

VERIFIED IMPROPER PRACTICE PETITION

OFFICE OF COLLECTIVE BARGAINING
100 GOLD STREET, SUITE 4800
NEW YORK, N.Y. 10038
MAILING ADDRESS: PECK SLIP STATION, P.O. BOX 1018
NEW YORK, NY 10038
PHONE: (212) 306-7160 FAX: (212) 306-7167

Docket Number

Date Filed

INSTRUCTIONS: Consult the New York City Collective Bargaining Law, Chapter 3, Title 12 of the Administrative Code of the City of New York ("NYCCBL"), § 12-306, and the Rules of the Office of Collective Bargaining (Rules of the City of New York, Title 61, Chapter 1) ("OCB Rules"), § 1-07 and § 1-12. File original with OCB, including proof of service, and serve one copy on the designated agent for each Respondent.

1. PETITIONER INFORMATION

Name: Organization of Staff Analysts

Address: 220 East 23rd Street, Suite 707, New York, NY 10010

Phone: (212) 686-1229

Email:

2. RESPONDENT INFORMATION

Name: City of New York, Office of Labor Relations

Address: 22 Cortlandt St., 14th Floor, New York, NY 10007

Phone: (212) 306-7200

Email (optional):

3. ADDITIONAL RESPONDENT (if applicable)

Name:

Address:

Phone:

Email (optional):

4. NATURE OF THE CONTROVERSY (failure to provide the following may result in delay or dismissal)

(a) List subsections of NYCCBL § 12-306 claimed to have been violated: (a)(1),(2), and (4)

(b) Using separate sheet(s) and numbered paragraphs, state in a clear and concise manner: the facts, including names, dates, and particular actions constituting each violation. This statement may be supported by attachments but may not consist solely of such attachments. Attach each document as a separate exhibit and explain its relevance;

(c) Attach relevant sections of agreements, rules, or policies involved;

(d) Provide an explanation why these actions constitute violations of the NYCCBL subsections specified;

(e) State the relief sought.

5. VERIFICATION

STATE OF NEW YORK)
COUNTY OF _____) SS.:

ATTACHED _____, being duly sworn deposes and says that (s)he is the petitioner above-named, or its representative, and that (s)he has read the above charge consisting of this and ___ additional pages, and is familiar with the facts alleged herein, which (s)he knows to be true, except as to those matters alleged upon information and belief, which matters (s)he believes to be true.

Signature

Date

Subscribed and sworn to before me

____ day of _____, 200__

Signature of Notary

ATTACHMENT A

NATURE OF THE CONTROVERSY

1. The Organization of Staff Analysts (“OSA”) is a recognized public employee organization, representing approximately 5,000 employees of the City of New York (“City”) and its related public employers. Pursuant to Bargaining Certificate No. 3-88 (as amended), OSA is the duly certified representative for employees in the titles of Staff Analyst, Associate Staff Analyst, Administrative Staff Analyst, Administrative Community Relations Specialist, and related titles, employed by the City and its related employers, including the Health and Hospitals Corporation (“HHC”), and the New York City Housing Authority (“NYCHA”).

2. The great majority of OSA members employed by the City of New York, HHC and NYCHA are currently working subject to a Memorandum of Agreement between OSA and the City that expired on August 24, 2017. A copy of the Memorandum of Agreement is annexed as Exhibit 1.

3. The City bargains a single contract with OSA on behalf of itself and HHC.

4. HHC participates in the bargaining process organized between the City and OSA and is a signatory to the contract but does not engage in any independent bargaining negotiations with OSA that are separate from bargaining sessions between OSA and the City.

5. All OSA members at NYCHA are covered by the economic terms of the contract negotiated between OSA and the City, pursuant to an election made by NYCHA in 1968. NYCHA’s agreement to be bound by the results of bargaining between OSA and the City with respect to economic terms and conditions of employment is also memorialized in the NYCHA-OSA unit agreement. An excerpt from the collective bargaining agreement between OSA and NYCHA referring to this election is annexed as Exhibit 2, and the 1968 letter from Mayor Lindsay to NYCHA memorializing this election is annexed as Exhibit 3.

6. Throughout their bargaining history, which began in 1988, OSA and the City (and therefore, indirectly, OSA and HHC and OSA and NYCHA) have bargained contracts using pattern bargaining. The parties wait until a contract has been agreed to between the City and one of the largest municipal unions (typically DC-37 or the UFT), which sets the pattern of funding and additional economic terms that will be available to OSA.

7. The Board has explained:

Pattern bargaining refers to the practice in which the first union to reach a settlement with an employer establishes wage increases during a finite period, the net cost of which forms a pattern which is offered by the employer to other

bargaining units. This construct has ‘long been established as a cornerstone of New York City labor relations.’

LEEBA, 12 OCB2d 17 (BCB 2019) (internal citations omitted).

8. The pattern for the 2017-2021 round of bargaining was set by DC-37 and the City. The City and DC-37 concluded their general bargaining on June 25, 2018. The 2017-2021 Memorandum of Agreement between the City and DC-37 is annexed as Exhibit 4.

9. OSA and the City met for an initial bargaining session on November 1, 2018. A representative from HHC was present. Assistant Commissioner (“AC”) Tamara Lake, Office of Labor Relations (“OLR”) was the City’s chief negotiator.

10. In the November 1, 2018 session the City provided OSA with a proposal for an economic agreement based upon the pattern set by the agreement between DC-37 and the City. A copy of this initial proposal is annexed as Exhibit 5.

11. OSA and the City met several times between November 1, 2018 and March 3, 2020 but did not conclude their collective bargaining agreement for 2017-2021. Upon information and belief, representatives from NYCHA and HHC were present for all sessions that were not designated “technical meetings.”

12. The parties were scheduled to meet again for bargaining on March 16, 2020. This session was cancelled and rescheduled for March 26. The March 26, 2020 meeting was also cancelled. Both were cancelled by the City due to concerns with the then-emerging COVID-19 pandemic.

13. The City and OSA ultimately met twice more, on April 6 and April 16, 2020, without the participation of NYCHA or HHC, for telephonic negotiations. OSA did not contest the pattern, but the City had yet not provided all of the costings requested by OSA. During these meetings, the City indicated that City Hall would have to review and approve any proposed agreement before a contract could be finalized.

14. On April 30, 2020, OSA Chairperson Robert J. Croghan and OSA General Counsel (“GC”) Leonard Shrier had a telephone conversation with City Commissioner of Labor Relations Renee Campion. Commissioner Campion advised Chairperson Croghan and GC Shrier that OLR had no authority to finalize any new contracts and that formal bargaining would be on hold.

15. Commissioner Campion stated in the April 30, 2020 phone call that the City’s intention was to maintain the pattern. At the urging of GC Shrier, Commissioner Campion agreed that OLR would continue to provide OSA with requested costings. Commissioner Campion stressed that any new information exchanged was not formal bargaining and the costings furnished by the City thereafter would constitute an “offer.”

16. On June 12, 2020 OLR provided OSA revised costings based upon the original November 1, 2018 pattern.

17. On July 12, 2020, the parties met by telephone for a technical meeting to discuss OSA's questions about the illustration and costings provided by OLR. Among other matters, OSA pointed out what it believed were errors/oversights in the new costings and clarified what it was seeking.

18. Starting in late October 2020, OSA learned that the City had negotiated "no-layoff" agreements with other unions, including DC-37. Other unions agreed to defer receipt of certain benefits, such as contributions to the welfare fund, for a period of months in exchange for a guarantee of no-layoffs for a similar period of time. An article from DC-37's website describing their October 2020 agreement with the City is annexed as Exhibit 6.

19. As of October 2020, OSA had already deferred receipt of the entire 2017 to 2021 pattern of wage and benefit increases for years due to the fact that negotiations had not concluded.

20. On October 30, 2020, OLR provided OSA with updated revised costings based upon the same pattern as had been offered November 1, 2018.

21. OSA reviewed the City's revised costings and by mid-November 2020 reached an internal decision on priority items and crafted a proposal that would allow the parties to close the contract with the funding available under the pattern without the need to obtain any additional costing information from the City.

22. On or about November 14, 2020, GC Shrier spoke with AC Lake by telephone. GC Shrier asked AC Lake if the City would conclude OSA's contract and also reach an agreement similar to that negotiated with DC-37 providing a period of no-layoffs. AC Lake stated she would run OSA's inquiry up the chain of command and get back to OSA.

23. On or about November 27, 2020, having received no response from AC Lake, GC Shrier telephoned Commissioner Campion to express OSA's dissatisfaction with the situation and reiterate the union's request for the contract to be concluded and to include a no-layoff provision similar to those given to other unions. GC Shrier stressed that OSA had already been forced to defer far more than the other unions with whom the City had negotiated a no-layoff clause. Commissioner Campion stated that it would not be possible to close OSA's contract at this time. She urged patience, citing the expectation that the City's financial picture could change favorably after the new administration was installed in Washington, D.C.

24. On January 15, 2021, OSA sent OLR a letter demanding the resumption of bargaining. A copy of this letter is annexed as Exhibit 7.

25. To date the City has refused to resume bargaining.

NYCCBL PROVISIONS VIOLATED

26. Section 12-305 of the NYCCBL sets forth, in pertinent part, the rights of public employees and certified employee organizations:

Public employees shall have the right to self-organization, to form join or assist public employee organizations, to bargain collectively through certified employee organizations of their own choosing and shall have the right to refrain from any or all of such activities.

27. Section 12-306 (a) (1) of the NYCCBL provides that it is an improper practice for a public employer to interfere with, restrain or coerce public employees in the exercise of their rights granted in section 12-305 of this chapter.

28. Section 12-306 (a) (2) of the NYCCBL provides that it is an improper practice for a public employer to dominate or interfere with the formation or administration of any public employee organization.

29. Section 12-306 (a) (4) of the NYCCBL provides that it is an improper practice for a public employer to refuse to bargain collectively in good faith on matters within the scope of collective bargaining with certified or designated representatives of its public employees.

AS AND FOR A FIRST CAUSE OF ACTION

30. The actions of the City, as set forth herein, in refusing to bargain a successor collective bargaining agreement to the expired Memorandum of Agreement that expired on August 24, 2017, frustrated and defeated OSA's collective bargaining rights and the rights of the employees it represents and has inhibited, restrained and/or coerced OSA and its members in the exercise of their collective bargaining rights. By these actions, the City has violated Section 12-306 (a) (1) of the New York City Collective Bargaining Law.

AS AND FOR A SECOND CAUSE OF ACTION

31. The actions of the City, as set forth herein, in refusing to bargain a successor collective bargaining agreement to the Memorandum of Agreement that expired on August 24, 2017, has negatively impacted OSA's ability to organize and interfered with the organization, formation, and administration of the Union. By these actions, the City has violated Section 12-306 (a) (2) of the New York City Collective Bargaining Law.

AS AND FOR A THIRD CAUSE OF ACTION

32. The actions of the City, as set forth herein, in refusing to bargain collectively in good faith on matters within the scope of collective bargaining, violated of Section 12-306 (a) (4) of the New York City Collective Bargaining Law.

RELIEF SOUGHT

33. Petitioner requests that the Board issue an order:
- a. Declaring that the City’s actions, as set forth herein, in refusing to bargain collectively in good faith with OSA on matters within the scope of collective bargaining, violated §12-306(a)(1),(2), and (4) of the NYCCBL;
 - b. Directing the City to resume bargaining with OSA, as the duly certified representative of approximately 5,000 employees of the City and its related employers, HHC and NYCHA, over wages, benefits and other terms and conditions to be covered by the 2017-2021 successor agreement;
 - c. Directing the City to reach an agreement with OSA for the 2017-2021 successor agreement that is based upon the 2017-2021 pattern set between DC-37 and the City in June 2018;
 - d. And provide any and all just and proper relief.

Dated: New York, NY
19 February 2021

Respectfully Submitted,

LAW OFFICES OF LEONARD A. SHRIER
General Counsel, OSA
225 Broadway, Suite 1606
New York, NY 10007

By:

/s/ Nora L. Sullivan

Nora L. Sullivan, Esq.
Assistant General Counsel
Organization of Staff Analysts
220 East 23rd Street, Suite 707
New York, NY 10010

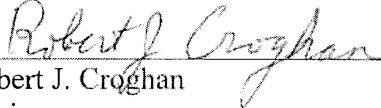
VERIFICATION

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) SS:

Robert J. Croghan, being duly sworn, deposes and says:

I am the Chairperson of the Organization of Staff Analysts (“OSA”), the respondent in this proceeding. I have read the foregoing answer to the petition and know the contents thereof to be true based upon my own personal knowledge and/or records and materials in the possession of OSA and its staff.

Dated: February 19, 2021



Robert J. Croghan
Chairperson
Organization of Staff Analysts

NORA L. SULLIVAN
NOTARY PUBLIC, STATE OF NEW YORK
No. 02SU6312415
Qualified in Richmond County
My Commission Expires Sept 29, 2022



Notary Public

EXHIBIT 1

MEMORANDUM OF AGREEMENT (the 'Agreement') entered into on this 30th day of September 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 *2010-2017 OSA Staff Analyst MOA* and the agreement successor to the one terminating on August 24, 2010 ("*Successor Separate Unit Agreement*") to cover the employees represented by the Union ("Employees");

WHEREAS, the undersigned parties intend by this *2010-2017 OSA Staff Analyst MOA* to cover all economic and non-economic matters and to incorporate the terms of this *2010-2017 OSA Staff Analyst MOA* into the *Successor Separate Unit Agreement*, covering the period from August 25, 2010 through August 24, 2017;

WHEREAS, the undersigned parties intend by this *2010-2017 OSA Staff Analyst MOA* to continue all of the same terms and conditions specified in the *Separate Unit Agreement*, including applicable side letters, terminating on August 24, 2010, except as modified or amended below,

NOW, THEREFORE, it is mutually agreed as follows:

1. The term of the Agreement shall be August 25, 2010 to August 24, 2017.
2. General Wage Increases
 - a.
 - i. Effective February 25, 2012, Employees shall receive a general increase of 1.00%.
 - ii. Effective, February 25, 2013, Employees shall receive a general increase of 1.00%.
 - iii. Effective February 25, 2014, Employees shall receive a general increase of 1.00%.
 - iv. Effective February 25, 2015, Employees shall receive a general increase of 1.50%.
 - v. Effective February 25, 2016, Employees shall receive a general increase of 2.50%.
 - vi. Effective February 25, 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 2a on the basis of computations heretofore utilized by the parties for all such Employees.
 - c. The increases provided for in 2.a. above shall be calculated as follows:
 - i. The general increase in 2.a.i. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect February 24, 2012.
 - ii. The general increase in 2.a.ii. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect February 24, 2013.

- iii. The general increase in 2.a.iii. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect February 24, 2014.
 - iv. The general increase in 2.a.iv. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect February 24, 2015.
 - v. The general increase in 2.a.v. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect February 24, 2016.
 - vi. The general increase in 2.a.vi. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect February 24, 2017.
3. The following titles newly certified to the Union shall be incorporated into the applicable sections of the *2010-2017 OSA Staff Analyst Agreement* consistent with the understanding of the parties:
- Administrative Staff Analyst (title codes 1002D, 1002E), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-15-04, dated July 29, 2010;
 - Administrative Community Relations Specialists (title code 1002F), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-63-11, dated January 10, 2014;
 - Program Manager, Training and Development, Levels I and II (title codes 004651, 004652), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-1573-14, dated September 9, 2015;
 - Assistant Director of Training and Development, Managerial Pay Plan II and III (title codes 004662, 004663), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-1574-14, dated September 9, 2015;
 - Director of Workforce Training and Staff Development (title code 000456), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-1575-14, dated September 9, 2015;
 - Ombudsman (Juvenile Justice) (title code 52695), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-56-10, dated September 7, 2010;
 - Supervisor of Traffic Device Maintainers Levels II and III (title code 90904), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-66-12, dated April 18, 2012;
 - Training and Development Representative (title code 107100), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-69-12, dated December 18, 2012;
 - Supervising Training and Development Associate (title code 107200), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-70-12, dated December 18, 2012;
 - Manager, Scheduling and Control (EDP) (title code 102810), added to Certification No. 3-88 (as amended) by OCB Decision No. AC-43-08, dated November 23, 2009.

In no event shall any employee receive across-the-board general wage increases, including those received as a manager, that exceed those provided for in Section 2.

For example, if an employee received the first 1% increase as a manager, they are not eligible to receive the 2/25/12 increase set forth in Section 2(a)(i); if an employee received

two 1% increases as a manager, they are not eligible to receive the 2/25/12 and 2/25/13 increases set forth in Section 2(a)(ii).

4. Additions to Gross

- a) Effective February 25, 2017 the general increase provided for in Section 2.a.vi above shall be applied to "additions to gross" for eligible titles as identified in the parties' Additional Compensation Fund agreement. "Additions to gross" shall be defined to include service increments and advancement increases.
- b) Additions-to-gross for employees in the title Administrative Staff Analyst, title codes 1002D, 1002E only, will be paid as follows:
Effective August 24, 2017, employees in the Administrative Staff Analyst, title codes 1002D and 1002E only, with twenty (20) years or more of "City" service in pay status shall receive a service increment of eight hundred fifty nine dollars and fifty cents (\$859.50). This subsection (b) does not apply to any other titles in Section 3.

5. Longevity Increments

- a) Effective August 24, 2017, employees in the Administrative Staff Analyst, title codes 1002D and 1002E only, with ten (10) years or more of "City" service in pay status shall receive a longevity increment of four hundred seventeen dollars and fifty cents (\$417. 50) per annum;
- b) Effective August 24, 2017, employees in the Administrative Staff Analyst, title codes 1002D and 1002E only, with fifteen (15) years or more of "City" service in pay status shall receive an additional longevity increment of four hundred seventeen dollars and fifty cents (\$417. 50) per annum, plus the ten (10) year longevity increment (\$417.50) for a total longevity payment of eight hundred thirty five dollars (\$835.00) per annum;

Neither subsection (a) or (b) above apply to any other title listed in Section 3.

6. Ratification Bonus

A lump sum cash payment in the amount of \$1,000.00, 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 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 6 of the *2010-2017 OSA Staff Analyst MOA*. Such case-by-case interpretations shall not be subject to any dispute resolution procedures as per past practice of the parties.

7. Conditions of Payment

- a. The lump sum cash payment pursuant to Section 6. of this *2010-2017 MOA* shall be payable as soon as practicable upon ratification of this *2010-2017 OSA Staff Analyst MOA*.
- b. The general increases pursuant to Sections 2.a.i, 2.a.ii., and 2.a.iii. and 2.a.iv of this *2010-2017 MOA* shall be payable as soon as practicable upon execution of this *2010-2017 OSA Staff Analyst MOA*
- c. The general increases pursuant to Sections 2.a.v of this *2010-2017 OSA Staff Analyst MOA* shall be payable as soon as practicable after the effective date of such increases.
- d. The general increases pursuant to Sections 2.a.vi of this *2010-2017 OSA Staff Analyst MOA* shall be payable as soon as practicable upon the execution of the *Successor Separate Unit Agreement*.

8. All Administrative Staff Analysts in title codes 1002D and 1002E, and Administrative Community Relation Specialists in title code 1002F whose annual leave accrual rate was greater than the accrual rate provided for in Article XI Section 2(c)(i) or (ii) of the Agreement prior to their accretion into the bargaining unit, shall accrue at the previously higher rate. All Administrative Staff Analysts in title codes 1002D and 1002E hired on or after February 10, 2013 shall accrue annual leave in accordance with Article XI Section 2(c)(i) or (ii) of the Agreement. All Administrative Community Relations Specialists in title code 1002F hired on or after April 20, 2014 shall accrue annual leave in accordance with Article XI Section 2(c)(i) or (ii) of the Agreement. All other newly certified titles shall accrue annual leave in accordance with the applicable rate in Article XI Section 2(c)(i) or (ii) of the Agreement.

- 9. The parties will implement the following dispute resolution procedure to resolve the bargaining status of employees hired into the Administrative Staff Analyst Non-Managerial, title codes 1002D and 1002E who the employer claims are managerial/confidential:
 - a) City and the Union agree that all employees hired, transferred or promoted into Administrative Staff Analyst, title codes 1002D and 1002E, and are placed into positions that were not found to be managerial and/or confidential in OCB decision *OSA, 3 OCB2d 33 (BCB 2010)* will be assigned the agency shop deduction code and plan. It is the intention of the parties that such enrollment will be automatic and proceed in the same manner as any other title represented by the Union. Following such enrollment, if the City deems any position to be managerial and/or confidential it shall promptly advise the Union of the name, position and a job description. The Union shall promptly notify the City if it agrees or disagrees with the City's proposed

managerial or confidential designation. If the Union disagrees with such designation, the employee shall remain enrolled in the agency shop and/or welfare fund until the Office of Collective Bargaining makes a determination as to the status of such employee, following a petition by the City for such determination.

10. The parties agree that they will continue to discuss the minimum and maximum salary rates for Administrative Staff Analysts in title codes 1002D and 1002E, and the new hire, minimum, and maximum salary rates for Administrative Community Relations Specialists in title code 1002F, in light of the fact that the minimum and maximum salary rates were not mutually agreed to by the parties for their initial inclusion in this agreement.

a) In the event no agreement is reached on the minimum and maximum salary rates for Administrative Staff Analysts in title codes 1002D and 1002E and the new hire, minimum, and maximum salary rates for Administrative Community Relations Specialists in title code 1002F, the parties agree that discussions facilitated through expedited mediation under the auspices of the Office of Collective Bargaining will be the exclusive means of resolving the issue.

11. The parties agree to establish a 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 2010-2017 Staff Analyst Agreement.

The program will consist of the establishment 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 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:

- Participating agencies 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;
- Agencies retain the discretion to deny individual leave requests based on the operational needs of the Agency or other reasons;
- The Employer 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 joint committee will review appeals of individual denials of leave applications and denials of requests to return before the period of a leave has elapsed.

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.

12. The parties agree to establish a pilot program to implement alternate work schedules for bargaining unit members. Agency participation in the pilot program is voluntary and the program expires one year after the expiration of the 2010-2017 Staff Analyst 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 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 labor/management committee will consider applicable Citywide policy, guidelines and contractual obligations in the development of the pilot program.
- Alternate work schedules may include flextime, staggered hours and compressed work 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.

13. HHC Issues

The parties agree to establish a joint labor management committee consisting of representatives from the Health and Hospital Corporation, the Office of Labor Relations and the Union to study and explore career advancement of personnel in non-competitive titles.

14. 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 2.a.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.

15. Prohibition of Further Economic Demands

Except as provided for in Sections 10 and 14, no party to this agreement shall make additional economic demands during the term of the *2010-2017 OSA Staff Analyst MOA* or during the negotiations for the *Successor Separate Unit Agreement*.

16. 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 *2010-2017 OSA Staff Analyst MOA*

17. The final general wage increase in this Agreement as specified in Section 2.a.vi shall not be paid unless and until there is a signed *Successor Separate Unit Agreement*.

18. 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

EXHIBIT 2

AGREEMENT
between
NEW YORK CITY HOUSING AUTHORITY
and the
ORGANIZATION OF STAFF ANALYSTS

EFFECTIVE
JULY 1, 1988
to
DECEMBER 31, 1991

AGREEMENT dated the October 27, 1993 day of April 1993, between the NEW YORK CITY HOUSING AUTHORITY (hereinafter called the "Authority") and the ORGANIZATION OF STAFF ANALYSTS (hereinafter called the "Union"):

WHEREAS, the Mayor of the City of New York, in accordance with the provisions of Local Law No. 53-1967, as amended by Local Law 1 of 1972, has approved the election of the Authority to have the provisions of such law applicable to employees of the Authority upon the terms and conditions set forth in such approval; and

WHEREAS, in accordance with such approval of the Mayor, the Authority has consented to be bound with respect to its employees in City-wide titles by the results of collective bargaining between the City and certified representatives of employees of the City and certified representatives of employees of the City in such titles, with respect to wages, salaries and other matters of an economic nature but reserving to itself the negotiation of non-economic matters; and

WHEREAS, both the Authority and the Union recognize that a harmonious relationship which has existed and continues to exist has resulted in a number of non-economic benefits not specifically enumerated herein, but which both parties agree shall continue to exist for the period of this agreement; and

EXHIBIT 3



File
OCB

8/6/2/12

FILE
PER

Handwritten signature

THE CITY OF NEW YORK
OFFICE OF THE MAYOR
NEW YORK, N. Y. 10007

July 3, 1968

Hon. Albert A. Walsh
Chairman
New York City Housing Authority
250 Broadway
New York, N. Y. 10007

Dear Chairman Walsh:

This is to acknowledge your letter dated June 26, 1968, and the election set forth therein to make the provisions of Local Law No. 53-1967 applicable to employees of the New York City Housing Authority.

Upon a review and analysis of the said request for election and the recommendation made by Hon. Herbert I. Haber, the City's Director of Labor Relations, and in accordance with the authority contained in Section 1173-4.0 (b) of Chapter 54 of the New York City Administrative Code (Local Law No. 53-1967), the said request for election is hereby APPROVED, and the provisions of said Chapter 54 of the New York City Administrative Code, entitled "New York City Collective Bargaining Law," are hereby made applicable to the employees of the New York City Housing Authority, subject to paragraph '6' below, and to the extent and upon the terms and conditions set forth below:

1. Section 1173-5.0 b., concerning the powers and duties of the Board of Certification, and the rules and regulations promulgated thereunder, shall govern and control all questions or controversies with respect to representation matters involving employees of the New York City Housing Authority.

2. Section 1173-8.0, concerning grievance procedure and impartial arbitration (including subdivision 'e', pertaining to the prohibition against strikes, slowdowns, work stoppages, mass absenteeism or mass resignations), subdivision 'o', section 1173-3.0, concerning the definition of the term "grievance", section 1173-5.0 a. (2) concerning the authority to determine whether a matter is grievable or arbitrable, and the rules and regulations promulgated with respect to grievance and arbitration procedures, shall govern and control the method and manner of the processing, adjustment and resolution of all matters claimed to be grievable and/or involving

Hon. Albert A. Walsh

July 3, 1968

employees of the City Housing Authority.

3. With respect to collective bargaining, concerning employees of the New York City Housing Authority in non-housing or non-unique (City-wide) titles, it is understood and agreed that:

(a) The Authority consents to be bound by the results of collective bargaining between the City (through the Director of Labor Relations) and certified representatives of a bargaining unit consisting of City and City Housing Authority employees, concerning matters relating only to (i) wages, salaries, contributions to a union health and welfare fund and pensions, provided, however, that with respect to pensions bargaining is conducted only with the union representing more than fifty per cent (50%) of all employees eligible to be included in the pension system and (ii) with respect to any other matter of a fiscal nature which is consented to by the Authority in writing and which is legally permissible for the City to bargain.

(b) With respect to all other matters not mentioned in '(a)' above, the Authority will undertake, directly, to bargain collectively with unions certified by the Office of Collective Bargaining (Board of Certification), (or with unions whose certifications were previously issued by the New York City Labor Department and are still in effect), as representatives of employees of the Authority though such employees are in a bargaining unit composed of City and City Housing Authority employees.

4. With respect to collective bargaining, concerning employees of the New York City Housing Authority in housing or unique titles, it is understood and agreed that:

(a) The Authority will undertake to bargain, directly, with certified representatives of the employees of the Authority on all matters, both fiscal and non-fiscal.

5. Section 1173-8.0 concerning bargaining notice and the use of mediation and impasse panels, and all of the provisions of said section, and the rules and regulations promulgated thereunder, shall govern and control the procedures for collective bargaining and the resolution of bargaining impasses with respect to those matters for which collective bargaining is legally and lawfully authorized and otherwise permissible as herein set forth, or which may jointly be agreed to by the City and the Authority, between a unit of employees represented by a certified employee organization.

Hon. Albert A. Walsh

July 3, 1968

and, the City, or between a unit of Housing or unique employees represented by a certified employee organization and the Authority, as employer.

6. The foregoing election applies solely to employees in titles for whom collective bargaining is now or hereafter deemed appropriate and, except and to the extent as herein provided, the provisions of said Chapter 54 and the New York City Administrative Code and the election made thereunder shall not be applicable for any purposes other than those set forth herein, or to any employees of the Authority, unless the said election is amended by the Authority in writing upon such terms and conditions as the Mayor may approve in writing.

7. (a) It may be anticipated that with respect to employees of the Authority possessing housing or unique titles, either the Authority, as employer, or the certified representative of such employees may invoke and utilize the procedures of the Office of Collective Bargaining under Chapter 54 of the Administrative Code to resolve representation matters, grievances or bargaining impasses. In either or any of the foregoing events it is understood that the entire cost, fees and related expenses in connection with the invocation and utilization of such procedures shall be borne by, and be the sole responsibility of, the Authority and the particular unions involved in whatever proportion as may be agreed upon between them, no part of which shall be borne or incurred by the City.

(b) With respect to any service rendered by the Office of Collective Bargaining involving City Housing Authority employees in non-housing or non-unique (City-wide) titles, the costs and related expenses of such services shall be computed annually between the City and the Authority, and the City shall be reimbursed by the Authority a pro rata equitable amount for the use of the facilities and services of the Office of Collective Bargaining involving the employees in the non-housing or non-unique (City-wide) titles.

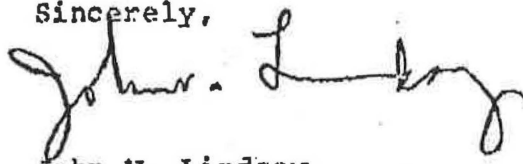
8. The Chairman of the New York City Housing Authority may, upon fifteen (15) days written notice to the Mayor of the City of New York and the Director of Labor Relations, withdraw his election to have the provisions of said Chapter 54 of the Administrative Code apply to the employees hereinabove referred to. However, with respect to those employees whose titles are covered by a collective bargaining agreement or agreements, such withdrawal will not become effective until the expiration of such agreement or agreements.

Hon. Albert A. Walsh

July 3, 1968

9. The within approval shall take effect immediately upon the date the same is executed by the Mayor.

Sincerely,

A handwritten signature in cursive script, appearing to read "John V. Lindsay".

John V. Lindsay
M a y o r

EXHIBIT 4

2017-2021 Memorandum of Agreement
District Council 37 and the City of New York

1. Term: 3 years and 8 months (44 months)

9/26/17 – 5/25/21

or 44 months from the date of termination of the applicable existing Successor Separate Unit Agreement.

2. General Wage Increases

<u>Effective Date</u>	<u>General Wage Increases</u>
i. September 26, 2017	2.00%
ii. September 26, 2018	2.25% compounded
iii. October 26, 2019	3.00% compounded
iv.	For Separate Successor Unit Agreements with different effective dates, these general wage increases shall be implemented in accordance with the appropriate effective dates.

3. Additions to Gross

- i. Effective October 26, 2019 or the applicable date of the Successor Separate Unit Agreement, the general increase provided for in subsection 2. (iii) shall 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 (subject to 3(iii) below), longevity differentials, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials.
- ii. Section 3 i. does not apply to Recurring Increment Payments (RIPs) which automatically increase with wage increases.
- iii. Section 3 i. does not apply to Service Increments once earned for two years that are rolled into base salary and increased with wage increases.

4. Prohibition of Further Economic Demands

Except as provided for in Sections 5 and 6 of this Agreement, no Party to this agreement shall make additional economic demands during the term of this *2017-2021 DC 37 MOA* or during the negotiations for the applicable *Successor Separate Unit Agreement*.

5. Additional Compensation Funds

Effective July 26, 2019 or the applicable date of the Successor Separate Unit Agreement, each bargaining unit shall have available funds not to exceed 0.20% to purchase recurring benefits, mutually agreed to by the parties, other than to enhance the general wage increases set forth in Section 2 or the hiring rate for new employees. The funds available shall be based on the December 31, 2016 payroll, including spinoffs and pensions.

6. Equity Panel

The parties agree to form an equity panel consisting of one member appointed by the union, one member appointed by the City, and one neutral member selected by mutual agreement of the parties.

The panel shall address employees/titles where there is (1) demonstrable evidence of significant recruitment or retention issues; and/or (2) compelling evidence of significant changes to job duties or qualifications.

The cost of the equity panel shall be 0.20%, which shall be available on July 26, 2019. The funds available shall be based on the December 31, 2016 payroll, including spinoffs and pensions.

7. Education Fund

Effective on July 26, 2018 or the applicable date of the Successor Separate Unit Agreement, the City's contribution to the DC37 Education Fund and SSEU Local 371 Welfare Fund shall be a total of \$100 per covered employee per annum. For those units for whom a \$25 per annum or lump sum contribution had been in place, such benefit shall be replaced by and converted to the new \$100 per annum contribution.

8. Health Savings and Welfare Fund Contributions

The May 5, 2014 Letter Agreement regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee, will be attached as an Appendix, and is deemed to be part of this *2017-2021 DC 37 MOA*.

DC37 and the City agree that DC37 will exercise its best efforts to have the MLC adopt an agreement for health savings and welfare fund contributions over and above the May 5, 2014 agreement. The savings shall be in the following amounts:

FY 19: \$200M
FY 20: \$300M
FY 21 and thereafter: \$600M (recurring)

The parties agree that the above savings to be achieved on a citywide basis are a material term of this agreement. In the event the MLC does not agree to the above citywide savings targets, all terms and conditions of this agreement shall be re-negotiated by the parties.

The parties agree to form a joint labor-management committee to revisit the plan design of the DC37 “Med Team” program pursuant to the October 31, 1984 letter agreement between the parties. The goal of such committee shall be to mutually agree upon plan changes which will create an efficient and effective health insurance plan which is less expensive than the HIP plan, while providing superior service to DC37 members.

Effective April 26, 2021, there shall be a recurring \$50 per annum per employee (active and retiree) increase to the welfare fund contribution.

9. Paid Family Leave

The parties agree to work together to “opt-in” to the New York State Paid Family Leave program no later than January 1, 2019, and agree to take the necessary steps to implement.

10. Union Rights

The parties shall adopt the Citywide Modifications to Articles IX and XII contained in the attached document.

11. Continuation of Terms

The terms of the predecessor separate unit agreements shall be continued except as modified pursuant to this *2017-2021 DC 37 MOA*.

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. This requirement shall not apply to the Seasonal Titles collective bargaining unit (CBU 172) and the Job Training Participants collective bargaining unit (CBU 072).

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

The parties shall meet and discuss issues of mutual concern related to direct deposit, including but not limited to:

- Ensuring that employees have available cost-free banking options, i.e. free checking accounts;
- Identifying other options for employees to receive pay, including a debit card option;
- Identifying a procedure for manual payments made to employees enrolled in direct deposit, e.g. Commissioner's checks.

13. Memorandum of Economic Agreement

As soon as practicable after the ratification of the terms of this 2017-2021 DC37 MOA, the parties shall execute a Memorandum of Economic Agreement formalizing the terms of this agreement and also addressing the following additional topics, consistent with past agreements of the parties:

- Citywide Agreement Modifications
- New Hires
- Conditions of Payment
- Privatization/Contracting-Out/Contracting-In
- Labor-Management Committees
- Resolution of Disputes
- Transit Check
- Retroactivity
- Incorporation of Certain Provisions into Other Agreements
- Savings Clause

14. Applicability

This Agreement does not apply to EMS, Fire Protection Inspectors, Urban Park Rangers and Traffic Enforcement Agents Level III and IV who shall be the subject of subsequent negotiations.

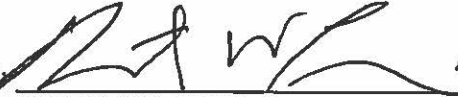
15. Approval of Agreement


This Agreement is subject to union ratification.

This Agreement is subject to the adoption of a health savings agreement under Paragraph 8 and to approval in accordance with applicable law.

FOR THE CITY OF NEW YORK

**FOR DISTRICT COUNCIL 37,
AFSCME, AFL-CIO**

BY: 
ROBERT W. LINN
Commissioner of Labor Relations

BY: 
HENRY GARRIDO
Executive Director

June 25, 2018

ARTICLE XII--UNION RIGHTS

Section 1.

- a. Where orientation kits are supplied to new employees, unions certified to represent such employees shall be permitted to have included in the kits union literature, provided such literature is first approved for such purpose by the Office of Labor Relations.
- b. The Employer shall distribute to all newly hired employees information regarding their union administered health and security benefits, including the name and address of the fund that administers said benefits, provided such fund supplies the Employer the requisite information printed in sufficient quantities.
- c. The Employer shall distribute information regarding the New York City Employee Health Benefits Program and enrollment forms to eligible employees prior to the completion of thirty (30) days of employment.
- d. Within thirty (30) days of an employee first being employed, reemployed or transferred to a new bargaining unit, the employer shall notify the bargaining unit's certified representative of the employee's name, home address when available, job title, employing agency, department or other operating unit, work email address and work location.
- e. Within thirty (30) days of providing such notice under Section 1(d), the employer shall allow a duly appointed representative of the certified union to meet with such employee for a reasonable amount of time during his or her work time without charge to leave credits, provided that such meeting does not disrupt agency operations and that arrangements for such meeting be scheduled in consultation with a designated representative of the Employer. Where practicable, this requirement may be satisfied by allowing each certified union a reasonable amount of time during a formal employee orientation program to provide membership information to employees.

Section 2.

- a. The Employer shall commence deduction of dues as soon as practicable, but in no case later than thirty (30) days after receiving proof of a signed dues check off authorization card.
- b. The employer shall accept signed dues check off authorization cards signed by means of written and/or electronic signatures. The right to membership dues shall remain in effect until the (1) employee is no longer employed in a title represented by the union or (2) the employee revokes such dues check off authorization pursuant to and in accordance with the terms of the dues check off authorization card.

Section 3.

- a. Each certified union shall elect whether to maintain custody of or to have reasonable access to its dues check-off authorization cards in the custody of the Employer.

- b. When an employee transfers from one agency to another, but remains in the same bargaining unit, the employee shall continue to be covered by the same dues check-off authorization card and not be required to sign another authorization card. Where the certified union has elected to permit the employer to maintain custody of its dues check-off authorization cards, the agency where the employee was formerly employed shall transfer the check-off authorization card to the employee's new agency. The Employer will issue an appropriate administrative instruction to all agencies to insure compliance with this Section.

Section 4.

When an employee is promoted or reclassified to another title certified to the same union as the employee's former title, the Employer shall notify the certified union, and the dues check-off shall continue uninterrupted. The Employer will issue an appropriate administrative instruction to all agencies to insure compliance with this Section.

Section 5.

When an employee returns from an approved leave of absence without pay, is reappointed or temporarily appointed from a preferred list to the same agency in the same title or in another title represented by the same certified union, the Employer shall notify the certified union. Any dues check-off authorization in effect prior to the approved leave or the layoff shall be reactivated. The Employer will issue an appropriate administrative instruction to all agencies to insure compliance with this Section.

Section 6.

The Employer shall furnish to a certified union, at least once every thirty (30) days, a listing of employees by Job Title Code, home address when available, Employee Identification Number or Social Security Number, Department Code Number, work email address, and current work location. This listing shall constitute sufficient notice under Sections 1(e), Section 4, and Section 5 of this Article XII.

In addition to the above-referenced information, where the Employer provides Employee Identification Number in lieu of Social Security Number, the Employer shall separately provide a listing of Employee Identification Numbers and associated Social Security Numbers.

This information shall be furnished to each certified union and to the Municipal Labor Committee.

A labor management technical committee shall be established and will meet quarterly to discuss matters of mutual concern regarding the sharing of data under this Section.

Section 7.

- a. District Council 37 or any other certified union represented by D.C. 37 for the purposes of this Agreement which elects to participate in a separate segregated fund established pursuant to applicable law, including Title 2 USC, Section 441b, to receive contributions to be used for the support of candidates for federal office shall have the exclusive right in conformance with applicable law to the checkoff for such political purposes in a manner

Handwritten signature and initials, possibly reading "HAG" or similar, located in the bottom right corner of the page.

as described in a supplemental agreement hereby incorporated by reference into this Agreement.

- b. Any eligible employee covered by this Agreement may voluntarily authorize in writing the deduction of such contributions from the employee's wages for such purpose in an authorization form acceptable to the Employer which bears the signature of the employee.
- c. A copy of the Summary Annual Report to the Federal Elections Commission ("FEC") of each fund shall be submitted by the appropriate participating union to the Comptroller and OLR at the time of its submission to the FEC.

Section 8.

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

R us
HAG

ARTICLE IX PERSONNEL AND PAY PRACTICES

Section 19.

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

- a. Employees who are summoned to the appropriate office of their agency shall be notified, whenever feasible, in writing at least two (2) work days in advance of the day on which the interview or hearing is to be held, and a statement of the reason for the summons shall be attached, except where an emergency is present or where considerations of confidentiality are involved.
- b. Whenever such an employee is summoned for an interview or hearing for the record which may lead to disciplinary action, the employee shall be entitled to be accompanied by a Union representative, or a lawyer, and the employee shall be informed of this right, however covered unions shall not be required to provide representation to employees who are not members of the Union at the time of the incident(s) prompting the interview/hearing and/or are not members at the time of the interview/hearing. Upon the request of the employee and at the discretion of the Inspector General, the Inspector General may agree to the employee being accompanied by a lawyer and a Union representative. Such permission shall not be unreasonably denied. If a statement is taken, the employee shall be entitled to a copy.
- c. Wherever possible, such hearings and interviews shall be held in physical surroundings which are conducive to privacy and confidentiality.
- d. This Section shall not alter the provisions of any existing unit Agreement which contains a more beneficial procedure.


HAG

EXHIBIT 5

11/1/18 bargaining

Pattern Illustration - 43 Months

OSA Staff Analysts

CBU

180

11/1/2018

	8/25/2017	-	3/24/2021
Contract term:	43 months		

Wage increases:

8/25/2017	1st month	2.00%	}
8/25/2018	13th month	2.25%	
9/25/2019	26th month	3.00%	
Total		7.42%	

Additional Funds: (0.25%/0.25% compounded)

11th month	6/25/2018	0.26%
23rd month	6/25/2019	0.27%

Health Savings

FY19 \$200M/ FY20 \$300M/ FY21 \$600M -1.41%

* Additional recurring health savings (above \$600M):
 Additional \$68M in recurring health savings to be used to fund a \$100 Welfare fund increase
 Additional above \$668M to be shared 50/50 (i.e., add'l \$222M would generate 0.50% compounded, of which 0.25% could be used as a wage increase and 0.25% would go to the City)

7/1/18 and 7/1/19:

Two lump sum \$100 Welfare Fund payments from the Stabilization Fund

Value of a one month contract extension $(7.95\% - 1.41\%) / 43 = 0.15\%$

Direct Deposit for New Hires

what is the value of delaying the start of new hires

EXHIBIT 6

News & Events Info: (212) 815-7555

City and DC 37 Reach a No Layoffs Agreement

Posted on October 28, 2020 by Mike Lee in [ABOUT DC 37](#), [NEWSROOM](#), [POLITICAL ACTION](#), [POLITICS](#), [WHO WE ARE](#) // 0 Comments

District Council 37 and the City of New York Announce a No Layoff Agreement for Union Members through June 2021

District Council 37, the city's largest public employee union, has reached a tentative no layoff agreement with the City of New York that would save the jobs of thousands of municipal workers through fiscal year 2021.

The agreement would save the City of New York \$164 million by deferring payments to the union's welfare funds in exchange for no layoffs of DC 37 members in city-funded positions through June 2021.

The agreement further stipulates that should the City of New York be granted \$5 billion in budget relief, the no layoff agreement would be extended through June 30, 2022.

Key Points

- The deferral of payments totaling \$164 million to the four welfare funds (the DC 37 Benefit Trust, the 372 Severance Related Fund, the SSEU Local 371 Health & Welfare Fund, and the DC 37 Education Fund) will have no impact on the union's ability to continue to provide benefits to its membership.
- All parties have agreed to an audit and reconciliation of monies owed during the period of the agreement to be completed no later than May 31, 2021.
- The City will make contributions in two lump sum payments in September and November of 2021 to the union's four welfare funds.

"Our responsibility as union leaders is first and foremost to protect the jobs of our members," said Henry Garrido, executive director of District Council 37. "DC 37 members have allowed the City to maintain and in many ways, pivot, to provide necessary services to New Yorkers during these challenging times. We should all be appreciative that they may continue to do so without the threat of layoffs. We will continue to push all levels of government to fund the frontlines in practice not just rhetoric."

Shaun D. Francois I, president of DC 37 and Local 372 said: “At a time when our country is experiencing catastrophic losses, I am happy the political leadership of New York City worked with the union leadership of DC 37, Local 372, and Local 371, to avert layoffs for the City’s most vulnerable workers. The human cost of layoffs would have been felt throughout the entire city. By taking these responsible steps, this agreement ensures that workers who have been here the whole time through this pandemic will continue to serve the students and families of New York City while supporting and providing for their own loved ones. I am proud to say the threat of layoffs has been shut down. We are union strong and will continue to fight for our members.”

Anthony Wells, president of SSEU Local 371 said: “Workers’ jobs have been saved. Lives are protected. We thank all who helped. City fiscal issues require cool heads, negotiation, and commitment. This is a first step,”

###

JOIN DC37’s HENRY GARRIDO on FACEBOOK LIVE OCT. 29, 6PM

Please join DC 37 Executive Director Henry Garrido Thursday OCT. 29 at 6 pm on FACEBOOK LIVE! as he presents an up-to-the-minute discussion on the No Layoffs Agreement, and the latest developments in the union’s response to stop the proposed threat to layoff 22,000 municipal workers. A question-and-answer session will follow. See you on Facebook tomorrow at 6 pm!

- o Covid-19 response
- o DC 37
- o leadingtheway
- o members
- o nyc
- o unions

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EXHIBIT 7

LAW OFFICES OF
LEONARD A. SHRIER

225 BROADWAY, SUITE 1606
NEW YORK, NEW YORK 10007

PHONE: (212) 791-7300 • FAX: (212) 791-3911

January 15, 2021

VIA EMAIL/ORIGINAL BY MAIL

Renee Campion, Commissioner
New York City Office of Labor Relations
22 Cortlandt Street
New York, New York 10006

Re: Resumption of Collective Bargaining

Dear Commissioner Campion:

As you know, this firm is General Counsel to the Organization of Staff Analysts ("OSA"). We are writing to demand that the Office of Labor Relations ("OLR") resume collective bargaining with OSA.


OSA is quite mindful of the conditions facing the City due to the impact of the Covid -19 Pandemic. We are equally mindful of the extraordinary pressures which the Pandemic and the attendant modifications to the operations of the City has placed upon OLR and myriad decisions you, as Commissioner of Labor Relations, have had to make each day to keep up with the new demands placed upon you and the City.

In recognition of the extraordinary times we are all living through, OSA has respected the hiatus placed upon contract negotiations as you outlined in a telephone call with OSA in April 2020. We respect that OLR has continued to provide OSA with costings for the demands made by OSA, demands which OSA has recognized will be in conformance with the pattern of settlements reached by the City in the current round of bargaining.

OSA has worked with the costing and has advised the City months ago that it is prepared to conclude an agreement consistent with the pattern established in this round of bargaining. To date, however, the City has not scheduled any bargaining sessions so that an agreement could be reached. Our members continue to work without a contract, they have not received the wage increases and other benefits made available to their brother and sister employees of the City.

Renee Campion, Commissioner
January 15, 2021
Page 2

Wherefore we respectfully demand that OLR resume negotiations on the OSA agreement. Please contact us to schedule dates for the resumption of bargaining.

Very truly yours,

Leonard A. Shrier
General Counsel, OSA

cc: Steven Banks, Esq.
Tamara Lake
Robert Croghan
Sheila Gorsky