Office of Labor Relations

22 Cortlandt Street, New York, NY 10007
nyc.gov/olr

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES

FROM: RENEE CAMPION, COMMISSIONER

SUBJECT: EXECUTED CONTRACT: ATTORNEYS

TERM: AUGUST 18, 2017 TO APRIL 17, 2021

Attached for your information and guidance is a copy of the executed contract entered into by the Commissioner of Labor Relations behalf of the City of New York and Local 237, International Brotherhood of Teamsters, and its affiliate, the Civil Service Bar Association on behalf of the incumbents of positions listed in Article I of said contract.

The contract incorporates terms of an agreement reached through collective bargaining negotiations and related procedures.

DATED: February 24, 2023

OFFICE OF LABOR RELATIONS
REGISTRATION
OFFICIAL CONTRACT

NO: 3001

DATE: February 24, 2023

2017-2021 Attorneys Agreement

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AGREEMENT entered into this 24th day of February , 2023 by and between the City of New York and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf (hereinafter referred to jointly as the "Employer"), and Local 237, International Brotherhood of Teamsters, and its affiliate, the Civil Service Bar Association (hereinafter referred to jointly as the "Union"), for the period from August 18, 2017 to April 17, 2021.

WITNESSETH:

WHEREAS, the parties hereto have entered into collective bargaining and desire to reduce the results thereof to writing,

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the bargaining unit set forth below, consisting of employees of the Employer, wherever employed, whether full time, part time per annum, hourly or per diem, in the below listed title(s), and in any successor title(s) that may be certified by the Board of Certification of the Office of Collective Bargaining to be part of the unit herein for which the Union is the exclusive collective bargaining representative and in any positions in Restored Rule X titles of the Classified Service, the duties of which are or shall be equated by the City Personnel Director and the Director of the Budget for salary purposes to any of the below listed title(s):

Title Code	Title
30087	Agency Attorney
3008G	Agency Attorney***
30086	Agency Attorney Interne
30085	Attorney at Law *
06517	Senior Student Legal Specialist (Law Department)
05072	Student Legal Specialist
05073, 30105	Student Legal Assistant
6044	Student Legal Assistant (Sanitation)**

* **For present incumbents only**

** **Title deleted from the Classification of the City of New York in May 2014**

*** **8,OCB 2d 26 (BOC 2015) former Assistant Advocate-PD, title code 3008G**

23001

Section 2.

The terms "employee" and "employees" as used in this Agreement shall mean only those persons in the unit described in Section 1 of this Article.

ARTICLE II - DUES CHECKOFF

Section 1.

The Union shall have the exclusive right to the checkoff and transmittal of dues on behalf of each employee in accordance with the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "Regulations Relating to the Checkoff of Union Dues" and in accordance with the Mayor's Executive Order No. 107, dated December 29, 1986, entitled "Procedures for Orderly Payroll Check-Off of Union Dues and Agency Shop Fees."

Any employee may consent in writing to the authorization of the deduction of dues from the employee's wages and to the designation of the Union as the recipient thereof. Such consent, if given, shall be in a proper form acceptable to the City, which bears the signature of the employee.

Section 2.

The parties agree to an agency shop to the extent permitted by applicable law, as described in a supplemental agreement hereby incorporated by reference into this Agreement.

ARTICLE III - SALARIES

Section 1.

a. This Article III is subject to the provisions, terms and conditions of the Alternative Career and Salary Pay Plan Regulations, dated March 15, 1967 as amended to date, except that the specific terms and conditions of this Article shall supersede any provisions of such Regulations inconsistent with this Agreement subject to the limitations of applicable provisions of law.

Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, advancement increases, general increases, education differentials and any other salary adjustments, are based upon a normal work week of 35 hours. In accordance with Article IX, Section 24 of the 1995 – 2001 Citywide Agreement, an Employee who works on a full-time per diem basis shall receive their base salary (including salary increment schedules) and/or additions-to-gross payment in the same manner as a full-time per annum employee. An employee who works on a part time per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate pro rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such employee and the number of hours in the said normal work week, unless otherwise specified.

Employees who work on a part-time per diem or hourly basis and who are eligible for any salary adjustment provided in this Agreement shall receive the appropriate pro rata portion of such salary adjustment computed as follows, unless otherwise specified:

Per diem rate - 1/261 of the appropriate minimum basic salary.

Hourly Rate - 35 hour week basis 1/1827 of the appropriate minimum basic salary.

The maximum salary for a title shall not constitute a bar to the payment of any salary adjustment or pay differentials provided for in this Agreement but said increase above the maximum shall not be deemed a promotion.

Section 2.

Employees in the following title(s) shall be subject to the following specified salary(ies), salary adjustment(s), and/or salary range(s):

a. Effective August 18, 2017

	Minimum		Maximum
	Hiring	Incumbent	
Agency Attorney Interne	$59,103	$67,969	$71,760
Agency Attorney Level I (See: Note)	$59,890	$68,873	$91,431
Agency Attorney Level II (See: Note)	$67,653	$77,801	$101,382
Agency Attorney Level III (See: Note)	$75,417	$86,730	$111,336
Agency Attorney Level IV (See: Note)	$78,769	$90,584	$119,046
Attorney at Law Level I (See: Note)	$59,890	$68,873	$91,431
Attorney at Law Level II (See: Note)	$67,653	$77,801	$101,382
Attorney at Law Level III (See: Note)	$75,417	$86,730	$111,336
Attorney at Law Level IV (See: Note)	$78,769	$90,584	$119,046
Sr. Student Legal Specialist (Law Dept.)	$48,076	$55,287	Flat Rate
Student Legal Assistant	$30,494	$35,068	$43,494
Student Legal Specialist	$36,995	$42,544	Flat Rate

Note:

Article III, Section 2.a. reflects the hiring rates, incumbent rates and maximums effective August 18, 2017, for full-time employees in the titles Agency Attorney and Attorney-at-Law.

b. Effective August 18, 2018

	Minimum		Maximum
	Hiring	Incumbent	
Agency Attorney Interne	$60,433	$69,498	$73,375
Agency Attorney Level I (See: Note)	$61,237	$70,423	$93,488
Agency Attorney Level II (See: Note)	$69,176	$79,552	$103,663
Agency Attorney Level III (See: Note)	$77,114	$88,681	$113,841
Agency Attorney Level IV (See: Note)	$80,541	$92,622	$121,725
Attorney at Law Level I (See: Note)	$61,237	$70,423	$93,488
Attorney at Law Level II (See: Note)	$69,176	$79,552	$103,663
Attorney at Law Level III (See: Note)	$77,114	$88,681	$113,841
Attorney at Law Level IV (See: Note)	$80,541	$92,622	$121,725
Sr. Student Legal Specialist (Law Dept.)	$49,157	$56,531	Flat Rate
Student Legal Assistant	$31,180	$35,857	$44,473
Student Legal Specialist	$37,827	$43,501	Flat Rate

Note:

Article III, Section 2.b. reflects the hiring rates, incumbent rates and maximums effective August 18, 2018 for full-time employees in the titles Agency Attorney and Attorney-at-Law.

c. Effective September 18, 2019

	Minimum		Maximum
	Hiring	Incumbent	
Agency Attorney Interne	$62,397	$71,757	$75,760
Agency Attorney Level I (See: Note)	$63,228	$72,712	$96,526
Agency Attorney Level II (See: Note)	$71,423	$82,137	$107,032
Agency Attorney Level III (See: Note)	$79,620	$91,563	$117,541
Agency Attorney Level IV (See: Note)	$83,158	$95,632	$125,681
Attorney at Law Level I (See: Note)	$63,228	$72,712	$96,526
Attorney at Law Level II (See: Note)	$71,423	$82,137	$107,032
Attorney at Law Level III (See: Note)	$79,620	$91,563	$117,541
Attorney at Law Level IV (See: Note)	$83,158	$95,632	$125,681
Sr. Student Legal Specialist (Law Dept.)	$50,755	$58,368	Flat Rate
Student Legal Assistant	$32,193	$37,022	$45,918
Student Legal Specialist	$39,057	$44,915	Flat Rate

Note:

Article III, Section 2.c. reflects the hiring rates, incumbent rates and maximums effective September 18, 2019, for full-time employees in the titles Agency Attorney and Attorney-at-Law.

Section 3. Wage Increases.

a. **General Wage Increase.** The general increases, effective as indicated, shall be:

i. Effective August 18, 2017, Employees shall receive a general increase of 2.00%.

ii. Effective August 18, 2018, Employees shall receive a general increase of 2.25% (compounded).

iii. Effective September 18, 2019, Employees shall receive a general increase of 3.25% (compounded).

iv. Part-time per annum, part-time per diem Employees (including seasonal appointees), per session and hourly paid Employees and Employees whose normal work year is less than a full calendar year shall receive the increases provided in subsections 3(a)(*i*)-(*iii*) above on the basis of computations heretofore utilized by the parties for all such Employees.

b. The increases provided for in Section 3(a) above shall be calculated as follows:

i. The general increase in Section 3(a)(*i*) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on August 17, 2017;

ii. The general increase in Section 3(a)(*ii*) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on August 17, 2018;

iii. The general increase in Section 3(a)(*iii*) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on September 17, 2019;

c.

i. The general increases provided for in Section 3(a)(*i*)-(*iii*) of this Article 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.

ii. The general increase provided for in Section 3(a)(*i*)-(*iii*) shall be applied to the recurring increment payments when effective.

iii. The general increases provided for in Section 3(a)(*i*)-(*iii*) shall not be applied to the following "additions to gross": 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.

iv. Section 3(c) iii does not apply to Recurring Increment Payments (RIPs) that automatically increase with wage increases

v. The general increases provided for in this Section 3(a)(*i*)-(*iii*) shall not be applied to the longevity increment set forth in Section 9 of this Article.

Section 4. New Hires.

a. The appointment rate for an employee newly hired on or after February 18, 2010 and appointed at a reduced hiring rate shall be the applicable minimum "hiring rate" set forth in subsections 2(a)(*i*)(1), 2(b)(*i*)(1), and 2(c)(*i*)(1) of this Article III. On the two year anniversary of the employee's original date of appointment, such employee shall be paid the indicated minimum "incumbent rate" for the applicable title that is in effect on such two year anniversary as set forth in set forth in subsections 2(a)(*i*)(2), 2(b)(*i*)(2), and 2(c)(*i*)(2) of this Article III.

b.

i. For a title subject to an incremental pay plan, the employee shall be paid the appropriate increment based upon the employee's length of service. Section 2 of this Article III reflects the correct amounts and has been adjusted in accordance with the provisions of Section 3(c)(*i*) of this Article III.

ii. Employees who change titles or levels before attaining two years of service will be treated in the new title or level as if they had been originally appointed to said title or level on their original hiring date.

c. For the purposes of Sections 4(c) and 4(d), employees (1) who were in active pay status before August 18, 2017, and (2) who are affected by the following personnel actions after said date shall not be treated as "newly hired" employees and shall be entitled to receive the indicated minimum "incumbent rate" set forth in subsections 2(a)(*i*)(2), 2(b)(*i*)(2), and 2(c)(*i*)(2) of this Article III:

i. Employees who return to active status from an approved leave of absence.

ii. Employees in active status (whether full or part-time) appointed to permanent status from a civil service list, or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.

iii. Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or who were subject to involuntary redeployment.

iv. Provisional employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.

v. Permanent employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.

vi. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.

vii. A provisional employee who is appointed directly from one provisional appointment to another.

viii. For employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor Relations is empowered to issue, on a case-by-case basis, interpretations concerning application of this Section 4. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in Article VI of this Agreement.

d. The First Deputy Commissioner of Labor Relations may, after notification to the affected union(s), exempt certain hard to recruit titles from the provisions of subsection 4(a).

Section 5.

Each general increase provided herein, effective as of each indicated date, shall be applied to the rate in effect on the dates as specified in Section 3(a) of this Article. In the case of a promotion or other advancement to the indicated title on the effective date of the general increase specified in Section 3 of this Article, such general increase shall not be applied, but the general increase, if any, for the title formerly occupied, effective on the date indicated shall be applied.

Section 6.

In the case of an Employee on leave of absence without pay the salary rate of such Employee shall be changed to reflect the salary adjustments specified in Article III.

Section 7.

a. An employee when assigned to a higher level within a class of positions listed in this subsection shall receive for the period of such higher level assignment either the minimum basic salary of the assigned level or the rate received in the former assignment level plus the level increase specified below, whichever is greater. Assignments to a higher level shall not be considered a promotion.

LEVEL INCREASES

Assignment Level	Effective 8/18/17
Agency Attorney Level II	$1,785
Agency Attorney Level III	$1,785
Agency Attorney Level IV	$1,785
Attorney at Law Level II	$1,785
Attorney at Law Level III	$1,785
Attorney at Law Level IV	$1,785

Section 8. Longevity Differential

a. Effective August 18, 2017, all employees serving in the titles Agency Attorney and Attorney at Law except for Agency Attorney (title code 3008G) shall continue to receive the longevity differential in the per annum amounts set forth below upon completion of the required years of service as an Agency Attorney, Agency Attorney Interne and/or in any class of positions contained in the Attorneys Occupational Group. Said longevity differential for employees qualifying subsequent to August 18, 2017, shall be effective on the January 1st, April 1st, July 1st, or October 1st subsequent to the employee's anniversary date of entry into the Attorneys Occupational Group. The differential shall not be part of the employee's basic salary and shall not be pensionable during the first two (2) years of payment.

Years of Service	Longevity Differential	Total Differential
after 5 years	$625	$625
after 10 years	$1,252	$1,877
after 15 years	$2,658	$4,535
after 17 years	$2,376	$6,911

Section 9. Longevity Increment

a. Employees with 15 years or more of "City" service in pay status (except those serving in a title eligible for a longevity differential pursuant to Section 8 above) shall receive a longevity increment of $500 per annum.

b. The rules for eligibility for the longevity increment shall be set forth in Appendix A of this Agreement and are incorporated by reference herein. Additional rules for eligibility for the longevity increment may be established.

Section 10. Recurring Increment Payment

A. Section 10(A)(i) through 10(A)(iv) shall only be applicable to the titles of Agency Attorney (excluding title code 3008G) and Attorney at law.

i. Effective August 18, 2017, only full time per annum and full-time per diem employees in the titles Agency Attorney (excluding title code 3008G) and Attorney-at-Law covered by this Agreement shall be eligible to receive the Recurring Increment Payments ("RIP") set forth below:

Years of Service in Eligible Title(s)	Increment
After 1 year of service	$2,001
After 2 years of service	$2,692 (an additional $691)
After 3 years of service	$3,266 (an additional $574)
After 4 years of service	$3,778 (an additional $512)
After 5 years of service	$4,101 (an additional $323)
After 6 years of service	$4,909 (an additional $808)
After 7 years of service	$5,471 (an additional $562)
After 8 years of service	$6,033 (an additional $562)
After 9 years of service	$6,497 (an additional $464)
After 10 years of service	$7,285 (an additional $788)
After 11 years of service	$7,481 (an additional $196)
After 12 years of service	$7,835 (an additional $354)
After 13 years of service	$7,996 (an additional $161)
After 14 years of service	$8,157 (an additional $161)
After 16 years of service	$8,353 (an additional $196)
After 18 years of service	$8,548 (an additional $195)
After 20 years of service	$9,183 (an additional $635)

ii. Effective June 18, 2018, the Recurring Increment Payment schedule set forth in Section 10(A)(i) shall be superseded by the following schedule:

Years of Service in Eligible Title(s)	Increment
After 1 year of service	$2,001
After 2 years of service	$2,692 (an additional $691)
After 3 years of service	$3,266 (an additional $574)
After 4 years of service	$3,778 (an additional $512)
After 5 years of service	$4,101 (an additional $323)
After 6 years of service	$5,063 (an additional $962)
After 7 years of service	$5,625 (an additional $562)
After 8 years of service	$6,342 (an additional $717)
After 9 years of service	$6,806 (an additional $464)
After 10 years of service	$7,594 (an additional $788)
After 11 years of service	$7,790 (an additional $196)
After 12 years of service	$8,299 (an additional $509)
After 13 years of service	$8,460 (an additional $161)
After 14 years of service	$8,621 (an additional $161)

After 16 years of service	$8,817 (an additional $196)
After 18 years of service	$9,167 (an additional $350)
After 20 years of service	$9,958 (an additional $791)

iii. Effective August 18, 2018, the Recurring Increment Payment schedule set forth in Section 10(A)(ii) shall be superseded by the following schedule:

Years of Service in Eligible Title(s)	Increment
After 1 year of service	$2,046
After 2 years of service	$2,753 (an additional $707)
After 3 years of service	$3,340 (an additional $587)
After 4 years of service	$3,864 (an additional $524)
After 5 years of service	$4,194 (an additional $330)
After 6 years of service	$5,178 (an additional $984)
After 7 years of service	$5,753 (an additional $575)
After 8 years of service	$6,486 (an additional $733)
After 9 years of service	$6,960 (an additional $474)
After 10 years of service	$7,766 (an additional $806)
After 11 years of service	$7,966 (an additional $200)
After 12 years of service	$8,486 (an additional $520)
After 13 years of service	$8,651 (an additional $165)
After 14 years of service	$8,816 (an additional $165)
After 16 years of service	$9,016 (an additional $200)
After 18 years of service	$9,374 (an additional $358)
After 20 years of service	$10,183(an additional $809)

iv. Effective September 18, 2019, the Recurring Increment Payment schedule set forth in Section 10(A)(iii) shall be superseded by the following schedule:

Years of Service in Eligible Title(s)	Increment
After 1 year of service	$2,112
After 2 years of service	$2,842 (an additional $730)
After 3 years of service	$3,448 (an additional $606)
After 4 years of service	$3,989 (an additional $541)
After 5 years of service	$4,330 (an additional $341)
After 6 years of service	$5,346 (an additional $1,016)
After 7 years of service	$5,940 (an additional $594)
After 8 years of service	$6,697 (an additional $757)
After 9 years of service	$7,186 (an additional $489)
After 10 years of service	$8,018 (an additional $832)
After 11 years of service	$8,225 (an additional $207)
After 12 years of service	$8,762 (an additional $537)
After 13 years of service	$8,932 (an additional $170)
After 14 years of service	$9,102 (an additional $170)
After 16 years of service	$9,309 (an additional $207)
After 18 years of service	$9,679 (an additional $370)

After 20 years of service	$10,514(an additional $835)

B. Sections 10(B)(i) though 10(B)(iv) shall only be applicable to Agency Attorney (title code 3008G)

i. Effective August 18, 2017, only full time per annum and full-time per diem employees in the titles Agency Attorney (title code 3008G) shall be eligible to receive the Recurring Increment Payments ("RIP") set forth below:

Years of Service	Increment
After 1 year of service	$383
After 2 years of service	$516 (an additional $133)
After 3 years of service	$626 (an additional $110)
After 4 years of service	$724 (an additional $98)
After 5 years of service	$786 (an additional $62)
After 6 years of service	$941 (an additional $155)
After 7 years of service	$1,048 (an additional $107)
After 8 years of service	$1,155 (an additional $107)
After 9 years of service	$1,244 (an additional $89)
After 10 years of service	$1,395 (an additional $151)
After 11 years of service	$1,433 (an additional $38)
After 12 years of service	$1,500 (an additional $67)
After 13 years of service	$1,531 (an additional $31)
After 14 years of service	$1,562 (an additional $31)
After 16 years of service	$1,600 (an additional $38)
After 18 years of service	$1,638 (an additional $38)
After 20 years of service	$1,759 (an additional $121)

ii. Effective June 18, 2018, the Recurring Increment schedule set forth in Section 10(B)(i) shall be superseded by the following schedule:

Years of Service	Increment
After 1 year of service	$383
After 2 years of service	$516 (an additional $133)
After 3 years of service	$626 (an additional $110)
After 4 years of service	$724 (an additional $98)
After 5 years of service	$786 (an additional $62)
After 6 years of service	$1,095 (an additional $309)
After 7 years of service	$1,202 (an additional $107)
After 8 years of service	$1,464 (an additional $262)
After 9 years of service	$1,553 (an additional $89)
After 10 years of service	$1,704 (an additional $151)
After 11 years of service	$1,742 (an additional $38)
After 12 years of service	$1,964 (an additional $222)
After 13 years of service	$1,995 (an additional $31)

After 14 years of service	$2,026 (an additional $31)
After 16 years of service	$2,064 (an additional $38)
After 18 years of service	$2,257 (an additional $193)
After 20 years of service	$2,534 (an additional $277)

iii. Effective August 18, 2018, the Recurring Increment scheduled set forth in Section 10(B)(ii) shall be superseded by the following schedule:

Years of Service	Increment
After 1 year of service	$392
After 2 years of service	$528 (an additional $136)
After 3 years of service	$640 (an additional $112)
After 4 years of service	$740 (an additional $100)
After 5 years of service	$803 (an additional $63)
After 6 years of service	$1,119 (an additional $316)
After 7 years of service	$1,228 (an additional $109)
After 8 years of service	$1,496 (an additional $268)
After 9 years of service	$1,587 (an additional $91)
After 10 years of service	$1,741 (an additional $154)
After 11 years of service	$1,780 (an additional $39)
After 12 years of service	$2,007 (an additional $227)
After 13 years of service	$2,039 (an additional $32)
After 14 years of service	$2,071 (an additional $32)
After 16 years of service	$2,110 (an additional $39)
After 18 years of service	$2,307 (an additional $197)
After 20 years of service	$2,590 (an additional $283)

iv. Effective September 18, 2019, the Recurring Increment schedule set forth in Section 10(B)(iii) shall be superseded by the following schedule:

Years of Service	Increment
After 1 year of service	$405
After 2 years of service	$545 (an additional $140)
After 3 years of service	$661 (an additional $116)
After 4 years of service	$764 (an additional $103)
After 5 years of service	$829 (an additional $65)
After 6 years of service	$1,155 (an additional $326)
After 7 years of service	$1,268 (an additional $113)
After 8 years of service	$1,545 (an additional $277)
After 9 years of service	$1,639 (an additional $94)
After 10 years of service	$1,798 (an additional $159)
After 11 years of service	$1,838 (an additional $40)
After 12 years of service	$2,072 (an additional $234)
After 13 years of service	$2,105 (an additional $33)
After 14 years of service	$2,138 (an additional $33)

After 16 years of service	$2,178 (an additional $40)
After 18 years of service	$2,381 (an additional $203)
After 20 years of service	$2,673 (an additional $292)

RIP Provisions

Agency Attorney and Attorney at Law (Section 10A)

i. For the purposes of determining eligibility for the Recurring Increment Payment, only service in any of the titles listed in Article I, Section 1 of this Agreement shall be deemed eligible service.

ii. The RIPs shall be based upon years of eligible service and shall be paid in addition to the Longevity Differential set forth in Section 8 and the Longevity Increment set forth in Section 9. RIPs shall be payable on the January 1, April 1, July 1, or October 1 subsequent to the qualifying employee's anniversary date, subject to the rules for eligibility set forth in Appendix B of this Agreement.

iii. Only full-time per annum and/or full-time per diem employees in the titles Agency Attorney and Attorney-at-Law shall receive the applicable amount referenced in this Section 10 A.

Agency Attorney (3008G) (Section 10B)

i. For the purposes of determining eligibility for the Recurring Increment Payment, service as an Assistant Advocate-PD ("Advocate"), Agency Attorney, Agency Attorney Interne and/or any class of positions contained in the Attorneys Occupational Group shall be deemed eligible service.

ii. The RIPs shall be based upon years of eligible service and shall be paid in addition to the Longevity Increment set forth in Section 9. RIPs shall be payable on the January 1, April 1, July 1, or October 1 subsequent to the qualifying employee's anniversary date, subject to the rules for eligibility set forth in Appendix B of this Agreement.

iii. Only full-time per annum and/or full-time per diem employees in the title Agency Attorney (3008G) shall receive the applicable amount referenced in this Section 10 B.

Section 11. Annuity Fund

a. Effective April 18, 2017, contributions on behalf of covered employees shall continue to be remitted by the employer to a mutually agreed upon annuity fund subject to the terms of a signed supplemental agreement approved by the Corporation Counsel.

i. The employer shall pay into the fund on behalf of covered full-time per annum and full time per diem employees, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each paid working day which amount shall not

exceed $522 per annum for each employee in full pay status in the prescribed twelve (12) month period.

ii. For covered employees who work a compressed work week, the employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each set of paid working hours which equate to the daily number of hours that title is regularly scheduled to work, which amount shall not exceed $522 per annum for each employee in full pay status in the prescribed twelve (12) month period.

iii. For covered employees who work less than the number of hours for their full-time equivalent title, the employer shall pay into the fund, on a twenty-eight (28) day cycle basis a pro-rata daily contribution calculated against the number of hours associated with their full-time equivalent title, which amount shall not exceed $522 per annum for each employee in full pay status in the prescribed twelve (12) month period.

iv. For those covered employees who are appointed on a seasonal basis, the employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each paid working day, which amount shall not exceed $522 per annum for each employee in full pay status in the prescribed twelve (12) month period.

b. For the purpose of Sections 11(a) and 11(b), excluded from paid working days are all scheduled days off, all days in non-pay status, and all paid overtime. "All days in non-pay status" as used in this Section 11(b) shall be defined as including, but not limited to, the following:

i. time on preferred or recall lists;

ii. time on the following approved unpaid leaves:

(1) maternity/childcare leave;
(2) military leave;
(3) unpaid time while on jury duty;
(4) unpaid leave for union business pursuant to Executive Order 75;
(5) unpaid leave pending workers' compensation determination;
(6) unpaid leave while on workers' compensation option 2;
(7) approved unpaid time off due to illness or exhaustion of paid sick leave;
(8) approved unpaid time off due to family illness; and
(9) other pre-approved leaves without pay;

iii. time while on absence without leave;

iv. time while on unapproved leave without pay; or

v. time while on unpaid suspensions.

c. Scheduled days off shall mean an employee's regular days off ("RDOs"). For example, Saturday and Sunday would be the scheduled days off for a full-time per annum employee working a Monday through Friday schedule.

ARTICLE IV - WELFARE FUND

Section 1.

a. In accordance with the election by the Union pursuant to the provisions of Article XIII of the Citywide Agreement, the Welfare Fund provisions of the 1995 - 2001 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to Employees covered by this Agreement.

b. When an election is made by the Union pursuant to the provisions of Article XIII, Section l(b) of the 1995 - 2001 Citywide Agreement, those provisions as amended or any successor agreement(s) thereto, shall apply to Employees covered by this Agreement, and when such election is made, the Union hereby waives its right to training, education and/or legal services contributions provided in this Agreement, if any. In no case shall the single contribution provided in Article XIII, Section l(b) of the 1995 - 2001 Citywide Agreement, as amended or any successor agreement(s) thereto, exceed the total amount that the Union would have been entitled to receive if the separate contributions had continued.

c. Effective August 18, 2017, the $100 per annum contribution to the Union's active welfare fund in accordance with the 2010-2017 Agreement shall continue.

d. Effective March 18, 2021, there shall be an additional $167 per annum contribution to the Union's active welfare fund made on behalf of active members only in accordance with the 2017-2021 Memorandum of Agreement dated May 30, 2019.

e. Contributions remitted to the Union pursuant to this Article IV and Article XIII of the Citywide Agreement are contingent upon a signed separate trust fund agreement between the Employer and the Union.

Section 2.

The Union agrees to provide welfare fund benefits to domestic partners of covered employees in the same manner as those benefits are provided to spouses of married covered employees.

Section 3.

In accordance with the Health Benefits Agreement dated January 11, 2001, each welfare fund shall provide welfare fund benefits equal to the benefits provided on behalf of an active employee to widow(er)s, domestic partners and/or children of any employee who dies in the line of duty as that term is referenced in Section 12-126(b)(2) of the New York City Administrative Code. The cost of providing this benefit shall be funded by the Stabilization Fund.

Section 4.

This Agreement incorporates the terms of the May 5, 2014 Letter Agreement regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee, as appended to this agreement.

ARTICLE V - PRODUCTIVITY AND PERFORMANCE

Introduction

Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the Employer and the Union. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. To achieve and maintain a high level of effectiveness, the parties hereby agree to the following terms:

Section 1. Performance Levels

(a) The Union recognizes the Employer's right under the New York City Collective Bargaining Law to establish and/or revise performance levels, norms, or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, to prepare work schedules and to measure the performance of each employee or group of employees. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on employees are within the scope of collective bargaining. The Employer will give the Union prior notice of the establishment and/or revision of performance standards or norms hereunder.

(b) Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable law.

Section 2. Supervisory Responsibility

(a) The Union recognizes the Employer's right under the New York City Collective Bargaining Law to establish and/or revise standards for supervisory responsibility in achieving and maintaining performance levels of supervised employees for employees in supervisory positions listed in Article I, Section 1, of this Agreement. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on employees are within the scope of collective bargaining. The Employer will give the Union prior notice of the establishment and/or revision of standards for supervisory responsibility hereunder.

(b) Employees who fail to meet such standards may be subject to disciplinary measures in accordance with applicable law.

Section 3. – Performance Compensation

The Union acknowledges the Employer's right to pay additional compensation for outstanding performance.

The Employer agrees to notify the Union of its intent to pay such additional compensation.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1. - Definition:

The term "*Grievance*" shall mean:

a. A dispute concerning the application or interpretation of the terms of this Agreement;

b. A claimed violation, misinterpretation or misapplication of the written rules or written regulations, existing written policy or written orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving the Personnel Rules and Regulations of the City of New York shall not be subject to the grievance procedure or arbitration;

c. A claimed assignment of employees to duties substantially different from those stated in their job specifications;

d. A claimed improper holding of an open competitive rather than a promotional examination;

e. A claimed wrongful disciplinary action taken against a permanent employee covered by Section 75(1) of the Civil Service Law upon whom the agency head has served written charges of incompetence or misconduct while the employee is serving in the employee's permanent title or which affects the employee's permanent status.

f. A claimed wrongful disciplinary action taken against a full-time non-competitive class employee with one year of service in title, except for employees during the period of a mutually agreed upon extension of probation. This provision shall not be applicable to employees with rights pursuant to Section 75(1) of the Civil Service Law who are covered by Section 1(e) above.

Section 2.

The Grievance Procedure, except for grievances as defined in Sections 1(d), 1(e), and 1(f) of this Article, shall be as follows:

Employees may at any time informally discuss with their supervisors a matter which may become a grievance. If the results of such a discussion are unsatisfactory, the employees may present the grievance at **STEP I.**

All grievances must be presented in writing at all steps in the grievance procedure. For all grievances as defined in Section 1(c), no monetary award shall in any event cover any period prior to the date of the filing of the **STEP I** grievance unless such grievance has been filed within thirty (30) days of the assignment to alleged out of title work.

STEP I The employee and/or the Union shall present the grievance in the form of a memorandum to the person designated for such purpose by the agency head no later than 120 days after the date on which the grievance arose. The employee may also request an appointment to discuss the grievance. The person designated by the Employer to hear the grievance shall take any steps necessary to a proper disposition

of the grievance and shall issue a determination in writing by the end of the third work day following the date of submission.

STEP II An appeal from an unsatisfactory determination at **STEP I**, where applicable, shall be presented in writing to the agency head or the agency head's designated representative who shall not be the same person designated in **STEP I**. The appeal must be made within five (5) work days of the receipt of the **STEP I** determination. The agency head or designated representative, if any, shall meet with the employee and/or the Union for review of the grievance and shall issue a determination in writing by the end of the tenth work day following the date on which the appeal was filed.

STEP III An appeal from an unsatisfactory determination at **STEP II** shall be presented by the employee and/or the Union to the Commissioner of Labor Relations in writing within ten (10) work days of the receipt of the **STEP II** determination. The grievant or the Union should submit copies of the **STEP I** and **STEP II** grievance filings and any agency responses thereto. Copies of such appeal shall be sent to the agency head. The Commissioner of Labor Relations or the Commissioner's designee shall review all appeals from **STEP II** determinations and shall issue a determination on such appeals within fifteen (15) work days following the date on which the appeal was filed.

STEP IV An appeal from an unsatisfactory determination at STEP III may be brought by the Union or, in the case of a non-member employee, the employee, to the Office of Collective Bargaining for impartial arbitration within fifteen (15) days of receipt of the Step III determination. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance". The Employer shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accordance with Title 61 of the Rules of the City of New York. The costs and fees of such arbitration shall be borne equally by the Employer and the Union or, in the case of a non-member employee, the employee.

The assigned arbitrator shall hold a hearing at a time and place convenient to the parties and shall issue an award within 30 days after the completion of the hearing.

The arbitrator's decision, order or award (if any) shall be limited to the application and interpretation of the Agreement, and the arbitrator shall not add to, subtract from or modify the Agreement or any rule, regulation, written policy or order mentioned in Section 1 of this Article. The arbitrator's award shall be final and binding and enforceable in any appropriate tribunal in accordance with Article 75 of the Civil Practice Law and Rules. The arbitrator may provide for and direct such relief as the arbitrator deems necessary and proper, subject to the limitations set forth above and any applicable limitations of law.

Section 3. Representation

In any grievance under Section 1(e) or Section 1(f) of this Article, Employees are entitled to

representation at each Step of the grievance process. CSBA shall not be required to provide representation to employees who are not members of the Union at the time of the incident(s) underlying the potential discipline and/or at the time the employee requests representation. If the Union declines to provide representation in a situation where a member would be entitled to representation from the union, the non-member shall be entitled to be represented to the extent required by law.

CSBA shall have the right to have a representative present at any disciplinary meeting or hearing and shall be given reasonable notice of all disciplinary meetings or hearings. The notice shall include all documents, submissions, determinations, or other information in connection with the discipline.

Section 4.

As a condition to the right of the Union or, in the case of a non-member employee, the employee, to invoke impartial arbitration set forth in this Article, including the arbitration of a grievance involving a claimed improper holding of an open competitive rather than a promotional examination, the employee or employees and/or the Union shall be required to file with the Director of the Office of Collective Bargaining a written waiver of the right, if any, of the employee and/or the Union to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

Section 5.

a. Any grievance under Section l(d) relating to a claimed improper holding of an open competitive rather than a promotional examination shall be presented in writing by the employee or the Union representative to the Commissioner of Labor Relations not later than thirty (30) days after the notice of the intention to conduct such open competitive examination, or copy of the appointing officer's request for such open competitive examination, as the case may be, has been posted in accordance with Section 51 of the Civil Service Law. The grievance shall be considered and passed upon within ten (10) days after its presentation. The determination shall be in writing, copies of which shall be transmitted to both parties to the grievance upon issuance.

b. A grievance relating to the use of an open competitive rather than a promotional examination which is unresolved by the Commissioner of Labor Relations may be brought to impartial arbitration as provided in Sections 2 and 3 above. Such a grievance shall be presented by the Union, in writing, for arbitration within 15 days of the presentation of such grievance to the Commissioner of Labor Relations, and the arbitrator shall decide such grievance within 75 days of its presentation to the arbitrator. The party requesting such arbitration shall send a copy of such request to the other party. The costs and fees of such arbitration shall be borne equally by the Employer and the Union.

Section 6. Disciplinary Procedure for Employees Covered by §75(1) of the Civil Service Law

In any case involving a grievance under Section 1(c) of this Article, the following procedure shall govern upon service of written charges of incompetence or misconduct:

STEP A Following the service of written charges, a conference with such employee shall be held with respect to such charges by the person designated by the agency head to review a grievance at **STEP I** of the Grievance Procedure set forth in this Agreement. The employee may be represented at such conference by a representative of the Union or, in the case of a non-member employee, a representative of his or her own choosing as provided in Section 3. At the conference the person designated by the agency head to review the charges shall: (1) verbally communicate to the employee any information reasonably necessary for the employee to understand the nature of the charges; (2) furnish to the employee copies of documentary evidence necessary to support the charges; and (3) furnish to the employee the names of potential witnesses except under unusual circumstances. The employee shall have the right to make any statement or explanation as to the charges. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference.

If the employee is satisfied with the determination in **STEP A** above, the employee may choose to accept such determination as an alternative to and in lieu of a determination made pursuant to the procedures provided for in Section 75 of the Civil Service Law. As a condition of accepting such determination, the employee shall sign a waiver of the employee's right to the procedures available to him or her under Sections 75 and 76 of the Civil Service Law.

STEP B(i) If the employee is not satisfied with the determination at **STEP A** above then the Employer shall proceed in accordance with the disciplinary procedures set forth in Section 75 of the Civil Service Law. As an alternative, the Union with the consent of the employee, or in the case of a non-member employee, the employee, may choose to proceed in accordance with the Grievance Procedure set forth in this Agreement, including the right to proceed to binding arbitration pursuant to **STEP IV** of such Grievance Procedure. As a condition for submitting the matter to the Grievance Procedure the employee and the Union shall file a written waiver of the right to utilize the procedures available to the employee pursuant to Sections 75 and 76 of the Civil Service Law or any other administrative or judicial tribunal, except for the purpose of enforcing an arbitrator's award, if any. Notwithstanding such waiver, the period of an employee's suspension without pay pending hearing and determination of charges shall not exceed thirty (30) days.

STEP B(ii) If the election is made to proceed pursuant to the Grievance Procedure, an appeal from the determination of **STEP A** above, shall be made to the agency head or designated representative. The appeal must be made in writing within five (5) work days of the receipt of the determination. The agency head or designated representative shall meet with the employee and the Union or, in the case of a non-member employee, the employee and a representative of his or her own choosing as provided in Section 3, for review of the grievance and shall issue a determination to the employee and the Union by the end of the tenth work day following the day on which the appeal was filed. The agency head or designated representative shall have the power to impose the discipline, if any, decided upon, up to and including termination of the accused employee's employment. In the event of such termination or

suspension without pay totaling more than thirty (30) days, the Union with the consent of the grievant or, in the case of a non-member grievant, the grievant, may elect to skip **STEP C** of this Section and proceed directly to **STEP D.**

STEP C If the grievant is not satisfied with the determination of the agency head or designated representative the grievant or the Union may appeal to the Commissioner of Labor Relations in writing within ten (10) days of the determination of the agency head or designated representative. The Commissioner of Labor Relations shall issue a written reply to the grievant and the Union within fifteen (15) work days.

STEP D If the grievant is not satisfied with the determination of the Commissioner of Labor Relations, the Union with the consent of the grievant or, in the case of a non-member grievant, the grievant, may proceed to arbitration pursuant to the procedures otherwise set forth in **STEP IV** of the Grievance Procedure set forth in this Agreement. The Employer shall furnish the names of any new witnesses or newly available documentary evidence to the Union or, in the case of a non-member grievant, the grievant and his or her representative, at least ten (10) days prior to the actual arbitration, if the Employer has such knowledge at that time. The Union or, in the case of a non-member grievant, the grievant, shall furnish the names of their witnesses and any documentary evidence to the Office of Labor Relations at least ten (10) days prior to the actual arbitration, if it has such knowledge at that time.

Section 7. Non-competitive Disciplinary Procedure

In any case involving a grievance under Section 1(f) of this Article, the following procedure shall govern upon service of written charges of incompetence or misconduct:

STEP A Following the service of written charges upon an employee a conference with such employee shall be held with respect to such charges by the person designated by the agency head to review a grievance at **STEP I** of the Grievance Procedure set forth in this agreement. The employee may be represented at such conference by a representative of the Union or, in the case of a non-member employee, a representative of his or her choosing as provided in Section 3. At the conference the person designated by the agency head to review the charges shall: (1) verbally communicate to the employee any information reasonably necessary for the employee to understand the nature of the charges; (2) furnish to the employee copies of documentary evidence necessary to support the charges; and (3) furnish to the employee the names of potential witnesses except under unusual circumstances. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference.

STEP B If the employee is dissatisfied with the determination in **STEP A** above, he or she may appeal such determination. The appeal must be made within five (5) working days of the receipt of such determination. Such appeal shall be treated as a grievance appeal beginning with **STEP II** of the Grievance Procedure set forth herein.

Section 8.

A grievance concerning a large number of employees and which concerns a claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this Agreement may be filed directly at **STEP III** of the grievance procedure. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance. Such "group" grievance must be filed no later than 120 days after the date on which the grievance arose, and all other procedural limits, including time limits, set forth in this Article shall apply.

Section 9.

If a determination satisfactory to the Union at any level of the Grievance Procedure is not implemented within a reasonable time, the Union may re institute the original grievance at **STEP III** of the Grievance Procedure; or if a satisfactory **STEP III** determination has not been so implemented, the Union may institute a grievance concerning such failure to implement at **STEP IV** of the Grievance Procedure.

Section 10.

If the Employer exceeds any time limit prescribed at any step in the Grievance Procedure, the grievant and/or the Union may invoke the next step of the procedure, except however, that only the Union may invoke impartial arbitration under **STEP IV**.

Section 11.

The Employer shall notify the Union in writing of all grievances filed by employees, all grievance hearings, and all determinations. The Union shall have the right to have a representative present at any grievance hearing and shall be given forty-eight (48) hours' notice of all grievance hearings.

Section 12.

Each of the steps in the Grievance Procedure, as well as time limits prescribed at each step of this Grievance Procedure, may be waived by mutual agreement of the parties.

Section 13.

A non-Mayoral agency not covered by this Agreement but which employs employees in titles identical to those covered by this Agreement may elect to permit the Union to appeal an unsatisfactory determination received at the last step of its Grievance Procedure prior to arbitration on fiscal matters only to the Commissioner of Labor Relations. If such election is made, the Union shall present its appeal to the Commissioner of Labor Relations in writing within ten (10) work days of the receipt of the last step determination. The Union should submit copies of the grievance filings at the prior steps of its Grievance Procedure and any agency responses thereto. Copies of such appeals shall be sent to the agency head. The Commissioner of Labor Relations, or the Commissioner's designee, shall review all such appeals and answer all such appeals within fifteen (15) work days. An appeal from a determination of the Commissioner of Labor Relations may be taken to arbitration under procedures, if any, applicable to the non-Mayoral agency involved.

Section 14.

The grievance and the arbitration procedures contained in this Agreement shall be the exclusive remedy for the resolution of disputes defined as "grievances" herein. This shall not be interpreted

to preclude either party from enforcing the arbitrator's award in court. This Section shall not be construed in any manner to limit the statutory rights and obligations of the Employer under Article XIV of the Civil Service Law.

Section 15.

Where the Union desires a meeting on a **STEP III** grievance, requests therefor to the First Deputy Commissioner of Labor Relations shall be reviewed favorably.

Section 16. Expedited Arbitration Procedure.

a. The parties agree that there is a need for an expedited arbitration process that allows for the prompt adjudication of grievances as set forth below.

b. The parties voluntarily agree to submit matters to final and binding arbitration pursuant to the New York City Collective Bargaining Law and under the jurisdiction of the Office of Collective Bargaining. An arbitrator or panel of arbitrators, as agreed to by the parties, will act as the arbitrator of any issue submitted under the expedited procedure herein.

c. The selection of those matters which will be submitted shall include, but not limited to, out-of-title cases concerning all titles, disciplinary cases wherein the proposed penalty is a monetary fine of one week or less or written reprimand, and other cases pursuant to mutual agreement by the parties. The following procedures shall apply:

i. **SELECTION AND SCHEDULING OF CASES:**

(1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 16 and notify the parties of proposed hearing dates for such cases.

(2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) to raise any objections thereto.

(3) If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any time prior to the scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of Disputes of the Office of Collective Bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.

(4) No case shall be submitted to the expedited arbitration process without the mutual agreement of the parties.

ii. **CONDUCT OF HEARINGS:**

(1) The presentation of the case, to the extent possible, shall be made in the narrative form. To the degree that witnesses are necessary, examination will be limited to questions of material fact and cross examination will be

similarly limited. Submission of relevant documents, etc., will not be unreasonably limited and may be submitted as a "packet" exhibit.

(2) In the event either party is unable to proceed with hearing a particular case, the case shall be rescheduled. However, only one adjournment shall be permitted. In the event that either party is unable to proceed on a second occasion, a default judgment may be entered against the adjourning party at the Arbitrator's discretion absent good cause shown.

(3) The Arbitrator shall not be precluded from attempting to assist the parties in settling a particular case.

(4) A decision will be issued by the Arbitrator within two weeks. It will not be necessary in the Award to recount any of the facts presented. However, a brief explanation of the Arbitrator's rationale may be included. Bench decisions may also be issued by the Arbitrator.

(5) Decisions in this expedited procedure shall not be considered as precedent for any other case nor entered into evidence in any other forum or dispute except to enforce the Arbitrator's award.

(6) The parties shall, whenever possible, exchange any documents intended to be offered in evidence at least one week in advance of the first hearing date and shall endeavor to stipulate to the issue in advance of the hearing date.

ARTICLE VII - BULLETIN BOARDS: EMPLOYER FACILITIES

The Union may post notices on bulletin boards in places and locations where notices usually are posted by the Employer for the employees to read. All notices shall be on Union stationery, and shall be used only to notify employees of matters pertaining to Union affairs. Upon request to the responsible official in charge of a work location, the Union may use Employer premises for meetings during employees' lunch hours, subject to availability of appropriate space and provided such meetings do not interfere with the Employer's business.

ARTICLE VIII - NO STRIKES

In accordance with the New York City Collective Bargaining Law, as amended, neither the Union nor any employee shall induce or engage in any strikes, slowdowns, work stoppages, mass absenteeism, or induce any mass resignations during the term of this Agreement.

ARTICLE IX - CITYWIDE ISSUES

This Agreement is subject to the provisions, terms and conditions of the Agreement which has been or may be negotiated between the City and the Union recognized as the exclusive collective bargaining representative on Citywide matters which must be uniform for specified employees, including the employees covered by this Agreement.

Employees in Rule X titles shall receive the benefits of the Citywide Agreement unless otherwise specifically excluded herein.

ARTICLE X - UNION ACTIVITY

Time spent by employee representatives in the conduct of labor relations with the City and on Union activities shall be governed by the terms of Executive Order No. 75, as amended, dated March 22, 1973, entitled "Time Spent on the Conduct of Labor Relations between the City and Its Employees and on Union Activity" or any successor thereto.

ARTICLE XI – LABOR-MANAGEMENT COMMITTEE

Section 1.

The Employer and the Union, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a labor-management committee in each of the agencies having at least fifty employees covered by this Agreement.

Section 2.

Each labor-management committee shall consider and recommend to the agency head changes in the working conditions of the employees within the agency who are covered by this Agreement. Matters subject to the Grievance Procedure shall not be appropriate items for consideration by the labor-management committee.

Section 3.

Each labor-management committee shall consist of six members who shall serve for the term of this Agreement. The Union shall designate three members and the agency head shall designate three members. Vacancies shall be filled by the appointing party for the balance of the term to be served. Each member may designate one alternate. Each committee shall select a chairperson from among its members at each meeting. The chairpersonship of each committee shall alternate between the members designated by the agency head and the members designated by the Union. A quorum shall consist of a majority of the total membership of a committee. A committee shall make its recommendations to the agency head in writing.

Section 4.

The labor-management committee shall meet at the call of either the Union members or the Employer members at times mutually agreeable to both parties. At least one week in advance of a meeting the party calling the meeting shall provide, to the other party, a written agenda of matters to be discussed. Minutes shall be kept and copies supplied to all members of the committee.

Section 5.

The issue of overtime being unreasonably denied where circumstances compel application therefor after the work has been performed, may be the subject of Labor-Management Committee meetings in each of the appropriate departments or agencies. Guidelines will be established to address this issue.

ARTICLE XII - FINANCIAL EMERGENCY ACT

The provisions of this Agreement are subject to applicable provisions of law, including the New York State Financial Emergency Act for the City of New York as amended.

ARTICLE XIII - APPENDICES

The Appendix or Appendices, if any, attached hereto and initialed by the undersigned shall be deemed a part of this Agreement as if fully set forth herein.

ARTICLE XIV - WORKING CONDITIONS

The impact of physical working conditions as it affects professional performance shall be referred to the Labor-Management Committee provided in Article XI of this Agreement. To the extent practicable, advance notice of major changes in physical working conditions affecting a substantial number of employees shall be given to the Union.

ARTICLE XV - MERIT INCREASES

Section 1.

The following shall be the criteria for the granting of merit increases:

a. outstanding productivity in the work assigned;

b. outstanding performance in the work assigned;

c. outstanding initiative and resourcefulness;

d. increased importance of work;

e. increased supervisory responsibility;

f. willingness and availability to accept and perform assignments requiring work beyond regular hours.

Section 2.

The following shall be the procedure for the granting of merit increases:

The agency head shall notify the Union in writing of the name(s) of those selected to receive merit increases prior to approval by the Mayor or the Mayor's authorized representative. It is expressly understood that such notification to Union shall in no way interfere with the processing and implementation of the merit increases already proposed.

ARTICLE XVI - CHANGED REQUIREMENTS FOR BAR MEMBERSHIP

If attorneys covered by this Agreement are mandated as a requirement of Bar membership in the State of New York to perform pro bono work and/or to participate in continuing legal education. a labor-management committee shall be established as soon as practicable to discuss the issues related to the implementation of such requirement(s).

ARTICLE XVII - PROFESSIONAL DEVELOPMENT COMMITTEE

A joint committee composed of representatives of the Office of Management and Budget, Office of Labor Relations, the Department of Citywide Administrative Services and the Union shall meet to study problems related to the recruitment and retention of qualified professional personnel and

where deemed necessary, make recommendations to the appropriate City officials. The Professional Development Committee shall meet regularly so that it may be able to consider these matters in an expeditious fashion.

ARTICLE XVIII - PROFESSIONAL FEE ALLOWANCE

Section 1.

Qualifying full-time employees serving in the titles of Agency Attorney, Agency Attorney Interne, and Attorney at Law shall be reimbursed for the biennial New York State license fee for practicing attorneys.

Section 2.

To qualify for such professional fee reimbursement a covered employee must have maintained a valid New York State license to practice law and have been in full-pay status with the Employer during the twelve (12) months immediately preceding the payment of the biennial New York State license fee for practicing attorneys.

Section 3.

Such reimbursement shall be made for the year in which the license fee was actually paid. Covered employees must submit proof of payment and be certified by their employing agency that they were in full-pay status during the twelve (12) months immediately preceding the payment the biennial New York State license fee for practicing attorneys.

Section 4.

The total cost of the benefits set forth in this Article shall not exceed **$173,442** per annum, except that unexpended funds from the preceding year may be credited to the following year, but not beyond. If it should appear that the total cost of maintaining the level of benefits set forth herein would exceed the foregoing funding, the Employer and the Union shall meet to determine what mutually acceptable adjustments need to be made to said benefits levels.

Section 5.

Should attorneys employed by the City be exempted from the payment of the biennial New York State license fee for practicing attorneys, the parties shall meet to determine a mutually acceptable alternative use of the 1991-94 Attorneys Agreement Equity Fund.

Section 6.

Any issues which may arise concerning the implementation of this agreement shall be referred to a joint labor/management committee which may also discuss any mutually acceptable alternative use(s) of the equity fund monies.

Section 7.

A separate budget code will be established to permit monitoring of the reimbursements paid out pursuant to this Article.

ARTICLE XIX - CLE ATTENDANCE

Section 1.

Attorneys covered by this Agreement 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.

Section 2.

Such attendance may be limited to courses totaling no more than 24 CLE credits during a two-year cycle.

Section 3.

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.

ARTICLE XX - SAVINGS CLAUSE

In the event that any provision of this Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

ARTICLE XXI - APPLICABILITY

Section 1.

The provisions of this Agreement are expressly made subject to and governed by all applicable existing and future laws and regulations and amendments thereto which are deemed applicable to this Agreement.

Section 2.

This Agreement expresses all agreements and understandings between the parties and no other agreement, understanding or practice shall be of any force or effect.

WHEREFORE, we have hereunto set our hands and seals this 24th day of February , 2023.

FOR THE CITY OF NEW YORK & RELATED PUBLIC EMPLOYERS AS DEFINED HEREIN:

BY _____
RENEE CAMPION
Commissioner of Labor Relations

FOR LOCAL 237, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

BY _____
GREGORY FLOYD
President

FOR THE CIVIL SERVICE BAR ASSOCIATION

BY _____
SAUL FISHMAN
President

APPROVED AS TO FORM:

BY _____
ERIC EICHENHOLTZ
Acting Corporation Counsel

OFFICE OF LABOR RELATIONS
REGISTRATION
OFFICIAL CONTRACT
NO: 23001
DATE: February 24, 2023

UNIT: Attorneys

TERM: August 18, 2017 to April 17, 2021

Appendix A—Longevity Increment Eligibility Rules

Longevity Increment Eligibility Rules

The following rules shall govern the eligibility of employees for the longevity increments provided for in Article III, Section 9 of the 2017-2021 Attorneys Agreement:

1. Only service in pay status shall be used to calculate the 15 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 15 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 15 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 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 15 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 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 paragraph 2 above:
   a. Time on a leave approved by the proper authority which is consistent with the Rules and Regulations of the New York City Personnel Director 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 subsections a, b and c above shall not be used to calculate the 15 years of service.

4. Once an employee has completed the 15 years of "City" service in pay status and is eligible to receive the $500 longevity increment, the $500 shall become part of the employee's base rate for all purposes.

Appendix B—RIP Eligibility Rules

Recurring Increment Payment Eligibility Rules

The following rules shall govern the eligibility of Employees for the Recurring Increment Payment ("RIP") provided for in Article III, Section 10 of the 2017-2021 Attorneys Agreement.

1. Only service in pay status shall be used to calculate the qualifying 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 qualifying 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 work year and the applicable agency verifies that information.

2. Part-time employees shall be ineligible to receive RIPs, but prior part-time service shall be credited to full-time employees on a pro rata basis, provided all other terms and conditions set forth herein are met.

   a. An employee must have regularly worked at least one half the regular hours of full time employees in the same title or if no full time equivalent title exists then at least 172 hours for white collar positions or 20 hours for blue collar positions.

   b. Such part time service shall be prorated by dividing the number of hours worked per week by a part-time employee by the number of hours worked per week by a full time employee in the same title. If no full time equivalent title exists then the divisor shall be 35 hours for white collar positions or 40 hours for blue collar positions.

3. Service in pay status prior to a break in service of more than one year shall not be used to calculate the qualifying years of service.

4. The following time in which an Employee is not in pay status shall not constitute a break in service, but such time shall not be used to calculate the qualifying years of service:
   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 or recall list, and
   d. time not in pay status of 31 days or less.

5. RIPs shall be considered a salary adjustment for the purposes of Article III, Section 1(d) of this Agreement and the maximum salary of an eligible title shall not constitute a bar to the payment thereof.

6. Once an Employee has qualified for a RIP and is receiving it, the RIP shall become part of the Employee's base rate and included in calculating all salary based payments, except as provided in paragraph 7 below. Any future negotiated general increases shall be applied to RIPs.

7. A RIP shall not become pensionable until two years after the Employee begins to receive such RIP.

Appendix C

1. Direct Deposit
2. Alternate Schedule Pilot Program
3. Paid Family Leave
4. Side Letter Continuing Legal Education Courses
5. Side Letter Labor Management Committees 10-17 Agreement
6. Attorney Reclassification Letter Agreement (1995)
7. Special Terms and Conditions Affecting Competitive Class Attorneys (1983 Memo)
8. Sign-in/Sign-out Sheets (1977 Karetsky Memo)
9. MLC Health Savings Agreements (May 4, 2014 and June 28, 2018)

The City of New York

Office of Labor Relations

22 Cortlandt Street, New York, NY 10007
nyc.gov/olr

Renee Campion
Commissioner
Daniel Pollak
First Deputy Commissioner

Claire Levitt
Deputy Commissioner
Health Care Strategy
Georgette Geisler
Director, Employee Benefits Program

October 25, 2022

Saul Fishman, President
Civil Service Bar Association
216 West 14th Street, 7th Floor
New York, NY 10001

Re: Direct Deposit 2017-2021 Civil Service Bar Association

Dear Mr. Fishman:

This is to confirm the understanding and agreement of the parties concerning enrollment in direct deposit for employees covered by the Civil Service Bar Association Memorandum of Agreement for the period August 18 2017 through April 17, 2021.

Effective June 24, 2019, 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 stubs electronically except where the employee has requested in writing to receive a printed pay stub.

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

If the above accords with your understanding, kindly execute the signature line provide below.

Very truly yours,

Renee Campion

AGREED AND ACCEPTED ON BEHALF OF
Civil Service Bar Association

BY: _____
Saul Fishman, President

The City of New York

Office of Labor Relations

22 Cortlandt Street, New York, NY 10007
nyc.gov/olr

Renee Campion
Commissioner
Daniel Pollak
First Deputy Commissioner

Claire Levitt
Deputy Commissioner
Health Care Strategy
Georgette Gentely
Director, Employee Benefits Program

October 25, 2022

Saul Fishman, President
Civil Service Bar Association
216 West 14th Street, 7th Floor
New York, NY 10001

Re: Alternate Work Schedule Pilot Program

Dear Mr. Fishman:

The parties agree to establish a pilot program to implement compressed work week schedules for certain bargaining unit members. Agency participation in the pilot program is voluntary and the program expires one year after the expiration of the *2017-2021 Attorneys Agreement*.

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 his designee, and representatives of CSBA, who will implement the pilot program. Consideration of any pilot program under this provision is subject to the following conditions:

- The labor/management committee will consider applicable Citywide policy, guidelines and contractual obligations in the development of the pilot program.
- Alternate work schedules under this pilot are limited to compressed work week schedules.
- Agencies retain the discretion to implement or terminate alternate work schedules based on the operational needs of the Agency or other considerations.
- The joint committee will review appeals of individual denials of requests for alternate work schedules and denials of requests to terminate alternate work schedules.
- The parties agree to review the pilot program 24 months after it is implemented in order to give the parties the opportunity to discuss and adjust any program changes they mutually agree are necessary.

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

23001

Very truly yours,

Renee Campion

AGREED AND ACCEPTED ON BEHALF OF
Civil Service Bar Association

BY: _____
Saul Fishman, President

Office of Labor Relations

22 Cortlandt Street, New York, NY 10007
nyc.gov/olr

Renee Campion
Commissioner
Daniel Pollak
First Deputy Commissioner

Claire Levitt
Deputy Commissioner
Health Care Strategy
Georgette Geslaly
Director, Employee Benefits Program

October 25, 2022

Saul Fishman, President
Civil Service Bar Association
216 West 14th Street, 7th Floor
New York, NY 10001

Re: Paid Family Leave Civil Service Bar Association

Dear Mr. Fishman:

This is to confirm the understanding and agreement of the parties concerning paid family leave for employees covered by the Civil Service Bar Association (CSBA) Memorandum of Agreement (MOA) for the period August 18, 2017 through April 17, 2021.

The parties agreed to "opt in" to the New York State Paid Family Leave Program, as implemented by the City of New York. The City of New York took the necessary steps to implement PFL for CSBA, CBU 019 effective October 17, 2019, once ratified by the membership on June 24, 2019.

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

Very truly yours,

Renee Campion

AGREED AND ACCEPTED ON BEHALF OF
Civil Service Bar Association

BY: _____
Saul Fishman, President

23001

The City of New York

Office of Labor Relations

22 Cortlandt Street, New York, NY 10007
nyc.gov/olr

Renee Campion
Commissioner
Daniel Pollak
First Deputy Commissioner

Claire Levitt
Deputy Commissioner
Health Care Strategy
Georgette Gostely
Director, Employee Benefits Program

October 25, 2022

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,

Renee Campion

AGREED AND ACCEPTED ON BEHALF OF
Civil Service Bar Association

BY: _____

Saul Fishman, President

The City of New York

Office of Labor Relations

22 Cortlandt Street, New York, NY 10007
nyc.gov/olr

Renee Campion
Commissioner
Daniel Pollak
First Deputy Commissioner

Claire Levitt
Deputy Commissioner
Health Care Strategy
Georgette Gastaldy
Director, Employee Benefits Program

October 25, 2022

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

Re: Labor Management Committees (2010-2017 contract)

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.

23001

Very truly yours,

Renee Campion

AGREED AND ACCEPTED ON BEHALF OF
Civil Service Bar Association

BY: 

Saul Fishman, President

THE CITY OF NEW YORK

OFFICE OF LABOR RELATIONS

40 Rector Street, New York, N.Y. 10006

RANDY L. LEVINE
Commissioner
JAMES F. HANLEY
First Deputy Commissioner
MARLENE A. GOLD
Deputy Commissioner

Mr. Carroll E. Haynes, President
Local 237, IBT, AFL-CIO
216 West 14th Street
New York, NY 10011

Ms. Gloria Johnson, Chairperson Civil
Service Bar Association
216 West 14th Street
New York, NY 10011

Re: Attorney Reclassification

Dear Mr. Haynes and Ms. Johnson:

This is to confirm our mutual understanding and agreement regarding the establishment of the title of Attorney At Law in the competitive class and the titles of Agency Attorney Interne and Agency Attorney in the non-competitive class.

¶ 1. The City Personnel Director shall establish the title of Attorney At Law in the competitive class. Permanent competitive class incumbents serving in the titles of Associate Attorney, Associate Attorney (Taxes), Attorney, Attorney (Law Librarian) and Attorney (Taxes) shall be reclassified into the title of Attorney At Law by table of equivalency.

¶ 2. The salaries for the competitive class title of Attorney At Law shall be as follows:

TITLE	Hired After 3/31/93 *	Hired Before 4/1/93	Maximum
Attorney At Law	$39,804	$42,654	$75,195
Level I	$39,804	$42,654	$57,284
Level II	$45,205	$48,445	$63,740
Level III	$50,612	$54,236	$70,195
Level IV	$52,945	$56,736	$75,195

* See Section Article III, 4(b)(iv) of the 1991-94 Attorneys Agreement.

¶ 3. Upon the establishment of the title Attorney At Law, all incumbents currently serving as permanent Associate Attorneys or Associate Attorneys (Taxes) shall be designated as permanent Attorneys At Law, Level III.

¶ 4. Upon the establishment of the title Attorney At Law, all incumbents currently serving as provisional Associate Attorneys or Associate Attorneys (Taxes) and holding underlying permanent status in the title of Attorney, Attorney (Law Librarian) or Attorney (Taxes) shall be designated as Attorneys At Law, Level III.

23001

¶ 5. Incumbents holding underlying permanent status in the title of Attorney, Attorney (Law Librarian) or Attorney (Taxes) shall be offered the opportunity to take a qualifying training and experience examination for assignment to Level II and III positions of Attorney At Law. Qualified applicants shall be utilized as a hiring pool for assignment to said Level II and III positions for a period of one year from the date of the establishment of Attorney At Law.

¶ 6. For the purposes of implementing the provisions of Labor Relations Order No. 8471, Section IX (Assignment Level Procedures), continuous service in the title of Associate Attorney shall count towards meeting the continuous service requirement for Attorney At Law Level III.

¶ 7. Upon approval by the New York State Civil Service Commission the City Personnel Director shall establish the titles of Agency Attorney Interne, Agency Attorney and Executive Agency Counsel in the non-competitive class of the City of New York and shall earmark for present permanent incumbents only the competitive class title of Attorney At Law. Employees serving as provisionals in the titles of Attorney At Law, Attorney Trainee, and Law Clerk shall be appointed to the comparable non-competitive titles at the corresponding assignment level.

¶ 8. The City Personnel Director/Commissioner shall utilize the Attorney Trainee List (Exam No. 2064) as a hiring pool for appointments to the non-competitive class title of Agency Interne for a period of one year from the date of the establishment of said title.

¶ 9. The salaries for the non-competitive class titles shall be as follows:

TITLE	Hired After 3/31/93 *	Hired Before 4/1/93	Maximum
Agency Attorney Interne	$37,271	$39,939	$42,167
Agency Attorney	$39,804	$42,654	$75,195
Level I	$39,804	$42,654	$57,284
Level II	$45,203	$48,445	$63,740
Level III	$50,612	$54,236	$70,193
Level IV	$52,945	$56,736	$75,195

* See Section Article III, 4(b)(iv) of the 1991-94 Attorneys Agreement

¶ 10. Agency Attorneys shall be covered by the non-competitive class disciplinary procedure set forth in ¶ 11 subject to the following provisions:

a. Employees who are reclassified to Agency Attorney and who have served continuously in the same agency as provisionals in the predecessor competitive class attorney title(s) for two or more years as of the effective date of their reclassification shall have full disciplinary rights after they have served a minimum of six (6) months in their new non-competitive class positions.

b. Employees who are reclassified to Agency Attorney and who have served continuously in the same agency as provisionals in the predecessor competitive class attorney title(s) for more than one year but less than two years as of the effective dates of their reclassification shall have full disciplinary rights upon completion of two years of combined continuous service in their respective provisional and non-competitive class positions provided they have served a minimum of six (6) months in their new non-competitive class position.

c. All other employees who are appointed or reclassified to Agency Attorney must complete one year of service as specified below in ¶ 11 to be eligible for disciplinary rights.

¶ 11. The 1991-94 Attorneys Agreement shall be amended by the addition of the following new sections to Article VI

§ 1(g) A claimed wrongful disciplinary action taken against a full-time permanent non-competitive class employee with one year of service in title, except for employees during the period of a mutually-agreed upon extension of probation.

§ 15 Non-Competitive class Disciplinary Procedure

In any case involving a grievance under § 1(g) of this Article, the following procedures shall apply upon service of charges of incompetency or misconduct:

STEP A Following the service of written charges upon an employee a conference with such employee shall be held with respect to such charges by the person designated by the agency head to review a grievance at STEP I of the Grievance Procedure set forth in this agreement. The employee may be represented at such conference by a representative of the Union. At the conference the person designated by the agency head to review the charges shall: (1) verbally communicate to the employee any information reasonably necessary for the employee to understand the nature of the charges; (2) furnish to the employee copies of documentary evidence necessary to support the charges; and (3) furnish to the employee the names of potential witnesses except under unusual circumstances. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference.

STEP B If the employee is dissatisfied with the determination in STEP A above, he or she may appeal such determination. The appeal must be made within five (5) working days of the receipt of such determination. Such appeal shall be treated as a grievance appeal beginning with STEP II of the Grievance Procedure set forth herein.

¶ 12. Agency Attorney Internes and Agency Attorneys shall be deemed covered by the non-competitive/labor class layoff procedures set forth in the 1990-92 Citywide Agreement, or any successor agreement thereto.

¶ 13. For the purposes of implementing the provisions of Labor Relations Order No. 84/1, Section IX (Assignment Level Procedures), continuous service in a level of Attorney At Law shall count towards meeting the continuous service requirement for the comparable level of Agency Attorney.

¶ 14. Pursuant to Article XIII, Section 8(b) of the 1990-92 Citywide Agreement (as amended) welfare fund payments shall continue to be made to the CSBA welfare fund pending the final decision of the Board of Certification as to the bargaining status of the titles of Agency Attorney Interne, Agency Attorney and Attorney At Law.

¶ 15. When a Mayoral agency is authorized by the appropriate bod(ies) and decides to fill a vacancy in a Level II or III position of either Attorney At Law or Agency Attorney, a notice of such vacancy shall be posted in the appropriate areas of the agency having such vacancy. The agency shall give due consideration to all qualified applicants regardless of jurisdictional class.

¶ 16. An employee when assigned to a higher level within the class of positions of Attorney At Law or Agency Attorney shall receive for the period of such higher level assignment either the minimum basic salary of the assigned level or the rate received in the former assignment level plus the level increase of $1,355, whichever is greater. Assignments to a higher level shall not be considered a promotion.

¶ 17. The Union agrees not to oppose the establishment of the titles of Agency Attorney Interne, Agency Attorney and Executive Agency Counsel in the non-competitive class of the City of New York. The City agrees not to oppose before the Board of Certification the accretion of the titles of Agency Attorney Interne, Agency Attorney and Attorney At Law to the Attorney Bargaining Unit. It is the intent of the parties that incumbents shall suffer no loss in compensation or benefits as a direct result of the classification actions set forth in this letter agreement.

¶ 18. If any of the provisions of this letter agreement are found to be in conflict with the civil service law, or any other applicable rules and regulations, it is understood by the parties that civil service law, or the applicable rules and regulations, shall govern. Such conflict shall not impair the validity and enforceability of the remaining provisions of this letter agreement.

¶ 19. Nothing contained herein shall limit or diminish the Employer's or the Union's rights pursuant to §12-307(b) of the New York City Collective Bargaining Law, except as specifically provided herein.

¶ 20. The provisions of this letter agreement may be modified by the mutual written consent of the parties.

¶ 21. This letter agreement shall be deemed to be an appendix to the 1991-94 Attorneys Agreement pursuant to the terms set forth in Article XIII thereof and shall be coterminous with said 1991-94 Attorneys Agreement.

If the above accords with your understanding, please sign in the space provided below.

Sincerely,

RANDY L. LEVINE

AGREED

By: Carroll E. Haynes
CARROLL E. HAYNES

AGREED

By: Gloria Johnson
GLORIA JOHNSON

DATED: August 30, 1995

c: Marc V. Shaw
Lillian Barrios-Paoli

The City of New York

OFFICE OF MUNICIPAL LABOR RELATIONS

[illegible]

BRUCE McIVER
[illegible]

August 11, 1983

TO: All Affected Agency

FROM: Bruce McIver

SUBJECT: Special Terms and Conditions Affecting Competitive Class Attorneys.

---

1. Effective immediately, attorneys in any of the below listed classes of positions shall be provided with a reasonable number of business cards by their employing agency. Procedures for implementing this provision shall solely be determined by the agency.

2. Leaves of absence without pay pursuant to Section 5.1 of the Leave Regulations for Employees Who Are Under the Career and Salary Plan shall not be unreasonably denied to attorneys seeking educational or sabbatical leave.

3. The subject of flexible work weeks for attorneys is hereby referred to agency labor-management committees for discussion. Implementation of any flexible work week is subject to Article II, Section 2 of the City-wide Agreement and review by alternative work schedule task force.

Assistant Attorney
Associate Attorney
Associate Attorney (Taxes)
Attorney
Attorney (Law Librarian)
Attorney (Taxes)
Senior Attorney
Senior Attorney (Taxes)

23001

The City of New York

OFFICE OF MUNICIPAL LABOR RELATIONS
250 BROADWAY, NEW YORK, N. Y. 10007

ANTHONY C. RUSSO
Director

TO: HEADS OF ALL CITY DEPARTMENTS AND AGENCIES

FROM: HARRY KARETZKY, DEPUTY DIRECTOR

SUBJECT: ATTORNEY SIGN/IN - SIGN/OUT SHEETS

DATE: DECEMBER 14, 1977

As part of the settlement reached during collective bargaining with the Civil Service Bar Association it was agreed that Attorneys would not be required to sign in or sign out on a daily basis, but rather they would use a weekly time sheet.

Accordingly, effective Monday, January 2, 1978, please insure that Attorneys working for your agency use a weekly time sheet.

Your cooperation is appreciated.

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

MAYRA E. BELL
General Counsel
CHRIS BERNER
Chief of Staff
GEORGETTE GESTELY
Director, Employee Benefits Program

August 14, 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 related to Section 2 of the May 5, 2014 letter agreement for the period up to and including fiscal year 2018, effective July 1, 2014 (as seen below):

> *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.*

The parties agree that the allocation of up to $150 million over the four year period from the Stabilization Fund shall be distributed in the following manner:

- Effective July 1, 2014, there shall be an increase to the Employer's contribution to the Union-administered welfare funds by $25 per annum.
- Effective July 1, 2015, there shall be an additional increase to the Employer's contribution to the Union-administered welfare funds by $25 per annum, for a total of $50 per annum.
- Effective July 1, 2016, there shall be an additional increase to the Employer's contribution to the Union-administered welfare funds by $25 per annum, for a total of $75 per annum.
- Effective July 1, 2017, there shall be an additional increase to the Employer's contribution to the Union-administered welfare funds by $25 per annum, for a total of $100 per annum and for every year thereafter.

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Every year thereafter, $60 million from the Stabilization Fund will be allocated to the Welfare Funds, as determined by the parties.

These payments shall be made on behalf of each full time per annum employee and retiree or other applicable equivalent for other than full time per annum employee or retiree. For other than full time per annum employees and retirees, payment shall be in accordance with the applicable welfare fund agreement.

If the $150 million sum is greater or less than the monies required to maintain contributions as listed above, the parties agree to convene a labor-management meeting.

Individual letters will also be mailed to the respective Welfare Funds, execution of which shall serve to modify the Welfare Fund agreements, in accordance with what was previously agreed to by the City and the MLC, and requiring the incorporation of the amendment into their individual Welfare Fund trust agreements. The implementation of the modification to the individual Welfare Fund trust agreements will be in accordance with the past practice of the $65 Welfare Fund increase. If the above accords with your understanding and agreement, kindly execute at the signature line provided.

Sincerely,

Robert W. Linn
Commissioner

Agreed and Accepted on behalf of the Municipal Labor Committee

BY: _____
Harry Nespoli, Chair

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