

## MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT (hereinafter referred to as the "Agreement") entered into this 30<sup>th</sup> day of December, 2015, by and between the City of New York (the "City"), and the Correction Officers' Benevolent Association (the "Union").

WHEREAS, the undersigned parties desire to enter into a collective bargaining agreement, including this Memorandum of Agreement, modifying the collective bargaining agreement that expired on October 31, 2011, to cover employees represented by the Union ("Employees") in the title of Correction Officer.

WHEREAS, the undersigned parties desire that the economic terms of the Agreement conform to the uniformed settlement pattern;

**NOW, THEREFORE**, it is mutually agreed as follows:

1. Duration

The term of the agreement shall be from November 1, 2011 through February 28, 2019.

2. Continuation of Terms

The terms of the prior collective bargaining agreements and side letters shall continue, except as modified pursuant to this Memorandum of Agreement and side letters.

3. General Wage Increases

a. The General increases, effective as indicated, shall be:

- i. Effective November 1, 2011, Employees shall receive a general wage increase of one percent (1%).
- ii. Effective December 1, 2012, Employees shall receive a general wage increase of one percent (1%).
- iii. Effective January 1, 2014, Employees shall receive a general wage increase of one percent (1%).
- iv. Effective February 1, 2015, Employees shall receive a general wage increase of one percent (1%).
- v. Effective March 1, 2016, Employees shall receive a general wage increase of one and a half percent (1.5%).

- vi. Effective March 1, 2017 Employees shall receive a general wage increase of two and a half percent (2.5%).
  - vii. Effective March 1, 2018, Employees shall receive a general wage increase of three percent (3%).
- b. The increases provided for in Section 3 shall be calculated as follows:
- i. the increases in Section 3a. (i) shall be based upon the base rates (which shall include salary or incremental schedules) in effect on October 31, 2011.
  - ii. the increases in Section 3a. (ii) shall be based upon the base rates (which shall include salary or incremental schedules) in effect on November 30, 2012.
  - iii. the increases in Section 3a. (iii) shall be based upon the base rates (which shall include salary or incremental schedules) in effect on December 31, 2013.
  - iv. the increases in Section 3a. (iv) shall be based upon the base rates (which shall include salary or incremental schedules) in effect on January 31, 2015.
  - v. the increases in Section 3a. (v) shall be based upon the base rates (which shall include salary or incremental schedules) in effect on February 29, 2016.
  - vi. the increases in Section 3a. (vi) shall be based upon the base rates (which shall include salary or incremental schedules) in effect on February 28, 2017.
  - vii. the increases in Section 3a. (vii) shall be based upon the base rates (which shall include salary or incremental schedules) in effect on February 28, 2018.

4. Health Care Savings (Citywide)

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 part of this Agreement.

5. Terminal Leave

The resolution of the Board of Estimate of the City of New York dated June 27, 1957, states the following:

*Members of the Force shall be granted terminal leave with pay upon retirement not to exceed one month for every ten years of service, pro-rated for a fractional part thereof, provided, however, that no terminal leave shall be granted to an employee against whom departmental disciplinary charges are pending.*

Effective July 1, 2016, the parties agree that such Employees as described in the Resolution above and are entitled to payment shall now be entitled to voluntarily choose the option of a one-time lump sum payment as their terminal leave benefit in lieu of their current terminal leave benefit prior to retirement. Such payments shall be made as soon as practicable after retirement.

In the event that a change in legislation is needed to effectuate this agreement, the parties agree to jointly support the necessary legislation to implement the terms of this Section 5.

6. Release Time

Effective July 1, 2016, four additional full-time release positions, with pay, shall be available for use by designated Union officials. The release time shall be used in a manner consistent with Mayoral Executive Order 75.

7. Suspension of Civil Legal Defense Fund Contribution

Effective April 1, 2016, the City's contributions to the Civil Legal Defense Fund shall be suspended until the expiration of this Agreement, and be restored effective March 1, 2019.

8. Thirty-Day Suspension Review Committee

- a. The Department will create a Thirty (30) Day Suspension Review Committee to review appeals of suspensions of Correction Officers suspended for a period of greater than thirty (30) days without pay for involvement in impermissible Use of Force or line of duty incidents. All such suspensions will be heard by the committee on a case-by-case basis.
- b. The Suspension Review Committee shall be headed by a Chairperson designated by the Commissioner, whose duty it shall be to convene the committee.
- c. The Committee will consist of five (5) voting members:
  - i. The Chairperson
  - ii. The Chief of Department or designee;
  - iii. Warden from the facility to which the suspended officer is assigned;
  - iv. Investigation Division Representative;
  - v. Union or Line Representative.
- d. The Committee shall meet on a monthly basis, or more often if necessary, to review any suspensions of greater than thirty (30) days for involvement in impermissible Use of Force or line of duty incidents, which have not been revoked under the existing procedures.

- e. The Committee will issue a recommendation to the Commissioner as to whether the member should be returned to regular or modified duty after serving the first thirty (30) days of the suspension.
- f. Final authority to return a suspended officer to duty will remain within the sole and exclusive discretion of the Commissioner.

9. Mutual Exchange of Tours

- a. Commanding Officers shall permit members performing similar duties to exchange tours voluntarily when there is no interference with correction service and where such exchange of tours does not result in overtime for either member.
- b. All mutuals shall be between two members and completed within a two week period. "Self-mutuals" are expressly prohibited.

10. Military Leave

The side letter to the 2009-2011 COBA Agreement concerning military leave shall be incorporated into the parties' Collective Bargaining Agreement.

11. Uniforms

- a. DOC will establish procedures to ensure that the office of the Chief of Security will maintain new uniform shirts and pants to be made available to Correction Officers who are splashed with bodily fluids. When a Correction Officer is splashed with bodily fluids, he or she will submit a form created by DOC to the office of the Chief of Security. The Officer will then be supplied with a replacement shirt and/or pants. Such procedure will replace the current procedure providing reimbursement for purchase of soiled uniforms.
- b. DOC will meet with the Union to explore methods of reducing the cost of purchasing uniforms.

12. Medical Practice Review Committee

DOC agrees to establish a Medical Practice Review Committee, which shall include a representative from the Union, to conduct fact finding and issue recommendations for improved medical practices at the Health Management Division.

13. Labor-Management Committee on Facilities

- a. The parties will convene, within thirty (30) days of ratification of this MOA, a Labor-Management Committee to discuss and make recommendations on issues relating to locker room and bathroom facilities, including heating, hot water, showers, telephones, and locker space.
- b. The Committee will consist of:
  - i. The Mayor's Office of Labor Relations Assistant Commissioner of Workforce Engagement and Innovation;
  - ii. The Chief of Department or designee;
  - iii. The Deputy Commissioner of Finance or designee;
  - iv. The Deputy Commissioner of Quality Assurance or designee;
  - v. The Assistant Commissioner for Environmental Health;
  - vi. DOC Director of Labor Relations;
  - vii. Union Representative.
- c. Within six (6) months after it convenes, the Committee will issue a report to the Commissioner on the matters discussed by the committee, including any recommended changes or improvements to locker room or bathroom facilities. The Commissioner will issue a response within ninety (90) days of receipt of the Committee's report.

14. Other Labor-Management Committees

- a. The parties agree to convene, at the Union's request, a Labor-Management committee which shall include representative(s) from the Mayor's Office of Labor Relations to discuss any impact on COBA members of changes in the Department's headcount.
- b. A Labor-Management committee will be established with representatives of the Department of Correction and the COBA to study and review the current grievance procedure with the intent of developing procedures to expedite the process.
- c. The Union and the Department shall establish a joint committee which shall meet on a regular basis to discuss and consider appropriate means of resolving health and safety issues.

## 15. Annual Leave Donation Program

- a. The City of New York and the COBA, in order to assist Correction Officers who have exhausted all available leave and need to take a prolonged absence from duty due to the medical emergency of an immediate family member, have agreed to implement a Pilot Program entitled "Annual Leave Donation Program," which shall expire on October 31, 2018. Correction Officers who anticipate using a significant amount of leave to resolve issues caused by a major illness or medical condition of an immediate family member, may apply. The Pilot Program will be sponsored by the Department.
- b. All Correction Officers are eligible to participate as donors or recipients. Donations of accrued annual leave must be made in full day increments and will be debited from the donor's annual leave balance after review of the form and credited to the annual leave bank as full days. Only accrued annual vacation leave may be donated. Any time which is not vacation is not eligible for this program. All donations of accrued annual leave are voluntary. Donations cannot be directed to a particular Correction Officer. Donations will be included in a pool of annual leave to be dispersed by a joint Labor-Management panel. Donations into the "Annual Leave Donation Program" are not permitted in the calendar year of a Correction Officer's separation from the Department, and any such donations shall be retroactively withdrawn and returned to the individual.
- c. A Correction Officer must have donated at least one vacation day to the pool to be eligible for a disbursement during the life of the Pilot Program. A Correction Officer may donate a maximum of five vacation days per calendar year. Upon depleting all accrued personal leave, including compensatory time, a Correction Officer may receive a maximum disbursement equal to one year's vacation time that would be accrued by the Correction Officer in the same year. In cases of extreme hardship, the Labor-Management Panel may waive the required donation to the "Annual Leave Donation Program" prior to a disbursement, as well as the maximum disbursement and donation limits.
- d. All decisions concerning the implementation of the "Annual Leave Donation Program" and the eligibility of the donor/donee will be mutually agreed upon by the Labor-Management panel. All decisions must comply with IRS Revenue Ruling 90- 29. The decisions of the Labor-Management panel are final and not subject to review, appeal or any grievance procedures. The Labor-Management panel shall consist of four members, two members each from the COBA and the Department. A majority vote is necessary to receive a disbursement from the program.

e. This "Annual Leave Donation Program" shall only be implemented in accordance with IRS Revenue Ruling 90-29 and as required by law.

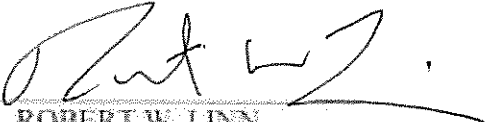
16. Coordination of Tours for Child/Family Care Issues

In an effort to assist Correction Officers who are experiencing child care/family issues and have a member of the department with whom they share child or family care duties, the Department shall implement a Pilot Program for twelve (12) months that will permit Correction Officers to request a change of tour within their assigned command or request transfer to a command with an opening on their desired tour, subject to the operational needs of the Department. Correction Officers requesting said accommodations must submit documentation, to be determined by DOC, detailing the reasons for the accommodation. The request will not be unreasonably denied.

Agreed to, this 30<sup>th</sup> day of December 2015.

FOR THE CITY OF NEW YORK

By:

  
ROBERT W. LINN

Commissioner of Labor Relations

FOR THE CORRECTION OFFICERS' BENEVOLENT ASSOCIATION

By:

  
NORMAN SEABROOK

President



THE CITY OF NEW YORK  
**OFFICE OF LABOR RELATIONS**  
40 Rector Street, New York, NY 10006-1705  
<http://nyc.gov/olr>

**ROBERT W. LINN**  
*Commissioner*

May 5, 2014

Harry Nespoli  
Chair, Municipal Labor Committee  
125 Barclay Street  
New York, NY 10007

Dear Mr. Nespoli:

This is to confirm the parties' mutual understanding concerning the following issues:

1. Unless otherwise agreed to by the parties, the Welfare Fund contribution will remain constant for the length of the successor unit agreements, including the \$65 funded from the Stabilization Fund pursuant to the 2005 Health Benefits Agreement between the City of New York and the Municipal Labor Committee.
2. Effective July 1, 2014, the Stabilization Fund shall convey \$1 Billion to the City of New York to be used to support wage increases and other economic items for the current round of collective bargaining (for the period up to and including fiscal year 2018). Up to an additional total amount of \$150 million will be available over the four year period from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties. Thereafter, \$ 60 million per year will be available from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties.
3. If the parties decide to engage in a centralized purchase of Prescription Drugs, and savings and efficiencies are identified therefrom, there shall not be any reduction in welfare fund contributions.
4. There shall be a joint committee formed that will engage in a process to select an independent healthcare actuary, and any other mutually agreed upon additional outside expertise, to develop an accounting system to measure and calculate savings.



5. The MLC agrees to generate cumulative healthcare savings of \$3.4 billion over the course of Fiscal Years 2015 through 2018, said savings to be exclusive of the monies referenced in Paragraph 2 above and generated in the individual fiscal years as follows: (i) \$400 million in Fiscal Year 2015; (ii) \$700 million in Fiscal Year 2016; (iii) \$1 billion in Fiscal Year 2017; (iv) \$1.3 billion in Fiscal Year 2018; and (v) for every fiscal year thereafter, the savings on a citywide basis in health care costs shall continue on a recurring basis. At the conclusion of Fiscal Year 2018, the parties shall calculate the savings realized during the prior four-year period. In the event that the MLC has generated more than \$3.4 billion in cumulative healthcare savings during the four-year period, as determined by the jointly selected healthcare actuary, up to the first \$365 million of such additional savings shall be credited proportionately to each union as a one-time lump sum pensionable bonus payment for its members. Should the union desire to use these funds for other purposes, the parties shall negotiate in good faith to attempt to agree on an appropriate alternative use. Any additional savings generated for the four-year period beyond the first \$365 million will be shared equally with the City and the MLC for the same purposes and subject to the same procedure as the first \$365 million. Additional savings beyond \$1.3 billion in FY 2018 that carry over into FY 2019 shall be subject to negotiations between the parties.

6. The following initiatives are among those that the MLC and the City could consider in their joint efforts to meet the aforementioned annual and four-year cumulative savings figures: minimum premium, self-insurance, dependent eligibility verification audits, the capping of the HIP HMO rate, the capping of the Senior Care rate, the equalization formula, marketing plans, Medicare Advantage, and the more effective delivery of health care.

7. Dispute Resolution

- a. In the event of any dispute under this agreement, the parties shall meet and confer in an attempt to resolve the dispute. If the parties cannot resolve the dispute, such dispute shall be referred to Arbitrator Martin F. Scheinman for resolution.
- b. Such dispute shall be resolved within 90 days.
- c. The arbitrator shall have the authority to impose interim relief that is consistent with the parties' intent.
- d. The arbitrator shall have the authority to meet with the parties at such times as the arbitrator determines is appropriate to enforce the terms of this agreement.
- e. If the parties are unable to agree on the independent health care actuary described above, the arbitrator shall select the impartial health care actuary to be retained by the parties.
- f. The parties shall share the costs for the arbitrator and the actuary the arbitrator selects.

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

Sincerely,



Robert W. Linn  
Commissioner

Agreed and Accepted on behalf of the Municipal Labor Committee

BY:   
\_\_\_\_\_  
Harry Nespoli, Chair



## OFFICE OF LABOR RELATIONS

40 Rector Street, New York, N.Y. 10006-1705  
nyc.gov/olr

ROBERT W. LINN  
*Commissioner*  
RENEE CAMPION  
*First Deputy Commissioner*  
CLAIRE LEVITT  
*Deputy Commissioner*  
*Health Care Cost Management*

MAYRA E. BELL  
*General Counsel*  
GEORGETTE GESTELY  
*Director, Employee Benefits Program*

December 30, 2015

Norman Seabrook  
President  
Correction Officers' Benevolent Association  
75 Broad Street, Suite 810  
New York, NY 10004

### Re: 2011-2019 COBA Collective Bargaining Agreement

Dear Mr. Seabrook:

This letter serves to confirm the parties' mutual understanding concerning the Rikers Island Central Arrest Unit.

- a. In order to provide a safe environment, the Department of Correction shall, in coordination with the Bronx District Attorney's Office, create a Rikers Island Central Arrest Unit in order to more effectively pursue re-arrest for aggravated harassment and assault on Correction Officers committed by inmates while incarcerated.
- b. Commanding Officers shall report, as soon as possible, to the Office of Commissioner and to the Chief of the Department that an assault upon a correction officer has been reported to him/her. The Office of the Chief of Security shall investigate and file a complete report as soon as possible to the Office of the Commissioner and to the Chief of the Department. The full report shall be signed by the correction officer to acknowledge that he/she has seen the report and he/she may append a statement to such report.
- c. The Chief of Security shall notify the correction officer of its readiness to assist the correction officer. This assistance is intended solely to apply to the criminal aspect of any case arising from such assault.

- d. The Department shall be responsible for collecting data on every Correction Officer assaulted and must upon request provide the Union with such information/data.
- e. The provisions in Operation Order 52/89 shall apply.

If the above accords with your understanding, please countersign below.

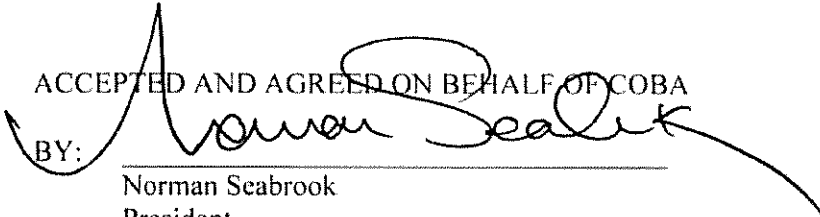
Sincerely,



Robert W. Linn

ACCEPTED AND AGREED ON BEHALF OF COBA

BY:



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Norman Seabrook  
President



# OFFICE OF LABOR RELATIONS

40 Rector Street, New York, N.Y. 10006-1705  
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ROBERT W. LINN  
*Commissioner*  
RENEE CAMPION  
*First Deputy Commissioner*  
CLAIRE LEVITT  
*Deputy Commissioner*  
*Health Care Cost Management*

MAYRA E. BELL  
*General Counsel*  
GEORGETTE GESTELY  
*Director, Employee Benefits Program*

December 3, 2015

Norman Seabrook  
President  
Correction Officers' Benevolent Association  
75 Broad Street, Suite 810  
New York, NY 10004

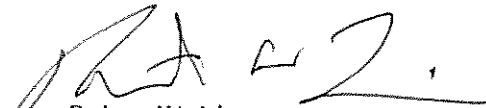
## Re: 2011-2019 COBA Collective Bargaining Agreement

Dear Mr. Seabrook:

This letter serves to confirm the parties' mutual understanding concerning the issuance of "good guy letters" by the Department of Correction. The Department, in consultation with the New York City Law Department, will develop criteria for the Department to consider when deciding if a Correction Officer will be issued a "good guy letter" upon his or her retirement.

If the above accords with your understanding, please countersign below.

Sincerely,

  
Robert W. Linn

ACCEPTED AND AGREED ON BEHALF OF COBA

BY:   
Norman Seabrook  
President



# OFFICE OF LABOR RELATIONS

40 Rector Street, New York, N.Y. 10006-1705  
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ROBERT W. LINN  
*Commissioner*  
RENEE CAMPION  
*First Deputy Commissioner*  
CLAIRE LEVITT  
*Deputy Commissioner*  
*Health Care Cost Management*

MAYRA E. BELL  
*General Counsel*  
GEORGETTE GESTELY  
*Director, Employee Benefits Program*

December 30, 2015

Norman Seabrook  
President  
Correction Officers' Benevolent Association  
75 Broad Street, Suite 810  
New York, NY 10004

## Re: 2011-2019 COBA Collective Bargaining Agreement

Dear Mr. Seabrook:

The parties agree to complete and unequivocal support for State legislation to provide for amendment of the disability pension benefit, as indicated in the attached draft, modified as necessary to apply to Correction Officers and subject only to technical revisions. The parties agree to jointly support a "Home Rule" message in order to enact such legislation.

The parties agree that they will not support or advocate for alternative legislation.

If the above accords with your understanding, please countersign below.

Sincerely,

Robert W. Linn

ACCEPTED AND AGREED ON BEHALF OF COBA

BY:

  
Norman Seabrook  
President

AN ACT to amend the retirement and social security law, in relation to disability benefits for certain members of the New York city fire department pension fund

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section one. Subdivision 24 of section 501 of the retirement and social security  
2 law, as amended by chapter 18 of the laws of 2012, is amended to read as follows:

3 24. "Wages" shall mean regular compensation earned by and paid to a member by  
4 a public employer, except that for members who first join the state and local employees'  
5 retirement system on or after January first, two thousand ten, overtime compensation paid in any  
6 year in excess of the overtime ceiling, as defined by this subdivision, shall not be included in the  
7 definition of wages. "Overtime compensation" shall mean, for purposes of this section,  
8 compensation paid under any law or policy under which employees are paid at a rate greater than  
9 their standard rate for additional hours worked beyond those required, including compensation  
10 paid under section one hundred thirty-four of the civil service law and section ninety of the  
11 general municipal law. The "overtime ceiling" shall mean fifteen thousand dollars per annum on  
12 January first, two thousand ten, and shall be increased by three percent each year thereafter,  
13 provided, however, that for members who first become members of the New York state and local  
14 employees' retirement system on or after April first, two thousand twelve, "overtime ceiling"  
15 shall mean fifteen thousand dollars per annum on April first, two thousand twelve, and shall be  
16 increased each year thereafter by a percentage to be determined annually by reference to the  
17 consumer price index (all urban consumers, CPI-U, U.S. city average, all items, 1982-84=100),  
18 published by the United States bureau of labor statistics, for each applicable calendar year. Said  
19 percentage shall equal the annual inflation as determined from the increase in the consumer price

1 index in the one year period ending on the December thirty-first prior to the cost-of-living  
2 adjustment effective on the ensuing April first. For the purpose of calculation a member's  
3 primary federal social security retirement or disability benefit, wages shall, in any calendar year,  
4 be limited to the portion of the member's wages which would be subject to tax under section  
5 three thousand one hundred twenty-one of the internal revenue code of nineteen hundred fifty-  
6 four, or any predecessor or successor provision relating thereto, if such member was employed  
7 by a private employer. For members who first become members of the New York state and local  
8 employees' retirement system on or after the effective date of the chapter of the laws of two  
9 thousand twelve which amended this subdivision, the following items shall not be included in the  
10 definition of wages: (a) wages in excess of the annual salary paid to the governor pursuant to  
11 section three of article four of the state constitution, (b) lump sum payments for deferred  
12 compensation, sick leave, accumulated vacation or other credits for time not worked, (c) any  
13 form of termination pay, (d) any additional compensation paid in anticipation of retirement, and  
14 (e) in the case of employees who receive wages from three or more employers in a twelve month  
15 period, the wages paid by the third and each successive employer. For New York city enhanced  
16 plan members who receive the ordinary disability benefit provided for in subdivision c-1 of  
17 section five hundred six of this article or the accidental disability benefit provided for in  
18 paragraph three of subdivision c of section five hundred seven of this article, the following items  
19 shall not be included in the definition of wages: (a) lump sum payments for deferred  
20 compensation, sick leave, accumulated vacation or other credits for time not worked, (b) any  
21 form of termination pay, (c) any additional compensation paid in anticipation of retirement, and  
22 (d) in the case of employees who receive wages from three or more employers in a twelve month  
23 period, the wages paid by the third and each successive employer.



1           § 2. Section 501 of the retirement and social security law is amended by adding a  
2 new subdivision 27 to read as follows:

3           27. "New York city enhanced plan member" shall mean (a) a New York city  
4 police/fire revised plan member who becomes subject to the provisions of this article on or after  
5 April first, two thousand sixteen and who is a member of the New York city fire department  
6 pension fund, (b) a police/fire member who became subject to the provisions of this article  
7 before April first, two thousand sixteen, who is a member of the New York city fire department  
8 pension fund, and who makes an election, which shall be duly executed and filed with the  
9 administrative head of such pension fund no later than one hundred twenty days after the  
10 effective date of this subdivision and shall be irrevocable, to be subject to the provisions of this  
11 article related to New York city enhanced plan members, or (c) a New York city police/fire  
12 revised plan member who became subject to the provisions of this article before April first, two  
13 thousand sixteen, who is a member of the New York city fire department pension fund, and who  
14 makes an election, which shall be duly executed and filed with the administrative head of such  
15 pension fund no later than one hundred twenty days after the effective date of this subdivision  
16 and shall be irrevocable, to be subject to the provisions of this article related to New York city  
17 enhanced plan members.

18           § 3. Section 506 of the retirement and social security law is amended by adding a  
19 new subdivision c-1 to read as follows:

20           c-1. Notwithstanding the provisions of subdivisions a and b of this section, the  
21 ordinary disability benefit for a New York city enhanced plan member shall be a pension equal  
22 to the greater of (i) thirty-three and one-third percent of final average salary, or (ii) two percent  
23 of final average salary times years of credited service not in excess of the maximum years of

1 service for computing service retirement, such benefit in each case to be reduced by one hundred  
2 percent of any workmen's compensation benefits payable.

3 § 4. Subdivisions c and e of section 507 of the retirement and social security law,  
4 subdivision c as amended by chapter 18 of the laws of 2012, and subdivision e as added by  
5 chapter 890 of the laws of 1976, are amended to read as follows:

6 c. 1. In the case of a member of a retirement system other than the New York state  
7 and local employees' retirement system, the New York state teachers' retirement system, the New  
8 York city employees' retirement system, the New York city board of education retirement system  
9 or the New York city teachers' retirement system, or in the case of a member of the New York  
10 city employees' retirement system who is a New York city uniformed correction/sanitation  
11 revised plan member or an investigator revised plan member, the accidental disability benefit  
12 hereunder shall be a pension equal to two percent of final average salary times years of credited  
13 service which such member would have attained if employment had continued until such  
14 member's full escalation date, not in excess of the maximum years of service creditable for the  
15 normal service retirement benefit, less (i) fifty percent of the primary social security disability  
16 benefit, if any, as provided in section five hundred eleven of this article, and (ii) one hundred  
17 percent of any workers' compensation benefits payable. The provisions of this paragraph shall  
18 not apply to New York city enhanced plan members.

19 2. In the case of a member of the New York state and local employees' retirement  
20 system, the New York state teachers' retirement system, the New York city employees'  
21 retirement system (other than a New York city uniformed correction/sanitation revised plan  
22 member or an investigator revised plan member), the New York city board of education  
23 retirement system or the New York city teachers' retirement system, the accidental disability

1 benefit hereunder shall be a pension equal to sixty percent of final average salary, less (i) fifty  
2 percent of the primary social security disability benefit, if any, as provided in section five  
3 hundred eleven of this article, and (ii) one hundred percent of any workers' compensation  
4 benefits payable. In the event a disability retiree from any retirement system is not eligible for  
5 the primary social security disability benefit and continues to be eligible for disability benefits  
6 hereunder, such disability benefit shall be reduced by one-half of such retiree's primary social  
7 security retirement benefit, commencing at age sixty-two, in the same manner as provided for  
8 service retirement benefits under section five hundred eleven of this article.

9 3. In the case of a New York city enhanced plan member, the accidental disability  
10 benefit hereunder shall be a pension equal to seventy-five percent of final average salary, less  
11 one hundred percent of any workers' compensation benefits payable.

12 e. A member, except a New York city enhanced plan member, shall not be  
13 eligible to apply for disability benefits under section five hundred six or this section unless such  
14 member shall, at the time of application, sign a waiver prepared by the retirement system and  
15 approved by the administrative head of such system pursuant to which such member agrees to  
16 waive the benefits of any statutory presumption relating to the cause of disability or eligibility  
17 for disability benefits, and a determination of eligibility for benefits hereunder shall be made  
18 without regard to any such statutory provision.

19 § 5. Section 507 of the retirement and social security law is amended by adding a  
20 new subdivision j to read as follows:

21 j. Notwithstanding any inconsistent provision of this chapter or any law, any  
22 condition of impairment of health caused by diseases of the lung, resulting in disability or death  
23 to a member of the New York city fire department pension fund who is a New York city

1 enhanced plan member, who successfully passed a physical examination on entry into service as  
2 a firefighter, which examination failed to disclose evidence of any disease or other impairment of  
3 the lung, shall be presumptive evidence that it was incurred in the performance and discharge of  
4 duty, unless the contrary be proved by competent evidence.

5 § 6. Section 510 of the retirement and social security law is amended by adding a  
6 new subdivision i to read as follows:

7 i. Notwithstanding any other provision of this article, the annual escalation  
8 provided in this section shall not apply to the ordinary disability benefit for New York city  
9 enhanced plan members provided for in subdivision c-1 of section five hundred six of this article  
10 or the accidental disability benefit for New York city enhanced plan members provided for in  
11 paragraph three of subdivision c of section five hundred seven of this article. Such members who  
12 receive such ordinary disability benefit or accidental disability benefit shall have a cost-of-living  
13 adjustment for such benefit, which shall be computed in the same manner as provided for by  
14 section 13-696 of the administrative code of the city of New York.

15 § 7. Section 511 of the retirement and social security law is amended by adding a  
16 new subdivision g to read as follows:

17 g. This section shall not apply to a New York city enhanced plan member who  
18 receives the ordinary disability benefit provided for in subdivision c-1 of section five hundred six  
19 of this article or the accidental disability benefit provided for in paragraph three of subdivision c  
20 of section five hundred seven of this article.

21 § 8. Subdivision a of section 512 of the retirement and social security law, as  
22 amended by chapter 18 of the laws of 2012, is amended to read as follows:

1           a. A member's final average salary shall be the average wages earned by such a  
2 member during any three consecutive years which provide the highest average wage; provided,  
3 however, if the wages earned during any year included in the period used to determine final  
4 average salary exceeds that of the average of the previous two years by more than ten percent,  
5 the amount in excess of ten percent shall be excluded from the computation of final average  
6 salary. Notwithstanding the preceding provisions of this subdivision to the contrary, for a  
7 member who first becomes a member of the New York state and local employees' retirement  
8 system on or after April first, two thousand twelve, or for a New York city police/fire revised  
9 plan member, a New York city enhanced plan member who receives the ordinary disability  
10 benefit provided for in subdivision c-1 of section five hundred six of this article or the accidental  
11 disability benefit provided for in paragraph three of subdivision c of section five hundred seven  
12 of this article, a New York city uniformed correction/sanitation revised plan member or an  
13 investigator revised plan member, a member's final average salary shall be the average wages  
14 earned by such a member during any five consecutive years which provide the highest average  
15 wage; provided, however, if the wages earned during any year included in the period used to  
16 determine final average salary exceeds that of the average of the previous four years by more  
17 than ten percent, the amount in excess of ten percent shall be excluded from the computation of  
18 final average salary. In determining final average salary pursuant to any provision of this  
19 subdivision, where the period used to determine final average salary is the period which  
20 immediately precedes the date of retirement, any month or months (not in excess of twelve)  
21 which would otherwise be included in computing final average salary but during which the  
22 member was on authorized leave of absence at partial pay or without pay shall be excluded from

1 the computation of final average salary and the month or an equal number of months  
2 immediately preceding such period shall be substituted in lieu thereof.

3 § 9. Section 517 of the retirement and social security law is amended by adding  
4 new subdivisions h and i to read as follows:

5 h. Notwithstanding any inconsistent provision in subdivision a of this section,  
6 New York city enhanced plan members shall, as of the effective date of this subdivision,  
7 contribute six percent of annual wages to the pension fund in which they have membership.

8 i. The amount of any additional contributions relating to the chapter of the laws of  
9 2016 which amended this subdivision that are required to be paid by the city of New York to the  
10 New York city fire department pension fund pursuant to section 13-638.2 of the administrative  
11 code of the city of New York or section 13-638.3 of such code, as added by chapter 610 of the  
12 laws of 1991, shall not be less than two million five hundred thousand dollars (\$2,500,000) in the  
13 fiscal year of the city of New York commencing July 1, 2016, four million two hundred fifty  
14 thousand dollars (\$4,250,000) in the fiscal year of the city of New York commencing July 1,  
15 2017, five million nine hundred fifty thousand dollars (\$5,950,000) in the fiscal year of the city  
16 of New York commencing July 1, 2018, and seven million six hundred fifty thousand dollars  
17 (\$7,650,000) in the fiscal year of the city of New York commencing July 1, 2019.

18 § 10. This act shall take effect immediately.