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# 1995 Municipal Coalition Memorandum of Economic Agreement

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X-3/31/2000
MEMORANDUM OF ECONOMIC AGREEMENT made this _ day of _____, 1996, ("1995 MCMEA") by and between the undersigned Coalition of Municipal Unions (the "Unions"); and the City of New York (the "City") and the undersigned employers (collectively the "Employers").

WITNESSETH

WHEREAS, the undersigned parties desire to enter into collective bargaining agreements, including this 1995 MCMEA and successor separate unit agreements ("Successor Separate Unit Agreements") to those terminating on October 2, 1994, December 31, 1994, March 31, 1995 or June 7, 1995 ("predecessor separate unit agreements") to cover the employees represented by the Unions ("Employees");

WHEREAS, the undersigned parties intend by this 1995 MCMEA to cover all economic matters and to incorporate the terms of this 1995 MCMEA into the Successor Separate Unit Agreements,

NOW, THEREFORE, it is jointly agreed as follows:

Section 1. Term.

a. The term of each Successor Separate Unit Agreement shall be sixty (60) months, from the date of termination of the applicable predecessor separate unit agreement.

b. The sixty (60) month term of this 1995 MCMEA shall be, in the case of each respective union and employer, from the day following the termination of the applicable predecessor separate unit agreement to the date of a Successor Separate Unit Agreement between each such respective union and employer becomes final; except that the terms of Sections 8, 9(a) and 9(b) shall be coterminous with the 1990-92 Citywide Agreement or other similar agreements with the Employers or applicable Successor Separate Unit Agreements; except as provided in Sections 13 and 16; and except for Sections 10, 11, 12, 15, 17, 19, 20, 21 and 22 which shall be coterminous with the applicable Successor Separate Unit Agreement.

Section 2. Continuation of Terms.

The terms of the predecessor separate unit agreements shall be continued except as modified pursuant to this 1995 MCMEA.

Section 3. Prohibition of Further Economic Demands.

No party to this 1995 MCMEA shall make additional economic demands during the term of the 1995 MCMEA or during the negotiations for the applicable Successor Separate Unit Agreement, except as provided in Sections 4(e) and 6. Any disputes hereunder shall be promptly submitted and resolved.
Section 4. General Wage Increase.

a. The salary rates in effect on the date of termination of the applicable predecessor separate unit agreement shall remain in effect except as modified pursuant to the terms of this 1995 MCMEA.

b. The general increases, effective as indicated, shall be:

i. Effective on the first day of the 25th month of the applicable Successor Separate Unit Agreement, Employees shall receive a general increase of 3 percent.

ii. Effective on the first day of the 40th month of the applicable Successor Separate Unit Agreement, Employees shall receive an additional general increase of 3 percent.

iii. Effective on the first day of the 51st month of the applicable Successor Separate Unit Agreement, Employees shall receive an additional general increase of 4.75 percent.

iv. Part-time per annum, per session, hourly paid and 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 subsections 4(b)(i), 4(b)(ii), and 4(b)(iii) on the basis of computations heretofore utilized by the parties for all such Employees.

c. The increases provided for in Section 4(b) above shall be calculated as follows:

i. The general increase in Section 4(b)(i) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on the last day of the applicable predecessor separate unit agreement;

ii. The general increase in Section 4(b)(ii) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on the last day of the 39th month of the applicable Successor Separate Unit Agreement.

iii. The general increase in Section 4(b)(iii) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on the last day of the 50th month of the applicable Successor Separate Unit Agreement.

d. i. The general increases provided for in Section 4(b) shall be applied to the base rates, incremental salary levels and the minimum and maximum rates (including levels) if any, fixed for the applicable titles, and 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, longevity increments, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials.

ii. Notwithstanding Section 4(d)(i) above, the total cost of the increase set forth in Section 4(d)(i) as it applies to "additions to gross" shall not exceed a cost of 0.11 percent of the December 31, 1994 payroll, including spinoffs and pension.
The general increases provided for in subsections 4(b)(i), 4(b)(ii), 4(b)(iii) or 4(d) may be subject to revision or modification in the Successor Separate Unit Agreements, provided, however, that such revision or modification in wages or fringe benefits shall not result in any current or future cost increase or decrease as compared with the cost required to pay the increases provided for in this Section 4.

Section 5. New Hires.

a. An employee who has less than one year of service and who was hired prior to the execution date of this 1995 MCMEA shall continue to be paid at the applicable appointment rate set forth in Section 5(b)(iv) of the 1993 Municipal Coalition Agreement. Upon completion of one year of service such employees shall be paid the indicated minimum for the applicable title that is in effect on the one year anniversary of their original date of appointment as set forth in the applicable Successor Separate Unit Agreement.

b. The appointment rate for any employee newly hired on or after the date of execution of this 1995 MCMEA shall be the applicable "hiring rate" set forth in Section 5(c). Upon completion of two (2) years of active or qualified inactive service, an employee newly hired on or after the date of execution of this 1995 MCMEA shall be paid the indicated minimum for said title in effect on the two year anniversary of their original date of appointment as set forth in the applicable Successor Separate Unit Agreement.

c. The "hiring rate" for employees newly hired on or after the date of execution of this 1995 MCMEA shall be as follows:

i. Effective the date of execution of this 1995 MCMEA, the "hiring rate" for a covered title shall be the applicable minimum salary rate for said title that was in effect on the date of termination of the applicable predecessor separate unit agreement.

ii. The general increases provided for in subsections 4(b)(i), 4(b)(ii), and 4(b)(iii) shall be applied to the "hiring rate" as set forth in Section 5(c)(i).

d. Upon completion of four (4) years of active or qualified inactive service, an employee appointed pursuant to the provisions set forth in Paragraph 2 shall receive a one-time lump sum payment calculated by taking the difference between the "hiring rate" received by the employee and indicated minimum for the applicable title set forth in the applicable Successor Separate Unit Agreement that was in effect on the one year anniversary of the employee’s original date of appointment to their title. Such one-time lump sum payment shall be equivalent to the difference between the annual salary rate the employee would have actually earned during the employee’s second year of service had the higher salary rate been in effect and the annual salary rate they did earn.

e. "Qualified inactive service" is defined for the purposes of Sections 5(b) and 5(d) to include the following employees:

i. those who are on preferred or recall lists; or

ii. those who are on an approved leave.
Section 6. Annuity and Additional Compensation Funds

a. Annuity Fund

i. Effective the first day of the 51st month of this 1995 MCMEA, the parties agree to establish an annuity fund for all employees covered by this 1995 MCMEA. To be eligible to receive this annuity, an employee must be in active pay status at any time during the period of the first day of the 15th month through the last day of the 26th month of this 1995 MCMEA. To receive payment, said employee must also be in active pay status on the first day of the 51st month of this 1995 MCMEA.

ii. The employer shall pay into the fund on behalf of full-time per annum and full time per diem employees a daily amount of $2 for each paid working day up to a maximum of $522 per annum.

For school-based 12-month employees who work at the Board of Education, the employer shall pay into the fund a daily amount of $2 for each paid working day up to a maximum of $522. For school-based 10-month employees who work at the Board of Education, the employer shall pay into the fund a daily amount of $2 for each working day up to a maximum of $522 per annum.

For school-based employees who work part-time at the Board of Education, and for all other part-time employees who work less than the number of hours for their full-time equivalent title, the employer shall pay into the fund a daily amount of $2 for each paid working day based on a prorated amount which is calculated against the number of hours associated with their full-time equivalent title, up to a maximum of $522 per annum.

For those employees who are appointed on a seasonal basis, the employer shall pay into the fund a daily amount of $2 for each paid working day up to a maximum of $522 per annum.

iii. For the purpose of Section 6(a), the eligibility for payments set forth in Section 6(a)(ii) shall be based on working days between first day of the 15th month through the last day of the 26th month of this 1995 MCMEA.

iv. For the purpose of Section 6(a), excluded from paid working days are all scheduled days off, all days in non-pay status, and all paid overtime.

v. Contributions hereunder shall be remitted by the employer no later than 120 days after the first day of the 51st month of this 1995 MCMEA to a mutually agreed upon annuity fund pursuant to the terms of a supplemental agreement to be reached by the parties subject to approval by the Corporation Counsel.
b. Additional Compensation Fund

Effective the first day of the 60th month, each Union shall have available funds not to exceed 1.52 percent to purchase recurring benefits, other than to enhance the general wage increases set forth in Section 4 or the hiring rate for new employees set forth in Section 5. The funds available shall be based on the payroll, including spinoffs and pensions, as of the December 31, 1994 payroll.

Section 7. Conditions of Payment

If there is no unresolved dispute under Section 3, the general increase provided in Section 4(b)(i) shall be payable when due based upon the execution of this 1995 MCMEA. If there is no unresolved dispute under Section 3 and if no revision or modification is sought pursuant to Section 4(e), payment of the general increases provided in Sections 4(b)(ii), and 4(b)(iii) shall be payable when due based upon the certification of this 1995 MCMEA to the Financial Control Board and the execution of the Successor Separate Unit Agreement by the Union. If there is an unresolved dispute under Section 3 and/or the Union exercises its rights under Section 4(e), the payments provided in Sections 4(a)(i), 4(a)(ii), and 4(a)(iii) shall not be made until the certification of the Successor Separate Unit Agreement to the Financial Control Board.

Section 8. Welfare Funds.

a. The contribution paid on behalf of each full-time per annum Employee to each applicable welfare fund shall be reduced by one hundred dollars ($100) per annum for the period July 1, 1995 to June 30, 1996. This shall be in addition to the deferral amount set forth in Section 4 of the Citywide Memorandum of Economic Agreement for the Transitional Funding Program.

b. Effective the first day of the 36th month of the applicable Successor Separate Unit Agreement the contribution paid on behalf of each full-time per annum Employee to each applicable welfare fund shall be increased by seventy-five dollars ($75) per annum.

c. Effective the first day of the 51st month of the applicable Successor Separate Unit Agreement the contribution paid on behalf of each full-time per annum Employee to each applicable welfare fund shall be increased by seventy-five dollars ($75) per annum.

d. Effective July 31, 1999, there shall be a one hundred dollar ($100) one-time payment to each Welfare Fund on behalf of each full-time per annum Employee who is receiving benefits on July 31, 1999.

e. The per annum contribution rates paid on behalf of eligible part-time per annum, hourly paid, per session and per diem (including seasonal appointees) Employees and Employees whose normal work year is less than a full calendar year and the one-time lump sum payment (for such employees who are receiving benefits on July 31, 1999) shall be adjusted in the same proportion heretofore utilized by the parties for all such Employees as the per annum contribution rates are adjusted in Sections 8(a), 8(b), 8(c), and 8(d) above for full-time Employees.
f. The per annum contribution rates paid on behalf of employees separated from service to a welfare fund which covers such employees and the one-time lump sum payment (for such employees who are receiving benefits on July 31, 1999) shall be adjusted in the same manner as the per annum contribution rates for other employees are adjusted pursuant to Sections 8(a), 8(b), 8(c), 8(d), and 8(e) above.

g. The Unions agree 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 9. Miscellaneous Benefit Modifications.

a. Article V, Section 9 of the 1990-92 Citywide Agreement shall be amended by this 1995 MCMEA as follows:

i. Effective January 1, 1997, Lincoln’s Birthday shall be deleted from the list of regular holidays set forth in Section 9(a) and designated as a floating holiday.

ii. Section 9(c) shall be amended to read as follows:

Effective January 1, 1996, an Employee shall be entitled to one floating holiday in each calendar year during which the employee is in active pay status with the Employer prior to Lincoln’s Birthday of such calendar year, subject to the following conditions:

(1) The floating holiday shall be taken at the employee’s discretion, subject to the needs of the employing agency. Employees must request to use their floating holiday in writing at least 30 days in advance on a form supplied by the agency. Approval or disapproval of the request shall be made on the same form by a supervisor authorized to do so by the agency. Decisions shall be made within ten (10) working days of submission.

(2) Employees wishing to use their floating holiday to observe Lincoln’s Birthday shall file such requests prior to January 15. Approval shall not be unreasonably denied. For the purposes of this subsection, the day of observance for employees of Mayoral agencies assigned to Board of Education facilities shall be on the day set by the Board.

(3) Once a floating holiday request has been approved, the approval may not be rescinded except in writing by the agency head, Executive Director of a Hospital or Chief of Personnel in the Police Department. If an employee is required to work on a floating holiday once the request for it has been approved, the employee shall receive a fifty percent (50%) cash premium for all regularly scheduled hours worked on the floating holiday and shall, in addition, receive compensatory time off at the employee’s regular rate of pay.

(4) The floating holiday must be used in the calendar year in which it is earned and may not be carried over to a succeeding year or cashed out upon separation of service. If the agency head calls upon an employee not to take the floating holiday by the end of the calendar year, the floating holiday shall be carried over to the following calendar year only.

b. Upon execution of this 1995 MCMEA, Article V, Section 5(a)(ii) of the 1990-92 Citywide Agreement shall be amended as follows:

Notwithstanding the provision of Section 5(a)(i), employees may use two (2) days per year from their sick leave balances for the care of ill family members. Approval of such leave is discretionary with the agency and proof of disability must be provided by the employee satisfactory to the agency within five (5) days of the employee’s return to work.

Any similar provisions contained in any other similar agreements with the Employers (e.g. the Boardwide Agreement with the Board of Education) or in applicable Successor Separate Unit Agreements shall be accordingly modified.
c. The provisions contained in Sections 9(d), 9(e), 9(f) and 9(g) below, shall remain in effect from the date of execution of this 1995 MCMEA to the date of its termination.

d. Any employee newly hired on or after the date of execution of this 1995 MCMEA shall be subject to a maximum sick leave accrual of eleven (11) days per annum for the first three (3) years of service. Employees subject to Article V, Section 19(c) of the 1990-92 Citywide Agreement shall accrue at the rate of 1 hour of sick leave for each 22 hours actually worked for the first three (3) years of service. Any similar provisions contained in any other similar agreements with the Employers (e.g. the Boardwide Agreement with the Board of Education) or in applicable Successor Separate Unit Agreements shall be accordingly modified. At the beginning of the fourth year, the maximum sick leave accrual shall be twelve (12) days per annum. Employees subject to Article V, Section 19(c) shall accrue at the rate of 1 hour of sick leave for each 20 hours actually worked.

e. For any employee newly hired on or after the date of execution of this 1995 MCMEA, Article III, Section 1(a) of the 1990-92 Citywide Agreement shall be amended by the addition of a new subsection to read as follows:

There shall be a shift differential of ten percent (10%) for all employees newly hired on or after the date of execution of the 1995 MCMEA and covered by this 1995 MCMEA for all scheduled hours worked between 8:00 P.M. and 8:00 A.M. with more than one hour of work between 8:00 P.M. and 8:00 A.M. This provision shall not apply to employees in the titles of Houseparent and Senior Houseparent.

Any similar provisions contained in any other similar agreements with the Employers (e.g. the Boardwide Agreement with the Board of Education) or in applicable Successor Separate Unit Agreements shall be accordingly modified.

f. Effective upon the date of execution of this 1995 MCMEA Article IV, Section 5 of the 1990-92 Citywide Agreement shall be amended to read as follows:

No credit shall be recorded for unauthorized overtime. Credit for all authorized overtime, beyond the normal work week, shall accrue in units of one-half (\(\frac{1}{2}\)) hour to the nearest one-half (\(\frac{1}{2}\)) hour and only after one (1) hour, except for an employee covered by the provisions of FLSA who has actually worked in excess of forty hours in said calendar week.

Any similar provisions contained in any other similar agreements with the Employers (e.g. the Boardwide Agreement with the Board of Education) or in applicable Successor Separate Unit Agreements shall be accordingly modified.

g. Effective upon the date of execution of this 1995 MCMEA Article IV, Section 9 of the 1990-92 Citywide Agreement shall be amended to read as follows:

Employees recalled from home for authorized ordered involuntary overtime work, shall be guaranteed overtime payment in cash for at least two (2) hours, if eligible for cash payment under Section 7 of this Article. When an employee voluntarily responds to a request to come from home for voluntary authorized overtime work, such overtime shall be compensated in time off on an hour-for-hour basis but with minimum compensatory time of two (2) hours.

Any similar provisions contained in any other similar agreements with the Employers (e.g. the Boardwide Agreement with the Board of Education) or in applicable Successor Separate Unit Agreements shall be accordingly modified.
Section 10. Labor-Management Committee on Pension Issues.

a. There shall be a joint Labor Management Committee on Pensions. The committee shall analyze the actual costs and additional contribution rate(s) for members of the New York City Employees' Retirement System (NYCERS) and the Board of Education Retirement System (BERS) associated with Chapter 96 of the Laws of 1995. Such analysis shall be based on, among other factors, the actual number of people who elected to participate under the provisions of said Chapter 96 of the Laws of 1995 as of September 26, 1995. The committee shall make recommendations regarding the establishment of revised additional contribution rate(s) and other remedies it deems appropriate so as to reflect the actual cost to members of NYCERS and BERS.

b. The committee shall explore the feasibility of utilizing the corpus of the funds at NYCERS and BERS for payment of all administrative and investment expenses incurred by each retirement system, and make recommendations thereon.

c. If the parties mutually agree, they will jointly seek legislation, if applicable.

Section 11. Privatization/Contracting-Out/Contracting-In.

a. The parties have recognized appropriate processes and procedures involving privatization, contracting-out and contracting-in. During the period of this 1995 MCMEA when the job security provisions are in effect, no employee will be involuntarily displaced by the above. Once the Job Security provision has expired, it is not the City's intention to utilize privatization as a means to involuntarily displace employees. In the event such circumstances do arise the Unions and the City reserve their rights.

b. It is the Employer's policy to have advance discussions with the Union to review its plans for letting a particular contract which may adversely affect employees covered by this 1995 MCMEA. The Union shall be advised as early as possible, but in no case later than 90 days in advance of the contract being let, of the nature, scope, and approximate dates of the contract and the reasons therefor.

c. The Employer will provide the Union as soon as practicable with information, in sufficient detail, so that the Union may prepare a proposal designed to demonstrate the cost effectiveness of keeping the work in-house. Such information, consistent with the applicable provisions of Section 312(a) of the New York City Charter, shall include but not be limited to, applicable solicitations to vendors, winning bids, descriptions of services to be provided by vendors, cost comparison analyses, and the agency's estimated direct operating and administrative costs of contracting out the work.

d. Not less than 45 days prior to submission to the Comptroller of a recommendation for the award of the contract, the union shall have an opportunity to make a formal proposal to the employer demonstrating that it is cost effective or that it is in the best interest of the employer to continue to perform such work in house. The Employer agrees to consider such proposal before making a final determination. Such final determination shall be made in writing and submitted to the Union as soon as practicable.
e. The parties agree to set up a labor-management study committee to discuss and review processes for the contracting-in of public services. The study committee will consider:

i. the conditions under which "contracting in" should be considered and the method by which it should be determined that City services should be contracted in;

ii. the establishment of pilot projects in mutually agreed upon targeted areas to determine the feasibility of providing such services in-house; and

iii. if the parties mutually agree to the study committee’s recommendations, the City will examine the feasibility of contracting-in services during the period covered by this 1995 MCMEA.

Section 12. Worker Empowerment.

a. The parties recognize that during the term of this 1995 MCMEA, the City will continue to move forward toward a better organized, better trained, and, with the cooperation of the Coalition of Municipal Unions, an increasingly more productive and better paid work force.

b. Toward these overall objectives, the parties agree to work in a cooperative fashion to facilitate increased productivity and provide for increased efficiency in the delivery of City services. This will include productivity through changes in the level, methods, personnel, organization and technology of City services. A joint effort in this regard requires a commitment by both parties to develop and assist in the implementation of work place redesign, worker empowerment, and quality improvement. To accomplish such fundamental work process redesign, the City has attempted and will continue to attempt to avoid involuntary loss of jobs by City employees and will make every effort to continue their employment.

c. The work place participation process and work place redesign initiatives shall be consistent with the Citywide Contract and the terms of ongoing collective bargaining agreements.

d. The parties further recognize the necessity of redesigning the work process so that it becomes more productive. They agree that costs must be reduced, performance improved and the skill content of jobs enhanced. This will require substantial changes in how work is organized, the creation of opportunities for employees to solve operating problems and the upgrading of the skills of the work force.

e. In order to manage change, the parties commit to ongoing consultation, problem solving, and discussion between management and the Union and among employees at all levels. As part of these consultations, management is committed to providing the Union and employees with the opportunity to participate in decisions related to these changes.

f. In accordance with the worker empowerment provisions of this 1995 MCMEA, an oversight committee shall be created, and shall include representatives of the Coalition of Municipal Unions and the City. Through this committee structure, the two sides shall review work reform proposals on a case-by-case basis.
The parties agree to the following objectives:

i. Providing workers with greater input, accountability, and responsibility over day-to-day processes of their workplace.

ii. Refining the organizational structure, so as to eliminate unnecessary layers of bureaucracy and reduce overhead costs.

iii. Upgrading the skills of employees and providing employees with improved training.

iv. Redesigning work locations to improve efficiency and promote safe working conditions (including ergonomic hazards).

v. Implementing improvements in productivity and quality based on working smarter, using better equipment and reducing waste.


a. Pursuant to and consistent with the terms of the Citywide Memorandum of Economic Agreement for the Transitional Funding Program and the provisions of this 1995 MCMEA, no full time, per annum employee covered by this 1995 MCMEA shall be displaced or involuntarily separated (except as modified by the side letters attached hereto) from service during the period from the date of execution of this 1995 MCMEA until June 30, 1998, except for cause or the movement of civil service lists.

b. Any part time or per diem employee who, upon execution of this 1995 MCMEA, has two continuous years of service and who works at least 20 hours per week, shall be governed by the job security provisions of this Section 13.

c. Redeployment.

The parties agree that during the period from the date of execution of this 1995 MCMEA until June 30, 1998, the redeployment of City affected employees between City agencies shall be implemented in accordance with the terms set forth in Appendix B of the Severance Agreement, dated April 29, 1994, which shall apply to all employees covered by this 1995 MCMEA as if incorporated herein.


a. The coalition of Municipal Unions and the City of New York, through its Office of Labor Relations, agree that there is a need for an expedited arbitration process which would allow 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. When the parties agree to submit a case to expedited arbitration, the following procedure shall apply:

i. Each union and the Office of Labor Relations will designate one individual who will coordinate with the other:

1. the identification of cases deemed appropriate to submit to expedited arbitration and agreement by both parties on those cases; and

2. joint notification by letter to the designated arbitrator of those cases where both parties agree to submit them to expedited arbitration; and

3. in addition, each party shall send, to the other party by fax, a list of cases it deems appropriate for expedited arbitration. Upon confirmation of receipt of the notice, the recipient shall have ten business days to reply. After the tenth business day, a party shall submit the list of cases to the designated arbitrator for scheduling.

ii. The arbitrator will reserve at least two days per month which will be designated for hearing expedited cases. The actual scheduling of cases shall be done by mutual agreement of the parties.

iii. The hearings will be conducted in the following manner:

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.

Section 15. Work Experience Program.

The parties have recognized appropriate processes and procedures for dealing with Work Experience Program participants (WEPs). It is not the City's intention to use WEPs to displace active City employees.

Section 16. Resolution of Disputes.

a. Subject to the subsequent provisions of this Section 16(b), any dispute, controversy, or claim concerning or arising out of the execution, application, interpretation or performance of any of the terms or conditions of this 1995 MCMEA shall be submitted to arbitration upon written notice therefor by any of the parties to this 1995 MCMEA to the party with whom such dispute or controversy exists. The matter submitted for arbitration shall be submitted to an arbitration panel consisting of the three impartial members of the Board of Collective Bargaining pursuant to Title 61 of the Rules of the City Of New York. Any award in such arbitration proceeding shall be final and binding and shall be enforceable pursuant to Article 75 of the CPLR.

b. After incorporation of this 1995 MCMEA into an applicable Successor Separate Unit Agreement, any dispute, controversy or claim referred to in Section 16(a) which arises between the parties to such separate unit agreement shall be submitted in accordance with the dispute resolution provisions of such applicable Successor Separate Unit Agreement except that any dispute, controversy or claim arising under Sections 8, 9, 13(a) or 13(b) shall be resolved pursuant to the Citywide or other similar applicable agreements with the Employers, and except as provided in Sections 16(c) and 16(d) below.

c. Any dispute, controversy or claim arising under Sections 8, 10, 11 and 17 shall continue to be submitted under Section 16(a) above.

d. The provisions of Sections 16(a) and 16(b) shall not apply to any dispute, controversy or claim arising under Sections 12, 13(c) or 15. Any dispute, controversy or claim arising under Section 13(c) shall be resolved pursuant to Paragraph 8 of Appendix B of the Severance Agreement, dated April 29, 1994.

e. The term of this Section 16 shall be from the date of execution of this 1995 MCMEA to the date of execution of any successor agreement(s) to this 1995 MCMEA.
Section 17. Continuation of Certain Health Benefits

The parties agree that the following provisions of the 1993 Municipal Coalition Agreement shall remain in full force and effect, except as otherwise modified by provisions of this 1995 MCMEA or by the Memorandum of Economic Agreement for Transitional Funding Program.

Section 12. Health Care Flexible Spending Account.

a. A flexible health care spending account shall be established pursuant to Section 125 of the IRS code after July 1993. Those employees eligible for New York City health plan coverage as defined on page 32, section 4(B) of the 1992 New York City Health Summary Program Description shall be eligible to participate in the account. Participating employees shall contribute at least $260 per year up to a maximum of $2,600 per year. Said contribution minimum and maximum levels may be modified by the MLC Health Advisory Committee based on experience of the plan. Any unfunded balance may be deducted from final salary payments due an employee.

b. Expenses of the account shall include but not be limited to deductibles, co-insurance, copayments, excess expenses beyond plan limits, physical exams and health related transportation costs for vision, dental, medical and prescription drug plans where the employee and dependents are covered. In no case will any of the above expenses include those non-deductible expenses as defined as non-deductible in IRS Publication 502.

c. An administrative fee of $1.00 per week for the first year shall be charged for participation in the program. An employee's participation in the account is irrevocable during a plan year. At the close of the plan year any excess balance in an employee's account will not be refunded.

Section 17. Health Insurance.

a. Effective April 1, 1995 and thereafter, the Employer's cost for each contract for each Employee and for each retiree (under age 65) shall be equalized at the community rated basic HIP/HMO plan payment rate as approved by the State Department of Insurance on a category basis of individual or family, (e.g. the payment for GHI-CBP/Blue Cross family coverage shall be equal to the payment for HIP/HMO family coverage).

b. The Employers shall continue to contribute on a City employee benefits program-wide basis the additional annual amount of $30 million to maintain the health insurance stabilization reserve fund created in Section 7 of the 1984-87 Municipal Coalition Economic Agreement.

c. In the event that there is a citywide or program-wide health insurance package which exceeds the cost of the equalization and stabilization fund described above, the parties may negotiate a reconfiguration of this package which in no event will provide for costs in excess of the total costs of this Municipal Coalition Agreement as set forth herein. However, it is understood that no member union of the Coalition of Municipal Unions will be treated any better or any worse than any other union participating in the citywide or program-wide Health Program with regard to increased health insurance costs.

Section 18. Retroactivity

In the event that any payment is not paid on the date due under this 1995 MCMEA, such payment when made shall be paid retroactive to such date due.
Section 19. Approval of Agreements.

This 1995 MCMEA and the separate unit agreements are subject to approval in accordance with applicable law.

Section 20. Incorporation of Letter Agreements

The executed letter agreements, if any, annexed hereto are deemed to be part of this 1995 MCMEA as if fully set forth herein.

Section 21. Incorporation of Certain Provisions into Other Agreements.

Sections 8, 9(a) and 9(b) shall be incorporated into the Citywide Agreement and all other similar agreements with the Employers or into the applicable Separate Unit Agreement, whichever contains the subject matter, except Section 9(a) shall not be incorporated into the Boardwide Agreement. All other provisions of this 1995 MCMEA shall be incorporated into the Separate Unit Agreements except for Sections 10, 11, 12, 13, 15, 16, 17, 19, 20, 21 and 22.

Section 22. Savings Clause.

In the event that any provision of this 1995 MCMEA is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this 1995 MCMEA.
WHEREFORE, we have hereunto set our hands and seals this day of __________, 1996.

FOR THE CITY OF NEW YORK

BY JAMES F. HANLEY
Acting Commissioner of Labor Relations

BY
N.Y.C. HEALTH & HOSPITALS CORPORATION

BY
N.Y.C. BOARD OF EDUCATION

BY
N.Y.C. HOUSING AUTHORITY

BY
N.Y.C. OFFTRACK BETTING CORPORATION

BY
FASHION INSTITUTE OF TECHNOLOGY

BY

APPROVED AS TO FORM:

BY
Acting Corporation Counsel

FOR THE COALITION OF MUNICIPAL UNIONS

BY STANLEY HILL
Executive Director

LOCAL 237, IBT, AFL-CIO

BY
CARROLL E. HAYNES
President

LOCAL 372, AFSCME, AFL-CIO

BY
CHARLES HUGHES
President

LOCAL 375, AFSCME, AFL-CIO

BY
LOUIS G. ALBANO
President

LOCAL 300, SEIU, AFL-CIO

BY
SALVATORE J. CANGIARELLA
President

THE ORGANIZATION OF STAFF ANALYSTS

BY
ROBERT J. CROGHAN
Chairperson

THE COMMITTEE OF INTERNS & RESIDENTS

BY
UNITED COLLEGE EMPLOYEES OF FIT, LOCAL 3457

CERTIFIED TO THE FINANCIAL CONTROL BOARD: __________, 1996
OTHER MEMBERS OF THE 1995 COALITION OF MUNICIPAL UNIONS:

LOCAL 1180, CWA, AFL-CIO

BY_________________________  BY_________________________

LOCAL 1181, CWA, AFL-CIO

BY_________________________  BY_________________________

LOCAL 1182, CWA, AFL-CIO

BY_________________________  BY_________________________

LOCAL 1183, CWA, AFL-CIO

BY_________________________  BY_________________________

LOCAL 144, SEIU, AFL-CIO

BY_________________________  BY_________________________

LOCAL 246, SEIU, AFL-CIO

BY_________________________  BY_________________________

LOCAL 621, SEIU, AFL-CIO

BY_________________________  BY_________________________

DISTRICT 1, MEBA/HMU, AFL-CIO

BY_________________________  BY_________________________

FIRE ALARM DISPATCHERS BENEVOLENT ASSOCIATION

BY_________________________  BY_________________________

BY_________________________  BY_________________________

CERTIFIED TO THE FINANCIAL CONTROL BOARD:_________________, 1996
Dear Mr. Hill:

This is to confirm certain mutual understandings and agreements regarding the above captioned Agreement.

1. The Unions have provided or shall provide additional funding in order to advance the effective date of the 3 percent to the general increase set forth in Section 4(b)(i) from the first day of the 28th month to the first day of the 25th month. The value of the funds shall equate to three (3) months of payroll costs including wages, FICA, and associated "spin-off" costs.

2. The Unions have provided or shall provide the funding necessary to effectuate the application of the general increases to the additions to gross set forth in Section 4 (d)(i). The value of this advance is 0.02 percent, which is to be charged against the entire compensation package of the 1995 MCMEA.

3. The Unions have provided or shall provide the funding necessary to advance the funds available for the one month contract extension from the first day of the 60th month to the first day of the 51st month. The value of this advance is 0.02 percent, which is to be charged against the entire compensation package of the 1995 MCMEA.
4. The annuity fund set forth in Section 6(a) is funded from the 1.52 percent available on the first day of the 51st month. In addition, the Additional Compensation Fund set forth in Section 6(b) funded from the 1.52 percent is available on the first day of the 60th month. The net value of the availability on the 1st day of the 60th month of the Additional Compensation Fund is 0.03 percent, which is to be charged against the entire compensation package of the 1995 MCMEA, and is reflected in the 1.52 percent funds available.

5. Funding was not provided to permit the application of the general increases to the 15 year longevity increments provided in various separate unit agreements. Therefore the provisions of Section 4(d)(i) of the 1995 MCMEA shall not apply to such longevity increments.

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

Very truly yours,

JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF
THE COALITION OF MUNICIPAL UNIONS

BY
STANLEY HILL
Re: 1995 MCMEA — Application of Sections 5, 9(d) & 9(e)

Dear Mr. Hill:

This is to confirm certain mutual understandings and agreements regarding the above captioned Agreement.

1. 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 Section 5 of the 1995 MCMEA.

2. For the purposes of Sections 5(b), 9(d) and 9(e) of the 1995 MCMEA, employees who were in active pay status prior to the date of execution of the 1995 MCMEA 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 minimum salary rate set forth in Sections 4(b)(i), 4(b)(ii) and 4(b)(iii) on the dates indicated therein.

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

   b. Employees in active pay 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.

   c. 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.

   d. 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.

   e. Permanent employees who resign and are reinstated within one year of such resignation.

   f. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
g. A provisional employee who is appointed directly from one provisional appointment to another.

h. 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 Sections 5, 9(d) and (e) of the 1995 MCMEA. Such interpretations shall not be subject to the dispute resolution procedures set forth in Section 16 of the 1995 MCMEA.

3. For the purposes of Section 5(e)(ii), "approved leaves" is further defined to include:
   a. maternity/childcare leave
   b. military leave
   c. unpaid time while on jury duty
   d. unpaid leave for union business pursuant to Executive Order 75
   e. unpaid leave pending workers' compensation determination
   f. unpaid leave while on workers' compensation option 2
   g. approved unpaid time off due to illness or exhaustion of paid sick leave
   h. approved unpaid time off due to family illness
   i. other pre-approved leaves without pay

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

Very truly yours,

JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF
THE COALITION OF MUNICIPAL UNIONS

BY

STANLEY HILL
Re: 1995 MCMEA — Provisions in Lieu of Section 13 for HHC Employees

Dear Mr. Hill:

This is to confirm certain mutual understandings and agreements regarding the above captioned Agreement.

The City and the Unions recognize that in addition to sharing the burdens of the City’s fiscal difficulties, the changing nature of funding for health care and the restructuring of the Health and Hospitals Corporation ("HHC") presents HHC with major reductions in resources. The parties agree that involuntary separations should be a last resort action and will take steps to mitigate staff reductions if required.

In the event that staff reductions are required, HHC and the City agree they will try to redeploy employees within HHC, the City, and other covered agencies that may have vacancies.

The parties will also discuss alternative or internal funding sources, severance, early retirement, and/or worker retraining or educational programs.

If involuntary separations occur the parties will abide by State civil service law and related regulations and procedures.

The parties hereby agree that nothing in this letter agreement shall constitute a waiver of the Unions’ rights under the New York City Collective Bargaining Law or any other applicable law to bargain over the Employer’s decision to sell, lease or otherwise dispose of any public health care facility, or to bargain over the effects of such a decision on their members’ rights, or the Unions’ continued status as their exclusive bargaining representative. This will also constitute no waiver of rights by HHC’s or the City’s decision to sell, lease or otherwise dispose of any public health care facility.

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

Sincerely,

JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF THE COALITION OF MUNICIPAL UNIONS

BY ______________________

STANLEY HILL

AGREED AND ACCEPTED ON BEHALF OF HHC

BY ______________________
Re: 1995 MCMEA — Applicability of Section 13 to NYCHA Employees

Dear Mr. Hill:

This is to confirm certain mutual understandings and agreements regarding the above captioned Agreement.

Any Housing Authority employee covered by this 1995 MCMEA shall be subject to the job security provisions set forth in Section 13. However, the parties recognize the potential for major Federal funding reductions. If such reductions take place which lead to the involuntary separation of employees, the parties will meet to determine if alternative or internal funding sources can be utilized to avoid involuntary displacement, attempt to redeploy those affected within the City or other agencies where vacancies exist, and discuss severance, early retirement, and/or employee retraining and education programs.

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

Sincerely,

JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF THE HOUSING AUTHORITY

BY __________________________

STANLEY HILL
Re: 1995 MCMEA — Applicability of Section 13 to OTB Employees

Dear Mr. Hill:

This is to confirm certain mutual understandings and agreements regarding the above captioned Agreement.

The parties agree that employees of OTB are covered by Section 13 of the 1995 MCMEA. However, in the event that a determination is made to sell or lease OTB or if OTB is no longer a public benefit corporation, then Section 13 shall not apply. The parties agree that if this circumstance occurs, they shall take all steps to avoid involuntary staff reduction including discussing attempts to redeploy those affected within the City or other agencies where vacancies exist, and discuss severance, early retirement and/or employee retraining and education programs.

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

Very truly yours,

JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF
COALITION OF MUNICIPAL UNIONS

BY ______________________________

STANLEY HILL

AGREED AND ACCEPTED ON BEHALF OF OTB

BY ______________________________
Re: 1995 MCMEA — Electronic Funds Transfer

Dear Mr. Hill:

This is to confirm certain mutual understandings and agreements regarding the above captioned Agreement.

The parties agree that any union local whose members are currently paid on a weekly cycle may transfer to a biweekly cycle; and those members who wish to receive their paychecks by means of Electronic Funds Transfer (EFT) may enroll in accordance with the existing rules as promulgated by the Office of Payroll Administration.

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

Very truly yours,

JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF THE COALITION OF MUNICIPAL UNIONS

BY

STANLEY HILL
Re: 1995 MCMEA — Board of Education Part Time Employees

Dear Mr. Hill:

This is to confirm certain mutual understandings and agreements regarding the above captioned Agreement.

It is the parties’ understanding that pursuant to discussions with the Chancellor and the Board of Education, all part-time employees represented by DC 37 AFSCME, Local 1251 at the Board of Education, will not be subject to the two year continuous service limitation set forth in Section 13(b) of the 1995 MCMEA.

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

Very truly yours,

JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF THE COALITION OF MUNICIPAL UNIONS

BY ____________________________

STANLEY HILL

AGREED AND ACCEPTED ON BEHALF OF THE BOARD OF EDUCATION

BY ____________________________

PRESIDENT

BY ____________________________

CHANCELLOR

DATED: _______________, 1996
Charles Hughes, President
Local 372, DC 37, AFSCME, AFL-CIO
125 Barclay Street
New York, New York 10007

Re: 1995 MCMEA — Board of Education Part Time Employees

Dear Mr. Hughes:

This is to confirm certain mutual understandings and agreements regarding the above captioned Agreement.

It is the parties’ understanding that pursuant to discussions with the Chancellor and the Board of Education, all part-time employees represented by Local 372, DC 37, AFSCME at the Board of Education, will not be subject to the two year continuous service limitation set forth in Section 13(b) of the 1995 MCMEA.

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

Very truly yours,

JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF LOCAL 372, DC 37, AFSCME

BY ________________________________

CHARLES HUGHES

AGREED AND ACCEPTED ON BEHALF OF THE BOARD OF EDUCATION

BY ________________________________

PRESIDENT

AGREED AND ACCEPTED ON BEHALF OF THE COALITION OF MUNICIPAL UNIONS

BY ________________________________

STANLEY HILL

AGREED AND ACCEPTED ON BEHALF OF
THE COALITION OF MUNICIPAL UNIONS

BY ________________________________

CHANCELLOR
INTERPRETIVE MEMORANDUM NO. __  DRAFT

TO: All Concerned Agencies
FROM: James F. Hanley
DATE: DRAFT (IM.1B) - December 12, 1995
RE: Implementation of 1995 MCMEA Section 5 (New Hires)

1. Any newly hired employee appointed before ___________ who was appointed at a "frozen" hiring rate mandated by Section 5(b)(iv) of the 1993 Municipal Coalition Agreement (the "old hiring rate") shall upon completion of one year of service be paid the indicated minimum for the applicable title as set forth in the applicable Successor Separate Unit Agreement that is in effect on the one year anniversary of the employee's original date of appointment.

2. a. The appointment rate for any employee newly hired on or after ___________ shall be the applicable "new hiring rate" set forth in the applicable Successor Separate Unit Agreement as mandated by Section 5(c) of the 1995 MCMEA. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated minimum (set forth in the applicable Successor Separate Unit Agreement) for employee's title that is in effect on the two year anniversary of the employee's original date of appointment.

b. The "new hiring rates" listed the Successor Separate Unit Agreements will be adjusted in accordance with the provisions of Section 5(c) of the 1995 MCMEA.

i. Effective ___________, the "new hiring rate" for a covered title shall be the applicable minimum salary rate for said title that was in effect on the date of termination of the applicable predecessor separate unit agreement.

ii. The general increases provided for in Sections 4(b) of the 1995 MCMEA shall be applied to the "new hiring rate" as set forth in Paragraph 2(b)(i), above.

c. 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. The Successor Separate Unit Agreements will reflect the correct amounts and will be adjusted in accordance with the provisions of Section 5(c) of the 1995 MCMEA.

d. 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.

e. 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 Section 5 of the 1995 MCMEA.

§ 3. For the purposes of Paragraph 2, employees who were in active pay status prior to the date of execution of the 1995 MCMEA 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 salary rate set forth in the applicable Successor Separate Unit Agreement.

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

b. 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.

c. 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.

d. 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.

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

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

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

h. 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 5 of the 1995 MCMEA. Such interpretations shall not be subject to the dispute resolution procedures set forth in Section 16 of the 1995 MCMEA.

§ 4. a. Upon completion of four (4) years of active or qualified inactive service, an employee appointed pursuant to the provisions set forth in Paragraph 2 shall receive a one-time lump sum payment calculated by taking the difference between the "hiring rate" received by the employee and indicated minimum for the applicable title set forth in the applicable Successor Separate Unit Agreement that was in effect on the one year anniversary of the employee’s original date of appointment to their title. Such one-time lump sum payment shall be equivalent to the difference between the annual salary rate the employee would have actually earned during the employee’s second year of service had the higher salary rate been in effect and the annual salary rate they did earn.
b. The intent of this Paragraph 4 is to treat the employee as if the employee had moved to the higher minimum salary rate after one year of service rather than after two years. Only the difference between the applicable minimum and the "new hiring rate" is guaranteed and any differentials, merit increases, or similar additions-to-gross payments are not to be included in the calculation of the one-time lump sum payment.

c. Any overtime, night shift differential, or other percentage based premium payments received by an employee during the second year of service will be included in the calculation of the lump sum payment.

d. For a title subject to an incremental pay plan, the one-time lump sum payment shall be calculated by taking the difference between the "new hiring rate" received by the employee and the increment (for employees hired before _______ that was in effect on the one year anniversary of the employee's original date of appointment to their title. The Successor Separate Unit Agreements will reflect the correct amounts and will be adjusted in accordance with the provisions of Section 5(c) of the 1995 MCMEA. In the case where there are increments payable between the employee's first and second anniversaries, the lump sum will be prorated to reflect such increments.

e. 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 and the lump sum will be prorated to reflect such change(s).

§ 5. For the purposes of Paragraphs 2 and 4, "qualified inactive service" is defined to include the following employees:

a. those who are on preferred or recall lists; or

b. those who are on the following approved leaves:
   i. maternity/childcare leave;
   ii. military leave;
   iii. unpaid time while on jury duty;
   iv. unpaid leave for union business pursuant to Executive Order 75;
   v. unpaid leave pending workers' compensation determination;
   vi. unpaid leave while on workers' compensation option 2;
   vii. approved unpaid time off due to illness or exhaustion of paid sick leave;
   viii. approved unpaid time off due to family illness; and
   ix. other pre-approved leaves without pay.
INTERPRETIVE MEMORANDUM NO. DRAFT

TO: All Concerned Agencies
FROM: James F. Hanley
DATE: DRAFT (IM.2B) - December 14, 1995
RE: Implementation of 1995 MCMEA Section 6(a) (Annuity Fund)

1. Effective the first day of the 51st month of the applicable Successor Separate Unit Agreement, the parties agree to establish an annuity fund for all employees covered by the 1995 MCMEA. To be eligible to receive this annuity, an employee must be in active pay status at any time during the period of the first day of the 15th month through the last day of the 26th month of the applicable Successor Separate Unit Agreement. To receive payment, said employee must also be in active pay status on the first day of the 51st month of the applicable Successor Separate Unit Agreement.

2. a. The employer shall pay into the fund on behalf of full-time per annum and full time per diem employees a daily amount of two (2) dollars for each paid working day up to a maximum of $522 per annum.

b. For part-time employees who work less than the number of hours for their full-time equivalent title, the employer shall pay into the fund a daily amount of two (2) dollars for each paid working day based on a prorated amount which is calculated against the number of hours associated with their full-time equivalent title, up to a maximum of $522 per annum.

c. For those employees who are appointed on a seasonal basis, the employer shall pay into the fund a daily amount of two (2) dollars for each paid working day up to a maximum of $522 per annum.

d. i. For school-based 12-month employees who work at the Board of Education, the employer shall pay into the fund a daily amount of two (2) dollars for each paid working day up to a maximum of $522.

ii. For school-based 10-month employees who work at the Board of Education, the employer shall pay into the fund a daily amount of two (2) dollars for each working day up to a maximum of $522 per annum.

* See Attachment for list of effective dates by bargaining unit.
iii. For school-based employees who work part-time at the Board of Education who work less than the number of hours for their full-time equivalent title, the employer shall pay into the fund a daily amount of two (2) dollars for each paid working day based on a prorated amount which is calculated against the number of hours associated with their full-time equivalent title, up to a maximum of $522 per annum.

e. The eligibility for payments set forth in this Paragraph 2 shall be based on working days between the first day of the 15th month through the last day of the 26th month of the applicable Successor Separate Unit Agreement. *

f. For the purpose of Paragraph 2, excluded from paid working days are all scheduled days off, all days in non-pay status, and all paid overtime.

i. For school-based employees covered under Paragraph 2(d), "scheduled days off" shall not include days that schools are closed during the school year on days which an employee would otherwise be scheduled to work (e.g. winter and Easter recess), provided the employee is in active pay status for such day(s).

ii. "All days in non-pay status" as used in this Paragraph 2(f) shall be defined as including, but not limited to, the following:

1. time on preferred or recall lists;
2. time on the following approved unpaid leaves:
   a. maternity/childcare leave;
   b. military leave;
   c. unpaid time while on jury duty;
   d. unpaid leave for union business pursuant to Executive Order 75;
   e. unpaid leave pending workers' compensation determination;
   f. unpaid leave while on workers' compensation option 2;
   g. approved unpaid time off due to illness or exhaustion of paid sick leave;
   h. approved unpaid time off due to family illness; and
   i. other pre-approved leaves without pay;
3. time while on absence without leave;
4. time while on unapproved leave without pay; or
5. time while on unpaid suspensions.

* See Attachment for list of effective dates by bargaining unit.
13. Contributions hereunder shall be remitted by the employer no later than 120 days after the first day of the 51st month of this 1995 MCMEA to a mutually agreed upon annuity fund pursuant to the terms of a supplemental agreement to be reached by the parties subject to approval by the Corporation Counsel.

14. The First Deputy Commissioner of Labor Relations may issue, on a case-by-case basis, interpretations concerning issues related to the implementation of Section 6(a) of the 1995 MCMEA that were not anticipated by the parties. Such interpretations shall not be subject to the dispute resolution procedures set forth in Section 16 of the 1995 MCMEA.
ELECTION TO BE COVERED BY THE TERMS OF THE
1995 MUNICIPAL COALITION MEMORANDUM OF ECONOMIC AGREEMENT

WHEREAS, the undersigned union (the "Union") has not elected to be a member of the Coalition of Municipal Unions but desires to enter into collective bargaining agreements, including the 1995 Municipal Coalition Memorandum of Economic Agreement ("1995 MCMEA"), affixed hereto, and an agreement ("Separate Unit Agreement") successor to the existing separate unit agreement terminating on the date indicated below covering the employees represented by the Union and

WHEREAS, the Union intends that terms of the affixed 1995 MCMEA shall cover all economic matters and to incorporate the terms of 1995 MCMEA into the Union’s Separate Unit Agreement;

NOW, THEREFORE, the Union hereby elects to be covered by all terms and conditions set forth in the affixed 1995 MCMEA on behalf of the employees in the bargaining unit described below.

Name of Union:

Name of Bargaining Unit:

Termination date of existing separate unit agreement:

AGREED ON BEHALF OF THE CITY OF NEW YORK: AGREED OF BEHALF OF THE UNION:

BY_____________________________ BY_____________________________

JAMES F. HANLEY
Acting Commissioner of Labor Relations

DATED: _________________________, 199
CERTIFICATION OF COMPLIANCE WITH THE CONDITIONS FOR PAYMENT
OF THE GENERAL INCREASE SET FORTH IN SECTION 4(b)(1) OF THE
1995 MUNICIPAL COALITION MEMORANDUM OF ECONOMIC AGREEMENT

WHEREAS, the undersigned union (the "Union") has bound itself to be covered by the terms and
conditions set forth in the Municipal Coalition Memorandum of Economic Agreement ("1995
MCMEA"); and

WHEREAS, the Union hereby certifies that pursuant to Section 3 of the 1995 MCMEA it will not
raise any additional economic demands during the term of the 1995 MCMEA or during the
negotiations for the Separate Unit Agreement designated below, except as provided in Section
6 of said 1995 MCMEA; and

WHEREAS, the Union hereby certifies that it does not intend to exercise its rights pursuant to
Section 4(e) of the 1995 MCMEA to revise or modify the increases provided for in Sections
4(b)(i), 4(b)(ii), 4(b)(iii) or 4(d) of the 1995 MCMEA; and

WHEREAS, the Union by the execution of this Certification hereby meets the conditions set forth
in Section 7 of the 1995 MCMEA for the payment of the general increase set forth in Section
4(b)(i) of the 1995 MCMEA;

NOW, THEREFORE, The Commissioner of Labor Relations hereby agrees to take all necessary
steps to authorize and implement the payment of the general increases set forth in Section 4(b)(i)
of the 1995 MCMEA effective as of the date indicated therein.

Name of Union:

Name of Bargaining Unit:

AGREED ON BEHALF OF THE CITY OF NEW YORK: AGREED OF BEHALF OF THE UNION:

BY

JAMES F. HANLEY
Acting Commissioner of Labor Relations

DATED: __________ , 199_