

**2017-2021 Memorandum of Agreement**  
**Communication Workers of America, Local 1183 and the City of New York**

1. Term: 3 years and 7 months (43 months)

6/19/2017-1/18/2021

2. General Wage Increases

<u>Effective Date</u>	<u>General Wage Increases</u>
i. June 19, 2017	2.00%
ii. June 19, 2018	2.25% compounded
iii. July 19, 2019	3.00% compounded

3. Additions to Gross

- i. 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

- i. The general wage increases pursuant to Section 2(i) and (ii) of this MOA shall be payable as soon as practicable upon the ratification of the *2017-2021 CWA, Local 1183 MOA*.
- ii. The general wage increase pursuant to Section 2(iii) of this MOA shall be payable as soon as practical after the effective date of such increases of the *2017-2021 CWA, Local 1183 MOA*.

5. Longevity Increment

- i. Effective April 19, 2018, employees with 5 years or more of “City” service in pay status shall receive a longevity increment of \$516.

- ii. Effective April 19, 2018, employees with 10 years or more of “City” service in pay status shall receive an additional longevity increment of \$300, plus the 5 year longevity increment of \$516, for a total longevity payment of \$816.
- iii. Effective April 19, 2018, employees with 15 years or more of “City” service in pay status who are not in a title already eligible for a longevity differential or service increment established by the Salary Review or Equity Panel shall receive an additional longevity increment of \$600, plus the 10 year longevity increment of \$816, for a total longevity payment of \$1416.
- iv. Effective April 19, 2018, employees with 20 years or more of “City” service in pay status who are not in a title already eligible for a longevity differential or service increment established by the Salary Review or Equity Panel shall receive an additional longevity increment of \$65, plus the 15 year longevity increment of \$1416, for a total longevity payment of \$1481.
- v. Effective April 19, 2018, employees with 25 years or more of “City” service in pay status who are not in a title already eligible for a longevity differential or service increment established by the Salary Review or Equity Panel shall receive an additional longevity increment of \$100, plus the 20 year longevity increment of \$1481, for a total longevity payment of \$1581.
- vi. Effective April 19, 2018, employees with 30 years or more of “City” service in pay status who are not in a title already eligible for a longevity differential or service increment established by the Salary Review or Equity Panel shall receive an additional longevity increment of \$110, plus the 25 year longevity increment of \$1581, for a total longevity payment of \$1691.
- vii. Effective April 19, 2019, employees with 5 years or more of “City” service in pay status shall receive a longevity increment of \$566.
- viii. Effective April 19, 2019, employees with 10 years or more of “City” service in pay status shall receive an additional longevity increment of \$350, plus the 5 year longevity increment of \$566, for a total longevity payment of \$916.
- ix. Effective April 19, 2019, employees with 15 years or more of “City” service in pay status who are not in a title already eligible for a longevity differential or service increment established by the Salary Review or Equity Panel shall receive an additional longevity increment of \$650, plus the 10 year longevity increment of \$916, for a total longevity payment of \$1566.
- x. Effective April 19, 2019, employees with 20 years or more of “City” service in pay status who are not in a title already eligible for a longevity differential or service

increment established by the Salary Review or Equity Panel shall receive an additional longevity increment of \$137, plus the 15 year longevity increment of \$1566, for a total longevity payment of \$1703.

- xi. Effective April 19, 2019, employees with 25 years or more of “City” service in pay status who are not in a title already eligible for a longevity differential or service increment established by the Salary Review or Equity Panel shall receive an additional longevity increment of \$200, plus the 20 year longevity increment of \$1703, for a total longevity payment of \$1903.
- xii. Effective April 19, 2019, employees with 30 years or more of “City” service in pay status who are not in a title already eligible for a longevity differential or service increment established by the Salary Review or Equity Panel shall receive an additional longevity increment of \$212, plus the 25 year longevity increment of \$1903, for a total longevity payment of \$2115.
- xiii. The rules for eligibility for the longevity increment described in this Section are set forth in Appendix A to the *2017-2021 CWA, Local 1183 MOA*.

6. Prohibition of Further Economic Demands

No party to this agreement shall make additional economic demands during the term of the *2017-2021 CWA, Local 1183 MOA*.

7. 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 B and are deemed to be part of the *2017-2021 CWA, Local 1183 MOA*.

8. Paid Family Leave

The parties agree to work together to “opt-in” to the New York State Paid Family Leave program as soon as practicable following the ratification of the *2017-2021 CWA, Local 1183 MOA* and agree to take the necessary steps to implement.

9. Union Rights

The parties shall adopt the Modifications to Articles Article VI and Article XII of the Board of Elections Collective Bargaining Agreement between the parties contained in the attached document.

**10. Continuation of Terms**

The terms of the predecessor separate unit agreement shall be continued except as modified pursuant to the 2017-2021 CWA, Local 1183 MOA.

**11. Direct Deposit**

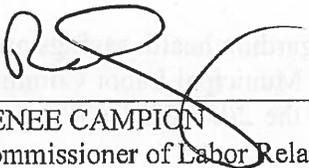
Effective the day after this agreement is ratified, the Employer may require that all newly hired employees be paid exclusively through direct deposit or electronic funds transfer. For employees on direct deposit, the employer may provide pay stubs electronically except where the employee has requested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

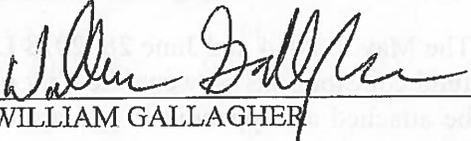
**11. Approval of Agreement**

This Agreement is subject to union ratification.

**FOR THE CITY OF NEW YORK**

BY:   
RENEE CAMPION  
Commissioner of Labor Relations

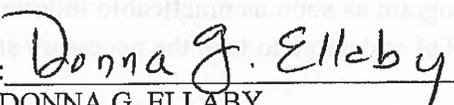
**FOR COMMUNICATION WORKERS OF AMERICA, AFL-CIO**

BY:   
WILLIAM GALLAGHER

**BOARD OF ELECTIONS**

BY:   
JOHN WM. ZACCONE  
President, Board of Elections in the City of New York

**FOR COMMUNICATION WORKERS OF AMERICA, LOCAL 1183, AFL-CIO**

BY:   
DONNA G. ELLABY  
President, Local 1183

Mush 12, 2019   
~~February~~, 2019

Appendix A  
Longevity Increment Eligibility Rules

The following rules shall govern the eligibility of Employees for the longevity increments provided for in Section 5 of the *2017-2021 CWA, Local 1183 MOA*.

1. Only service in pay status shall be used calculate the 5, 10, 15, 20, 25, and 30 years of service, except that for other than full time per annum Employees only a continuous year of service in pay status shall be used to calculate the 5, 10, 15, 20, 25, and 30 years of service. A continuous year of service shall be a full year of service without a break of more than 31 days. Where the regular and customary work year for a title is less than a twelve month year such as a school year, such regular and customary year shall be credited as a continuous year of service counting towards the 5, 10, 15, 20, 25, and 30 years of service. If the normal work year for an Employee is less than the regular and customary work year for the Employee's title, it shall be counted as a continuous year of service if the Employee has customarily worked that length of work year and the applicable agency verifies that information.
2. Service in pay status prior to any breaks in service of more than one year shall not be used to calculate the 5, 10, 15, 20, 25, and 30 years of service. Where an Employee has less than seven years of continuous service in pay status, breaks in service of less than one year shall be aggregated. Where breaks in service aggregate to more than one year they shall be treated as a break in service of more than one year and the service prior to such breaks and the aggregated breaks shall not be used to calculate the 15 , 20, 25, and 30 years of service. No break used to disqualify service shall be used more than once.
3. The following time in which an Employee is not in pay status shall not constitute a break in service as specified in the paragraph 2 above.
  - a. time on a leave approved by the proper authority which is consistent with **the Personnel Rules and Regulations of the City of New York** or the appropriate personnel authority of a covered organization.
  - b. time prior to a reinstatement.
  - c. time on a preferred list pursuant to **Civil Service Law Sections 80 and 81** or any similar contractual provision.
  - d. time not in pay status of 31 days or less.

Notwithstanding the above, such time as specified in subsection a, b and c above shall not be used to calculate the 5, 10, 15, 20, 25, and 30 years of service.

4. Once an Employee has completed the 5 years of "City" service in pay status and is eligible to receive the 5 year longevity increment and the additional 10 year, 15 year, 20 year, 25 year, and 30 year longevity increments, the 5 year longevity increment and the additional longevity increments shall become part of the Employee's base rate for all purposes except as provided in paragraph 5 below.
  
5. The 5 year longevity increment and the additional 10 year, 15 year, 20 year, 25 year, and 30 year longevity increments shall not become pensionable until fifteen months after the Employee becomes eligible to receive such increment. Fifteen months after the Employee becomes eligible to receive the longevity increment, such longevity increment shall become pensionable and as part of the Employee's base rate, shall be subject to the general increases provided in Section 2 of the 2017-2021 MOA.



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.

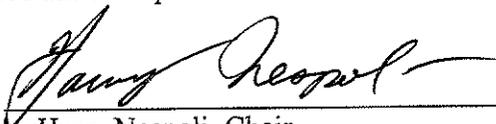
If the above accords with your understanding and agreement, kindly execute the signature line provided.

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 III). 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).

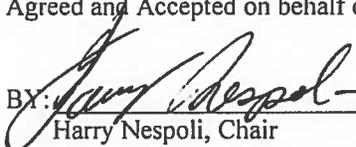
If the above conforms to your understanding, please countersign below.

Sincerely,



Robert W. Linn

Agreed and Accepted on behalf of the Municipal Labor Committee

BY: 

Harry Nespoli, Chair

## ARTICLE VI - UNION ACTIVITY

### Section 1.

Time spent by Union officials and representatives in the conduct of labor relations shall be governed by the provisions of Mayor's Executive Order No. 75, as amended, dated March 22, 1973 or any successor or thereto. No Employee shall otherwise engage in Union activities during the time the Employee is assigned to the Employee's regular duties.

### 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 arbitration hearings.

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

Leave with pay for such time as is necessary to testify at their hearings shall be granted to Employees who, after final adjudication of proceedings under Section 210 paragraph 2h of the Civil Service Law are determined not to have been in violation of Section 210.

### Section 4.

- a. Where orientation kits are supplied to new Employees, unions certified to represent such Employees shall be permitted to have included in the kits union literature, provided such literature is first approved for such purpose by the Office of Labor Relations.
- b. The Employer shall distribute to all newly hired Employees information regarding their union administered health and security benefits, including the name and address of the fund that administers said benefits, provided such fund supplies the Employer the requisite information printed in sufficient quantities.
- c. Within thirty (30) days of an employee being employed, reemployed or transferred to a new bargaining unit, the employer shall notify the bargaining unit's certified representative of the employee's name, home address when available, job title, employing agency, department or other operating unit, work email address and work location.
- d. Within thirty (30) days of providing such notice under Section 4(d), the employer shall allow a duly appointed representative of the certified union to meet with such employee for a reasonable amount of time during his or her work time without charge to leave credits, provided that such meeting does not disrupt agency operations and that arrangements for such meeting be scheduled in consultation with a designated representative of the Employer. Where practicable, this requirement may be satisfied by allowing each certified union a reasonable amount of time

during a formal employee orientation program to provide membership information to employees.

#### **Section 5.**

- 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 (1) employee is no longer employed in a title represented by the union or (2) the employee revokes such dues check off authorization pursuant to and in accordance with the terms of the dues check off authorization card.

#### **Section 6.**

- a.** Each certified union may use the Employer's electronic mail systems for communication and distribution of union information so long as such use conforms to the City of New York Policy on Limited Personal Use of City Office and Technology Resources or equivalent policy. Nothing contained herein shall limit the Employer's right to amend its Limited Use Policies.
- b.** The Employer shall provide local bulletin boards at each work location in areas mutually agreed upon for the exclusive use of the certified union.

### **ARTICLE XII – PERSONNEL PRACTICE**

#### **Section 12.**

When a permanent Employee is summoned to an interview which may lead to a disciplinary action and which is conducted by someone outside the normal supervisory chain of command, the following procedure shall apply:

- (a)** Employees who are summoned to the appropriate office of the Board shall be notified, whenever feasible, in writing, at least two (2) work days in advance of the day on which the interview or hearing is to be held, and a statement of the reason for the summons shall be attached, except where an emergency is present or where considerations of confidentiality are involved.
- (b)** Whenever such an Employee is summoned for an interview or hearing for the record which may lead to disciplinary action, the Employee shall be entitled to be accompanied by a Union representative or a lawyer, and the Employee shall be informed of this right, however the Union shall not be required to provide representation to Employees who are not members of the Union at the time of the incident(s) prompting the interview/hearing and/or are not members at the time of the interview/hearing. If a statement is taken, the Employee shall be entitled to a copy.

- (c) Wherever possible, such hearings and interviews shall be held in physical surroundings which are conducive to privacy and confidentiality.