



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

CHRIS BERNER
Chief of Staff

GEORGETTE GESTELY
Director, Employee Benefits Program

April 29, 2015

Michael Mulgrew, President
United Federation of Teachers
52 Broadway
New York, N.Y. 10004

RE: 2007-2018 Hearing Officer (Per Session) Agreement

Dear Mr. Mulgrew:

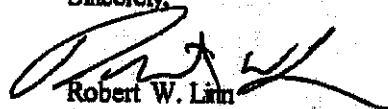
This letter confirms certain mutual understandings and agreements regarding the above captioned Agreement:

The parties intend by this 2007-2018 Hearing Officer (Per Session) Agreement (attached hereto) to cover all economic and non-economic matters for the term September 25, 2007 to November 30, 2018. The final agreement is subject to ratification by the bargaining unit members and approval as to form by the NYC Corporation Counsel.

The parties jointly agree to execute the attached agreement upon its ratification by the members of the bargaining unit and approval by the NYC Corporation Counsel as to form.

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

Sincerely,


Robert W. Linn

Agreed and Accepted By:



Michael Mulgrew
President
United Federation of Teachers

DATED: 4/30, 2015



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GEORGETTE GESTELY
Director, Employee Benefits Program

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES

FROM: ROBERT W. LINN, COMMISSIONER

SUBJECT: EXECUTED CONTRACT: HEARING OFFICERS (PER SESSION)

TERM: SEPTEMBER 25, 2007 TO NOVEMBER 30, 2018

Attached is a copy of the executed contract entered into by the Commissioner of Labor Relations on behalf of the City of New York, and the United Federation of Teachers, Local 2, American Federation of Teachers, AFL-CIO on behalf of the incumbents of positions listed in Article I of said contract.

The contract incorporates terms of an agreement reached through collective bargaining negotiations and related procedures.

DATED:

2007 - 2018

Hearing Officer (Per Session) Agreement

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ARTICLE II - DUES CHECKOFF

Section 1.

- a. The Union shall have the exclusive right to the checkoff and transmittal of dues on behalf of each Employee in accordance with the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "Regulations Relating to the Checkoff of Union Dues" and in accordance with the Mayor's Executive Order No. 107, dated December 29, 1986, entitled "Procedures for Orderly Payroll Check-Off of Union Dues and Agency Shop Fees."
- b. Any Employee may consent in writing to the authorization of the deduction of dues from the Employee's wages and to the designation of the Union as the recipient thereof. Such consent, if given, shall be in a proper form acceptable to the City, which bears the signature of the Employee.

Section 2.

The Parties agree to an agency shop to the extent permitted by applicable law, as described in a supplemental agreement hereby incorporated by reference into this Agreement.

ARTICLE III - HOURLY RATE

Section 1.

Employees shall be subject to the following specified flat hourly rates. The rates listed below fully and completely satisfy the parties' obligations pursuant to Section 3(J) of the agreement between the City of New York, the UFT, and the New York City Board of Education, dated May 1, 2014.

Effective September 25, 2007		Effective May 1, 2013		Effective May 1, 2014		Effective September 1, 2014	
Hiring Rate	Incumbent Rate	Hiring Rate	Incumbent Rate	Hiring Rate	Incumbent Rate	Hiring Rate	Incumbent Rate
\$36.60	\$39.47	\$36.97	\$39.86	\$37.34	\$40.26	\$42.57	\$45.90

Effective May 1, 2015		Effective October 1, 2015		Effective May 1, 2016		Effective May 1, 2017	
Hiring Rate	Incumbent Rate	Hiring Rate	Incumbent Rate	Hiring Rate	Incumbent Rate	Hiring Rate	Incumbent Rate
\$43.86	\$47.29	\$43.96	\$47.39	\$45.49	\$49.04	\$47.56	\$51.27

Effective May 1, 2018		Effective June 16, 2018	
Hiring Rate	Incumbent Rate	Hiring Rate	Incumbent Rate
\$48.49	\$52.28	\$49.94	\$53.85

Section 2. New Hires.

1. A Hearing Officer (Per Session) who has been paid at the "Incumbent Rate" as of the date of the ratification of this Agreement shall continue to be paid at the applicable "Incumbent Rate" as set forth in Section 1.
2. A Hearing Officer (Per Session) who has been paid at the "Hiring Rate" shall continue to be paid at the applicable "Hiring Rate" as set forth in Section 1 until his/her two year anniversary of City employment at which time he/she shall be paid at the applicable "Incumbent Rate" as set forth in Section 1.
3. Any individual first employed as a Hearing Officer (Per Session) after the date of the ratification of this Agreement shall be paid at the applicable "Hiring Rate" as set forth in Section 1 until his/her two year anniversary of City employment at which time he/she shall be paid at the applicable "Incumbent Rate" as set forth in Section 1.

ARTICLE IV - PRODUCTIVITY AND PERFORMANCE

The Parties acknowledge their mutual rights and obligations under the New York City Collective Bargaining Law including the Employer's right to determine the standards of services to be offered by its agencies; determine the standards of selection for employment; direct its Employees; take disciplinary action; relieve its Employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

At the request of the Union, the Commissioner or his/her designee shall meet at reasonable intervals to discuss issues related to productivity and performance.

ARTICLE V - GRIEVANCE PROCEDURE

Section 1. - Definition:

The term "Grievance" shall mean:

- a. A dispute concerning the application or interpretation of the terms of this Agreement;
- b. A claimed violation, misinterpretation or misapplication of the written rules or written regulations, existing written policy or written orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving the Personnel Rules and Regulations of the City of New York shall not be subject to the grievance procedure or arbitration;
- c. A claimed assignment of Employees to duties substantially different from those stated in their job specifications.

Section 2.

The Grievance Procedure shall be as follows:

Employees may at any time informally discuss with their supervisors a matter which may become a grievance. If the results of such a discussion are unsatisfactory, the Employee may present the grievance at **Step I**.

All grievances must be presented in writing at all steps in the grievance procedure.

STEP I The Employee and/or the Union shall present the grievance in the form of a memorandum to the person designated for such purpose by the agency head no later than 120 days after the date on which the grievance arose. The Employee may also request an appointment to discuss the grievance. The person designated by the Employer to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall issue a determination in writing by the end of the third work day following the date of submission.

STEP II An appeal from an unsatisfactory determination at **STEP I**, where applicable, shall be presented in writing to the agency head or the agency head's designated representative who shall not be the same person designated in **STEP I**. The appeal must be made within ten (10) work days of the receipt of the **STEP I** determination. The agency head or designated representative, if any, shall meet with the Employee and/or the Union for review of the grievance and shall issue a determination in writing by the end of the tenth work day following the date on which the appeal was filed.

STEP III An appeal from an unsatisfactory determination at **STEP II** shall be presented by the Employee and/or the Union to the Commissioner of Labor Relations in writing within ten (10) work days of the receipt of the **STEP II** determination. The grievant or the Union should submit copies of the **STEP I** and **STEP II**

grievance filings and any agency responses thereto. Copies of such appeal shall be sent to the agency head. The Commissioner of Labor Relations or the Commissioner's designee shall review all appeals from **STEP II** determinations and shall issue a determination on such appeals within fifteen (15) work days following the date on which the appeal was filed.

STEP IV An appeal from an unsatisfactory determination at **STEP III** may be brought solely by the Union to the Office of Collective Bargaining for impartial arbitration within fifteen (15) work 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 Section 1-06 of Title 61 of the Rules of the City Of New York. The costs and fees of such arbitration shall be borne equally by the Union and the Employer.

The assigned arbitrator shall hold a hearing at a time and place convenient to the Parties and shall issue an award within thirty (30) days after the completion of the hearing.

The arbitrator's decision, order or award (if any) shall be limited to the application and interpretation of the Agreement, and the arbitrator shall not add to, subtract from or modify the Agreement or any rule, regulation, written policy or order mentioned in Section 1 of this Article. The arbitrator's award shall be final and binding and enforceable in any appropriate tribunal in accordance with Article 75 of the Civil Practice Law and Rules. The arbitrator may provide for and direct such relief as the arbitrator deems necessary and proper, subject to the limitations set forth above and any applicable limitations of law.

Section 3.

The Parties agree that the Agency has the discretion to schedule Hearing Officers (Per Session) based on the needs of the Agency.

Because the Parties share a mutual interest in promoting the adjudicative independence of Hearing Officers (Per Session), they agree as follows: The Union and/or an Employee may file an appeal under this Section when an individual Hearing Officer (Per Session) believes that s/he has experienced a denial of hours that substantially deviates from prior scheduling decisions for one of the following reasons:

- a) In retaliation for issuing decisions that were adverse to the City or any agency, or
- b) In retaliation for a refusal to violate a law, regulation, rule, and/or code in the performance or scope of his/her duties.

Such appeals are subject to the following procedure:

Step I The Employee and/or the Union shall present the appeal in the form of a memorandum to the Managing Attorney of the site where the Employee is

assigned, or the Managing Attorney's designee, not more than thirty (30) days after the date on which the Employee became aware or should have become aware of the denial of hours that substantially deviates from prior scheduling decisions. The Employee may also request and shall be permitted to have an appointment to discuss the appeal. The Managing Attorney or his/her designee shall take any steps necessary to a proper disposition of the appeal and shall issue a determination in writing by the end of the third day following the date of submission. The failure to issue a determination in writing shall be deemed a denial of the grievance.

Step II

An appeal from an unsatisfactory determination at **STEP I** shall be presented in writing by the Employee or the Union to the OATH Commissioner or the Commissioner's designee, who shall not be the person designated at **STEP I**. The appeal must be made within ten (10) working days of the receipt of the **STEP I** determination. The OATH Commissioner or the Commissioner's designee shall meet with the Employee and/or Union for review of the appeal and, in any event, shall issue a determination in writing by the end of the tenth work day following the date on which the appeal was filed. The failure to issue a determination in writing shall be deemed a denial of the appeal.

Step III

An appeal from an unsatisfactory determination at **STEP II** may be brought solely by the Union to the Office of Collective Bargaining for impartial arbitration within (15) days of receipt of the **STEP II** determination. A copy of the notice requesting impartial arbitration shall be forwarded to the Employer. The cost and fees of such arbitration shall be borne equally by the Union and the Employer.

The assigned arbitrator shall hold a hearing at a time and date convenient to the Parties and shall issue an award within thirty (30) days after the completion of the hearing.

The arbitrator's decision, order or award (if any) shall be limited to the application and interpretation of this Article, and the arbitrator shall not add to, subtract from or modify the Agreement or any rule, regulation, written policy or order mentioned in Section I of this Article. The arbitrator's award shall be based on a preponderance of the evidence. The arbitrator shall decide whether the Employer denied the Hearing Officer (Per Session) hours because of the reasons listed above. The arbitrator's award shall be final and binding and enforceable in any appropriate tribunal in accordance with Article 75 of the Civil Practice Law and Rules.

Any remedy ordered pursuant to this appeal procedure shall be prospective in nature, and limited to offering hours equal to the number of hours found to have been improperly denied for the reasons listed above. No Hearing Officer (Per Session) shall receive monetary compensation for hours not worked. There shall not be any retroactive remedy, nor any award of retroactive pay or back pay.

Arbitration proceedings pursuant to this Section shall be governed by the Rules of the Office of Collective Bargaining (Rules of the City of New York, Title 61, Chapter 1) § 1.06, with the following modifications:

- The arbitrator shall be chosen from a panel list established by mutual agreement of the Parties selected from the panel register maintained pursuant to the Rules of the Office of Collective Bargaining § 1.09(b)(1)(iii). The arbitrator in each case will be appointed from the panel list using the selection method set forth in the Rules of the Office of Collective Bargaining § 1.06(e).
- Fees and expenses related to the arbitration shall be governed by Rules of the Office of Collective Bargaining § 1.09(c) to the extent applicable.
- Hearings are limited to one day per appeal.
- The Parties will exchange all documents and evidence that they each intend to introduce at the hearing to the extent available, no later than one calendar week before the scheduled hearing date.

Section 4.

As a condition to the right of the Union to invoke impartial arbitration set forth in this Article, the Employee or Employees and 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 the Union to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

Section 5.

A grievance concerning a large number of Employees and which concerns a claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this Agreement may be filed directly at **STEP III** of the grievance procedure. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance. Such "group" grievance must be filed no later than 120 days after the date on which the grievance arose, and all other procedural limits, including time limits, set forth in this Article shall apply.

Section 6.

If a determination satisfactory to the Union at any level of the Grievance Procedure is not implemented within a reasonable time, the Union may re-institute the original grievance at **STEP III** of the Grievance Procedure; or if a satisfactory **STEP III** determination has not been so implemented, the Union may institute a grievance concerning such failure to implement at **STEP IV** of the Grievance Procedure.

Section 7.

If the Employer exceeds any time limit prescribed at any step in the Grievance Procedure, the grievant and/or the Union may invoke the next step of the procedure, except however, that only the Union may invoke impartial arbitration under **STEP IV**.

Section 8.

The Employer shall notify the Union in writing of all grievances filed by Employees, all grievance hearings, and all determinations. The Union shall have the right to have a representative present at any grievance hearing and shall be given forty-eight (48) hours' notice of all grievance hearings.

Section 9.

Each of the steps in the Grievance Procedure, as well as time limits prescribed at each step of this Grievance Procedure, may be waived by mutual agreement of the Parties.

Section 10.

The grievance and the arbitration procedures contained in this Agreement shall be the exclusive remedy for the resolution of disputes defined as "grievances" herein. This shall not be interpreted to preclude either party from enforcing and/or vacating the arbitrator's award in court. This Section shall not be construed in any manner to limit the statutory rights and obligations of the Employer under Article XIV of the Civil Service Law.

ARTICLE VI - BULLETIN BOARDS: EMPLOYER FACILITIES

The Union may post notices on bulletin boards in places and locations where notices usually are posted by the Employer for the Employees to read. All notices shall be on Union stationery, and shall be used only to notify Employees of matters pertaining to Union affairs. Upon request to the responsible official in charge of a work location, the Union may use Employer premises for meetings during Employees' lunch hours, subject to availability of appropriate space and provided such meetings do not interfere with the Employer's business.

ARTICLE VII - NO STRIKES

In accordance with the New York City Collective Bargaining Law, as amended, neither the Union nor any Employee shall induce or engage in any strikes, slowdowns, work stoppages, mass absenteeism, or induce any mass resignations during the term of this Agreement.

ARTICLE VIII - EXCLUSION FROM CITYWIDE AGREEMENT

The title under this Agreement, having been classified under City Personnel Rule X, is excluded from coverage of the provisions of the Citywide Agreement.

ARTICLE IX - UNION ACTIVITY

Time spent by Employee representatives in the conduct of labor relations with the City and on Union activities shall be governed by the terms of Executive Order No. 75, as amended, dated March 22, 1973, entitled "Time Spent on the Conduct of Labor Relations between the City and Its Employees and on Union Activity" or any successor thereto.

ARTICLE X - LABOR-MANAGEMENT COMMITTEE

Section 1.

The Employer and the Union, having recognized that cooperation between management and Employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a labor-management committee in each of the agencies having at least one hundred (100) Employees covered by this Agreement.

Section 2.

Each labor-management committee shall consider and recommend to the agency head changes in the working conditions of the Employees within the agency who are covered by this Agreement. Matters subject to the Grievance Procedure shall not be appropriate items for consideration by the labor-management committee.

Section 3.

Each labor-management committee shall consist of six members who shall serve for the term of this Agreement. The Union shall designate three members and the agency head shall designate three members. Vacancies shall be filled by the appointing party for the balance of the term to be served. Each member may designate one alternate. Each committee shall select a chairperson from among its members at each meeting. The chairpersonship of each committee shall alternate between the members designated by the agency head and the members designated by the Union. A quorum shall consist of a majority of the total membership of a committee. A committee shall make its recommendations to the agency head in writing.

Section 4.

The labor-management committee shall meet at the call of either the Union members or the Employer members at times mutually agreeable to both Parties. At least one week in advance of a meeting the party calling the meeting shall provide, to the other party, a written agenda of matters to be discussed. Minutes shall be kept and copies supplied to all members of the committee.

ARTICLE XI - FINANCIAL EMERGENCY ACT

The provisions of this Agreement are subject to applicable provisions of law, including the New York State Financial Emergency Act for the City of New York as amended.

ARTICLE XII - APPENDICES

The Appendix or Appendices, if any, attached hereto and initialed by the undersigned shall be deemed a part of this Agreement as if fully set forth herein.

ARTICLE XIII - SAVINGS CLAUSE

In the event that any provision of this Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

ARTICLE XIV - APPLICABILITY

The provisions of this Agreement are expressly made subject to and governed by all applicable existing and future laws and regulations and amendments thereto which are deemed applicable to this Agreement.

ARTICLE XV - WORKING CONDITIONS

The impact of physical working conditions as it affects professional performance shall be referred to the Labor-Management Committee provided in Article X of this Agreement. To the extent practicable, advance notice of major changes in physical working conditions affecting a substantial number of Employees shall be given to the Union.

ARTICLE XVI - PERSONNEL FOLDERS

An Employee shall be permitted to view the Employee's personnel folder up to three times a year. The viewing shall be in the presence of a designee of the Employer and held at such time and place as mutually convenient for the Employee and the Employer.

The Employee shall have the right to answer in writing any material relating to the Employee's work performance or conduct and the answer shall be attached to the file copy.

WHEREFORE, we have hereunto set our hands and seals this day of 4/30, 2015.

FOR THE CITY OF NEW YORK:

FOR UNITED FEDERATION OF TEACHERS:

BY


ROBERT W. LINN
Commissioner of Labor Relations

BY


MICHAEL MULGREW
President

APPROVED AS TO FORM:

BY


GEORGE PESTANA
Acting Corporation Counsel

DATE SUBMITTED TO THE FINANCIAL CONTROL BOARD: _____
2015

UNIT: Hearing Officer (Per Session)

TERM: September 25, 2007 – November 30, 2018



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GEORGETTE GESTELY
Director, Employee Benefits Program

April 29, 2015

Michael Mulgrew
President
United Federation of Teachers
52 Broadway – 14th Floor
New York, NY 10004

RE: 2007-2018 Hearing Officer (Per Session) Agreement

Dear Mr. Mulgrew:

Effective September 1, 2014, the bargaining unit shall have available funds in the amount of \$1,698,236.00 in rate to purchase recurring benefits, mutually agreed to by the Parties.

The above amount of funds available is inclusive of spinoffs and pensions. The Parties agree that this obligation is fully satisfied by the additional increase in the hourly rate of pay effective September 1, 2014, in Article III, Section 1 of the parties' collective bargaining agreement.

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

Very truly yours,

Robert W. Linn

Agreed and Accepted By:

Michael Mulgrew
President
United Federation of Teachers

Date



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April 29, 2015

Michael Mulgrew, President
United Federation of Teachers
52 Broadway
New York, N.Y. 10004

RE: 2007-2018 Hearing Officer (Per Session) Agreement

Dear Mr. Mulgrew:

This letter confirms certain mutual understandings and agreements regarding the above captioned Agreement:

Annual Limit on Hours Worked

Effective July 3, 2011, pursuant to Executive Order 148, the administrative tribunals established by the Board of Health pursuant to Section 558 of the City Charter, and by the Taxi and Limousine Commission pursuant to Section 2303 of the City Charter, together with all matters pending before them, were functionally transferred to OATH.

Per the understanding of the Parties at the time of the functional transfer, Hearing Officers (Per Session) who were employed at more than one administrative tribunal prior to July 3, 2011, and continue to be assigned to more than one administrative tribunal at OATH, shall continue to be subject to an annual 1000 hour cap for each tribunal assigned. The list of Covered Employees who continue to be employed as Hearing Officers (Per Session) is attached hereto as Attachment A. In the event that the administrative tribunals consolidate, the Covered Employees who continue to be employed as Hearing Officers (Per Session) shall be subject to an annual 2000 hour cap.

All other Hearing Officers (Per Session) at OATH will be subject to a total annual cap of 1000 hours of work regardless of what types of cases they are assigned.

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

Sincerely,

Robert W. Linn

Agreed and Accepted By:

Michael Mulgrew

President

United Federation of Teachers

DATED: _____, 2015



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April 29, 2015

Michael Mulgrew, President
United Federation of Teachers
52 Broadway
New York, N.Y. 10004

RE: 2007-2018 Hearing Officer (Per Session) Agreement

Dear Mr. Mulgrew:

This letter confirms certain mutual understandings and agreements regarding the above captioned Agreement:

Professional Development

Hearing Officers (Per Session) shall continue to have access to Continuing Legal Education ("CLE") conducted by City agencies on the same basis as full time attorneys employed by OATH. Hearing Officers (Per Session) shall not receive compensation to attend any CLE program except for CLE that is provided as part of mandatory training by OATH. Nothing in this provision shall limit the City's right to make any changes to City-conducted CLE programs including the right to eliminate any or all such programs.

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

Sincerely,

Robert W. Linn

Agreed and Accepted By:

Michael Mulgrew
President
United Federation of Teachers

DATED: _____, 2015



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52 Broadway
New York, N.Y. 10004

RE: 2007-2018 Hearing Officer (Per Session) Agreement

Dear Mr. Mulgrew:

This letter confirms certain mutual understandings and agreements regarding the above captioned Agreement:

Blood donation

Employees who donate blood through the New York City Employee Blood Program during hours they are scheduled to work will be paid for actual time used to donate blood, including travel time, up to a maximum of three hours. Employees must notify their manager in advance of the date of their participation in the New York City Employee Blood Program and provide a copy of the receipt from the donation site following their donation.

Any other type of blood donation will not be eligible for payment for time used.

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

Sincerely,

Robert W. Linn

Agreed and Accepted By:

Michael Mulgrew
President
United Federation of Teachers

DATED: _____, 2015



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April 29, 2015

Michael Mulgrew, President
United Federation of Teachers
52 Broadway
New York, N.Y. 10004

RE: 2007-2018 Hearing Officer (Per Session) Agreement

Dear Mr. Mulgrew:

This letter confirms certain mutual understandings and agreements regarding the above captioned Agreement:

Jury Duty

Hearing Officers (Per Session) will be paid for time spent in actual jury duty service during scheduled hours of work in the same manner as provided in Section VIII (D) of the OATH Employee Manual for Full and Part Time Staff Covered by the Career and Salary Plan, except that Hearing Officers (Per Session) who have been issued a summons for jury duty service prior to being scheduled for hours in the period covered by the summons will not be paid for jury duty service for work hours that the Employee requested after the summons was issued.

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

Sincerely,

Robert W. Linn

Agreed and Accepted By:

Michael Mulgrew
President
United Federation of Teachers

DATED: _____, 2015



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April 29, 2015

Michael Mulgrew, President
United Federation of Teachers
52 Broadway
New York, N.Y. 10004

RE: 2007-2018 Hearing Officer (Per Session) Agreement

Dear Mr. Mulgrew:

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

The Parties acknowledge their shared mutual interest in promoting the adjudicative independence of Hearing Officers (Per Session) in OATH. The procedure set forth in Article V, Section 3 (Scheduling disputes) is established in furtherance of that interest.

This letter expresses the understanding between the Parties that by agreeing to the establishment of this procedure, the City is not recognizing individual due process rights for Hearing Officers (Per Session) under civil service law and does not waive any argument or defense to any future claim of due process rights for Employees in the title of Hearing Officer (Per Session). The Parties agree that the fact of this procedure or the circumstances surrounding its establishment will not be cited as evidence that Employees in the Hearing Officers (Per Session) title are entitled to due process.

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

Sincerely,

Robert W. Linn

Agreed and Accepted By:

Michael Mulgrew
President
United Federation of Teachers

DATED: _____, 2015

ATTACHMENT A

Hearing Officers with Dual Employment Prior to Consolidation

Formerly Dual w/TLC

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]
4. [REDACTED]
5. [REDACTED]
6. [REDACTED]
7. [REDACTED]
8. [REDACTED]
9. [REDACTED]
10. [REDACTED]
11. [REDACTED]
12. [REDACTED]
13. [REDACTED]

*Please note:
Names have been redacted for privacy.*

Formerly Dual w/DOHMH

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]
4. [REDACTED]
5. [REDACTED]
6. [REDACTED]
7. [REDACTED]
8. [REDACTED]
9. [REDACTED]
10. [REDACTED]

Formerly Dual w/ both DOHMH & TLC

1. [REDACTED]