

*Ethics lights the  
way to good gov-  
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# The Ethical Times

A Publication of the New York City Conflicts of Interest Board

Quinn Haisley, Editor



## **Transitioning from Public Service**

by  
**Jessie M. Beller**

**Question:** *I am thinking about leaving City service and returning to the private sector. What do I need to know about looking for a new job?*

**Answer:** As a City employee, you may not seek, negotiate for, or accept a non-City job with any firm or entity that you are personally involved with in your City job. This rule applies not only to the specific firm you are dealing with at your City job, but also to its parent firm, subsidiaries, and sister firms. So, if you are interested in applying for a job with a private firm, it is your responsibility to determine whether the firm is connected to a firm that you deal with in your City job. Just because your agency or office is involved with a firm does not make you involved with the firm, but you should assume that the rule applies if you have anything to do with the firm as part of your City job. For example, if you sign any documents, such as a purchase order or a contract, involving the firm, you are personally involved with the firm under the City's conflicts of interest law. When you are personally involved with a firm, you cannot ask about job openings or even mention that you are interested in a job change and would consider working at the firm.

You can avoid violating the law by asking your supervisor to remove you from work that involves the firm whose contracts you administer, purchase orders you sign, or work you approve, etc. If your supervisor agrees to this request, it would be okay for you to contact the firm about a job. But if your supervisor is unable or unwilling to reassign you, you must wait until all your work with the firm ends before approaching it about a job.

If a firm you are working with approaches you, the same rules apply. You are not permitted to discuss working for a firm you are personally involved with in your City job, so you must let them know that you cannot discuss working for them until your involvement with the firm is finished, or until you are permitted to remove yourself from work with the firm. In addition, your job search must be done on your own time, and you **may not** use City letterhead, personnel, equipment, or supplies to promote your job search, unless you are explicitly authorized to do so by your agency head. For example, you may not use a City fax machine to fax your resume.

**Question:** *I left my City job a few weeks ago and now work for a private firm. Can I attend a meeting on behalf of my new firm at my old agency?*

**Answer:** No. Public servants who have left City service are bound by the following rules, which are intended to prevent public servants from exploiting confidential City information and misusing their City agency contacts to advance themselves or to give their new employers an unfair advantage:

**Rule 1. You may not appear before your former City agency on business matters for one year after you leave.**

This rule prohibits former City employees from "appearing" before their former City agency during the first year after they have resigned or retired from City service. "Appear" means any substantive communication, such as telephoning, writing, faxing, emailing, attending meetings, or having any other contact on behalf of your new employer. You are, however, permitted to have "ministerial" communications with your former agency, such as calling to ask for the fax number or picking up papers from the office receptionist.

**Rule 2. You cannot work on a matter that you were directly involved in as a public servant.**

Unlike the communication rule explained above, this rule is a lifetime ban prohibiting former City employees from working in the private sector on the same particular matter they worked on as a public servant. When the ban applies, it prohibits not only appearances before the City, but any compensated work whatsoever in relation to that particular matter.

Particular matters are defined as proceedings, applications, investigations, contracts, agreements, or similar activities where the public servant's involvement was "personal and substantial." This term applies only to the duration of a specific contract or agreement, meaning that a public servant who is barred from working on a particular matter between the City and his current employer may work on a new matter between the same parties, provided that he or she was not involved with that new matter while in City service.

**Rule 3. Any confidential information you obtained while in City service remains confidential even after you leave.**

You are not allowed to disclose or use any confidential information after leaving City service. Confidential information is any information that a member of the general public cannot obtain. It cannot be used for your own personal advantage or for the benefit of your new employer.

**Question:** *What if I have any more questions about job-hunting and post-employment restrictions?*

**Answer:** If you have any doubt at all about whether your job hunting as a City employee or your conduct as a former City employee creates a conflict of interest, call the Conflicts of

Interest Board at 212-442-1400 and ask for the attorney of the day. You can also email us through our website (<http://www.nyc.gov/ethics>) by clicking on "Contact COIB." All calls and emails are confidential, and you may contact us anonymously.

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## Recent Enforcement Cases

▶ The Board has concluded a settlement with the former Executive Vice President for the Southern Brooklyn/Staten Island Network and Executive Director of Coney Island Hospital, which is a part of HHC, for accepting multiple gifts from an organization that has business dealings with HHC. At two events in 2005, the former Executive Director accepted (1) four or five bottles of wine; (2) a customized fountain pen; (3) a \$500 gift card from Macy's; and (4) the \$110.97 balance from two other gift cards. For these violations, the former Executive Director paid a \$6,000 fine to the Board.

▶ The Board issued a public warning letter to an Administrative Law Judge at ECB for representing his landlord before ECB in disputes over two sanitation violations issued to the landlord. In exchange for the representation, and other building-related duties, the landlord lowered the amount the ALJ was paying for rent.

▶ The Board has concluded a settlement with the Director of Radiology at Metropolitan Hospital Center, a part of HHC. Among his official duties as Director of Radiology was the negotiation and oversight of a five-year contract with MRI Enterprises. In October 2007 the Director of Radiology approached the Chief Operating Officer ("COO") of MRI Enterprises and solicited and accepted a \$1,500 loan. The Director of Radiology also acknowledged that, on two occasions in January 2009, the COO of MRI Enterprises gave him two tickets to a New

York Knicks game – the cost of each ticket exceeding \$50 in value – which tickets the Director then gave to another Metropolitan employee. The Director of Radiology paid a \$2,500 fine to the Board and repaid the COO \$500, the outstanding balance on the loan.

▶ The Board and the New York City Comptroller's Office concluded a settlement with a Claims Specialist who, from March 2007 through December 2012, during hours he was required to be performing work for the Comptroller's Office, used his City computer and e-mail account to perform work for his private job as a real estate agent. As a penalty, the Claims Specialist agreed to pay a fine equal to twenty five days' pay, valued at \$5,512.

▶ The Board and DEP jointly concluded settlements with four employees who misused DEP "swipe cards" to park their personal vehicles at the garage adjacent to DEP headquarters without having to pay. The four avoided paying between \$800 and \$1,322 for parking. As a penalty, each agreed to make full restitution to the private parking garage for the value of their illicit parking. In addition, to resolve the agency's disciplinary charges, one employee agreed to resign, one employee agreed to a fifteen-day suspension, and two employees forfeited fifteen days of annual leave. The Board did not seek additional penalties in any of these cases.

▶ The Board and HRA reached a joint settlement with an HIV/AIDS Services Administration Caseworker who obtained confidential information from the public assistance records of her two tenants, HRA clients, in order to see if they had applied for benefits to pay their rent arrears. The Caseworker agreed to pay HRA a fine equal to twenty days' pay, or \$3,082.

▶ The Board and NYCHA concluded a joint settlement with a Construction Project Manager who recommended his stepson for a job with a NYCHA vendor that the Construction Project Manager supervised as part of his official NYCHA duties. The vendor hired the Construction Project Manager's stepson. As a penalty, the Construction Project

Manager agreed to serve a five work-day suspension, valued at \$1,393.61, and to pay a \$1,250 fine to the Board.

▶ The Board reached settlements with a former DOC Special Operations Officer and a former DOC Department Chief. The former Special Operations Officer used DOC gas and vehicles without authorization almost every day from January 2011 until August 2011 to commute to his workplace on Rikers Island, New York, from his residence in Port Jefferson, Long Island. The former Department Chief requested that the former Special Operations Officer, his subordinate, repair and enhance the former Department Chief's personal vehicle, without payment or reimbursement. For these violations, the former Special Operations Officer agreed to pay a \$4,500 fine and the former Department Chief agreed to pay a \$6,000 fine to the Board.

*Interested in more information?  
Get in touch with COIB's Training & Education Unit to arrange a class in Chapter 68 for you and your staff.  
Contact Alex Kipp, Director of Training, at [kipp@coib.nyc.gov](mailto:kipp@coib.nyc.gov)*

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