Ombudsman
12652, 983710, 20	Sr. Management Consultant - Levels I and II
961810	Systems Project Leader (EDP)

d. **i.** Employees in the titles listed below with ten (10) years or more of "City" service in pay status shall continue to receive a longevity increment of $417.50 per annum.

Effective September 25, 2019, this ten (10) year longevity increment shall be increased by sixty-two dollars ($62.00) per annum.

Effective September 5, 2021, this ten (10) year longevity increment shall be increased by an additional four hundred and thirty-eight dollars ($438.00) per annum.

As such, the ten (10) year longevity increment in this section 7 d. i. is effective as follows:

Effective:	August 25, 2017	September 25, 2019	September 5, 2021
	$417.50	$479.50	$917.50

ii. Employees in titles listed below with fifteen (15) years or more of "City" service in pay status shall continue to receive the 10-year longevity as above, plus a 15 year longevity increment combined for a total longevity increment as follows:

Effective:	August 25, 2017	September 25, 2019	September 5, 2021
	$835	$959	$1,835

Title Code	Title(s)
1002D, 100270, 1002E	Administrative Staff Analyst (Non-Managerial) (H+H Title is Level II)

e. **i.** Effective September 25, 2019, employees in the below listed titles with ten (10) years or more of "City" service in pay status shall receive a longevity increment of sixty-two dollars ($62.00) per annum.

Effective September 5, 2021, this ten (10) year longevity increment shall be increased by an additional four hundred and thirty-eight dollars ($438.00) per annum.

As such, the ten (10) year longevity increment in this section 7 e. i. is effective as follows:

Effective:	September 25, 2019	September 5, 2021

$62	$500

ii. Employees in titles listed below with fifteen (15) years or more of "City" service in pay status shall continue to receive the 10-year longevity as above, plus a 15 year longevity increment combined for a total longevity increment as follows:

Effective:	September 25, 2019	September 5, 2021
	$124	$1,000

Title Code	Title(s)
1002F	Administrative Community Relations Specialist (Non-Managerial)
55075	Assistant Director of Intergroup Relations (HA)
107500, 600	Assistant Director, Training & Development - Levels A and B
06711	Budget Analyst (Comptroller)
06713	Budget Analyst (IBO)
001450, 60, 70	Clinical Business Analyst - Levels I, II, and III
342750, 60	Clinical Documentation Specialists- Levels I and II
54741	Confidential Strategy Planner (ACS)
54740	Confidential Strategy Planner (Comptroller)
54739	Confidential Strategy Planner (DCAS)
54745	Confidential Strategy Planner (DOITT)
54738	Confidential Strategy Planner (DOT)
54743	Confidential Strategy Planner (HMH)
54746	Confidential Strategy Planner (HPD)
54737	Confidential Strategy Planner (HRA)
1019A	Deputy Asst Director (Non-Managerial) CCRB
350810, 20	Director of Planning - Levels I and II
55091	Director of Tenant & Community Affairs (HA)
107700	Director of Workforce Training & Staff Development
1006C, D	Health Services Manager (Non-Managerial)
001440	Junior Clinical Business Analyst
343000,20	MetroPlus Care Coordinator - Levels I and II
343010,30	MetroPlus Utilization Review/Management Coordinator - Levels I and II
107300, 400	Program Manager, Training & Development - Levels I and II
00462H	Senior Auditor
985010, 20, 30	Sr. Consultant Management Information Services - Levels A, B, and C
50940	Strategic Initiative Specialist (NC-DEP)
50103	Strategic Initiative Specialist (NC-DOT)
50938	Strategic Initiative Specialist (NC-HRA)
107100	Training & Development Representative

f. There shall be no change to the longevity increment amount in Article III, Section 8 c. of the 2008-2010 Staff Analyst Agreement.

g. Except as modified by this agreement, the rules for eligibility for the longevity increment (s) described in this Section 7 are set forth in Appendix "A" of the 2008-2010 Staff Analyst Agreement

8. Service Increments

a. i. Eligible employees in titles listed in Sections 7 a. and 7 b. of this MOA with twenty or more years of "City" service in pay status shall continue to receive a service increment in the amount of $1,771.

ii. Effective September 25, 2019, this amount shall be increased by sixty-two dollars ($62.00) to $1,833.

iii. Effective September 5, 2021, this amount shall be increased by four hundred and thirty-eight dollars ($438.00) to $2,271.

b. i. Eligible employees in titles listed in Sections 7 c. of this MOA with twenty or more years of "City" service in pay status shall continue to receive a service increment in the amount of $576.

ii. Effective September 25, 2019, this amount shall be increased by sixty-two dollars ($62.00) to $638.

iii. Effective September 5, 2021, this amount shall be increased by four hundred and thirty-eight dollars ($438.00) to $1,076.

c. i. Eligible employees in titles listed in Sections 7 d. of this MOA with twenty or more years of "City" service in pay status shall continue to receive a service increment in the amount of $859.50.

ii. Effective September 25, 2019, this amount shall be increased by sixty-two dollars ($62.00) to $921.50.

iii. Effective September 5, 2021, this amount shall be increased by four hundred and thirty-eight dollars ($438.00) to $1359.50.

d. i. Effective September 25, 2019 eligible employees in titles listed in Sections 7 e. of this MOA with twenty or more years of "City" service in pay status shall receive a service increment in the amount of $62.00.

ii. Effective September 5, 2021, this amount shall be increased by four hundred and thirty-eight dollars ($438.00) to $500.

e. The rules for eligibility for the service increment (s) described in this Section 8 are set forth in the 2008-2010 Staff Analyst Agreement.

9. Retroactive Pay for Select Health + Hospitals Titles

In addition to the increases described in Section 2, effective September 5, 2021, or as soon as practicable thereafter, employees currently active in the title Senior Consultant Management Information Services Levels A, B, and C, Clinical Business Analyst Levels I, II, III, and

Junior Clinical Business Analyst shall receive a general wage increase of 3% for the period of September 1, 2016 through February 24, 2017, on the salary that was in effect August 31, 2016.

10. Newly Certified Titles

a) The titles newly certified to the Union, included in Appendix "A" attached hereto, shall be incorporated into the applicable sections of the *2017-2021 OSA Staff Analyst Agreement* consistent with the understanding of the parties.

b) Except as provided in Section 10, in no event shall any employee receive across-the-board general wage increases, including those received as a manager, original jurisdiction, or NYC H+H Group 11 managerial title, that exceed those provided for in Section 2, nor shall any employee be deprived of a general wage increase as a result of being added to the OSA bargaining unit.

For example, if an employee received the first 2% increase as a manager, they are not eligible to receive the August 25, 2017 increase set forth in Section 2(i); if an employee received the 2.25% increase as a manager, they are not eligible to receive August 25, 2018 increase set forth in Section 2(ii), and so on. However, if an eligible employee left a managerial title **before** receiving the first 2% increase as a manager on September 25, 2017, but after August 25, 2017 (the effective date of the first OSA general wage increase), such employee will be entitled to the 2% general wage increase effective the date the title first came into the OSA unit.

c) All newly certified titles shall accrue annual leave in accordance with the applicable rate in Article XI Section 2(c)(i) or (ii) of the 2008-2010 Staff Analyst Agreement.

11. New Salary Ranges

a) Effective July 1, 2021, the salary ranges included in Appendix "B" attached hereto, shall be applied prospectively to those titles named in that appendix.

b) Notwithstanding Section 11(a), New Salary Ranges, of this Agreement, employees in titles covered by Appendix B of this agreement who were in an affected title and active in the unit as of June 30, 2021 shall not have their salaries adjusted to meet the new maximum salaries, the new incumbent minimum and/or new hire minimum salaries, nor shall there be any obligation for the Employer to adjust those salaries (except as otherwise required by the contract, e.g. future general wage increases) for the entire period that those respective employees remain in that title, level and agency.

c) The parties agree that the new salary ranges contained in this section fully resolve Paragraph 10 of the 2010-2017 OSA Staff Analyst MOA as it relates to the new hire, minimum and maximum salary rates.

12. Paid Family Leave

The parties acknowledge that OSA has already opted into the New York State Paid Family Leave Program, pursuant to the side-letter between the parties dated April 1, 2019 attached to this MOA.

13. Health Savings and Welfare Fund Contributions

The May 5, 2014 and June 28, 2018 Letter Agreements regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee, will be attached as Appendix and are deemed to be part of this MOA.

Effective June 25, 2019, there shall be a recurring two-hundred and fifty dollars ($250.00) per annum per employee (active and retiree) increase to the welfare fund contribution.

14. Direct Deposit

Effective the day after this agreement is ratified, the Employer may require that all newly hired employees be paid exclusively through direct deposit or electronic funds transfer. For employees on direct deposit, the employer may provide pay stubs electronically except where the employee has requested in writing to receive a printed pay stub.

Further, the parties shall work together regarding incumbent employees' enrollment in direct deposit, with the objective of 100% of employees being paid electronically.

15. Leave Without Pay

The parties agree to continue the 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 *2017-2021 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:

i. 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;

ii. Leave requests will be considered for a maximum of one calendar year;

iii. Agencies retain the discretion to deny individual leave requests based on the operational needs of the Agency or other reasons. Such requests shall not be unreasonably denied;

iv. 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;

v. Employees shall be permitted to pay for health and welfare fund benefits during such leave through COBRA in accordance with existing practice;

vi. 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;

vii. 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;

viii. 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;

ix. 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 and shall not be unreasonably denied.

The parties agree to review the pilot program prior to its expiration in order to give the parties the opportunity to discuss and adjust any program changes they mutually agree are necessary.

16. Alternate Work Schedule

The parties agree to continue the pilot program to implement alternate work schedules for bargaining unit members. Agency participation in the pilot program is voluntary and an agency's pilot program may be terminated consistent with the terms of Sections iii and iv, below.

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 their 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:

i. The labor/management committee will consider applicable Citywide policy, guidelines and contractual obligations in the development of the pilot program.

ii. Alternate work schedules may include flextime, staggered hours and compressed work schedules.

iii. Agencies retain the discretion to implement or terminate alternate work schedules based on the operational needs of the Agency or other considerations. The Union may appeal such schedule termination directly in

writing to the First Deputy Commissioner of OLR whose decision shall be final and not subject to further appeal or arbitration.

iv. For Alternative Work Schedules implemented after the date of this agreement, no such termination pursuant to Section iii shall occur less than one hundred and twenty (120) days after implementation of an alternative work schedule unless both parties agree otherwise. If the agency intends to terminate an alternate work schedule, it must notify the union and affected employee(s) at least five (5) weeks in advance and an appeal under this section must be filed by the Union at least one (1) week in advance of the scheduled termination.

17. NYC Health + Hospitals Labor-Management Committee

a. The Organization of Staff Analysts (OSA) and NYC Health + Hospitals agree to meet for the purpose of discussing career advancement and promotional opportunities for OSA members.

b. The parties agree that they will continue to discuss the minimum and maximum salary rates for the newly certified titles at H+H set forth in Appendix A of the Agreement, in light of the fact that the minimum and maximum salary rates for those titles are not included as part of this Agreement.

18. Withdrawal of Improper Practice Petition

The Union agrees to withdraw with prejudice the Improper Practice Petition docketed with the Office of Collective Bargaining as BCB-4416-21.

19. Prohibition of Further Economic Demands

No party to this agreement shall make additional economic demands during the term of this MOA.

20. Continuation of Terms

The terms of the predecessor separate unit agreements shall be continued except as modified pursuant to this MOA.

21. Approval of Agreement

This Agreement is subject to union ratification.

FOR THE CITY OF NEW YORK:

BY: _____
RENEE CAMPION
Commissioner of Labor Relations

FOR OSA:

BY: Robert Croghan
ROBERT CROGHAN
President

August 4, 2021

APPENDIX "A"

Newly Certified Titles

Confidential Strategy Planner (HRA) (title code 54737), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-1611-15, dated April 3, 2017;

Confidential Strategy Planner (DOT) (title code 54738), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-1611-15, dated April 3, 2017;

Confidential Strategy Planner (DCAS) (title code 54739), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-1611-15, dated April 3, 2017;

Confidential Strategy Planner (Comptroller) (title code 54740), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-1611-15, dated April 3, 2017;

Confidential Strategy Planner (ACS) (title code 54741), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-1611-15, dated April 3, 2017;

Confidential Strategy Planner (HMH) (title code 54743), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-1611-15, dated April 3, 2017;

Confidential Strategy Planner (DoITT) (title code 54745), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-1611-15, dated April 3, 2017;

Confidential Strategy Planner (HPD) (title code 54746), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-1611-15, dated April 3, 2017;

Strategic Initiative Specialist (NC-DOT) (title code 50103), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-1613-15, dated December 6, 2016;

Strategic Initiative Specialist (NC-HRA) (title code 50938), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-1613-15, dated December 6, 2016;

Strategic Initiative Specialist (NC-DEP) (title code 50940), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-1613-15, dated December 6, 2016;

Senior Consultant, Management Information Services, Level I, II and III (title code 985010, 985012, 985013), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-60-10, dated November 17, 2015;

Junior Clinical Business Analyst (title code 001440), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-1616-15, dated February 11, 2016;

Clinical Business Analyst, Levels I, II, and III (title code 00145H, 001462, 001474), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-1615-15, dated May 23, 2016;

Director of Planning (title code 003546, 003543, 003542), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-1632-16, dated March 7, 2018;

Director of Tenant and Community Affairs (title code 55091), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-1625-16, dated November 30, 2018;

Assistant Director of Intergroup Relations (title code 55075), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-1625-16, dated November 30, 2018;

Senior Auditor (title code 00462H), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-1633-16, dated February 1, 2017;

Budget Analyst (Comptroller) (title code 06711), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-1638-16, dated August 22, 2018;

Budget Analyst (IBO) (title code 06713), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-1638-16, dated August 22, 2018;

Health Services Manager, Level I and II (title code 1006C, 1006D), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-71-12, dated January 25, 2019;

Clinical Documentation Specialists, Level I and II (title code 342750, 342760), added to Certification No. 3-88 (as amended) by OCB Decision No. VR-1662-19, dated May 7, 2019;

MetroPlus Care Coordinator, Level I and II (title code 343000, 343020), added to Certification No. 3-88 (as amended) by OCB Decision No. RU-1657-18, A-1659-19, AC-1661-19, dated September 13, 2019;

MetroPlus Utilization Review/Management Coordinator, Level I and II (title code 343010, 343030), added to Certification No. 3-88 (as amended) by OCB Decision No. RU-1657-18, AC-1659-19, AC-1661-19, dated September 13, 2019;

Deputy Assistant Director (CCRB), Level I and II (title code 1019A), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-1660-19, dated March 18, 2020;

APPENDIX "B"

New Salary Ranges

Effective 7/1/2021

Title Code	Title Name	New Hire	Incumbent	Max
1002A	Admin Staff Analyst fmr M1	$ 84,451	$ 84,451	$ 113,550
1002D	Admin Staff Analyst fmr M2	$ 94,715	$ 94,715	$ 136,260
1002E	Admin Staff Analyst fmr M3	$ 102,292	$ 102,292	$ 163,512
1002F	Admin Comm Rel Specialist fmr M1-3	$ 64,749	$ 69,826	$ 134,280
1006C	Health Svcs Mgr NM L1	$ 84,451	$ 84,451	$ 113,550
1006D	Health Svcs Mgr NM L2	$ 94,715	$ 94,715	$ 136,260
06711	Budget Analyst (Compt)	$ 54,593	$ 58,873	$ 108,156
06713	Budget Analyst (IBO)	$ 54,593	$ 58,873	$ 108,156
50103	Strategic Initiative Specialist (NC DOT)	$ 74,710	$ 80,568	$ 100,812
50938	Strategic Initiative Specialist (NC HRA)	$ 74,710	$ 80,568	$ 100,812
50940	Strategic Initiative Specialist (NC DEP)	$ 74,710	$ 80,568	$ 100,812
54737	Confidential Strategy Planner (HRA)	$ 74,710	$ 80,568	$ 100,812
54738	Confidential Strategy Planner (DOT)	$ 74,710	$ 80,568	$ 100,812
54739	Confidential Strategy Planner (DCAS)	$ 74,710	$ 80,568	$ 100,812
54740	Confidential Strategy Planner (Compt)	$ 74,710	$ 80,568	$ 100,812
54741	Confidential Strategy Planner (ACS)	$ 74,710	$ 80,568	$ 100,812
54743	Confidential Strategy Planner (DOHMH)	$ 74,710	$ 80,568	$ 100,812
54745	Confidential Strategy Planner (DOITT)	$ 74,710	$ 80,568	$ 100,812
54746	Confidential Strategy Planner (HPD)	$ 74,710	$ 80,568	$ 100,812
55075	Asst Director Intergroup Relations (HA)	$ 74,184	$ 80,000	$ 100,000
55091	Director Tenant/Community Affairs (HA)	$ 104,507	$ 112,700	$ 120,000
1019A	Deputy Asst Director fmr M1-2 (CCRB)	$ 80,443	$ 86,750	$ 125,000

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

ROBERT W. LINN
Commissioner

May 5, 2014

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

Dear Mr. Nespoli:

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

1. Unless otherwise agreed to by the parties, the Welfare Fund contribution will remain constant for the length of the successor unit agreements, including the $65 funded from the Stabilization Fund pursuant to the 2005 Health Benefits Agreement between the City of New York and the Municipal Labor Committee.

2. Effective July 1, 2014, the Stabilization Fund shall convey $1 Billion to the City of New York to be used to support wage increases and other economic items for the current round of collective bargaining (for the period up to and including fiscal year 2018). Up to an additional total amount of $150 million will be available over the four year period from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties. Thereafter, $ 60 million per year will be available from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties.

3. If the parties decide to engage in a centralized purchase of Prescription Drugs, and savings and efficiencies are identified therefrom, there shall not be any reduction in welfare fund contributions.

4. There shall be a joint committee formed that will engage in a process to select an independent healthcare actuary, and any other mutually agreed upon additional outside expertise, to develop an accounting system to measure and calculate savings.

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

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

7. Dispute Resolution

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

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

Sincerely,

Robert W. Linn
Commissioner

Agreed and Accepted on behalf of the Municipal Labor Committee

BY: _____
Harry Nespoli, Chair

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

June 28, 2018

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

Dear Mr. Nespoli:

1. This is to confirm the parties' mutual understanding concerning the health care agreement for Fiscal Years 2019 – 2021:

    a. The MLC agrees to generate cumulative healthcare savings of $1.1 billion over the course of New York City Fiscal Years 2019 through 2021. Said savings shall be generated as follows:
        i. $200 million in Fiscal Year 2019;
        ii. $300 million in Fiscal Year 2020;
        iii. $600 million in Fiscal Year 2021, and
        iv. For every fiscal year thereafter, the $600 million per year savings on a citywide basis in healthcare costs shall continue on a recurring basis.

    b. Savings will be measured against the projected FY 2019-FY 2022 City Financial Plan (adopted on June 15, 2018) which incorporates projected City health care cost increases of 7% in Fiscal Year ("FY") 2019, 6.5% in FY 2020 and 6% in FY 2021. Non-recurring savings may be transferrable within the years FY 2019 through FY 2021 pursuant only to 1(a)(i), 1(a)(ii), 1(a)(iii) above. For example:
        i. $205 million in FY 2019 and $295 million in FY 2020 will qualify for those years' savings targets under 1(a)(i) and 1(a)(ii).
        ii. $210 million in FY 2019, $310 million in FY 2020, and $580 million in FY 2021 will qualify for those years' savings targets under 1(a)(i), 1(a)(ii), 1(a)(iii).
        iii. In any event, the $600 million pursuant to 1(a)(iv) must be recurring and agreed to by the parties within FY 2021, and may not be borrowed from other years.

c. Savings attributable to CBP programs will continue to be transferred to the City by offsetting the savings amounts documented by Empire Blue Cross and GHI against the equalization payments from the City to the Stabilization Fund for FY 19, FY 20 and FY 21, unless otherwise agreed to by the City and the MLC. In order for this offset to expire, any savings achieved in this manner must be replaced in order to meet the recurring obligation under 1(a)(iv) above.
d. The parties agree that any savings within the period of FY 2015 - 2018 over $3.4 billion arising from the 2014 City/MLC Health Agreement will be counted towards the FY 2019 goal. This is currently estimated at approximately $131 million but will not be finalized until the full year of FY 2018 data is transmitted and analyzed by the City's and the MLC's actuaries.
e. The parties agree that recurring savings over $1.3 billion for FY 2018 arising under the 2014 City/MLC Health Agreement will be counted toward the goal for Fiscal Years 2019, 2020, 2021 and for purposes of the recurring obligation under 1(a)(iv) above. This is currently estimated at approximately $40 million but will not be finalized until the full year of FY 2018 data is transmitted and analyzed by the City's and the MLC's actuaries. Once the amount is finalized, that amount shall be applied to Fiscal Years 2019, 2020, 2021 and to the obligation under 1(a)(iv).

2. After the conclusion of Fiscal Year 2021, the parties shall calculate the savings realized during the 3 year period. In the event that the MLC has generated more than $600 million in recurring healthcare savings, as agreed upon by the City's and the MLC's actuaries, such additional savings shall be utilized as follows:
   a. The first $68 million will be used by the City to make a $100 per member per year increase to welfare funds (actives and retirees) effective July 1, 2021. If a savings amount over $600 million but less than $668 million is achieved, the $100 per member per year (actives and retirees) increase will be prorated.
   b. Any savings thereafter shall be split equally between the City and the MLC and applied in a manner agreed to by the parties.

3. Beginning January 1, 2019, and continuing unless and until the parties agree otherwise, the parties shall authorize the quarterly provision of the following data to the City's and MLC's actuaries on an ongoing quarterly basis: (1) detailed claim-level health data from Emblem Health and Empire Blue Cross including detailed claim-level data for City employees covered under the GHI-CBP programs (including Senior Care and Behavioral Health information); and (2) utilization data under the HIP-HMO plan. Such data shall be provided within 60 days of the end of each quarterly period. The HIP-HMO utilization data will also be provided to the City's and MLC's actuaries within 60 days of the execution of this letter agreement for City Fiscal Year 2018 as baseline information to assess ongoing savings. The HIP-HMO data shall include: (i) utilization by procedure for site of service benefit changes; (ii) utilization by disease state, by procedure (for purposes of assessing Centers of Excellence); and (iii) member engagement data for the Wellness program, including stratifying members by three tranches (level I, II and II). The data shall include baseline data as well as data regarding the assumptions utilized in determining expected savings for comparison. The data described in this paragraph shall be provided pursuant to a data sharing agreement entered into by the City and MLC, akin to prior data agreements, which shall provide for the protection of member privacy and related concerns, shall cover all periods addressed by this Agreement (i.e., through June 30, 2021 and thereafter), and shall be executed within thirty days of the execution of this letter agreement.

4. The parties agree that the Welfare Funds will receive two $100 per member one-time lump-sum payments (actives and retirees) funded by the Joint Stabilization Fund payable effective July 1, 2018 and July 1, 2019.

5. The parties recognize that despite extraordinary savings to health costs accomplished in the last round of negotiations through their efforts and the innovation of the MLC, and the further savings which shall be implemented as a result of this agreement, that the longer term sustainability of health care for workers and their families, requires further study, savings and efficiencies in the method of health care delivery. To that end, the parties will within 90 days establish a Tripartite Health Insurance Policy Committee of MLC and City members, chaired by one member each appointed by the MLC and the City, and Martin F. Scheinman, Esq. The Committee shall study the issues using appropriate data and recommend for implementation as soon as practicable during the term of this Agreement but no later than June 30, 2020, modifications to the way in which health care is currently provided or funded. Among the topics the Committee shall discuss:

    a. Self-insurance and/or minimum premium arrangements for the HIP HMO plan.
    b. Medicare Advantage- adoption of a Medicare Advantage benchmark plan for retirees
    c. Consolidated Drug Purchasing- welfare funds, PICA and health plan prescription costs pooling their buying power and resources to purchase prescription drugs.
    d. Comparability- investigation of other unionized settings regarding their methodology for delivering health benefits including the prospect of coordination/cooperation to increase purchasing power and to decrease administrative expenses.
    e. Audits and Coordination of Benefits- audit insurers for claims and financial accuracy, coordination of benefits, pre-65 disabled Medicare utilization, End Stage Renal Disease, PICA, and Payroll Audit of Part Time Employees.
    f. Other areas- Centers of Excellence for specific conditions; Hospital and provider tiering; Precertification Fees; Amendment of Medicare Part B reimbursement; Reduction of cost for Pre-Medicare retirees who have access to other coverage; Changes to the Senior Care rate; Changes to the equalization formula.
    g. Potential RFPs for all medical and hospital benefits.
    h. Status of the Stabilization Fund.

    The Committee will make recommendations to be considered by the MLC and the City.

6. The joint committee shall be known as the Tripartite Health Insurance Policy Committee (THIPC) and shall be independent of the existing "Technical Committee." The "Technical Committee" will continue its work and will work in conjunction with the THIPC as designated above to address areas of health benefit changes. The Technical Committee will continue to be supported by separate actuaries for the City and the MLC. The City and the MLC will each be responsible for the costs of its actuary.

7. In the event of any dispute under sections 1-4 of 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 Martin Scheinman for resolution consistent with the dispute resolution terms of the 2014 City/MLC Health Agreement:
    a. Such dispute shall be resolved within 90 days.

b. The arbitrator shall have the authority to impose interim relief that is consistent with the parties' intent.
c. The arbitrator shall have the authority to meet with the parties as such times as is appropriate to enforce the terms of this agreement.
d. The parties shall share the costs for the arbitrator (including Committee meetings).

If the above conforms to your understanding, please countersign below.

Sincerely,

Robert W. Linn

Agreed and Accepted on behalf of the Municipal Labor Committee

BY: _____
Harry Nespoli, Chair