

MEMORANDUM OF AGREEMENT (the ‘Agreement’) entered into on this ____ day of November 2015 by and between the Organization of Staff Analysts (the “Union”) and the City of New York (the “City”).

WHEREAS, the undersigned parties desire to enter into a collective bargaining agreement, including this *2008-2017 OSA School Security/Traffic MOA* and the agreement successor to the one terminating on December 12, 2008 (“*Successor Separate Unit Agreement*”) to cover the employees represented by the Union (“Employees”);

WHEREAS, the undersigned parties intend by this *2008-2017 OSA School Security/Traffic MOA* to cover all economic and non-economic matters and to incorporate the terms of this *OSA School Security/Traffic 2008-2017 MOA* into the *Successor Separate Unit Agreement*, covering the period from December 13, 2008 through December 12, 2017;

WHEREAS, the undersigned parties intend by this *OSA School Security/Traffic 2008-2017 MOA* to continue all of the same terms and conditions specified in the *Separate Unit Agreement*, including applicable side letters, terminating on December 12, 2008, except as modified or amended below,

NOW, THEREFORE, it is mutually agreed as follows:

1. The term of the Agreement shall be from December 13, 2008 through May 11, 2018.
2. 2008-2010 Round
 - General Wage Increases
 - a. The general increases, effective as indicated, shall be:
 - i. Effective June 13, 2014 said Employees in the units described above shall receive a general increase of 2.00%.
 - ii. Effective June 13, 2015, said Employees shall receive an additional general increase of 1.961%.
 - iii. Effective June 13, 2016, said Employees shall receive an additional general increase of 2.00%.
 - iv. Effective June 13, 2017, said Employees shall receive an additional general increase of 1.9605%.
 - v. Part-time per annum, per session, hourly paid and part-time per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in 2.a.i., 2.a.ii, 2.a.iii, and 2.a.iv. on the basis of computations heretofore utilized by the parties for all such Employees.

- b. The increases provided for in Section 2.a. above shall be calculated as follows:
 - i. The general increase in Section 2.a. i. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect June 12, 2014.
 - ii. The general increase in Section 2.a. ii. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect June 12, 2015.
 - iii. The general increase in Section 2.a. iii. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect June 12, 2016.
 - iv. The general increase in Section 2.a. iv. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect June, 12, 2017.

3. Structured Retiree Claims Settlement Fund

Upon ratification, the City shall establish a Structured Retiree Claims Settlement fund in the total amount of \$88,619 to settle all claims by retirees who have retired between December 13, 2008 and the date up to and including August 12, 2013, concerning wage increases arising out of the 2008-2010 round of bargaining.

The parties acknowledge a shortfall in the structured retiree fund to settle all claims for retirees between December 12, 2008 and the date up to and including August 12, 2013.

The parties have agreed to extend the contract 4 months and 29 days to fund the shortfall.

The parties have agreed to the following formula to compensate these employees: a general wage increase of 4%, effective December 13, 2008 and a general wage increase of 4% (compounded), effective December 13, 2009.

4. Employees who retire after August 12, 2013 shall receive lump sum payments based on the same schedule as actives as set forth below in paragraph 5.

5. Lump Sum Payments stemming from the 2009-2011 Round and schedule for actives for those continuously employed as of the date of payout.

- i. 7/1/15 ----- 12.50% (1/8 of the balance as of this date)
- ii. 7/1/17 ----- 12.50% (1/7 of the balance as of this date)
- iii. 7/1/18 ----- 25.00% (1/3 of the balance as of this date)
- iv. 7/1/19 ----- 25.00% (1/2 of the balance as of this date)

- v. 7/1/20 ----- 25.00% (representing the remainder of the balance)

6. General Wage Increases

a.

- i. Effective June 13, 2012, Employees shall receive a general increase of 1.00%.
- ii. Effective, June 13, 2013, Employees shall receive a general increase of 1.00%.
- iii. Effective June 13, 2014, Employees shall receive a general increase of 1.00%.
- iv. Effective June 13, 2015, Employees shall receive a general increase of 1.50%.
- v. Effective June 13, 2016, Employees shall receive a general increase of 2.50%.
- vi. Effective June 13, 2017, Employees shall receive a general increase of 3.00%.

b. Part-time per annum, per session, hourly paid and part-time per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in Section 6.a. on the basis of computations heretofore utilized by the parties for all such Employees.

c. The increases provided for in Section 6 a. above shall be calculated as follows:

- i. The general increase in Section 6 a. i. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect June 12, 2012.
- ii. The general increase in Section 6 a. ii. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect June 12, 2013.
- iii. The general increase in Section 6 a. iii. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect June 12, 2014.
- iv. The general increase in Section 6 a. iv. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect June 12, 2015.

v. The general increase in Section 6 a. v. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect June 12, 2016.

vi. The general increase in Section 6 a. vi. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect June 12, 2017.

7. Additions to Gross

Effective June 13, 2017 the general increase provided for in Section 6a.vi above shall be applied to “additions to gross.” “Additions-to- gross” shall be defined to include uniform allowances, equipment allowances, transportation allowances, uniform maintenance allowance, assignment differentials, service increments, longevity differentials, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials.

Section 7. does not apply to longevity increments.

8. Ratification Bonus

A lump sum cash payment in the amount of \$1,000, pro-rated for other than full-time employees, shall be payable as soon as practicable upon ratification of the Agreement to those employees who are on payroll as of the date of ratification. The lump sum cash payment shall be pensionable, consistent with applicable law.

- a. Full-time per annum and full-time per diem Employees shall receive a pro-rata lump sum cash payment in accordance with Interpretive Memorandum No., 102, dated August 26, 2014. .
- b. Part-time per annum, part-time per diem (including seasonal appointees), per session, hourly paid Employees and Employees whose normal work year is less than a full calendar year shall receive a pro-rata portion of the lump sum cash payment based on their regularly scheduled hours and the hours in a full calendar year.
- c. The lump sum cash payments shall not become part of the Employee’s basic salary rate nor be added to the Employee’s basic salary for the calculation of any salary based benefits including the calculation of future collective bargaining increases.
- d. For circumstances that were not anticipated by the parties, the First Deputy Commissioner of Labor Relations may elect to issue, on a case-by-case basis, interpretations concerning the application of Section 8 of the *School Security/Traffic 2008-2017 MOA*. Such case-by-case interpretations shall not be subject to any dispute resolution procedures as per past practice of the parties.

9. Conditions of Payment

- a. The lump sum cash payment pursuant to Section 8. of this *2008-2017 MOA* shall be payable as soon as practicable upon ratification of this *School Security/Traffic 2008-2017 MOA*.
- b. The general increases pursuant to Sections 6 a. i, ii., iii., and .iv. of this *2008-2017 MOA* shall be payable as soon as practicable upon execution of this *School Security/Traffic 2008-2017 MOA*.
- c. The general increases pursuant to Section 6 a. v. of this *School Security/Traffic 2008-2017 MOA* shall be payable as soon as practicable after the effective date of such increases.
- d. The general increases pursuant to Sections 6 a. vi. of this *School Security/Traffic 2008-2017 MOA* shall be payable as soon as practicable upon the execution of the successor unit agreement.

10. Citywide Agreement

A committee shall be established to jointly incorporate the current applicable Citywide provisions into the new School Security/Traffic Unit Agreement. All provisions must mutually agreed to by the parties.

11. Nothing contained in this current Agreement shall preclude the parties from their continuing discussions to identify, review, recommend and develop initiatives that will generate workplace savings, maximize the potential of the City workforce and ensure the provision of essential services, while at the same time providing increased compensation for the workforce. The parties must conclude all discussions regarding this Section no later than 24 months after the date of ratification of the Agreement unless the parties have mutually agreed to extend the deadline. Any claim that either party has of **enforcement** of a mutually agreed upon savings proposal shall be submitted to an expedited arbitration panel with the assistance of the Office of Collective Bargaining. The expedited arbitration panel shall not be used to decide the substance, merit or value of either of the parties' specific savings proposals. The final general wage increase in this Agreement as stated in Section 6a.vi shall not be paid unless and until these discussions are completed by the parties or unless the parties mutually agree to extend the deadline.

12. Prohibition of Further Economic Demands

Except as provided for in Section 11, no party to this agreement shall make additional economic demands during the term of the *2008-2017 MOA* or during the negotiations for the *Successor Unit Agreement*.

13. Health Savings and Welfare Fund Contributions

The May 5, 2014 Letter Agreement regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee, will be attached as an Appendix, and is deemed to be part of this *2008-2017 MOA*.

14. The final general wage increase in this Agreement as specified in Section 6a.vi shall not be paid unless and until there is a signed separate unit agreement.
15. This Memorandum of Agreement is subject to union ratification.

For the City of New York

For the Organization of Staff Analysts

Robert W. Linn
Commissioner of Labor Relations

Robert Croghan
President