# 2021-2026 Memorandum of Agreement Civil Service Bar Association (CSBA) and the City of New York

1. Term: 5 years, 6 months (66 months) 4/18/2021 - 10/17/2026

## 2. General Wage Increases

Effective Date	General Wage Increases
a. April 18, 2021	3.00%
b. April 18, 2022	3.00% compounded
c. April 18, 2023	3.00% compounded
d. April 18, 2024	3.00% compounded
e. April 18, 2025	3.25% compounded

## 3. Additions to Gross

- a. Effective April 18, 2025, the general increase provided for in Section 2. e. shall be applied to "additions to gross." "Additions to gross" shall be defined to include uniform allowances, equipment allowances, transportation allowances, uniform maintenance allowance, assignment differentials, service increments, longevity differentials, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials.
- b. Section 3.a. does not apply to Recurring Increment Payments (RIPs) that automatically increase with wage increases.

#### 4. 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 this 2021-2026 Civil Service Bar Association ("2021-2026 CSBA MOA") to those employees who are in active payroll status and in a title covered by this 2021-2026 CSBA MOA, 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 2021-2026 CSBA MOA shall not be eligible for the lump sum cash payment.

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

## 5. Conditions of Payment

- a. The Lump sum cash payment pursuant to Section 4 of this 2021-2026 CSBA MOA shall be payable as soon as practicable upon ratification of this 2021-2026 CSBA MOA.
- b. The general wage increases pursuant to Section 2.a., 2.b. and 2.c. of this 2021-2026 CSBA MOA shall be payable as soon as practicable upon ratification of this 2021-2026 CSBA MOA.
- c. The general wage increases pursuant to Section 2.d. and 2.e. of this 2021-2026 CSBA MOA shall be payable subject to the provisions of Section 8.

#### 6. Welfare Fund

Effective April 18, 2023, there shall be a recurring \$300 per annum increase to the welfare fund contribution for active employees.

#### 7. Additional Compensation Funds

- a. The existing Recurring Increment Payments ("RIPs") available after 6 years of service, after 12 years of service, after 18 years of service and after 20 years of service shall each increase by \$402, effective April 18, 2023. Article III, Section 10 A. of the 2017-2021 Attorneys Agreement shall be deemed amended in accordance with this provision.
- b. The existing Recurring Increment Payments ("RIPs") for title code 3008G shall be equalized to the Agency Attorney and Attorney at Law RIP effective April 18, 2023. Article III, Section 10 B. of the 2017-2021 Attorneys Agreement shall be deemed amended in accordance with this provision.

#### 8. Equity Fund

The parties agree that .88% in equity funding shall be available effective October 18, 2023 and shall be used to address situations where there is demonstrable evidence of significant recruitment and retention issues and/or compelling evidence of significant

changes in job duties or qualifications. The funds available shall be based on the December 31, 2020 payroll, including spinoffs and pensions.

Any agreed upon adjustments must be mutually agreed to by the parties and the parties agree that they will conclude these equity discussions by December 31, 2023. The 3% general wage increase effective April 18, 2024 and the 3.25% general wage increase effective April 18, 2025 will not be paid until the equity discussions are concluded.

#### 9. Work Flexibility Committee

The parties agree to a remote work pilot consistent with the terms of the District Council 37 Remote Work Pilot dated May 31, 2023. The parties further agree to continue to discuss work flexibility measures to enhance the recruitment and retention of City employees and employee morale, including but not limited to compressed schedules and flexible scheduling. This agreement supersedes the April 25, 2022, Alternate Work Schedule Pilot Program letter agreement appended to the 2017-2021 Attorneys Agreement.

## 10. Prohibition of Further Economic Demands

Except as provided for in Section 8 of this 2021-2026 CSBA MOA, no Party to this agreement shall make additional economic or non-economic demands during the term of this 2021-2026 CSBA MOA.

#### 11. Payroll

Effective as soon as practicable following ratification of this agreement, all employees of Mayoral agencies, the Department of Education, and the New York City Housing Authority who receive paychecks via direct deposit shall be opted out of receiving paper pay stubs. Employees may choose to opt-in and receive paper stubs via NYCAPS Employee Self-Service or the appropriate method at employers not on NYCAPS.

## 12. Continuation of Terms

The terms of the predecessor collective bargaining agreement, MOA, and related agreements shall be continued except as modified pursuant to this 2021-2026 CSBA MOA.

#### 13. Approval of Agreement

This 2021-2026 CSBA MOA is subject to union ratification.

## FOR THE CITY OF NEW YORK

FOR THE CIVIL SERVICE BAR ASSOCIATION

RENEE CAMPION

Commissioner of Labor Relations

BY:

SAUL FISHMAN

President

Dated: August 21, 2023