2017-2021
Local Union 1969, Civil Service Employees
District Council 9, I.U.P.A.T
Painter and Supervisor Painter
Memorandum of Agreement

1. Term
   November 25, 2017 – June 24, 2021
   3 years and 7 months (43 months)

2. General Wage Increases

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>General Wage Increases</th>
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</thead>
<tbody>
<tr>
<td>a. November 25, 2017</td>
<td>2.00%</td>
</tr>
<tr>
<td>b. November 25, 2018</td>
<td>2.50% compounded</td>
</tr>
<tr>
<td>c. December 25, 2019</td>
<td>3.00% compounded</td>
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3. Annuity

   Effective September 25, 2019, the annuity contribution shall be increased by $1.25 per
day to $4.81 per day per employee, for each day actually worked to be paid consistent
with the annuity fund language in the May 3, 2008 to November 24, 2017 Consent

4. Conditions of Payment

   The general wage increases pursuant to Section 2 of this MOA shall be payable as soon
as practicable upon the ratification of this MOA.

5. Prohibition of Further Economic Demands

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

6. 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 are deemed to be part of this MOA.
7. NYCHA Alternative Work Schedules

a. The New York City Housing Authority shall have the right to establish a pilot program with the following alternative work schedules ("AWS") for Painter and Supervisor Painter:

Approximately 25% of Painters shall be assigned to work a shift from 8:00 a.m. to 5:15 p.m. four days a week, with every other Saturday included in the regular 35-hour workweek.

Scheduled Days:
Week 1: Monday, Tuesday, Friday, Saturday
Week 2: Monday, Wednesday, Thursday, Friday

Or

Week 1: Monday, Wednesday, Thursday, Friday
Week 2: Monday, Tuesday, Friday, Saturday

b. Assignment of employees to AWS shall include the opportunity for employees (Painter and Supervisor Painter) to pick an AWS by seniority, pursuant to the following procedure:

i. Employees will be placed on the AWS in seniority order, based on employee preference.

ii. In the event there are not sufficient employees to staff each shift, NYCHA will mandate incumbent Painters and Supervisor Painters in reverse seniority order. For these purposes, an employee promoted into a title after the date of execution of this MOU shall be considered a new hire.

iii. Where operationally necessary, NYCHA shall exclude certain positions from the pick, but prior to the pick that includes the AWS, NYCHA shall allow such employees to participate in the pick and make selections to transfer out of an excluded position, based on seniority, into an assignment subject to the pick to the extent operationally feasible.

c. The following terms shall apply to employees on alternative work schedules:

i. Employees shall work 8 hours and 45 minutes per day, four days per week, compensated at the regular hourly rate of pay. This includes work performed on a Saturday. There is no change to the duration of meal
periods. Hours actually worked in excess of the regularly scheduled 8 hour and 45-minute tour and overtime after thirty-five (35) hours shall be compensated at a rate of one and one-half (1.5x) the regular hourly rate. All time during which an employee is in full pay status, except hours worked after an 8 hour and 45-minute shift and paid for as premium overtime, are to be counted towards computing the thirty-five hours worked in the week for the purpose of earning overtime after thirty-five hours worked. The union shall execute a waiver of any claim to premium overtime pay for hours between 7 and 8:45 per day that may occur during a status quo period following the expiration of this agreement but prior to any subsequent agreement or Comptroller determination.

ii. It is further agreed that for purposes of annuity fund contributions for represented employees, NYCHA will continue to regard a (35) hours work week, which is consolidated into a 4-day work week, as set forth above, as five (5) working days. Employees working a 4-day work week will receive credit for five (5) days of annuity fund contributions in accordance with the applicable annuity fund provision contained in the May 3, 2008 to November 24, 2017 Consent Determination dated July 7, 2016, as amended by Section 3 of this MOA.

iii. Employees shall continue to accrue the same leave, in hours and minutes, as employees working traditional schedules. The employee must charge leave for the number of hours scheduled to work on the day the leave is taken.

iv. Holidays

1. For employees whose regular work day is scheduled for a holiday and the employee does not report to work on the holiday, NYCHA shall deduct one hour and forty-five minutes of leave from the employees annual leave balance in order for the employee to receive a full paycheck for that day. To the extent the employee works on that holiday, in addition to the above, they will be compensated pursuant to regular holiday payment rules in addition to their regular paycheck.

2. If a holiday falls on an employee’s regular day off, such employee shall have 7 hours of leave credited to his or her leave balance. To the extent the employee works on that holiday, they will be compensated pursuant to regular holiday payment rules in addition to their credited leave.
v. The pilot program will commence as soon as operationally practicable upon the ratification of this MOA and will initially run for a period of at least one year defined to be twelve months after the program is fully implemented and approximately 25% of the painters are assigned to the alternative work schedule. The parties agree to make best efforts to review the pilot program prior to its expiration to discuss and make any changes they mutually agree are necessary. At the conclusion of the initial one-year period, either party may terminate the pilot program and revert to the prior scheduling practice without further bargaining, upon thirty days' written notice. Absent written termination notice from the Union, NYCHA may extend the program beyond one year.

8. Continuation of Terms

The terms of the predecessor Consent Determination shall be continued for employees on traditional work schedules and alternative work schedules except as modified pursuant to this MOA.

9. 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.

10. Approval of Agreement

This Agreement is subject to union ratification.

FOR THE CITY OF NEW YORK

BY: 

RENEE CAMPION
Commissioner of Labor Relations

Date: 10-7-2021

FOR LOCAL 1969,
CIVIL SERVICE EMPLOYEES, I.U.P.A.T

BY: 

Joseph Azopardi
Business Manager/Secretary Treasurer
District Council 9, I.U.P.A.T
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,

[Signature]

Robert W. Linn
Commissioner

Agreed and Accepted on behalf of the Municipal Labor Committee

BY: [Signature]

Harry Nespoli, Chair
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 (active 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 (active 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.

2
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 RPPs 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,

[Signature]

Robert W. Linn

Agreed and Accepted on behalf of the Municipal Labor Committee

[Signature]

Harry Nespoli, Chair