

2017-2021 Memorandum of Agreement
Organization of Staff Analysts ("OSA" or "Union") and Department of Education of
the City of New York ("Department")

1. Term: 5/25/17 - 6/5/21 (48 months, 12 days)

2. General Wage Increases

<u>Effective Date</u>	<u>General Wage Increases</u>
i. May 25, 2017	2.00%
ii. May 25, 2018	2.25% compounded
iii. June 25, 2019	3.00% compounded

In no event shall any employee receive across-the-board general wage increases, including those received as a manager, original jurisdiction, or NYC H+H Group 11 managerial title, that exceed those provided for in Section 2, nor shall any employee be deprived of a general wage increase as a result of being added to the OSA bargaining unit.

For example, if an employee received the first 2% increase as a manager, they are not eligible to receive the May 25, 2017 increase set forth in Section 2(i); if an employee received the 2.25% increase as a manager, they are not eligible to receive May 25, 2018 increase set forth in Section 2(ii), and so on. However, if an eligible employee left a managerial title before receiving the first 2% increase as a manager on September 25, 2017, but after May 25, 2017 (the effective date of the first OSA general wage increase), such employee will be entitled to the 2% general wage increase effective the date the title first came into the OSA unit.

3. Additions to Gross

The general wage increases provided for in Section 2(i), (ii).and (iii) shall not be applied to "additions to gross." "Additions to gross" shall be defined to include uniform allowances, equipment allowances, transportation allowances, uniform maintenance allowances, assignment differentials, service increments, longevity differentials, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials.

4. Conditions of Payment

The parties agree that payment of the wage increases under Section 2, the Longevity Increases under Section 6, and the Service Increments under Section 7 of this MOA shall be payable as soon as practicable upon ratification of this MOA.

5. Education/Training Fund

Effective June 25, 2019, the below listed titles shall be added to the OSA Education and Training Fund and there shall be a twenty-five dollar (\$25.00) per annum contribution made on behalf of each full-time per annum employee to the Organization of Staff Analysts.

<u>Title Code</u>	<u>Title</u>
1002F	Administrative Community Relations Specialist (Non-Managerial)

6. Longevity Increment

- a. i. Employees in the below listed titles with ten (10) years or more of "City" service in pay status shall continue to receive a longevity increment in the amount of \$1,848 per annum.

Effective June 25, 2019, this ten (10) year longevity increment shall be increased by sixty-two dollars (\$62.00) per annum.

Effective June 5, 2021, this ten (10) year longevity increment shall be increased by an additional four hundred and thirty-eight dollars (\$438.00) per annum.

As such, the ten (10) year longevity increment in this section 6 a. i. is effective as follows:

Effective:	May 25, 2017	June 25, 2019	June 5, 2021
	\$1,848	\$1,910	\$2,348

- ii. Employees in the below listed titles with fifteen (15) years or more of "City" service in pay status shall continue to receive the 10 year longevity as above, plus a 15 year longevity increment combined for a total longevity increment as follows:

Effective:	May 25, 2017	June 25, 2019	June 5, 2021
	\$3,696	\$3,820	\$4,696

<u>Title code</u>	<u>Title(s)</u>
12627, 126270	Associate Staff Analyst
12626, 126260, 460	Staff Analyst - Levels I and II
12749	Staff Analyst Trainee
12618	Training Development Specialist

- b. i. Employees in the below listed titles with ten (10) years or more of "City" service in pay status shall continue to receive a longevity increment in the amount of \$835 per annum.

Effective June 25, 2019, this ten (10) year longevity increment shall be increased by sixty-two dollars (\$62.00) per annum.

Effective June 5, 2021, this ten (10) year longevity increment shall be increased by an additional four hundred and thirty-eight dollars (\$438.00) per annum.

As such, the ten (10) year longevity increment in this section 6 b. i. is effective as follows:

Effective:	May 25, 2017	June 25, 2019	June 5, 2021
	\$835	\$897	\$1,335

- ii. Employees in the below listed titles with fifteen (15) years or more of "City" service in pay status shall continue to receive the 10 year longevity as above, plus a 15 year longevity increment combined for a total longevity increment as follows:

Effective:	May 25, 2017	June 25, 2019	June 5, 2021
	\$1,670	\$1,794	\$2,670

<u>Title code</u>	<u>Title(s)</u>
1002A	Administrative Staff Analyst (Non-Managerial)

- c. i. Effective June 25, 2019, employees in the below listed titles with ten (10) years or more of "City" service in pay status shall receive a longevity increment of sixty-two dollars (\$62.00) per annum.

Effective June 5, 2021, this ten (10) year longevity increment shall be increased by an additional four hundred and thirty-eight dollars (\$438.00) per annum.

As such, the ten (10) year longevity increment in this section 6c.i. is effective as follows:

Effective:	June 25, 2019	June 5, 2021
	\$62	\$500

- ii. Employees in titles listed below with fifteen (15) years or more of "City" service in pay status shall continue to receive the 10-year longevity as above, plus a 15 year longevity increment combined for a total longevity increment as follows:

Effective:	June 25, 2019	June 5, 2021
	\$124	\$1,000

<u>Title Code</u>	<u>Title(s)</u>
1002F	Administrative Community Relations Specialist (Non-Managerial)

- d. i. Except as modified by this agreement, the rules for eligibility for the longevity increment(s) described in this Section 6 are set forth in Appendix "A" of the 1995-1999 Staff Analyst Agreement.

7. Service Increments

- a. i. Eligible employees in titles listed in Sections 6 a. and 6 b. of this MOA with twenty or more years of "City" service in pay status shall continue to receive a service increment in the amount of \$1,771.
- ii. Effective June 25, 2019, this amount shall be increased by sixty-two dollars (\$62.00) to \$1,833.
- iii. Effective June 5, 2021, this amount shall be increased by four hundred and thirty-eight dollars (\$438.00) to \$2,271.
- b. i. Effective June 25, 2019, eligible employees in title code 1002F, Administrative Community Relations Specialist, with twenty or more years of "City" service in pay status shall receive a service increment in the amount of \$62.00.
- ii. Effective June 5, 2021, this amount shall be increased by four hundred and thirty-eight dollars (\$438.00) to \$500.
- c. The rules for eligibility for the service increment(s) described in this Section 7 are set forth in Appendix A of the 1995-1999 Staff Analyst Agreement.

8. Union Recognition

Article I Paragraph 1 of the 1995-1999 Staff Analyst Agreement shall be amended to include employees who transferred from the Administration for Child Services (ACS) to the Department of Education on or about July 7, 2019, and March 2, 2020, and employed in the following title codes:

1002A Administrative Staff Analyst (Non-Managerial)

1002F Administrative Community Relations Specialist (Non-Managerial)

9. July 2019 Functional Transfers

All OSA-represented employees who transferred from ACS to DOE on or about July 7, 2019 shall be entitled to the general wage increase of 3% effective the date of their employment with the Department.

10. Paid Family Leave

The parties acknowledge that OSA has already opted into the New York State Paid Family Leave Program, pursuant to the side-letter between the parties dated April 1, 2019 attached to this MOA.

11. Health Savings and Welfare Fund Contributions

The May 5, 2014 and June 28, 2018 Letter Agreements regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee, will be attached as Appendix and are deemed to be part of this MOA.

Effective March 25, 2019, there shall be a recurring two-hundred and fifty dollars (\$250.00) per annum per employee (active and retiree) increase to the welfare fund contribution.

12. Direct Deposit

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

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

13. Leave Without Pay

The parties agree to continue the pilot program to provide leaves of absence without pay for up to one year for bargaining unit members. Agency participation in the pilot program is voluntary and the program expires one year after the last day of the 2017-2021 Staff Analyst Agreement.

The program will consist of the establishment of a labor/management committee with the Department consisting of a designee of the Chancellor, the First Deputy Commissioner of the Office of Labor Relations or her designee, and representatives of OSA, who will implement the pilot program. Consideration of any pilot program under this provision is subject to the following conditions:

The Department may limit the availability of leaves under this program to a maximum of one (1) percent of eligible employees in the Agency at any given time;

Leave requests will be considered for a maximum of one calendar year;

The Department retains the discretion to deny individual leave requests based on the operational needs of the Agency or other reasons;

The Department will not be responsible for the cost of maintaining health and welfare fund benefits for employee participants for the duration of such leave;

Employees shall be permitted to pay for health and welfare fund benefits during such leave through COBRA in accordance with existing practice;

Leave taken pursuant to the pilot programs is not considered a break in service for the purpose of pay and benefits; however, the time spent on unpaid leave is not counted as service in determining benefits including pension;

Employees will maintain the number of sick leave and annual leave days in their banks at the time the leave commences, however they will not accrue additional sick leave or annual leave days for the period of such leave;

Employees will have their salaries adjusted upon their return work to reflect contractual increases implemented during such leave, however the period of such leave will not be counted toward eligibility for longevity or service increment payments;

A request by an employee to return to work before the full requested leave time has elapsed will be granted at the sole discretion of the agency;

The parties agree to review the pilot program prior to its expiration in order to give the parties the opportunity to discuss and adjust any program changes they mutually agree are necessary.

14. Alternate Work Schedule

The parties agree to continue the pilot program to implement alternate work schedules for bargaining unit members. The Department's participation in the pilot program is voluntary and may be terminated consistent with the terms of Sections iii and iv, below.

The program will consist of the formulation of a labor/management committee consisting of a designee of the Department, and representatives of OSA, who will implement the pilot program. Consideration of any pilot program under this provision is subject to the following conditions:

1. The labor/management committee will consider applicable Citywide policy, guidelines and contractual obligations in the development of the pilot program.

- ii. Alternate work schedules may include flextime, staggered hours and compressed work schedules.
- iii. The Department retains the discretion to implement or terminate alternate work schedules based on the operational needs of the Department or other considerations. The Union may appeal such schedule termination directly in writing to the Director, NYCDOE Office of Labor Relations, whose decision shall be final and not subject to further appeal or arbitration.
- iv. For Alternative Work Schedules implemented after the date of this agreement, no such termination pursuant to Section iii shall occur less than one hundred and twenty (120) days after implementation of an alternative work schedule unless both parties agree otherwise. If the Department intends to terminate an alternate work schedule, it must notify the union and affected employee(s) at least five (5) weeks in advance and an appeal under this section must be filed by the Union at least one (1) week in advance of the scheduled termination.

15. Prohibition of Further Economic Demands

No party to this agreement shall make additional economic demands during the term of this MOA.

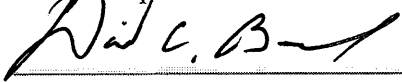
16. Continuation of Terms

The terms of the predecessor separate unit agreements shall be continued except as modified pursuant to this MOA.

17. Approval of Agreement

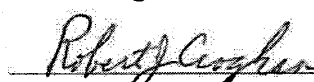
This Agreement is subject to union ratification.

For the Department of Education



David C. Banks
Chancellor

For the Organization of Staff Analysts



Robert J. Croghan
Chairman