

**2010-2017 CIVIL SERVICE BAR ASSOCIATION
MEMORANDUM OF AGREEMENT**

MEMORANDUM OF AGREEMENT entered into this 2nd day of February 2015, ("*2010-2017 Civil Service Bar Association MOA*", or "*2010-2017 CSBA MOA*") by and between the undersigned Civil Service Bar Association (the "Union"); and the City of New York (the "City").

WHEREAS, the undersigned parties desire to enter into collective bargaining agreements, including this *2010-2017 Civil Service Bar Association MOA* and an agreement successor to that terminating on February 17, 2010 ("*Successor Separate Unit Agreement*") to cover the employees represented by the Union ("Employees");

WHEREAS, the undersigned parties intend by this *2010-2017 Civil Service Bar Association MOA* to cover all economic and non-economic matters and to incorporate the terms of this *2010-2017 Civil Service Bar Association MOA* into the *Successor Separate Unit Agreement*, covering the periods from February 18, 2010 to August 17, 2017;

WHEREAS, the undersigned parties intend by this *2010-2017 Civil Service Bar Association MOA* to continue all of the same terms and conditions specified in the *Separate Unit Agreement*, including applicable side letters, terminating on February 17, 2010, except as modified or amended below,

NOW, THEREFORE, it is jointly agreed as follows:

1. Term: The term of this Agreement shall be from February 18, 2010 through August 17, 2017.
2. General Wage Increases
 - a. The general increases, effective as indicated, shall be:
 - i. Effective August 18, 2011, Employees shall receive a general increase of 1.00%.
 - ii. Effective August 18, 2012, Employees shall receive a general increase of 1.00% (compounded).
 - iii. Effective August 18, 2013, Employees shall receive a general increase of 1.00% (compounded).
 - iv. Effective August 18, 2014, Employees shall receive a general increase of 1.50% (compounded).
 - v. Effective August 18, 2015, Employees shall receive a general increase of 2.50% (compounded).
 - vi. Effective August 18, 2016, Employees shall receive a general increase of 3.00% (compounded).
 - 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 2(a) above on the basis of computations heretofore utilized by the parties for all such Employees.

- c. The general increase provided for in Section 2(a)(i) above shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on August 17, 2011.
- d. The general increase provided for in Section 2(a)(ii) above shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on August 17, 2012.
- e. The general increase provided for in Section 2(a)(iii) above shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on August 17, 2013.
- f. The general increase provided for in Section 2(a)(iv) above shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on August 17, 2014.
- g. The general increase provided for in Section 2(a)(v) above shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on August 17, 2015.
- h. The general increase provided for in Section 2(a)(vi) above shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on August 17, 2016.
- i. The general increase shall be applied to the base rates, incremental salary levels and the minimum "hiring rates", minimum "incumbent rates" and maximum rates (including levels) if any, fixed for the applicable titles.
- j. Notwithstanding the provision set forth in Section 2 a. i., ii., iii., iv., v., and vi., the appointment rate for any Employee newly hired on or after February 18, 2010 shall be in accordance with Article III, Section 4 ("New Hires") of the *2008-2010 Attorneys Agreement*.

3. Additions to Gross

- a. Effective August 18, 2016, the general increase provided for in Section 2(a)(vi) 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 \$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, and shall not be part of the Employee's basic salary rate.

5. Conditions of Payment

- a. The lump sum cash payment pursuant to Section 4 of this *2010-2017 CSBA MOA* shall be payable as soon as practicable upon ratification of this *2010-2017 CSBA MOA*.
- b. The general increases pursuant to Section 2(a)(i)-(iv) *2010-2017 CSBA MOA* shall be payable as soon as practicable upon execution of this *2010-2017 CSBA MOA*.
- c. The general increases pursuant to Section 2(a)(v) of this *2010-2017 CSBA MOA* shall be payable as soon as practicable after the effective date of such increases of this *2010-2017 CSBA MOA*.
- d. The general increases provided in Section 2(a)(vi) of this *2010-2017 CSBA MOA* shall be payable as soon as practicable upon the execution of the *Successor Separate Unit Agreement*.

6. Discussions Concerning Savings

Nothing contained in this MOA 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 15 months after the date of ratification of this MOA 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 MOA as stated in Section 2(a)(vi) shall not be paid unless and until: (1) these discussions are completed by the parties; (2) the parties mutually agree to extend the deadline; or (3) following 15 months after the ratification date of this MOA, either party terminates these discussions, in which case the payment will be made pursuant to the final wage increase in Section 2(a)(vi).

7. Additional Compensation Funds

Effective February 18, 2017, the Union shall have available funds not to exceed 0.78% to purchase recurring benefits, mutually agreed to by the parties, other than to enhance the general wage increases set forth in Section 2 or the hiring rate for new employees. The funds available shall be based on the December 31, 2011 payroll, including spinoffs and pensions. The parties have agreed on the following use for these funds:

- (a) The Longevity Differential available after 5 years of service under Article III, Section 9 of the *2008-2010 Attorneys Agreement* shall increase by \$218, effective December 18, 2014.
- (b) Recurring Increment Payment.

- i. The existing Recurring Increment Payments (“RIPs”) available after 6 years of service, after 8 years of service and after 12 years of service shall each increase by \$180, effective December 18, 2014. In addition, a new RIP available after 18 years of service shall be established at \$180, effective December 18, 2014. Article III, Section 11 of the *2008-2010 Attorneys Agreement* shall be deemed amended in accordance with this provision.
 - ii. The 20-year RIP that took effect on February 17, 2010 shall increase by \$180, effective December 18, 2014. The *Successor Separate Unit Agreement* shall reflect the RIP at this higher level.
- (c) There shall be a \$100 increase in the Union’s active welfare fund, effective February 18, 2017.

The above items fully expend the CSBA’s 2010-17 0.78% additional compensation fund.

8. Prohibition on Further Economic Demands

Except as provided for in Sections 6 and 7 of this agreement, no party to this agreement shall make additional economic demands during the term of this *2010-2017 CSBA MOA* or during the negotiations for the applicable *Successor Separate Unit Agreement*.

9. 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 CSBA MOA*.

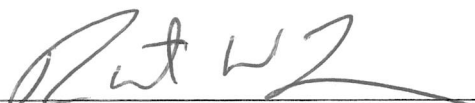
10. The final general wage increase in this MOA as specified in Section 2(a)(vi) shall not be paid unless and until there is a signed *Successor Separate Unit Agreement*.

11. CLE Attendance

- a. Attorneys may attend, on City time, CLE classes offered outside their agencies, provided:
 - (i) the CLE course is work-related; and
 - (ii) attendance is approved by the Employer.
- b. Such attendance may be limited to courses totaling no more than 24 CLE credits during a two-year cycle.
- c. The Employer’s determination to not allow an employee to attend a CLE shall be final and shall not be subject to the grievance procedure.

12. This Memorandum of Agreement is subject to ratification by the Union.

FOR THE CITY OF NEW YORK

BY: 
ROBERT W. LINN
Commissioner of Labor Relations

DATE: Feb. 2, 2015

FOR THE CIVIL SERVICE BAR ASSOCIATION

BY: 
SAUL FISHMAN
President

DATE: Feb. 2, 2015



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

CHRIS BERNER
Chief of Staff

GEORGETTE GESTELY
Director, Employee Benefits Program

February 2, 2015

Saul Fishman, President
Civil Service Bar Association
216 West 14th Street, 7th Floor
New York, NY 10011

Re: CSBA Continuing Legal Education Courses

Dear Mr. Fishman:

This letter will confirm certain mutual understandings and agreements between the City of New York ("City") and the Civil Service Bar Association ("CSBA" or "Union").

The parties agree that in the interest of promoting the professional development of active CSBA members and increasing their access to Continuing Legal Education ("CLE") courses on topics relevant to their work responsibilities, the City, through the New York City Law Department, is committed to working with the CSBA attorneys to consider proposals for CLE courses for City attorneys, to be delivered at the Law Department by CSBA members. CSBA, through its CLE committee, shall designate attorneys to develop proposals in furtherance of this agreement.

It is understood that in order for said proposals to become Law Department-approved CLE courses, the CSBA attorneys must satisfy all the requirements of the New York State CLE Board's rules and regulations, as well as the Law Department's policies and procedures concerning CLE courses. In developing proposed courses, CSBA attorneys will follow the Department's guidelines (the "Guidelines") for presenting a course for CLE credit. CLE courses delivered by CSBA attorneys must be open to all City attorneys. As outlined more fully in the Guidelines, CSBA attorneys serving as course faculty would be engaged in organizing the course, producing thorough, high-quality professional written materials (as required by the state CLE regulations) and presenting the course.

Provided that the proposed CLE course satisfies all applicable requirements, the Law Department, as an Accredited Provider of CLE, will provide CLE credit for the course to City attorneys, including CSBA members.

It is further understood that CSBA attorneys shall be required to obtain supervisory approval before spending any City time in the development of CLE courses pursuant to this agreement.

If the above accords with your understanding, please execute the signature line provided below.

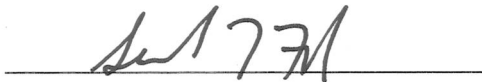
Very truly yours,

A handwritten signature in dark ink, appearing to read 'Robert W. Linn', written over a horizontal line.

Robert W. Linn

Agreed and Accepted on Behalf of CSBA

BY:

A handwritten signature in dark ink, appearing to read 'Saul Fishman', written over a horizontal line.

Saul Fishman, President



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

CHRIS BERNER
Chief of Staff

GEORGETTE GESTELY
Director, Employee Benefits Program

February 2, 2015

Saul Fishman, President
Civil Service Bar Association
216 West 14th Street, 16th Floor
New York, New York 10011-7296

Re: 2010-2017 Attorneys Agreement

Dear Mr. Fishman:

This letter will confirm certain mutual understandings and agreements between the City of New York ("City") and the Civil Service Bar Association ("Union"). In service of the needs of both parties and in the interest of sound labor relations, the City and Union agree as follows:

- Upon request by either the Union or the City, specific issues relating to involuntary relocations of personnel will be the subject of Labor-Management Committee (the "Committee") meetings as necessary in appropriate departments or agencies. This provision shall in no way limit or abridge the rights of agencies to relocate employees.
- The Professional Development Committee established pursuant to Article XIX of the *2008-2010 Attorneys Agreement* (as incorporated in the *Separate Successor Unit Agreement*) shall convene within 120 days of the ratification of the *2010-2017 Civil Service Bar Association MOA*. The Professional Development Committee shall thereafter meet regularly.
- The above-understandings are not intended to invalidate any of the terms and conditions of the *2008-2010 Attorneys Agreement* (as incorporated in the *Separate Successor Unit Agreement*). Should a conflict arise, the *2008-2010 Attorneys*

Agreement (as incorporated in the Separate Successor Unit Agreement) shall control.

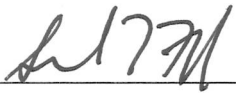
If the above accords with your understanding, please execute the signature line provided below.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'R. W. Linn', written over a horizontal line.

Robert W. Linn

Agreed and Accepted on Behalf of CSBA

BY: 
Saul Fishman, President



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.

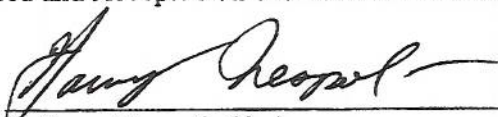
If the above accords with your understanding and agreement, kindly execute the signature line provided.

Sincerely,

A handwritten signature in dark ink, appearing to read 'R. W. Linn', written in a cursive style.

Robert W. Linn
Commissioner

Agreed and Accepted on behalf of the Municipal Labor Committee

BY: 
Harry Nespoli, Chair