

## Resigned to Return



**By Gavin Kendall**

*Excerpt from the personal diary of Spencer Cassidy – Director of Special Projects, NYC Department of Employee Services.*

### **Wednesday April 1, 2026**

*Dear Diary,*

I AM RETIRING! The paperwork just got approved! It's been a long 35 years. My wife Betty is so happy about my retirement that she's already booked a cruise for us! We set sail a couple of days after my last day in the office, which is about 3 months from now. We've been dreaming about post-retirement traveling for a long time, and over the last year Betty has been working on a vision board of all the places we're going to visit. I finally feel like I can breathe a sigh of relief after all these years of service to the City.

### **Monday April 13, 2026**

*Dear Diary,*

Just got off the phone with an attorney at the Conflicts of Interest Board. DES HR recommended I call them to go over the post-

employment restrictions in Chapter 68 of the City Charter. Since I'm retiring and not getting a new job in the private sector, not much applies to me. I won't be communicating with DES on behalf of a new employer (because there won't be one!) during my first year out, and I won't be working on any particular matters that I worked on here (because I won't be working at all!). The Attorney of the Day made everything clear for me.

### **Monday May 11, 2026**

*Dear Diary,*

One of my co-workers has been asking me a lot of very random, but weirdly specific questions. Maybe they're cooking up something for my retirement party? I'll be sure to act surprised! I've been busy this past month wrapping up things around here. There's just one project that won't be finished when I leave in a couple of months. I'm the lead negotiator in collective bargaining negotiations between DES and the union, DC 101. I thought the collective bargaining agreement

was already a done deal (which is why I went ahead and submitted my retirement paperwork) but then, a couple of weeks ago, negotiations stalled, so I'll be working on this up until my last day. I'm happy to train a new lead negotiator. but time is running out. I hate to leave the negotiations unfinished, but I'm also really looking forward to visiting those Cayman Islands, so I hope it works out for the agency and the union.


**Tuesday June 9, 2026**

*Dear Diary,*

I've got some good news and some bad news. The good news is that I might be able to finish the collective bargaining negotiations. The bad news is that I'll have to postpone my "retirement" by a few months. The Commissioner came to my office and asked me how I felt about staying on to complete the negotiations. I told her that I'd prefer to be the one to wrap everything up. She asked if I would consider either retracting my retirement paperwork and stay on as a full-time DES employee or continue with my retirement and then DES would bring me back

as a consultant, either directly through the agency or through the temp agency DES already uses. It's nice to be wanted, but I told her that Betty and I were really looking forward to my retirement with all the plans we're making. I went through the whole thing – 35 years of City service, the cruise is booked, almost retired 5 years ago, tired, this place needs some new blood, want to start the next life chapter, etc. Also, wouldn't coming back as a consultant put me in violation of Chapter 68's post-employment restrictions? Apparently not. The Commissioner told me about a special kind of post-employment arrangement called "consulting back." Since DES knows I am the only one at the agency who has the technical expertise to finalize the collective bargaining agreement – whose fault is that?! – they can hire me back after I've retired to finish them. A few requirements, of course: 1) The project has to be finished quickly (sounds good to me); 2) My post-retirement pay has to be comparable to my current City salary (broken down into an hourly rate); and 3) I have to want to do it. I sat there for a while weighing the pros and cons. I mean, call me


# LEAVING CITY SERVICE



City employees may not **seek jobs** with companies or not for profits they are **currently dealing with** as part of their city job.

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Former City employees may not **communicate** with their former City agency on behalf of a new employer or business within **one year** of leaving City service.




Former City employees may not **disclose** or use for personal advantage any **confidential information** obtained in the course of their City employment.

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There is a **government to government exception** for City employees who leave to work at another government entity

Former City employees may never work on a **particular matter** (for example, a contract) for a non-City employer if they worked on that same matter during their City employment.



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a control freak, but knowing this project will be done and done right would give me some peace of mind. Last thing I need is to have a work nightmare while I'm lounging on in the Lido Deck of the cruise ship! I asked the Commissioner if I could sleep on it, and she said yes. She knows this doesn't just affect me. Betty will not be happy about this.

### **Wednesday June 10, 2026**

*Dear Diary,*  
Betty was not happy about this.

### **Thursday June 11, 2026**

*Dear Diary,*  
Just when I thought I was out...they pull me back in! Looks like I'll be sticking around for a little longer. I'll still officially retire in July (so I'll find out what the DES party planning committee has in store for me!) and then my services will be retained for 9 months after that so I can finish the negotiations with DC101. Nice thing is, as a consultant I won't have to come into the office as much, if ever! That made Betty a lot happier about the whole thing. She's buying me a laptop as a retirement gift so I can work from wherever, including on the cruise! So now all that's left is for the DES Commissioner to write a letter to COIB with all the details of the "consulting back" arrangement that gets posted on COIB's website and it's pretty much a done deal. Here's to the final stretch!

### **Friday March 26, 2027**

*Dear Diary,*  
Well, this will be my last entry. The negotiations are done and I can FINALLY say goodbye to City service! Of course, I was able to say goodbye to my co-workers at my retirement party. Thanks for the Tommy Bahama shirts, friends! Now that it's all over I'm glad I was able to stay on thanks to the consulting back arrangement. But what's sad, my dear Diary, is that I'll need to leave you here at the office. You're a City resource. I remember the day I picked you out of the stack of notebooks in the supply room like you were calling my name. Even though you are a minimal amount of City resources (just one notebook) I wouldn't feel right taking you with me. And after flipping back through the pages, there's an excessive amount of

confidential information written in these pages, so best you stay here! Don't want you falling into the wrong hands, nor do I want to inadvertently end up with an enforcement case if you do. And for anyone that is reading this tome, if you have any post-employment-related questions – or really any questions -- be sure to call the Conflicts of Interest Board at 212-442-1400, email the Board at [aod@coib.nyc.gov](mailto:aod@coib.nyc.gov), or check out their website: [www.nyc.gov/ethics](http://www.nyc.gov/ethics).



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## Recent Enforcement Cases

**Prohibited Post-Employment Appearance.** A Community Coordinator at the New York City Department for the Aging (“DFTA”) left DFTA to work as Director of the Older Adult Center for the Jacob A. Riis Neighborhood Settlement (“Riis”), a not-for-profit organization that receives DFTA funding. Within weeks of leaving DFTA, the former Community Coordinator attended a virtual meeting concerning City funding for Riis with DFTA employees. The former Community Coordinator paid a \$2,000 fine to the Board. In setting the penalty, the Board considered that, prior to his departure, the former Community Coordinator had been advised by DFTA that he was prohibited from communicating with DFTA on behalf of his new employer for one year.

**Misuse of City Position.** For two years, a School Business Manager for the New York City Department of Education (“DOE”) processed payroll for her spouse, a DOE F-status teacher, thereby ensuring that her spouse was paid by DOE. The School Business Manager paid a \$1,500 fine to the Board.

**Misuse of City Position.** The Executive Director of Constituent and Grievance Services at the New York City Department of Correction (“DOC”) accepted a pair of Burberry boots worth \$1,000 as a birthday gift from six of her DOC subordinates. She kept the boots for approximately one week, wearing them once before giving them back to the subordinate who organized the purchase. In a joint settlement with the Board and DOC, the Executive Di-

rector agreed to forfeit five days of annual leave, valued at \$2,582.54. The Board accepted the DOC-imposed penalty as sufficient and imposed no additional penalty.

**Misuse of City Resources.** After his shift ended, a City Laborer for the New York City Department of Citywide Administrative Services (“DCAS”) drove a DCAS vehicle from Middle Village, Queens to Manhattan and parked the vehicle overnight. The following day, a day the City Laborer did not work for DCAS, he drove the DCAS vehicle to multiple locations in Manhattan, Queens, Nassau County, and Suffolk County. In a joint settlement with the Board and DCAS, the City Laborer agreed to a five-day suspension, valued at approximately \$1,450; reimbursement to DCAS of \$80; and payment of a \$150 fine to DCAS. The Board accepted the DCAS-imposed penalties as sufficient and imposed no additional penalty.

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