

2011-2018 MEMORANDUM OF AGREEMENT
NEW YORK CITY DEPUTY SHERIFFS ASSOCIATION AND THE CITY
OF NEW YORK

MEMORANDUM OF AGREEMENT entered into this 7th day of April 2016, by and between the undersigned New York City Deputy Sheriffs Association (the "Union") and the City of New York (the "City").

WHEREAS, the undersigned parties desire to enter into a collective bargaining agreement, including this *2011-2018 MOA* and the agreement successor to the one terminating on April 30, 2011 to cover the employees represented by the Union;

WHEREAS, the undersigned parties intend by this *2011-2018 MOA* to cover all economic and non-economic matters and to incorporate the terms of this *2011-2018 MOA* into the *Successor Separate Unit Agreement*, covering the period from May 1, 2011 through April 30, 2018;

WHEREAS, the undersigned parties intend by this *2011-2018 MOA* to continue all of the same terms and conditions specified in the *Separate Unit Agreement*, including applicable side letters, terminating on April 30, 2011, except as modified or amended below,

NOW, THEREFORE, it is jointly agreed as follows:

1. Term: 5/1/2011 – 4/30/2018

2. 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.

- a. Part-time per annum and full-time per diem Employees shall receive a pro-rata lump sum cash payment the computation of which shall be based on service during the period from May 1, 2014 through April 30, 2015.
- b. Part-time per annum, part-time per diem (including seasonal appointees), per session, hourly paid Employees and Employees whose normal work year is less than a full calendar year shall receive a pro-rata portion of the lump sum cash payment based on their regularly scheduled hours and the hours in a full calendar year.
- c. The lump sum cash payments shall not become part of the Employee's basic salary rate nor be added to the Employee's basic salary for the

calculation of any salary based benefits including the calculation of future collective bargaining increases.

- d. For circumstances that were not anticipated by the parties, the First Deputy Commissioner of Labor Relations may elect to issue, on a case-by-case basis, interpretations concerning the application of Section 2 of this *2011-2018 MOA*. Such case-by-case interpretations shall not be subject to any dispute resolution procedures as per past practice of the parties.

3. General Wage Increases

- a.
 - i. Effective April 1, 2012, Employees shall receive a general increase of 1.00%.
 - ii. Effective November 1, 2012, Employees shall receive a general increase of 1.00%.
 - iii. Effective November 1, 2013, Employees shall receive a general increase of 1.00%.
 - iv. Effective November 1, 2014, Employees shall receive a general increase of 1.00%.
 - v. Effective November 1, 2015, Employees shall receive a general increase of 1.50%.
 - vi. Effective November 1, 2016, Employees shall receive a general increase of 2.50%.
 - vii. Effective November 1, 2017, Employees shall receive a general increase of 3.00%.
- 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 3a on the basis of computations heretofore utilized by the parties for all such Employees.
- c. The general increases provided for in Section 3a above shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on the day prior to the general increase, e.g. the general increase provided for in Section 3 a.i shall be based on the base rates (including salary or incremental salary schedules) of the applicable titles in effect on March 31, 2012.

d. The general increases 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.

4. Annuity Increases

- a. Effective June 1, 2014, the annual annuity contribution shall be increased by \$146, for a total contribution of \$1,495 per annum.
- b. Effective November 1, 2017, the annual annuity contribution shall be increased by \$79.20, for a total contribution of \$1,574.20 per annum.

5. Conditions of Payment

- i. The lump sum cash payment pursuant to Section 2. of this *2011-2018 MOA* shall be payable as soon as practicable upon ratification of this *2011-2018 MOA*.
- ii. The general increases pursuant to Section 3a. i., ii., iii., iv., and v. of this *2011-2018 MOA* shall be payable as soon as practicable upon execution of this *2011-2018 MOA*.
- iii. The general increases pursuant to Section 3a. vi. of this *2011-2018* shall be payable as soon as practicable after the effective date of such increases.
- iv. The general increases provided in Section 3a. vii. of this *2011-2018 MOA* shall be payable as soon as practicable after the effective date of such increases and the execution of the successor unit agreement.

6. General Municipal Law Section 207-c Procedure

The parties hereby agree to the procedure attached to this agreement as Appendix A to administer line of duty injury benefits pursuant to Section 207-c of the General Municipal Law. This procedure shall be implemented as soon as practicable, and shall replace the previously existing Line of Duty Injury provisions.

7. Prohibition of Further Economic Demands

Except as provided for in Section 10 of the Agreement, no Party to this agreement shall make additional economic demands during the term of this *2011-2018 MOA* or during the negotiations for the applicable *Successor Separate Unit Agreement*.


8. Health Savings and Welfare Fund Contributions

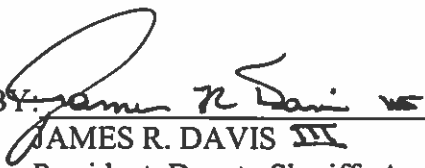
The May 5, 2014 Letter Agreement regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee, will be attached as an Appendix, and is deemed to be part of this *2011-2018 ABI MOA*.

9. The final general wage increase in this Agreement as specified in Section 3a.vii shall not be paid unless and until there is a signed separate unit agreement.
10. Nothing contained in this current Agreement 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 24 months after the date of ratification of the Agreement 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 Agreement as stated in Section 3a.vii shall not be paid unless and until these discussions are completed by the parties or unless the parties mutually agree to extend the deadline.
11. The parties agree to continue their ongoing discussions regarding certain non-economic issues, but the final general wage increase in this Agreement as specified in Section 3a.vii shall not be paid unless and until there is a signed separate unit agreement.
12. This Agreement is subject to union ratification.

FOR THE CITY OF NEW YORK

**FOR NYC DEPUTY SHERIFFS
ASSOCIATION**

BY 
ROBERT W. LINN
Commissioner of Labor Relations

BY 
JAMES R. DAVIS III
President, Deputy Sheriffs Association

APPENDIX A – GML 207-c Procedure

Section 1. Purpose

The following procedure shall be utilized to make determinations in regard to benefits and/or light duty assignments authorized by Section 207-c of the General Municipal Law.

The term "employee", as used herein, shall include all Deputy Sheriffs and Supervising Deputy Sheriffs employed by the New York City Department of Finance ("DOF," or "Employer").

For purposes of this procedure and General Municipal Law 207-c, any reference to the Sheriff or the Sheriff's Office shall mean the Department of Finance.

Section 2. Notice of Disability

An employee who alleges to be injured in the performance of duties shall file with DOF, within five (5) days of the incident causing such injury, a General Municipal Law 207-c application (hereinafter "Application"). All injuries incurred in the performance of duties must be reported by submission of such an application regardless of whether the officer lost time or received medical attention. If the employee is unable to file the application within five (5) days due to his or her injury, a representative may file the application on his or her behalf. If the severity of the injury prevents the filing of such application within five (5) days, the application shall be filed as soon as practicable.

In the event further medical verification is deemed necessary, the officer will submit to medical examination as directed by DOF as detailed in this procedure, including those detailed in Sections 4 and 5, below.

Employees shall continue to file worker's compensation claims as they did prior to establishment of this procedure, and continue to be subject to existing rules and regulations relating to worker's compensation.

Section 3. Status Pending Determination of Eligibility for Benefits

- (a) In the event an employee asserts an inability to perform some or all of his or her duties due to an injury suffered in the performance of such duties, he or she shall be placed on sick leave until such time as it is determined whether he or she is eligible for the benefits of Section 207-c.

- (b) In the case of any employee who has no sick leave time accrued to his/her credit, DOF will advance sick leave for the purposes of this Section 3, until such time as a determination pursuant to Section 4, below, is made. In the event that the employee is denied 207-c eligibility and either the employee does not appeal this denial, or after appealing the denial, the denial of benefits is upheld, the employee will reimburse DOF in time or money for the sick leave time advanced.
- (c) In the event that an employee is found to be eligible for Section 207-c benefits, DOF will restore all sick leave used by the employee while the determination was pending.

Section 4. Benefit Determinations

An application for the benefits of Section 207-c of the General Municipal Law shall be processed in the following manner:

- (a) DOF shall receive the application for the benefits and, within one (1) month of receipt, the Commissioner or his designee shall make a determination as to whether the applicant was injured in the performance of duty and is unable to perform his or her regular duties by reason of such injury. If he so determines, DOF shall pay the full amount of the employee's regular salary or wages until the disability arising from the injury has ceased, the employee is able to return to his or her regular duties, the employee is assigned to light duty in accordance with this procedure, or benefits are otherwise discontinued pursuant to this procedure and GML 207-c.
- (b) The City will be responsible for the cost of any medical care associated with the injury of any employee granted 207-c benefits under this section. The employee shall submit any medical bills or requests for reimbursement of medical costs to the Worker's Compensation Division of the New York City Law Department.
- (c) In order to determine an employee's initial or continued eligibility for Section 207-c benefits, DOF may require the employee to submit to one or more medical examinations as may be necessary to determine the existence of a disability or illness and its extent. To resolve a question of initial or continued eligibility for the benefits, the Sheriff shall make a decision on the basis of medical evaluations and other information as may be available and/or as may be provided by the employee. An employee or his/her representative may produce any document, sworn statement, or other record relating to the alleged injury or sickness or the incident alleged to have caused such. DOF shall have the authority to order an independent medical examination by a physician of the employer's choosing;

may at reasonable times and at reasonable notice, require the attendance of the employee or any witness to an incident to secure information; may require the employee to sign a release or waiver for information of his/her medical history; and may undertake any other reasonable act necessary for making a determination pursuant to this procedure.

All medical examinations directed by DOF shall be at the expense of the Employer.

- (d) DOF may, at any time, review an employee's continued eligibility for Section 207-c benefits. In the event it is determined the employee is no longer eligible for continued Section 207-c benefits, DOF shall direct the employee to return to his or her regular assigned duties. If the employee refuses to do so, such benefits will be discontinued effective the date the employee was directed to report for duty.
- (e) The employee shall be notified in writing of any determination made concerning initial or continued eligibility for benefits. In the event an employee is denied initial or continued eligibility, he or she may request a hearing in accordance with the procedure set forth in Section 6 of this procedure.

Section 5. Assignment to Light Duty

As authorized by the provisions of Subdivision 3 of Section 207-c, DOF, on its own initiative or at the request of the employee, may assign a disabled employee to a light duty assignment. Prior to making a light duty assignment, DOF shall advise the employee receiving benefits under Section 207-c that his/her ability to perform a light duty assignment is being reviewed. Such an employee may submit to DOF any document or other evidence in regard to the extent of his/her disability. DOF may cause a medical examination or examinations of the employee, to be made at the expense of the Employer. The physician selected shall be provided with the list of types of duties and activities associated with a proposed light duty assignment and shall make an evaluation as to the ability of the disabled employee to perform certain duties or activities, given the nature and extent of the disability. Upon review of the medical assessment of the employee's ability to perform a proposed light duty assignment and other pertinent information, DOF may order the employee to a light duty assignment consistent with medical opinion and such other information as he or she may possess. Pursuant to Section 207-c, if the employee refuses to perform the designated light duty assignment, his/her 207-c benefit shall be discontinued effective the date the employee was directed to report to perform the assigned light duties. If the employee wishes to challenge the discontinuance of benefits, he/she may do so pursuant to Section 6 below.

Section 6. Appeal of Adverse Determinations

In the event that an employee disagrees with any determination regarding a proposed light duty assignment or the initial or continued eligibility for benefits, he or she shall submit a medical assessment to DOF indicating he or she is not medically able to perform his or her regular or assigned light duties, and the following procedure shall apply:

- (a) DOF shall order an additional medical examination at the expense of the employer to determine if the employee is able to perform his or her regular or assigned light duties. The results of such examination shall be forwarded to both parties. Subsequent to receipt of the results of such examination, the parties shall meet to attempt to resolve the dispute.
- (b) In the event the matter is not resolved, the employee shall submit a request for a hearing to DOF. DOF shall appoint a hearing officer, who shall convene a hearing within fifteen (15) business days after receipt of the request for a hearing. The parties shall have the opportunity to present witnesses and documentary evidence.
- (c) Within fifteen (15) business days after the hearing, the hearing officer shall issue a written determination to the Commissioner or his designee, based upon the evidence presented at the hearing, recommending that the initial determination be affirmed or reversed. The medical opinion of the physician appointed pursuant to Section 6 (a) shall be controlling unless disproven by clear and convincing evidence.
- (d) The Commissioner or his designee shall, within five (5) business days of receipt, make a final determination regarding the eligibility of the employee for continued Section 207-c benefits.
- (e) In the event the union wishes to appeal the final determination under Section 6 (d), it may, within fifteen (15) business days of receipt of the determination, make an appeal to binding arbitration under Article VI of the Parties' Collective Bargaining Agreement. In such arbitration, the medical opinion of the physician appointed pursuant to Section 6 (a) shall be controlling unless disproven by clear and convincing evidence. This shall be the sole and exclusive means of appeal of determinations under Section 6 (d). The parties shall mutually agree upon a panel of arbitrators to hear disputes under this procedure.
- (f) Any time limits under this section may be modified by mutual agreement of the parties.

Section 7. Reasonable Requests

Any employee who fails to abide by a reasonable request made pursuant to this procedure shall be deemed to have waived his/her right to such benefits until compliance with the request. If the employee wishes to challenge a decision made pursuant to this Section 7, he/she may do so pursuant to a hearing under Section 6, above.

Section 8. Disability Retirement

DOF may, at any time, submit to the New York City Employee Retirement System an application for disability retirement for an employee who is receiving Section 207-c benefits. In the event that a disability retirement is granted, benefits pursuant to Section 207-c and this procedure shall cease.

Section 9. Continuation of Contract Benefits

- (a) While on leave pursuant to Section 207-c for a period not exceeding eighteen (18) months, the employee shall be entitled to all contractually negotiated benefits, including leave accrual and annuity payments.
- (b) While on leave pursuant to Section 207-c for any period exceeding eighteen (18) months, the employee shall be entitled to payment of salary and longevity.

Section 10. Outside Employment

Section 207-c benefits are afforded to employees only when they act within the scope of their City employment and in discharge of official duties. Employees injured performing work for private employers, including employees injured while affecting an arrest in furtherance of the private employer's interest, will not receive Section 207-c benefits for such injuries.

Section 11. Assignment of Judgment or Settlement

An employee shall, as a condition of receiving benefits under this procedure, execute an assignment of the proceeds of any judgment or settlement in any third-party action arising from the injury, in the amount of the pay received pursuant to this procedure.



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