

**2017-2021 Memorandum of Agreement  
Civil Service Bar Association and the City of New York**

1. Term: August 18, 2017 – April 17, 2021  
3 years and 8 months (44 months)

2. General Wage Increases

<u>Effective Date</u>	<u>General Wage Increases</u>
a. August 18, 2017	2.00%
b. August 18, 2018	2.25% compounded
c. September 18, 2019	3.25% compounded

3. Additions to Gross

- a. The general wage increases in section 2. shall not apply to “additions-to-gross.” “Additions to gross” shall be defined to include uniform allowances, equipment allowances, transportation allowances, uniform maintenance allowances, assignment differentials, service increments, longevity differentials, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials.
- b. Section 3(a) does not apply to Recurring Increment Payments (RIPs) which automatically increase with wage increases.

4. Conditions of Payment

- a. The general wage increases pursuant to Sections 2(a) and 2(b) of this 2017-2021 Civil Service Bar Association Memorandum of Agreement (“MOA”) shall be payable as soon as practicable upon the execution of this MOA.
- b. The general wage increase pursuant to Section 2(c) of this MOA shall be payable as soon as practicable after the effective date of such increase.

5. Prohibition of Further Economic Demands

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

6. Recurring Increment Payment

- a. Effective June 18, 2018, the Recurring Increment Payment (“RIP”) incremental amounts covering full time per annum and full-time per diem employees in the titles Agency Attorney and Attorney-at-Law in effect on August 18, 2017 shall be increased by the amounts set forth below, subject to existing rules of Article III, Section 10 and Appendix A of the 2010-2017 *Attorneys Agreement*.

After 6 years	\$154
After 8 years	\$155
After 12 years	\$155
After 18 years	\$155
After 20 years	\$156

- b. Effective June 18, 2018, the existing RIP incremental amounts pursuant to paragraph 3 of the April 20, 2018 Agreement covering in the title Assistant Advocate-PD shall be increased by the amounts set forth in paragraph 6(a).

7. Alternate Work Schedule Pilot Program

The parties agree to establish a pilot program to implement compressed work week schedules for certain bargaining unit members. Agency participation in the pilot program is voluntary and the program expires one year after the expiration of the *2017-2021 Attorneys Agreement*.

The program will consist of the formulation of a labor/management committee with each of the participating Agencies consisting of a designee of the Agency Commissioner, the First Deputy Commissioner of the Office of Labor Relations or his designee, and representatives of CSBA, who will implement the pilot program. Consideration of any pilot program under this provision is subject to the following conditions:

- The labor/management committee will consider applicable Citywide policy, guidelines and contractual obligations in the development of the pilot program.
- Alternate work schedules under this pilot are limited to compressed work week schedules.
- Agencies retain the discretion to implement or terminate alternate work schedules based on the operational needs of the Agency or other considerations.
- The joint committee will review appeals of individual denials of requests for alternate work schedules and denials of requests to terminate alternate work schedules.

The parties agree to review the pilot program 24 months after it is implemented in order to give the parties the opportunity to discuss and adjust any program changes they mutually agree are necessary.

8. Health Savings and Welfare Fund Contributions

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

Effective March 18, 2021, there shall be an additional \$167 per annum contribution to the welfare fund on behalf of active employees only.

9. Paid Family Leave

The parties agree to “opt in” to the New York State Paid Family Leave Program, as implemented by the City of New York, as soon as practicable following the execution of the is MOA and agree to take the necessary steps to implement.

10. Article VI – Grievance Procedure

The parties agree to certain modifications to the language in Article VI – Grievance Procedure relating to disciplinary grievances, as set forth in the attached letter agreement.

11. Continuation of Terms

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

12. Direct Deposit

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

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

13. Approval of Agreement

This Agreement is subject to union ratification.

FOR THE CITY OF NEW YORK

BY: 

RENEE CAMPTON  
Commissioner of Labor Relations

FOR THE CIVIL SERVICE BAR  
ASSOCIATION

BY: 

SAUL FISHMAN  
President

Date: May~~30~~<sup>31</sup>, 2019



# Office of Labor Relations

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

**Renee Campion**  
*Commissioner*  
**Steven H. Banks**  
*First Deputy Commissioner*  
*General Counsel*

**Claire Levitt**  
*Deputy Commissioner*  
*Health Care Cost Management*  
**Georgette Gestely**  
*Director, Employee Benefits Program*

Saul Fishman  
President  
Civil Service Bar Association  
International Brotherhood of Teamsters, Local 237  
216 West 14th Street  
New York, NY 10011

## **RE: Modifications to disciplinary procedure language in Article VI – Grievance Procedure**

Dear Mr. Fishman:

This is to confirm our mutual understanding regarding changes to the language in Article VI – Grievance Procedure of the *Attorneys Agreement*, as follows:

1. *Add a new Section 3 to Article VI - Grievance Procedure:*

### **Section 3. Representation**

In any grievance under Section 1(e) or Section 1(f) of this Article, Employees are entitled to representation at each Step of the grievance process. CSBA shall not be required to provide representation to employees who are not members of the Union at the time of the incident(s) underlying the potential discipline and/or at the time the employee requests representation. If the Union declines to provide representation in a situation where a member would be entitled to representation from the union, the non-member shall be entitled to be represented to the extent required by law.

CSBA shall have the right to have a representative present at any disciplinary meeting or hearing and shall be given reasonable notice of all disciplinary meetings or hearings. The notice shall include all documents, submissions, determinations, or other information in connection with the discipline.

2. *Modifications to current Section 3 of Article VI Grievance Procedure (renumbered Section 4):*

#### **Section 4.**

As a condition to the right of the Union or, in the case of a non-member employee, the employee, to invoke impartial arbitration set forth in this Article, including the arbitration of a grievance involving a claimed improper holding of an open competitive rather than a promotional examination, the employee or employees and/or the Union shall be required to file with the Director of the Office of Collective Bargaining a written waiver of the right, if any, of the employee and/or the Union to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

3. *Modifications to current Sections 5 and 6 of Article VI Grievance Procedure (renumbered Sections 6 and 7):*

#### **Section 6. Disciplinary Procedure for Employees Covered by §75(1) of the Civil Service Law**

In any case involving a grievance under Section 1(e) of this Article, the following procedure shall govern upon service of written charges of incompetence or misconduct:

**STEP A** Following the service of written charges, a conference with such employee shall be held with respect to such charges by the person designated by the agency head to review a grievance at **STEP I** of the Grievance Procedure set forth in this Agreement. The employee may be represented at such conference by a representative of the Union or, in the case of a non-member employee, a representative of his or her own choosing as provided in Section 3. At the conference the person designated by the agency head to review the charges shall: (1) verbally communicate to the employee any information reasonably necessary for the employee to understand the nature of the charges; (2) furnish to the employee copies of documentary evidence necessary to support the charges; and (3) furnish to the employee the names of potential witnesses except under unusual circumstances. The employee shall have the right to make any statement or explanation as to the charges. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference.

If the employee is satisfied with the determination in **STEP A** above, the employee may choose to accept such determination as an alternative to and in lieu of a determination made pursuant to the procedures provided for in Section 75 of the Civil Service Law. As a condition of accepting such determination, the employee shall sign a waiver of the employee's right to the procedures available to him or her under Sections 75 and 76 of the Civil Service Law.

**STEP B(i)** If the employee is not satisfied with the determination at **STEP A** above then the Employer shall proceed in accordance with the disciplinary procedures set forth in Section 75 of the Civil Service Law. As an alternative, the Union with the consent of the employee, or in the case of a non-member employee, the employee, may choose to proceed in accordance with the Grievance Procedure set forth in this Agreement, including the right to proceed to binding arbitration pursuant to **STEP IV** of such Grievance Procedure. As a condition for submitting the matter to the Grievance Procedure the employee and the Union shall file a written waiver of the

right to utilize the procedures available to the employee pursuant to Sections 75 and 76 of the Civil Service Law or any other administrative or judicial tribunal, except for the purpose of enforcing an arbitrator's award, if any. Notwithstanding such waiver, the period of an employee's suspension without pay pending hearing and determination of charges shall not exceed thirty (30) days.

**STEP B(ii)** If the election is made to proceed pursuant to the Grievance Procedure, an appeal from the determination of **STEP A** above, shall be made to the agency head or designated representative. The appeal must be made in writing within five (5) work days of the receipt of the determination. The agency head or designated representative shall meet with the employee and the Union or, in the case of a non-member employee, the employee and a representative of his or her own choosing as provided in Section 3, for review of the grievance and shall issue a determination to the employee and the Union by the end of the tenth work day following the day on which the appeal was filed. The agency head or designated representative shall have the power to impose the discipline, if any, decided upon, up to and including termination of the accused employee's employment. In the event of such termination or suspension without pay totaling more than thirty (30) days, the Union with the consent of the grievant or, in the case of a non-member grievant, the grievant, may elect to skip **STEP C** of this Section and proceed directly to **STEP D**.

**STEP C** If the grievant is not satisfied with the determination of the agency head or designated representative the grievant or the Union may appeal to the Commissioner of Labor Relations in writing within ten (10) days of the determination of the agency head or designated representative. The Commissioner of Labor Relations shall issue a written reply to the grievant and the Union within fifteen (15) work days.

**STEP D** If the grievant is not satisfied with the determination of the Commissioner of Labor Relations, the Union with the consent of the grievant or, in the case of a non-member grievant, the grievant, may proceed to arbitration pursuant to the procedures otherwise set forth in **STEP IV** of the Grievance Procedure set forth in this Agreement. The Employer shall furnish the names of any new witnesses or newly available documentary evidence to the Union or, in the case of a non-member grievant, the grievant and his or her representative, at least ten (10) days prior to the actual arbitration, if the Employer has such knowledge at that time. The Union or, in the case of a non-member grievant, the grievant, shall furnish the names of their witnesses and any documentary evidence to the Office of Labor Relations at least ten (10) days prior to the actual arbitration, if it has such knowledge at that time.

#### **Section 7. Non-competitive Disciplinary Procedure**

In any case involving a grievance under Section 1(g) of this Article, the following procedure shall govern upon service of written charges of incompetence or misconduct:

**STEP A** Following the service of written charges upon an employee a conference with such employee shall be held with respect to such charges by the person designated by the agency head to review a grievance at **STEP I** of the Grievance Procedure set forth in this agreement. The employee may be represented at such conference by a

representative of the Union or, in the case of a non-member employee, a representative of his or her choosing as provided in Section 3. At the conference the person designated by the agency head to review the charges shall: (1) verbally communicate to the employee any information reasonably necessary for the employee to understand the nature of the charges; (2) furnish to the employee copies of documentary evidence necessary to support the charges; and (3) furnish to the employee the names of potential witnesses except under unusual circumstances. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference.

**STEP B** If the employee is dissatisfied with the determination in **STEP A** above, he or she may appeal such determination. The appeal must be made within five (5) working days of the receipt of such determination. Such appeal shall be treated as a grievance appeal beginning with **STEP II** of the Grievance Procedure set forth herein.

4. *Modifications to current section 2 of Article VI - Grievance Procedure:*

**STEP IV** An appeal from an unsatisfactory determination at **STEP III** may be brought by the Union or, in the case of a non-member employee, the employee, to the Office of Collective Bargaining for impartial arbitration within fifteen (15) days of receipt of the Step III determination. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance". The Employer shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accordance with Title 61 of the Rules of the City of New York. The costs and fees of such arbitration shall be borne equally by the Employer and the Union or, in the case of a non-member employee, the employee.

Sincerely,



RENEE CAMPION  
Commissioner

AGREED ON BEHALF OF  
CIVIL SERVICE BAR ASSOCIATION

BY:   
SAUL FISHMAN

Dated: May 30, 2019



# 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*

June 28, 2018

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

Dear Mr. Nespoli:

1. This is to confirm the parties' mutual understanding concerning the health care agreement for Fiscal Years 2019 – 2021:
  - a. The MLC agrees to generate cumulative healthcare savings of \$1.1 billion over the course of New York City Fiscal Years 2019 through 2021. Said savings shall be generated as follows:
    - i. \$200 million in Fiscal Year 2019;
    - ii. \$300 million in Fiscal Year 2020;
    - iii. \$600 million in Fiscal Year 2021, and
    - iv. For every fiscal year thereafter, the \$600 million per year savings on a citywide basis in healthcare costs shall continue on a recurring basis.
  - b. Savings will be measured against the projected FY 2019-FY 2022 City Financial Plan (adopted on June 15, 2018) which incorporates projected City health care cost increases of 7% in Fiscal Year ("FY") 2019, 6.5% in FY 2020 and 6% in FY 2021. Non-recurring savings may be transferrable within the years FY 2019 through FY 2021 pursuant only to 1(a)(i), 1(a)(ii), 1(a)(iii) above. For example:
    - i. \$205 million in FY 2019 and \$295 million in FY 2020 will qualify for those years' savings targets under 1(a)(i) and 1(a)(ii).
    - ii. \$210 million in FY 2019, \$310 million in FY 2020, and \$580 million in FY 2021 will qualify for those years' savings targets under 1(a)(i), 1(a)(ii), 1(a)(iii).
    - iii. In any event, the \$600 million pursuant to 1(a)(iv) must be recurring and agreed to by the parties within FY 2021, and may not be borrowed from other years.



- c. Savings attributable to CBP programs will continue to be transferred to the City by offsetting the savings amounts documented by Empire Blue Cross and GHI against the equalization payments from the City to the Stabilization Fund for FY 19, FY 20 and FY 21, unless otherwise agreed to by the City and the MLC. In order for this offset to expire, any savings achieved in this manner must be replaced in order to meet the recurring obligation under 1(a)(iv) above.
    - d. The parties agree that any savings within the period of FY 2015 - 2018 over \$3.4 billion arising from the 2014 City/MLC Health Agreement will be counted towards the FY 2019 goal. This is currently estimated at approximately \$131 million but will not be finalized until the full year of FY 2018 data is transmitted and analyzed by the City's and the MLC's actuaries.
    - e. The parties agree that recurring savings over \$1.3 billion for FY 2018 arising under the 2014 City/MLC Health Agreement will be counted toward the goal for Fiscal Years 2019, 2020, 2021 and for purposes of the recurring obligation under 1(a)(iv) above. This is currently estimated at approximately \$40 million but will not be finalized until the full year of FY 2018 data is transmitted and analyzed by the City's and the MLC's actuaries. Once the amount is finalized, that amount shall be applied to Fiscal Years 2019, 2020, 2021 and to the obligation under 1(a)(iv).
2. After the conclusion of Fiscal Year 2021, the parties shall calculate the savings realized during the 3 year period. In the event that the MLC has generated more than \$600 million in recurring healthcare savings, as agreed upon by the City's and the MLC's actuaries, such additional savings shall be utilized as follows:
  - a. The first \$68 million will be used by the City to make a \$100 per member per year increase to welfare funds (actives and retirees) effective July 1, 2021. If a savings amount over \$600 million but less than \$668 million is achieved, the \$100 per member per year (actives and retirees) increase will be prorated.
  - b. Any savings thereafter shall be split equally between the City and the MLC and applied in a manner agreed to by the parties.
3. Beginning January 1, 2019, and continuing unless and until the parties agree otherwise, the parties shall authorize the quarterly provision of the following data to the City's and MLC's actuaries on an ongoing quarterly basis: (1) detailed claim-level health data from Emblem Health and Empire Blue Cross including detailed claim-level data for City employees covered under the GHI-CBP programs (including Senior Care and Behavioral Health information); and (2) utilization data under the HIP-HMO plan. Such data shall be provided within 60 days of the end of each quarterly period. The HIP-HMO utilization data will also be provided to the City's and MLC's actuaries within 60 days of the execution of this letter agreement for City Fiscal Year 2018 as baseline information to assess ongoing savings. The HIP-HMO data shall include: (i) utilization by procedure for site of service benefit changes; (ii) utilization by disease state, by procedure (for purposes of assessing Centers of Excellence); and (iii) member engagement data for the Wellness program, including stratifying members by three tranches (level I, II and III). The data shall include baseline data as well as data regarding the assumptions utilized in determining expected savings for comparison. The data described in this paragraph shall be provided pursuant to a data sharing agreement entered into by the City and MLC, akin to prior data agreements, which shall provide for the protection of member privacy and related concerns, shall cover all periods addressed by this Agreement (i.e., through June 30, 2021 and thereafter), and shall be executed within thirty days of the execution of this letter agreement.

4. The parties agree that the Welfare Funds will receive two \$100 per member one-time lump-sum payments (actives and retirees) funded by the Joint Stabilization Fund payable effective July 1, 2018 and July 1, 2019.
5. The parties recognize that despite extraordinary savings to health costs accomplished in the last round of negotiations through their efforts and the innovation of the MLC, and the further savings which shall be implemented as a result of this agreement, that the longer term sustainability of health care for workers and their families, requires further study, savings and efficiencies in the method of health care delivery. To that end, the parties will within 90 days establish a Tripartite Health Insurance Policy Committee of MLC and City members, chaired by one member each appointed by the MLC and the City, and Martin F. Scheinman, Esq. The Committee shall study the issues using appropriate data and recommend for implementation as soon as practicable during the term of this Agreement but no later than June 30, 2020, modifications to the way in which health care is currently provided or funded. Among the topics the Committee shall discuss:
  - a. Self-insurance and/or minimum premium arrangements for the HIP HMO plan.
  - b. Medicare Advantage- adoption of a Medicare Advantage benchmark plan for retirees
  - c. Consolidated Drug Purchasing- welfare funds, PICA and health plan prescription costs pooling their buying power and resources to purchase prescription drugs.
  - d. Comparability- investigation of other unionized settings regarding their methodology for delivering health benefits including the prospect of coordination/cooperation to increase purchasing power and to decrease administrative expenses.
  - e. Audits and Coordination of Benefits- audit insurers for claims and financial accuracy, coordination of benefits, pre-65 disabled Medicare utilization, End Stage Renal Disease, PICA, and Payroll Audit of Part Time Employees.
  - f. Other areas- Centers of Excellence for specific conditions; Hospital and provider tiering; Precertification Fees; Amendment of Medicare Part B reimbursement; Reduction of cost for Pre-Medicare retirees who have access to other coverage; Changes to the Senior Care rate; Changes to the equalization formula.
  - g. Potential RFPs for all medical and hospital benefits.
  - h. Status of the Stabilization Fund.

The Committee will make recommendations to be considered by the MLC and the City.

6. The joint committee shall be known as the Tripartite Health Insurance Policy Committee (THIPC) and shall be independent of the existing "Technical Committee." The "Technical Committee" will continue its work and will work in conjunction with the THIPC as designated above to address areas of health benefit changes. The Technical Committee will continue to be supported by separate actuaries for the City and the MLC. The City and the MLC will each be responsible for the costs of its actuary.
7. In the event of any dispute under sections 1-4 of 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 Martin Scheinman for resolution consistent with the dispute resolution terms of the 2014 City/MLC Health Agreement:
  - a. Such dispute shall be resolved within 90 days.

- b. The arbitrator shall have the authority to impose interim relief that is consistent with the parties' intent.
- c. The arbitrator shall have the authority to meet with the parties as such times as is appropriate to enforce the terms of this agreement.
- d. The parties shall share the costs for the arbitrator (including Committee meetings).

If the above conforms to your understanding, please countersign below.

Sincerely,



Robert W. Linn

Agreed and Accepted on behalf of the Municipal Labor Committee

BX:



Harry Nespoli, Chair



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