

**MEMORANDUM OF AGREEMENT**  
**COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1180 AND**  
**THE CITY OF NEW YORK**

**MEMORANDUM OF AGREEMENT** entered into this 4th day of February, 2019 by and between the undersigned Communications Workers of America, Local 1180 (the "Union") and the City of New York (the "City").

**WHEREAS**, the Parties entered into a memorandum of agreement dated May 2, 2017, regarding the Administrative Manager (Non-Managerial) title; and

**WHEREAS**, the Parties have been working together to effectuate that agreement in a Court settlement of a lawsuit brought by the Union and certain named plaintiffs; and

**WHEREAS**, the Parties have agreed to certain modifications to the May 2, 2017 Agreement in order to provide funding for back pay in settlement of such litigation; and

**WHEREAS**, the parties intend that this Memorandum of Agreement modify and replace the May 2, 2017 Agreement;

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

1. **Establishment of Pay Levels Based on Assignment**

- a. The parties will establish three pay levels, based on assigned duties, for the Administrative Manager (NM) title, consistent with the descriptions attached as Appendix "A" of this MOA.
- b. There shall be no automatic advancement to a higher level.
- c. Incumbent employees in the Administrative Manager (NM) title will be placed in the appropriate level by their employing agency according to their assigned duties and responsibilities. The parties shall establish a committee composed of an equal number of City and Union representatives to review any level placement appeal. If the parties are unable to agree on the appropriate level placement for any Administrative Manager (NM) who appeals their initial placement, the Union may elect to bring the dispute directly to the Office of Collective Bargaining for expedited impartial arbitration. The parties shall mutually agree upon an arbitrator to hear such disputes, and the rules set forth in Article VI, Section 15(c)(ii) of the parties' collective bargaining agreement shall govern the conduct of hearings.

2. Salary Schedule

Effective 10/6/18, the salary schedule attached to this MOA as Appendix "B" shall apply. The parties further agree that the examples attached as Appendix "C" to this agreement illustrate the appropriate operation of the salary schedule.

3. Promotion/Advancement Increase

- a. An employee who promotes into the Administrative Manager (NM) title shall receive either the 0 years-of-service incumbent minimum for their assignment level or 8% above their current total compensation (including additions-to-gross). The Union's additional compensation fund shall be charged for the cost of this promotion increase.
- b. An employee who advances from Administrative manager (NM) level I to level II shall receive either the 0 years-of-service incumbent minimum for level II or their current total compensation (including additions-to-gross) plus \$1,500, whichever is greater. An employee who advances from level II to level III shall receive either the 0 years-of-service incumbent minimum for level III or their current total compensation (including additions-to-gross) plus \$2,000, whichever is greater.

The maximum salary for each level shall not serve as a bar to a higher salary an employee is due pursuant to this section 3.

4. Training Fund

A training fund contribution of \$100 per annum shall be made to the Communications Workers of America, Local 1180 Education Trust Fund on behalf of each full-time per annum employee in the title of Administrative Manager (NM), subject to the terms and conditions contained in Article III, Section 12 of the parties' Collective Bargaining Agreement.

5. Legal Fees

The City will pay appropriate legal fees, based on actual billing, incurred by the Union in pursuit of the claims filed at the Equal Employment Opportunity Commission, in the amount of \$300,000.

6. Information Sharing

The city will transmit to the Union, on an annual basis, the following information for all new hires and transfers into those positions, whose names shall be replaced with a unique alpha-numeric identifier: race, gender, salary on start date, current salary, city start date,

title start date, and current job title, in each assignment level of the Administrative Manager (NM) title.

7. Labor Management Committees

The parties will establish a committee consisting of members from the Union, OLR, and the Department of Citywide Administrative Services ("DCAS") to discuss the following issues:

- Ways of safeguarding fair and equitable practices in recruitment, retention, pay practices and promotional opportunities, particularly opportunities for promotion into the Administrative Manager title and advancement to higher levels and assignments in the title.
- Communication regarding what types of training and education will allow employees to move up the career ladder, and ways to increase opportunities for such training and education. In addition to training provided by DCAS and the City, the parties will discuss outside educational programs, including those provided by the CUNY Murphy Institute.
- Civil service issues, including the frequency of promotional and open competitive exams for the Administrative Manager title.
- Incorporation of the pay levels into a civil service class specification issued by DCAS.
- Pathways for employees to advance to higher levels within the Administrative Manager (NM) title.
- A posting system for job opportunities within agencies.
- A system to determine qualification for assignment to higher levels based on performance, experience, acquiring skills, awards, and educational attainment.

8. Litigation Settlement

All provisions of this memorandum of agreement are subject to court approval of the settlement in Local 1180, et al. v. City of New York, et al., 17 Civ. 3048 (LGS) (SDA) before the United States District Court for the Southern District of New York. The provisions of this agreement shall not be implemented until such court approval. Any monies due pursuant to this agreement will be paid as soon as practicable following such court approval and in accordance with the terms of the Stipulation of Settlement in that matter.

FOR THE CITY OF NEW YORK

BY:

  
ROBERT W. LINN  
Commissioner of Labor Relations

FOR COMMUNICATIONS WORKERS  
OF AMERICA, LOCAL 1180

BY:

  
GLORIA MIDDLETON  
President, CWA Local 1180

FOR COMMUNICATIONS WORKERS  
OF AMERICA

BY:

  
Dennis Trainor  
Vice President, CWA District 1