



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
40 Rector Street, New York, NY 10006-1705
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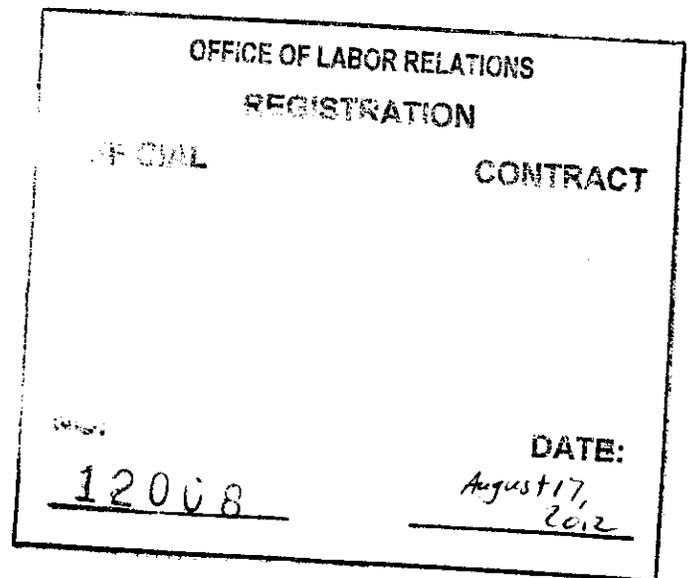
JAMES F. HANLEY
Commissioner

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES
FROM: JAMES F. HANLEY, COMMISSIONER *James F. Hanley*
SUBJECT: EXECUTED CONTRACT: **Social Services and Related Titles (SSRT)**
TERM: MARCH 3, 2008 – MARCH 2, 2010

Attached for your information and guidance is a copy of the executed contract entered into by the Commissioner of Labor Relations on behalf of the City of New York and District Council 37 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: August 17, 2012



2008 - 2010 SOCIAL SERVICES & RELATED TITLES

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2008 - 2010 SOCIAL SERVICES & RELATED TITLES

AGREEMENT entered into this ^{gh} 17 day of August, 2012 by and between the City of New York and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf and the New York City Health and Hospitals Corporation (hereinafter referred to jointly as the "Employer"), and District Council 37, AFSCME, AFL-CIO, and its affiliated Locals 154, 371, 768, 957, 1070, 1113, 1457, 1759 and 2021 (hereinafter referred to jointly as the "Union"), for the twenty-four (24) month period from March 3, 2008 to March 2, 2010.

WITNESSETH:

WHEREAS, the parties hereto have entered into collective bargaining and desire to reduce the results thereof to writing,

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the bargaining unit set forth below, consisting of employees of the Employer, wherever employed, whether full-time, part-time per annum, hourly or per diem, in the below listed title(s), and in any successor title(s) that may be certified by the Board of Certification of the Office of Collective Bargaining to be part of the unit herein for which the Union is the exclusive collective bargaining representative and in any positions in Restored Rule X titles of the Classified Service the duties of which are or shall be equated by the City Personnel Director and the Director of the Budget for salary purposes to any of the below listed title(s):

Title	Title Code Number
Addiction Counselor (including Levels)	000550, 000530
Addiction Specialist (including specialties)	56070/71, 560700
Administrator of Youth Services (including specialties)	51450/52
After School Program Specialist (Youth Board)	05164
Alcoholism Counselor	95437
Area Services Coordinator	22557
Assistant Addiction Counselor	000540
Assistant Administrator of Youth Services	51448
Assistant Area Services Coordinator	22556
Assistant Community Liaison Worker	56092, 560920

Assistant Community Liaison Worker (JOP)	09525
Assistant Community Liaison Worker (OTB)	05589
Assistant Educational Counselor (DJJ)	05056
Assistant Institutional Teacher (DJJ)	60370
Assistant Program Specialist (DOC) **	60947
Assistant Superintendent of Bridge House	52276
Assistant Superintendent of Welfare Shelters	52275
Assistant Supervisor of Youth Services (including specialties)	51440, 51442
Assistant Youth Services Specialist	51436
Associate Claim Examiner	30721
Associate Contract Specialist	40562
Associate Correctional Counselor	51274
Associate Fraud Investigator	31118
Associate Human Rights Specialist	55038
Associate Inspector (DCA)	33996
Associate Investigator	31121
Associate Job Opportunity Specialist (certified April 27, 2005)	52316
Associate Juvenile Counselor	52300
Associate Market Agent	33973
Associate Personnel Investigator	31122
Associate Program Officer (DFTA)	51455
Case Aide	52291
Caseworker	52304, 523040
Caseworker Trainee	52301
Child and Family Specialist	52408
Child Protective Specialist Level I, II	52366
Child Protective Specialist Supervisor Level I, II	52367
Child Welfare Specialist Level I, II	52369
Child Welfare Specialist Supervisor Level I, II	52370
Children's Counselor	51510, 515100
Claim Examiner	30705
Claim Specialist	30726
Community Assistant	56056, 560560
Community Associate	56057, 560570
Community Coordinator	56058, 560580
Community Liaison Trainee	56091, 560910
Community Liaison Worker	56093, 560930
Community Liaison Worker (JOP)	09528
Community Liaison Worker (OTB)	03703
Community Organization Specialist (Urban Renewal)	22116
Community Service Aide (including SAP)	52406, 524060
Community Service Aide (JOP)	09529
Compliance Aide (JOP)	09530
Congregate Care Specialist	52450

Consultant (Day Camp)	51614
Consultant (Early Childhood Education)	51611
Consultant (Mental Health Standards & Services)	51000
Consultant (Public Health Social Work)	51613
Contract Specialist	40561
Correctional Counselor	51273
Correctional Standards Review Specialist	52615, 06140
Counselor (Addiction Treatment) (Including Levels)	51214
Day Care Eligibility Worker	09551,52305
Decedent Property Agent	10142
Decedent Property Agent (Queens County)	06665
Decedent Property Agent (Kings County) (cert. 7.11.07)	06775
Educational Counselor (DJJ)	05055
Employee Assistance Counselor (OTB)	05738
Family Preservationist (DJJ)	51595
Field Investigation Specialist (Law Department)	06426
Fraud Investigator (DOSS)	05148
Fraud Investigator	31113
Head Juvenile Counselor	52299
Home Aide	52404
Home Economist	50510
Home Economist Trainee	50501
Homemaker	52405
Hospital Care Investigator	52342, 523420
Houseparent	52437
Houseparent Aide	09715, 52434
Human Resources Aide	56001
Human Resources Specialist (including specialties)	56020, 56021
Human Resources Technician (including specialties)	56006, 56007
Human Rights Specialist	55016
Human Rights Specialist (CCHR)	55018, 06042
Inspector (DCA)	33995
Institutional Teacher (DJJ)	60371
Investigator Trainee	31101
Investigator	31105
Investigator (CCRB)	06157
Investigator (Discipline) [DOS, HRA, DJJ, DOC, DOH, & DPR only]	06316
Investigator (Employee Discipline) (cert. 7-2006)	06618
Investigator (OTB)	05536
Job Opportunity Specialist	52314
Junior Human Rights Specialist	55017

Juvenile Counselor	52295
Market Aide	33971
Market Agent	33972
Mental Health Worker	51262
Peer Counselor (including Levels) (cert. 6-2005)	51218, 983510-30
Personnel Investigator	31107
Precinct Community Relations Aide	56059
Precinct Community Relations Assoc.	56064
Precinct Community Relations Coordinator	56065
Principal Children's Counselor	51565, 515650
Principal Community Liaison Worker (w/certain exceptions)	56095, 560950
Principal Community Liaison Worker (OTB)	05583
Principal Correctional Counselor	51277
Principal Home Economist	50565
Principal Hospital Care Investigator	52345, 523450
Principal Human Rights Specialist	55076
Principal Human Rights Specialist (CCHR)	55077
Principal Juvenile Counselor	52297
Principal Senior Citizen Specialist	09223
Program Coordinator (DJJ)	51597
Program Evaluator	52416
Program Officer (DFTA)	51454
Program Specialist (Correction) (including Levels)	60948
Research Assistant (Behavioral Sciences)	21740
Protection Agent (ACS) (cert. 1.28.09)	06771
Sanitation Compliance Agent	71685
Senior Addiction Counselor	966970, 966980
Senior Addiction Specialist (including specialties)	56072, 56075
Senior Area Services Coordinator	22558
Senior Children's Counselor	51535, 515350
Senior Citizen Aide (DFTA)	02828, 52402
Senior Citizen Specialist I (DFTA)	02735
Senior Citizen Specialist II (DFTA)	02899
Senior Citizen Specialist II (JOP)	09538
Senior Claim Examiner	30710
Senior Community Liaison Worker	56094, 560940
Senior Community Liaison Worker (OTB)	03895
Senior Community Organization Specialist (Urban Renewal)	22126
Senior Consultant (Early Childhood Education)	51636, 516360
Senior Consultant (Mental Health Standards & Services)	54810
Senior Consultant (Psychiatric Nursing)	51019
Senior Consultant (Public Health Social Work)	51638
Senior Counselor (Addiction Treatment) (To be deleted)	51216

Senior Homemaker	52407
Senior Hospital Care Investigator	52343, 523430
Senior Houseparent	52438
Senior Human Resources Specialist (including specialties)	56030, 56031
Senior Human Resources Technician (including specialties)	56011, 56012
Senior Institutional Teacher (DJJ)	05054
Senior Inspector of Ports and Terminals	33986
Senior Investigator	31110
Senior Investigator (OTB)	03805
Senior Juvenile Counselor	52296
Senior Mental Health Worker	51263
Senior Program Specialist (Correction) (To be deleted)	60949
Senior Social Worker (HCF)	004770
Social Worker	52613, 526130-80
Superintendent of Adult Institutions	52279
Superintendent of Bridge House	52281
Supervising Area Services Coordinator	22559
Supervising Children's Counselor	51560
Supervising Claim Examiner	30715
Supervising Correctional Counselor	51275
Supervising Counselor (Addiction Treatment) (To be deleted)	51217
Supervising Custodian of Children	52298
Supervising Home Economist	50560
Supervising Hospital Care Investigator	52344, 523440
Supervising Human Resources Specialist (including specialties)	56040, 56045
Supervising Human Rights Specialist	55036
Supervising Human Rights Specialist (CCHR)	55037
Supervising Inspector of Ports & Terminals	33987
Supervising Investigator	31115
Supervising Investigator (OTB)	03764
Supervising Mental Health Worker	51264
Supervisor (Methadone Treatment Center)	51247
Supervisor of Child Care	52315
Supervisor of Investigators (CCRB)	31166
Supervisor of Youth Services (including specialties)	51444, 51446
Supervisor I (Social Work)	52631, 526310
Supervisor II (Social Work)	52632, 526320
Supervisor III (Social Work)	52633, 526330
Supervisor I (Social Service)	52311
Supervisor II (Social Service)	52312
Supervisor III (Social Service)	52313
Teacher Aide (Day Care Center)	02933, 029330
Youth Coordinator (Youth Services)	51402

** To be deleted

Section 2.

The terms "Employee" and "Employees" as used in this Agreement shall mean only those persons in the unit described in Section 1 of this Article.

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 - SALARIES

Section 1.

- a. This Article III is subject to the provisions, terms and conditions of the Alternative Career and Salary Pay Plan Regulations, dated March 15, 1967 as amended, except that the specific terms and conditions of this Article shall supersede any provisions of such Regulations inconsistent with this Agreement subject to the limitations of applicable provisions of law.
- b. Except as otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, advancement increases, general increases, education differentials and any other salary adjustments, are based upon a normal work week of 35 hours. The normal work week for Employees in the titles of Community Assistant and Houseparent Aide shall be 40 hours and for employees in the titles of Houseparent and

Senior Houseparent shall be 60 hours. In accordance with Article IX, Section 24 of the 1995 – 2001 Citywide Agreement, an Employee who works on a full-time, per-diem basis shall receive their base salary (including salary increment schedules) and/or additions-to-gross payment in the same manner as a full-time, per-annum employee. An Employee who works on a part-time per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such Employee and the number of hours in the said normal work week, unless otherwise specified.

- c. Employees who work on a part time per diem or hourly basis and who are eligible for any salary adjustment provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed as follows, unless otherwise specified:

- Per diem rate - 1/261 of the appropriate minimum basic salary.
- Hourly Rate - 35 hour week basis - 1/1827 of the appropriate minimum basic salary.
- 37-1/2 hour week basis - 1/1957.5 of the appropriate minimum basic salary.
- 40 hour week basis - 1/2088 of the appropriate minimum basic salary.
- 60 hour week* basis - 1/3132 of the appropriate minimum basic salary.

* All time in full pay status in a calendar week in excess of 40 hours shall be paid at the rate of time and one-half (1-1/2x).

- d. The maximum salary for a title shall not constitute a bar to the payment of any salary adjustment or pay differentials provided for in this Agreement but the said increase above the maximum shall not be deemed a promotion.

Section 2.

Employees in the following title(s) shall be subject to the following specified salary(ies), salary adjustment(s), and/or salary range(s):

- a. **Effective March 3, 2008**

	i. Minimum		ii. Maximum
	(1) Hiring Rate	(2) Incumbent Rate	
Addiction Counselor #####			
Level I	\$40,083	\$46,095	\$58,878
Level II	\$43,328	\$49,827	\$62,410
Addiction Specialist (incl. spec.) #####	\$29,743	\$34,205	\$40,212

Admin. of Youth Services (incl. spec.)	\$53,866	\$61,946	\$74,020
After School Program Spec. (YB) *	\$27.50	\$31.62	Per Hour
Alcoholism Counselor	\$33,632	\$38,677	\$51,719
Area Services Coordinator	\$41,411	\$47,623	\$60,414
Assistant Addiction Counselor	\$33,632	\$38,677	\$51,719
Asst. Administrator of Youth Services	\$48,751	\$56,064	\$68,596
Asst. Area Services Coordinator	\$33,632	\$38,677	\$51,719
Asst. Community Liaison Worker	\$26,408	\$30,369	\$37,140
Asst. Community Liaison Worker (JOP)	\$26,408	\$30,369	\$37,140
Asst. Community Liaison Worker (OTB)			
Asst. Educational Counselor (DJJ)	\$27,517	\$31,644	\$37,710
Assistant Institutional Teacher (DJJ)	\$27,517	\$31,644	\$37,710
Asst. Program Specialist (DOC)	\$36,299	\$41,744	\$56,064
Asst. Superintendent of Bridge House	\$29,743	\$34,205	\$37,140
Asst. Superintendent of Welfare Shelters	\$48,751	\$56,064	\$68,596
Asst. Supvr. of Youth Services (incl. spec.)	\$37,637	\$43,283	\$56,064
Assistant Youth Services Specialist	\$28,630	\$32,924	\$37,140
Associate Claim Examiner **	\$27,517	\$31,644	\$37,710
Level I	\$41,411	\$47,623	\$62,484
Level II	\$48,751	\$56,064	\$69,580
Associate Contract Specialist	\$48,800	\$56,120	\$73,537
Associate Correctional Counselor			
Level I	\$41,411	\$47,623	\$60,414
Level II	\$48,751	\$56,064	\$66,549
Associate Fraud Investigator			
Level I	\$48,751	\$56,064	\$73,965
Level II	\$53,866	\$61,946	\$77,494
Associate Human Rights Specialist			
Level I	\$47,386	\$54,494	\$72,726
Level II	\$56,431	\$64,896	\$84,899
Associate Job Opportunity Specialist			
Level I	\$42,052	\$48,360	\$66,549
Level II	\$49,287	\$56,680	\$73,965
Level III	\$54,318	\$62,466	\$79,844
Associate Inspector(DCA)			
Level I	\$50,413	\$57,975	\$68,455
Level II	\$55,522	\$63,850	\$75,872
Associate Investigator			
Level I	\$41,411	\$47,623	\$61,883
Level II	\$48,751	\$56,064	\$68,596
Associate Juvenile Counselor			
Level I	\$41,411	\$47,623	\$61,883
Level II	\$48,751	\$56,064	\$68,596
Associate Market Agent			
Level I	\$41,411	\$47,623	\$66,549
Level II	\$53,866	\$61,946	\$73,965
Associate Personnel Investigator			
Level I	\$41,411	\$47,623	\$61,883
Level II	\$48,751	\$56,064	\$68,596
Associate Program Officer (DFTA)	\$53,866	\$61,946	\$73,965
Case Aide	\$27,517	\$31,644	\$37,140
Caseworker ###, #####	\$33,632	\$38,677	\$57,599

Caseworker Trainee ****	\$26,151	\$30,074	\$37,017
Child and Family Specialist	\$59,206	\$68,087	\$79,844
Child Protective Specialist ###, #####, +			
Level I	See footnote	\$41,151	Flat Rate
Level II	See footnote		
After 6 months in title		\$44,691	Flat Rate
After 18 months in title		\$47,655	\$67,567
and satisfactory completion of probation			
Child Protective Specialist Supervisor ###, #####, +			
Level I	See footnote	\$54,636	\$74,386
Level II	See footnote	\$69,800	\$84,616
Child Welfare Specialist ###, #####. +			
Level I	See footnote	\$38,685	Flat Rate
Level II	See footnote		
After 6 months in title		\$42,157	Flat Rate
After 18 months in title		\$45,069	\$64,572
and satisfactory completion of probation			
Child Welfare Specialist Supervisor ###, #####, +			
Level I	See footnote	\$54,636	\$74,137
Level II	See footnote	\$65,771	\$81,756
Children's Counselor (Per Diem)	\$128.85	\$148.18	\$205.75
Children's Counselor ####	\$33,632	\$38,677	\$53,700
Claim Examiner **	\$33,632	\$38,677	\$53,700
Claim Specialist			
Level I	\$33,632	\$38,677	\$53,700
Level II	\$41,411	\$47,623	\$62,484
Level III	\$48,751	\$56,064	\$69,580
Community Assistant	\$26,366	\$30,321	\$34,205
Community Associate	\$31,077	\$35,739	\$51,719
Community Coordinator	\$43,860	\$50,439	\$68,087
Community Liaison Trainee	\$25,370	\$29,176	\$32,924
Community Liaison Worker	\$33,632	\$38,677	\$51,719
Community Liaison Worker (JOP)	\$33,632	\$38,677	\$51,719
Community Liaison Worker (OTB)			
Comm. Organization Spec. (Urban Renewal)	\$48,751	\$56,064	\$66,549
Community Service Aide (incl. SAP)	\$23,803	\$27,374	\$28,591
Community Service Aide (JOP)	\$23,803	\$27,374	\$28,591
Compliance Aide (JOP)	\$28,630	\$32,924	Flat Rate
Congregate Care Specialist (ACS) (DJJ)			
Level I	See footnote	\$34,641	\$54,648
Level II	See footnote	\$41,661	\$61,604
Consultant (Day Camp)	\$53,866	\$61,946	\$73,965
Consultant (Early Childhood Education)			
Level I	\$53,866	\$61,946	\$73,965
Level II	\$57,869	\$66,549	\$79,844
Consultant (Mntl Hlth Stands & Serv.) **	\$48,751	\$56,064	\$66,549
Consultant (Public Health Social Work)	\$53,866	\$61,946	\$73,965

Contract Specialist			
Level I	\$33,664	\$38,714	\$57,097
Level II	\$41,454	\$47,672	\$64,020
Correctional Counselor	\$33,632	\$38,677	\$51,719
Corr. Standards Review Specialist			
Level I	\$40,090	\$46,103	\$57,155
Level II	\$49,700	\$57,155	\$70,959
Counselor (Addiction Treatment)	\$40,083	\$46,095	\$58,878
Day Care Eligibility Worker	\$33,632	\$38,677	\$53,700
Decedent Property Agent	\$33,632	\$38,677	\$51,719
Decedent Property Agent (Queens Co.)	\$33,632	\$38,677	\$51,719
Decedent Property Agent (Kings Co.)	\$33,632	\$38,677	\$51,719
Educational Counselor (DJJ)	\$32,207	\$37,038	\$51,131
Employee Assistance Counselor (OTB)			
Family Preservationist (JJ)	\$36,772	\$42,288	\$61,249
Field Investigation Specialist (LD)			
Level I	\$34,222	\$39,355	\$51,553
Level II	\$40,929	\$47,068	\$58,271
Level III	\$48,722	\$56,030	\$72,681
Fraud Investigator (DOSS)	\$33,632	\$38,677	\$53,700
Fraud Investigator			
Level I	\$33,632	\$38,677	\$57,599
Level II	\$41,411	\$47,623	\$65,246
Head Juvenile Counselor ###	\$53,866	\$61,946	\$74,020
Home Aide	\$25,370	\$29,176	\$32,924
Home Economist	\$41,411	\$47,623	\$66,549
Home Economist Trainee	\$33,632	\$38,677	\$51,719
Homemaker			
Level I	\$26,408	\$30,369	\$37,140
Level II	\$33,632	\$38,677	\$53,700
Hospital Care Investigator	\$33,632	\$38,677	\$51,719
Houseparent ***			
Basic Annual Rate	\$34,967	\$40,212	\$56,054
Hourly Basic Rate (1X)	\$11.1565	\$12.8300	\$17.9055
Hourly Overtime Rate (1.5X)	\$16.7500	\$19.2600	\$26.8516
Houseparent Aide	\$28,263	\$32,503	Flat Rate
Human Resources Aide **	\$25,370	\$29,176	\$32,924
Human Resources Spec. (incl. spec.)	\$33,632	\$38,677	\$53,700
Human Resources Tech. (incl. spec.)	\$25,370	\$29,176	\$32,924
Human Rights Specialist	\$40,026	\$46,030	\$63,534
Human Rights Specialist (CCHR)	\$40,026	\$46,030	\$63,534
Inspector(DCA)			
Level I	\$34,463	\$39,632	\$48,580
Level II	\$43,071	\$49,532	\$54,906
Institutional Teacher (DJJ)			
Level I	\$36,541	\$42,022	\$51,131
Level II	\$45,711	\$52,568	\$64,254
Investigator Trainee ****	\$26,151	\$30,074	\$37,017
Investigator	\$33,632	\$38,677	\$53,700

Investigator (OTB)			
Investigator (Discipline) DOS, HRA, DJJ, DOC, DOH, DPR (ONLY)			
Level I	\$34,288	\$39,431	\$51,646
Level II	\$41,008	\$47,159	\$58,384
Level III	\$48,817	\$56,139	\$72,822
Investigator Employee Discipline			
Level I	\$34,298	\$39,443	\$52,450
Level II	\$41,019	\$47,172	\$59,296
Level III	\$48,830	\$56,155	\$73,955
Investigator (CCRB)			
Level I	\$34,288	\$39,431	\$51,646
Level II	\$41,008	\$47,159	\$58,384
Level III	\$48,817	\$56,139	\$72,822
Job Opportunity Specialist	\$34,365	\$39,520	\$57,599
Junior Human Rights Specialist	\$33,297	\$38,292	\$43,937
Juvenile Counselor ###			
Level I	\$33,632	\$38,677	\$48,693
Level II	\$39,515	\$45,442	\$53,700
Market Aide			
Market Agent	\$33,632	\$38,677	\$47,623
Mental Health Worker	\$27,887	\$32,070	\$34,970
Peer Counselor			
Level I	See footnote	\$30,447	\$33,093
Level II	See footnote	\$33,093	\$37,064
Level III	See footnote	\$37,510	\$41,922
Personnel Investigator	\$33,632	\$38,677	\$53,700
Precinct Community Relations Aide	\$13.15	\$15.12	Per Hour
Hired After 6/30/86	N/A	\$15.19	Per Hour
Hired 7/1/85 – 6/30/86	N/A	\$15.25	Per Hour
Hired 7/1/84 – 6/30/85	N/A	\$15.34	Per Hour
Hired Before 7/1/84	N/A	\$15.34	Per Hour
Precinct Community Relations Assoc.	\$15.68	\$18.03	Per Hour
Precinct Community Relations Coordinator	\$23.46	\$26.98	Per Hour
Principal Children's Counselor #####	\$53,866	\$61,946	\$74,020
Prin. Comm. Liaison Worker (w/certain exceptions)	\$48,751	\$56,064	\$68,596
Prin. Community Liaison Worker (OTB)			
Principal Correctional Counselor	\$48,751	\$56,064	\$66,549
Principal Home Economist	\$53,866	\$61,946	\$73,808
Principal Hospital Care Investigator	\$53,866	\$61,946	\$73,965
Principal Human Rights Specialist	\$56,431	\$64,896	\$84,899
Prin. Human Rights Specialist (CCHR)	\$56,431	\$64,896	\$84,899
Principal Juvenile Counselor	\$48,751	\$56,064	\$68,596
Principal Senior Citizen Specialist	\$48,751	\$56,064	\$66,549
Program Coordinator (JJ)	\$45,332	\$52,132	\$70,980
Program Evaluator (ACS)	\$53,866	\$61,946	\$79,844
Program Officer (DFTA)	\$46,086	\$52,999	\$66,549
Program Specialist (Correction)	\$48,751	\$56,064	\$66,549
Protection Agent (ACS)			
Level I	\$47,098	\$54,163	\$72,247
Level II	\$49,577	\$57,014	\$74,514

Research Asst. (Behavioral Sciences)	\$33,632	\$38,677	\$51,719
Sanitation Compliance Agent	\$27,740	\$31,901	\$35,158
Special Consultant (Mntl Health Stndrd & Services)			
Level I	\$48,751	\$56,064	\$66,549
Level II	\$57,869	\$66,549	\$79,844
Sr. Addiction Counselor #####			
Level I	\$46,797	\$53,816	\$67,403
Level II	\$51,475	\$59,196	\$74,142
Sr. Addiction Specialist (incl. spec.)	\$33,632	\$38,677	\$51,719
Sr. Area Services Coordinator	\$48,751	\$56,064	\$66,549
Sr. Children's Counselor #####	\$41,411	\$47,623	\$61,883
Sr. Citizen Aide (DFTA) Hired After 6/30/86	\$9.01	\$10.36	Per Hour
Hired 7/1/85 – 6/30/86	N/A	\$10.69	Per Hour
Hired 7/1/84 – 6/30/85	N/A	\$10.96	Per Hour
Hired Before 7/1/84	N/A	\$11.29	Per Hour
Sr. Citizen Specialist I (DFTA)	\$33,632	\$38,677	\$51,719
Sr. Citizen Specialist II (DFTA)	\$41,411	\$47,623	\$60,414
Sr. Citizen Specialist II (JOP)	\$41,411	\$47,623	\$60,414
Sr. Claim Examiner	\$41,411	\$47,623	\$62,484
Sr. Community Liaison Worker	\$37,637	\$43,283	\$56,064
Sr. Community Liaison Worker (OTB)			
Sr. Comm. Organization Spec.(Urban Renewal)	\$53,866	\$61,946	\$73,965
Sr. Consultant (Early Childhood Educ.)	\$57,869	\$66,549	\$79,844
Sr. Consultant (Mntl Hlth Stnds & Serv.) **	\$57,869	\$66,549	\$79,844
Sr. Consultant (Psychiatric Nursing)	\$57,869	\$66,549	\$79,844
Sr. Consultant (Pub. Health Social Wk)	\$57,869	\$66,549	\$79,844
Sr. Counselor (Addiction Treatment)	\$48,751	\$56,064	\$66,549
Sr. Homemaker	\$33,632	\$38,677	\$53,700
Sr. Hospital Care Investigator	\$41,411	\$47,623	\$60,414
Sr. Houseparent ***			
Basic Annual Rate	\$41,411	\$47,623	\$60,403
Hourly Basic Rate (1X)	\$13.2174	\$15.2000	\$19.2845
Hourly Overtime Rate (1.5X)	\$19.8300	\$22.8100	\$28.9344
Sr. Human Resources Spec.(incl. spec.)	\$41,411	\$47,623	\$61,883
Sr. Human Resources Tech.(incl. spec.)	\$29,743	\$34,205	\$40,212
Sr. Institutional Teacher (DJJ)**	\$41,411	\$47,623	\$64,254
Sr. Inspector of Ports and Terminals	\$41,411	\$47,623	\$60,414
Sr. Investigator	\$41,411	\$47,623	\$61,883
Sr. Investigator (OTB)			
Sr. Juvenile Counselor	\$41,411	\$47,623	\$61,883
Sr. Mental Health Worker	\$28,846	\$33,173	\$38,688
Sr. Program Specialist (Correction)	\$53,866	\$61,946	\$73,965
Sr. Social Worker (HCF) #####	\$43,715	\$50,272	\$62,713
Social Worker #####	\$41,411	\$47,623	\$58,878
Social Worker ##### (HHC)			
Level I	\$41,411	\$47,623	\$58,878
Level II	\$43,715	\$50,272	\$62,713
Level III	\$46,086	\$52,999	\$66,549
Level IV	\$53,866	\$61,946	\$73,965
Level V	\$59,206	\$68,087	\$79,844
Superintendent of Adult Institutions ##	\$53,866	\$61,946	\$79,844

Superintendent of Bridge House	\$41,411	\$47,623	\$60,414
Supervising Area Services Coordinator	\$53,866	\$61,946	\$73,965
Supervising Children's Counselor #####, #####	See footnote	\$56,064	\$68,596
Supervising Claim Examiner	\$48,751	\$56,064	\$69,580
Supervising Correctional Counselor	\$41,411	\$47,623	\$60,414
Suprvsg. Counselor (Add. Treatment)	\$53,866	\$61,946	\$73,965
Supervising Custodian of Children	\$48,751	\$56,064	\$66,549
Supervising Home Economist	\$48,751	\$56,064	\$73,965
Supervising Hospital Care Investigator	\$48,751	\$56,064	\$66,549
Supvsg. Human Res. Spec. (incl. spec.)	\$48,751	\$56,064	\$68,596
Supervising Human Rights Specialist	\$47,385	\$54,493	\$72,726
Supvsg Human Rights Spec.(CCHR)	\$47,385	\$54,493	\$72,726
Supvsg. Inspector of Ports & Terminals	\$48,751	\$56,064	\$66,549
Supervising Investigator	\$48,751	\$56,064	\$68,596
Supervising Investigator (OTB)			
Supervising Mental Health Worker	\$33,218	\$38,201	\$44,982
Suprvsr. (Methadone Treatment Center)	\$53,866	\$61,946	\$73,965
Supervisor of Child Care	\$48,751	\$56,064	\$73,965
Supervisor of Investigations (CCRB)	See footnote	\$62,077	\$79,172
Supvsr. of Youth Services (incl. spec.)	\$41,411	\$47,623	\$61,883
Supervisor I (Social Work) ####	\$46,086	\$52,999	\$66,549
Supervisor II (Social Work) ####	\$53,866	\$61,946	\$73,965
Supervisor III (Social Work) #####	\$59,206	\$68,087	\$79,844
Supervisor I (Social Services) ###	\$41,510	\$47,737	\$66,549
Supervisor II (Social Services) ###	\$48,751	\$56,064	\$73,965
Supervisor III (Social Services) ###	\$53,866	\$61,946	\$79,844
Teacher Aide (Day Care Center)	\$25,370	\$29,176	\$32,924
Youth Coordinator (Youth Services)	\$41,411	\$47,623	\$52,917
Youth Services Specialist	\$33,632	\$38,677	\$53,700

b. Effective March 3, 2009

	i. Minimum		ii.
	(1)Hiring Rate	(2)Incumbent Rate	Maximum
Addiction Counselor #####			
Level I	\$41,686	\$47,939	\$61,233
Level II	\$45,061	\$51,820	\$64,906
Addiction Specialist (incl. spec.) #####	\$30,933	\$35,573	\$41,820
Admin. of Youth Services (incl. spec.)	\$56,021	\$64,424	\$76,981
After School Program Spec. (YB) *	\$28.59	\$32.88	Per Hour
Alcoholism Counselor	\$34,977	\$40,224	\$53,788
Area Services Coordinator	\$43,068	\$49,528	\$62,831
Assistant Addiction Counselor	\$34,977	\$40,224	\$53,788
Asst. Administrator of Youth Services	\$50,702	\$58,307	\$71,340
Asst. Area Services Coordinator	\$34,977	\$40,224	\$53,788
Asst. Community Liaison Worker	\$27,464	\$31,584	\$38,626
Asst. Community Liaison Worker (JOP)	\$27,464	\$31,584	\$38,626
Asst. Community Liaison Worker (OTB)			
Asst. Educational Counselor (DJJ)	\$28,617	\$32,910	\$39,218
Assistant Institutional Teacher (DJJ)	\$28,617	\$32,910	\$39,218
Asst. Program Specialist (DOC)	\$37,751	\$43,414	\$58,307
Asst. Superintendent of Bridge House	\$30,933	\$35,573	\$38,626
Asst. Superintendent of Welfare Shelters	\$50,702	\$58,307	\$71,340
Asst. Supvr. of Youth Services (incl. spec.)	\$39,143	\$45,014	\$58,307
Assistant Youth Services Specialist	\$29,775	\$34,241	\$38,626
Associate Claim Examiner **			
Level I	\$43,068	\$49,528	\$64,983
Level II	\$50,702	\$58,307	\$72,363
Associate Contract Specialist	\$50,752	\$58,365	\$76,478
Associate Correctional Counselor			
Level I	\$43,068	\$49,528	\$62,831
Level II	\$50,702	\$58,307	\$69,211
Associate Fraud Investigator			
Level I	\$50,702	\$58,307	\$76,924
Level II	\$56,021	\$64,424	\$80,594
Associate Human Rights Specialist			
Level I	\$49,282	\$56,674	\$75,635
Level II	\$58,689	\$67,492	\$88,295
Associate Job Opportunity Specialist			
Level I	\$43,734	\$50,294	\$69,211
Level II	\$51,258	\$58,947	\$76,924
Level III	\$56,491	\$64,965	\$83,038
Associate Inspector(DCA)			
Level I	\$52,430	\$60,294	\$71,193
Level II	\$57,743	\$66,404	\$78,907
Associate Investigator			
Level I	\$43,068	\$49,528	\$64,358
Level II	\$50,702	\$58,307	\$71,340
Associate Juvenile Counselor			
Level I	\$43,068	\$49,528	\$64,358
Level II	\$50,702	\$58,307	\$71,340

Associate Market Agent			
Level I	\$43,068	\$49,528	\$69,211
Level II	\$56,021	\$64,424	\$76,924
Associate Personnel Investigator			
Level I	\$43,068	\$49,528	\$64,358
Level II	\$50,702	\$58,307	\$71,340
Associate Program Officer (DFTA)	\$56,021	\$64,424	\$76,924
Case Aide	\$28,617	\$32,910	\$38,626
Caseworker ###, ####	\$34,977	\$40,224	\$59,903
Caseworker Trainee ****	\$27,197	\$31,277	\$38,498
Child and Family Specialist	\$61,574	\$70,810	\$83,038
Child Protective Specialist ###, #####, +			
Level I	See footnote	\$42,797	Flat Rate
Level II	See footnote		
After 6 months in title		\$46,479	Flat Rate
After 18 months in title		\$49,561	\$70,270
and satisfactory completion of probation			
Child Protective Specialist Supervisor ###, #####, +			
Level I	See footnote	\$56,821	\$77,361
Level II	See footnote	\$72,592	\$88,001
Child Welfare Specialist ###, #####. +			
Level I	See footnote	\$40,232	Flat Rate
Level II	See footnote		
After 6 months in title		\$43,843	Flat Rate
After 18 months in title		\$46,872	\$67,155
and satisfactory completion of probation			
Child Welfare Specialist Supervisor ###, #####, +			
Level I	See footnote	\$56,821	\$77,102
Level II	See footnote	\$68,402	\$85,026
Children's Counselor (Per Diem)	\$134.01	\$154.11	\$213.98
Children's Counselor ####	\$34,977	\$40,224	\$55,848
Claim Examiner **	\$34,977	\$40,224	\$55,848
Claim Specialist			
Level I	\$34,977	\$40,224	\$55,848
Level II	\$43,068	\$49,528	\$64,983
Level III	\$50,702	\$58,307	\$72,363
Community Assistant	\$27,421	\$31,534	\$35,573
Community Associate	\$32,321	\$37,169	\$53,788
Community Coordinator	\$45,615	\$52,457	\$70,810
Community Liaison Trainee	\$26,385	\$30,343	\$34,241
Community Liaison Worker	\$34,977	\$40,224	\$53,788
Community Liaison Worker (JOP)	\$34,977	\$40,224	\$53,788
Community Liaison Worker (OTB)			
Comm. Organization Spec. (Urban Renewal)	\$50,702	\$58,307	\$69,211
Community Service Aide (incl SAP)	\$24,756	\$28,469	\$29,735
Community Service Aide (JOP)	\$24,756	\$28,469	\$29,735
Compliance Aide (JOP)	\$29,775	\$34,241	Flat Rate
Congregate Care Specialist (ACS) (DJJ)			
Level I	See footnote	\$36,027	\$56,834
Level II	See footnote	\$43,327	\$64,068

Consultant (Day Camp)	\$56,021	\$64,424	\$76,924
Consultant (Early Childhood Education)			
Level I	\$56,021	\$64,424	\$76,924
Level II	\$60,183	\$69,211	\$83,038
Consultant(Mntl Hlth Stands & Serv.) **	\$50,702	\$58,307	\$69,211
Consultant (Public Health Social Work)	\$56,021	\$64,424	\$76,924
Contract Specialist			
Level I	\$35,011	\$40,263	\$59,381
Level II	\$43,112	\$49,579	\$66,581
Correctional Counselor	\$34,977	\$40,224	\$53,788
Corr. Standards Review Specialist			
Level I	\$41,693	\$47,947	\$59,441
Level II	\$51,688	\$59,441	\$73,797
Counselor (Addiction Treatment)	\$41,686	\$47,939	\$61,233
Level I	\$41,686	\$47,939	\$61,233
Level II	\$50,702	\$58,307	\$69,211
Level III	\$56,021	\$64,424	\$76,924
Day Care Eligibility Worker	\$34,977	\$40,224	\$55,848
Decedent Property Agent	\$34,977	\$40,224	\$53,788
Decedent Property Agent (Queens Co.)	\$34,977	\$40,224	\$53,788
Decedent Property Agent (Kings Co.)	\$34,977	\$40,224	\$53,788
Educational Counselor (DJJ)	\$33,496	\$38,520	\$53,176
Employee Assistance Counselor (OTB)			
Family Preservationist (JJ)	\$38,243	\$43,980	\$63,699
Field Investigation Specialist (LD)			
Level I	\$35,590	\$40,929	\$53,615
Level II	\$42,566	\$48,951	\$60,602
Level III	\$50,670	\$58,271	\$75,588
Fraud Investigator (DOSS)	\$34,977	\$40,224	\$55,848
Fraud Investigator			
Level I	\$34,977	\$40,224	\$59,903
Level II	\$43,068	\$49,528	\$67,856
Head Juvenile Counselor ###	\$56,021	\$64,424	\$76,981
Home Aide	\$26,385	\$30,343	\$34,241
Home Economist	\$43,068	\$49,528	\$69,211
Home Economist Trainee	\$34,977	\$40,224	\$53,788
Homemaker			
Level I	\$27,464	\$31,584	\$38,626
Level II	\$34,977	\$40,224	\$55,848
Hospital Care Investigator	\$34,977	\$40,224	\$53,788
Houseparent ***			
Basic Annual Rate	\$36,365	\$41,820	\$58,296
Hourly Basic Rate (1X)	\$11.6000	\$13.3400	\$18.6217
Hourly Overtime Rate (1.5X)	\$17.4200	\$20.0300	\$27.9257
Houseparent Aide	\$29,394	\$33,803	Flat Rate
Human Resources Aide **	\$26,385	\$30,343	\$34,241
Human Resources Spec. (incl. spec.)	\$34,977	\$40,224	\$55,848
Human Resources Tech. (incl. spec.)	\$26,385	\$30,343	\$34,241
Human Rights Specialist	\$41,627	\$47,871	\$66,075
Human Rights Specialist (CCHR)	\$41,627	\$47,871	\$66,075
	\$35,841	\$41,217	\$57,102

Inspector(DCA)			
	Level I	\$35,841	\$41,217 \$50,523
	Level II	\$44,794	\$51,513 \$57,102
Institutional Teacher (DJJ)			
	Level I	\$38,003	\$43,703 \$53,176
	Level II	\$47,540	\$54,671 \$66,824
Investigator Trainee ****		\$27,197	\$31,277 \$38,498
Investigator		\$34,977	\$40,224 \$55,848
Investigator (OTB)			
Investigator (Discipline) DOS, HRA, DJJ, DOC, DOH, DPR (ONLY)			
	Level I	\$35,659	\$41,008 \$53,712
	Level II	\$42,648	\$49,045 \$60,719
	Level III	\$50,770	\$58,385 \$75,735
Investigator Employee Discipline			
	Level I	\$35,670	\$41,021 \$54,548
	Level II	\$42,660	\$49,059 \$61,668
	Level III	\$50,783	\$58,401 \$76,913
Investigator (CCRB)			
	Level I	\$35,659	\$41,008 \$53,712
	Level II	\$42,648	\$49,045 \$60,719
	Level III	\$50,770	\$58,385 \$75,735
Job Opportunity Specialist		\$35,740	\$41,101 \$59,903
Junior Human Rights Specialist		\$34,630	\$39,824 \$45,694
Juvenile Counselor ###			
	Level I	\$34,977	\$40,224 \$50,641
	Level II	\$41,096	\$47,260 \$55,848
Market Aide			
Market Agent		\$34,977	\$40,224 \$49,528
Mental Health Worker		\$29,003	\$33,353 \$36,369
Peer Counselor			
	Level I	See footnote	\$31,665 \$34,417
	Level II	See footnote	\$34,417 \$38,547
	Level III	See footnote	\$39,010 \$43,599
Personnel Investigator		\$34,977	\$40,224 \$55,848
Precinct Community Relations Aide		\$13.67	Per Hour
	Hired After 6/30/86		\$15.72
	Hired 7/1/85 – 6/30/86		\$15.80
	Hired 7/1/84 – 6/30/85		\$15.86
	Hired Before 7/1/84		\$15.95
Precinct Community Relations Assoc.		\$16.30	\$18.75 Per Hour
Precinct Community Relations Coordinator		\$24.40	\$28.06 Per Hour
Principal Children's Counselor #####		\$56,021	\$64,424 \$76,981
Prin. Comm. Liaison Worker (w/certain exceptions)		\$50,702	\$58,307 \$71,340
Prin. Community Liaison Worker (OTB)			
Principal Correctional Counselor		\$50,702	\$58,307 \$69,211
Principal Home Economist		\$56,021	\$64,424 \$76,760
Principal Hospital Care Investigator		\$56,021	\$64,424 \$76,924
Principal Human Rights Specialist		\$58,689	\$67,492 \$88,295
Prin. Human Rights Specialist (CCHR)		\$58,689	\$67,492 \$88,295

Principal Juvenile Counselor	\$50,702	\$58,307	\$71,340
Principal Senior Citizen Specialist	\$50,702	\$58,307	\$69,211
Program Coordinator (JJ)	\$47,145	\$54,217	\$73,819
Program Evaluator (ACS)	\$56,021	\$64,424	\$83,038
Program Officer (DFTA)	\$47,930	\$55,119	\$69,211
Program Specialist (Correction)	\$50,702	\$58,307	\$69,211
Level I	\$35,751	\$43,414	\$58,307
Level II	\$50,702	\$58,307	\$69,211
Level III	\$56,021	\$64,424	\$76,924
Protection Agent (ACS)			
Level I	\$48,983	\$56,330	\$75,137
Level II	\$51,561	\$59,295	\$77,495
Research Asst. (Behavioral Sciences)	\$34,977	\$40,224	\$53,788
Sanitation Compliance Agent	\$28,850	\$33,177	\$36,564
Special Consultant (Mntl Health Stndrd & Services)			
Level I	\$50,702	\$58,307	\$69,211
Level II	\$60,183	\$69,211	\$83,038
Sr. Addiction Counselor #####			
Level I	\$48,669	\$55,969	\$70,099
Level II	\$53,534	\$61,564	\$77,108
Sr. Addiction Specialist (incl. spec.)	\$34,977	\$40,224	\$53,788
Sr. Area Services Coordinator	\$50,702	\$58,307	\$69,211
Sr. Children's Counselor #####	\$43,068	\$49,528	\$64,358
Sr. Citizen Aide (DFTA) Hired After 6/30/86	\$9.37	\$10.77	Per Hour
Hired 7/1/85 – 6/30/86	N/A	\$11.12	Per Hour
Hired 7/1/84 – 6/30/85	N/A	\$11.40	Per Hour
Hired Before 7/1/84	N/A	\$11.74	Per Hour
Sr. Citizen Specialist I (DFTA)	\$34,977	\$40,224	\$53,788
Sr. Citizen Specialist II (DFTA)	\$43,068	\$49,528	\$62,831
Sr. Citizen Specialist II (JOP)	\$43,068	\$49,528	\$62,831
Sr. Claim Examiner	\$43,068	\$49,528	\$64,983
Sr. Community Liaison Worker	\$39,143	\$45,014	\$58,307
Sr. Community Liaison Worker (OTB)			
Sr. Comm. Organization Spec.(Urban Renewal)	\$56,021	\$64,424	\$76,924
Sr. Consultant (Early Childhood Educ.)	\$60,183	\$69,211	\$83,038
Sr. Consultant (Mntl Hlth Stnds & Serv.) **	\$60,183	\$69,211	\$83,038
Sr. Consultant (Psychiatric Nursing)	\$60,183	\$69,211	\$83,038
Sr. Consultant (Pub. Health Social Wk)	\$60,183	\$69,211	\$83,038
Sr. Counselor (Addiction Treatment)	\$50,702	\$58,307	\$69,211
Sr. Homemaker	\$34,977	\$40,224	\$55,848
Sr. Hospital Care Investigator	\$43,068	\$49,528	\$62,831
Sr. Houseparent ***			
Basic Annual Rate	\$43,068	\$49,528	\$62,819
Hourly Basic Rate (1X)	\$13.7478	\$15.8100	\$20.0559
Hourly Overtime Rate (1.5X)	\$20.6300	\$23.7200	\$30.0918
Sr. Human Resources Spec.(incl. spec.)	\$43,068	\$49,528	\$64,358
Sr. Human Resources Tech.(incl. spec.)	\$30,933	\$35,573	\$41,820
Sr. Institutional Teacher (DJJ)**	\$43,068	\$49,528	\$66,824
Sr. Inspector of Ports and Terminals	\$43,068	\$49,528	\$62,831
Sr. Investigator	\$43,068	\$49,528	\$64,358

Sr. Investigator (OTB)			
Sr. Juvenile Counselor	\$43,068	\$49,528	\$64,358
Sr. Mental Health Worker	\$30,000	\$34,500	\$40,236
Sr. Program Specialist (Correction)	\$56,021	\$64,424	\$76,924
Sr. Social Worker (HCF) #####	\$45,463	\$52,283	\$65,222
Social Worker #####	\$43,068	\$49,528	\$61,233
Social Worker #####			
Level I	\$43,068	\$49,528	\$61,233
Level II	\$45,463	\$52,283	\$65,222
Level III	\$47,930	\$55,119	\$69,211
Level IV	\$56,021	\$64,424	\$76,924
Level V	\$61,574	\$70,810	\$83,038
Superintendent of Adult Institutions ##	\$56,021	\$64,424	\$83,038
Superintendent of Bridge House	\$43,068	\$49,528	\$62,831
Supervising Area Services Coordinator	\$56,021	\$64,424	\$76,924
Supervising Children's Counselor ####, #####	See footnote	\$58,307	\$71,340
Supervising Claim Examiner	\$50,702	\$58,307	\$72,363
Supervising Correctional Counselor	\$43,068	\$49,528	\$62,831
Suprvsg. Counselor (Add. Treatment)	\$56,021	\$64,424	\$76,924
Supervising Custodian of Children	\$50,702	\$58,307	\$69,211
Supervising Home Economist	\$50,702	\$58,307	\$76,924
Supervising Hospital Care Investigator	\$50,702	\$58,307	\$69,211
Supvsg Human Res. Spec.(incl spec.)	\$50,702	\$58,307	\$71,340
Supervising Human Rights Specialist	\$49,281	\$56,673	\$75,635
Supvsng Human Rights Spec.(CCHR)	\$49,281	\$56,673	\$75,635
Supvsg. Inspector of Ports & Terminals	\$50,702	\$58,307	\$69,211
Supervising Investigator	\$50,702	\$58,307	\$71,340
Supervising Investigator (OTB)			
Supervising Mental Health Worker	\$34,547	\$39,729	\$46,781
Suprvsr. (Methadone Treatment Center)	\$56,021	\$64,424	\$76,924
Supervisor of Child Care	\$50,702	\$58,307	\$76,924
Supervisor of Investigations (CCRB)	See footnote	\$64,560	\$82,339
Supvsr. of Youth Services (incl. spec.)	\$43,068	\$49,528	\$64,358
Supervisor I (Social Work) #####	\$47,930	\$55,119	\$69,211
Supervisor II (Social Work) #####	\$56,021	\$64,424	\$76,924
Supervisor III (Social Work) #####	\$61,574	\$70,810	\$83,038
Supervisor I (Social Services) ###	\$43,170	\$49,646	\$69,211
Supervisor II (Social Services) ###	\$50,702	\$58,307	\$76,924
Supervisor III (Social Services) ###	\$56,021	\$64,424	\$83,038
Teacher Aide (Day Care Center)	\$26,385	\$30,343	\$34,241
Youth Coordinator (Youth Services)	\$43,068	\$49,528	\$55,034
Youth Services Specialist	\$34,977	\$40,224	\$55,848

* Sept thru June: not to exceed 15 hours per week

** To be deleted

*** Notwithstanding the Equity Panel Award dated November 22, 1994, the annual salary rate for Houseparents and Senior Houseparents shall be based upon a work week of sixty (60) hours.

All time actually worked in a calendar week in excess of forty (40) hours shall be paid at the rate of time and one-half (1.5x) based on the hourly overtime rates set forth in the payable, above.

Employees hired to work a twelve (12) hour day on a per diem basis shall continue to be paid for the first eight (8) hours at straight time (1x) and the remaining four hours at time and one-half (1.5x) based on the hourly (1x) and hourly overtime (1.5x) rates set forth above.

**** Appointment rate shall be the minimum of the salary range for the Trainee title or the appointee's current salary in the eligible title, whichever is greater. Upon satisfactory completion of one year of training, each Trainee earning below the maximum salary shall continue to be paid \$1,308 effective 3/3/08.
Maturing Trainees are guaranteed an advancement increase of \$1,308 effective 3/3/08.

See Article III, Section 4, "New Hires"

Pursuant to the 1994 Addendum to the 95-00 Social Services Agreement dated December 9, 1999, the salary of the above-referenced title is equated to the salary of Supervisor III (Welfare) effective July 1, 1994.

Each appointment to this position above the hiring rate will be handled on a case by case basis.

Each appointment to this position at HHC above the hiring rate will be handled on a case by case basis.

footnote (#) is not applicable

+ Established by Resolution #98-12 effective November 12, 1998

Section 3. A. General Wage Increase

- a.** The general wage increases, effective as indicated, shall be:
 - i.** Effective March 3, 2008, Employees shall receive a general increase of 4%.
 - ii.** Effective March 3, 2009, Employees shall receive an additional general increase of 4%.
 - iii.** Part-time per annum, part-time per diem Employees (including seasonal appointees), per session and hourly paid Employees and Employees whose normal work year is less than a full calendar year shall receive the increases provided in subsections 3B(a)(i) and 3B(a)(ii) on the basis of computations heretofore utilized by the parties for all such Employees.

- b.** The increases provided for in Section 3B(a) above shall be calculated as follows:
 - i.** The general increase in Section 3B(a)(i) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on March 2, 2008;
 - ii.** The general increase in Section 3B(a)(ii) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on March 2, 2009.

- c.**
 - i.** The general increases provided for in this Section 3 shall be applied to the base rates, incremental salary levels, and the minimum “hiring rate” and “incumbent rate” and maximum rates (including levels), for the applicable titles.
 - ii.** A general increase of 5.47%, effective on the last day of the Agreement, and consistent with the terms of the Stipulation of Settlement (A-13472-10; BCB 2864-10) shall be applied to the following “additions to gross”: uniform maintenance allowances, assignment differentials, service increments, longevity differentials, longevity increments, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials. Recurring increment payments and supplemental increment payments are excluded from this provision.

Section 4. New Hires.

- a. The appointment rate for an employee newly hired on or after March 3, 2008 and appointed at a reduced hiring rate shall be the applicable minimum “hiring rate” set forth in subsections 2(a)(i)(1) and 2(b)(i)(1). On the two year anniversary of the employee’s original date of appointment, such employee shall be paid the indicated minimum “incumbent rate” for the applicable title that is in effect on such two year anniversary as set forth in subsection 2(a)(i)(2) and 2(b)(i)(2) of this Article III.

- b.
 - i. For a title subject to an incremental pay plan, the employee shall be paid the appropriate increment based upon the employee’s length of service. Section 2 of this Article III reflects the correct amounts and has been adjusted in accordance with the provisions of Section 3(c)(i) of this Article III.

 - ii. Employees who change titles or levels before attaining two years of service will be treated in the new title or level as if they had been originally appointed to said title or level on their original hiring date.

- c. For the purposes of Sections 4(a) and 4(b), employees 1) who were in active pay status before March 3, 2008, and 2) who are affected by the following personnel actions after said date shall not be treated as “newly hired” employees and shall be entitled to receive the indicated minimum “incumbent rate” set forth in subsections 2(a)(i)(2) and 2(b)(i)(2) of this Article III:
 - i. Employees who return to active status from an approved leave of absence.

 - ii. Employees in active status (whether full or part-time) appointed to permanent status from a civil service list, or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.

 - iii. Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or who were subject to involuntary redeployment.

 - iv. Provisional employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.

 - v. Permanent employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.

 - vi. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.

 - vii. A provisional employee who is appointed directly from one provisional appointment to another.

- viii. For employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor Relations is empowered to issue, on a case-by-case basis, interpretations concerning application of this Section 4. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in Article VI of this Agreement.
- d. The First Deputy Commissioner of Labor Relations may, after notification to the affected union(s), exempt certain hard to recruit titles from the provisions of subsection 4.

Section 5.

Each general increase provided herein, effective as of each indicated date, shall be applied to the rate in effect on the date as specified in Section 3 of this Article. In the case of a promotion or other advancement to the indicated title on the effective date of the general increase specified in Section 3 of this Article, such general increase shall not be applied, but the general increase, if any, for the title formerly occupied, effective on the date indicated shall be applied.

Section 6.

In the case of an Employee on leave of absence without pay the salary rate of such Employee shall be changed to reflect the salary adjustments specified in Article III.

Section 7.

- a. A person permanently employed by the Employer who is appointed or promoted on a permanent, provisional, or temporary basis in accordance with the Personnel Rules and Regulations of the City of New York or, where the Personnel Rules and Regulations of the City of New York are inapplicable to a public employer, such other Rules or Regulations as are applicable to the public employer, without a break in service to any of the following title(s) from another title in the direct line of promotion or from another title in the Career and Salary Plan, the minimum rate of which is exceeded by at least 8 percent by the minimum rate of the title to which appointed or promoted, shall receive upon the date of such appointment or promotion either the minimum basic salary for the title to which such appointment or promotion is made, or the salary received or receivable in the lower title plus the specified advancement increase, whichever is greater:

TITLE	3/3/08	3/2/10
Addiction Counselor Level I	\$1,293	\$1,364
Addiction Specialist (incl approved spec)	\$1,178	\$1,242
Administrator of Youth Services (incl spec)	\$1,762	\$1,858
Area Services Coordinator	\$1,293	\$1,364
Assistant Administrator of Youth Services	\$1,532	\$1,616

Assistant Supervisor of Youth Services (incl spec)	\$1,233	\$1,300
Associate Claim Examiner *	\$1,532	\$1,616
Associate Correctional Counselor Level I	\$1,293	\$1,364
Associate Fraud Investigator	\$1,532	\$1,616
Associate Human Rights Specialist	\$1,532	\$1,616
Associate Inspector (DCA)Level I	\$1,532	\$1,616
Associate Investigator	\$1,293	\$1,364
Associate Juvenile Counselor Level I	\$1,293	\$1,364
Associate Market Agent	\$1,293	\$1,364
Associate Personnel Investigator	\$1,293	\$1,364
Caseworker	\$1,178	\$1,242
Child Protective Specialist Supervisor Level I	\$2,002	\$2,112
Child Welfare Specialist Supervisor Level I	\$2,002	\$2,112
Claim Specialist Level II	\$1,532	\$1,616
Community Associate	\$1,233	\$1,300
Community Coordinator (with certain exceptions)	\$1,412	\$1,489
Community Liaison Worker (Level II)	\$1,178	\$1,242
Community Liaison Worker (JOP)	\$1,178	\$1,242
Community Liaison Worker (OTB)	\$1,178	\$1,242
Community Organization Specialist (Urban Renewal)	\$1,532	\$1,616
Consultant (Day Camp)	\$1,762	\$1,858
Consultant (Early Childhood Education)	\$1,762	\$1,858
Consultant (Public Health Social Work)	\$1,762	\$1,858
Correctional Counselor	\$1,178	\$1,242
Correctional Standards Review Specialist Level I	\$1,178	\$1,242
Counselor (Addiction Treatment)	\$1,293	\$1,364
Head Juvenile Counselor	\$1,762	\$1,858
Human Resources Specialist (incl approved spec)	\$1,178	\$1,242
Human Resources Technician (incl approved spec)	\$1,057	\$1,115
Inspector (DCA)	\$1,412	\$1,489
Principal Children's Counselor	\$1,762	\$1,858
Principal Community Liaison Worker (w/certain exceptions)	\$1,532	\$1,616
Principal Community Liaison Worker (OTB)	\$1,532	\$1,616
Principal Consumer Affairs Inspector *, ***	\$1,762	\$1,858
Principal Correctional Counselor *	\$1,353	\$1,427
Principal Home Economist	\$1,762	\$1,858
Principal Hospital Care Investigator	\$1,762	\$1,858
Principal Human Rights Specialist	\$1,940	\$2,046
Principal Juvenile Counselor *	\$1,532	\$1,616
Senior Addiction Counselor Level I	\$1,818	\$1,917
Senior Addiction Specialist (incl approved spec)	\$1,178	\$1,242
Senior Area Services Coordinator	\$1,532	\$1,616
Senior Children's Counselor	\$1,293	\$1,364
Senior Citizen Specialist II (DFTA)	\$1,293	\$1,364
Senior Citizen Specialist II	\$1,293	\$1,364
Senior Claim Examiner	\$1,532	\$1,616
Senior Community Liaison Worker	\$1,412	\$1,489
Senior Community Liaison Worker (OTB)	\$1,412	\$1,489

Senior Community Organization Specialist (Urban Renewal)	\$1,762	\$1,858
Senior Consultant (Early Childhood Education)	\$1,762	\$1,858
Senior Consultant (Mental Health Standards & Services)	\$1,762	\$1,858
Senior Consultant (Psychiatric Nursing)	\$1,762	\$1,858
Senior Consultant (Public Health Social Work)	\$1,762	\$1,858
Senior Consumer Affairs Inspector	\$1,412	\$1,489
Senior Counselor (Addiction Treatment)	\$1,532	\$1,616
Senior Homemaker	\$1,178	\$1,242
Senior Hospital Care Investigator	\$1,293	\$1,364
Senior Houseparent	\$1,293	\$1,364
Senior Human Resources Specialist (incl spec)	\$1,532	\$1,616
Senior Human Resources Technician (incl spec)	\$1,117	\$1,178
Senior Inspector of Ports and Trade	\$1,412	\$1,489
Senior Investigator	\$1,293	\$1,364
Senior Investigator (OTB)	\$1,293	\$1,364
Senior Juvenile Counselor *	\$1,293	\$1,364
Senior Mental Health Worker	\$1,178	\$1,242
Senior Social Worker	\$1,187	\$1,252
Social Worker **		
Level I	\$1,293	\$1,364
Level II	\$1,187	\$1,252
Level III	\$1,293	\$1,364
Level IV	\$1,532	\$1,616
Level V	\$1,762	\$1,858
Superintendent of Adult Institutions	\$1,762	\$1,858
Superintendent of Bridge House	\$1,412	\$1,489
Supervising Area Services Coordinator	\$1,762	\$1,858
Supervising Claim Examiner	\$1,590	\$1,677
Supervising Consumer Affairs Inspector	\$1,532	\$1,616
Supervising Correctional Counselor *	\$1,293	\$1,364
Supervising Counselor (Addiction Treatment)	\$1,762	\$1,858
Supervising Custodian of Children	\$1,532	\$1,616
Supervising Home Economist	\$1,532	\$1,616
Supervising Hospital Care Investigator	\$1,532	\$1,616
Supervising Human Resources Specialist (incl spec)	\$1,762	\$1,858
Supervising Human Rights Specialist	\$1,706	\$1,799
Supervising Inspector of Ports & Trade	\$1,532	\$1,616
Supervising Investigator	\$1,532	\$1,616
Supervising Investigator (OTB)	\$1,532	\$1,616
Supervising Mental Health Worker	\$1,412	\$1,489
Supervisor (Methadone Treatment Center)	\$1,762	\$1,858
Supervisor of Youth Services (incl spec)	\$1,293	\$1,364
Supervisor I (Social Work)	\$1,293	\$1,364
Supervisor II (Social Work)	\$1,532	\$1,616
Supervisor III (Social Work)	\$1,762	\$1,858
Supervisor I (Welfare)	\$1,293	\$1,364
Supervisor II (Welfare)	\$1,532	\$1,616
Supervisor III (Welfare)	\$1,762	\$1,858
Youth Services Specialist	\$1,178	\$1,242

* To be deleted when vacant

** An advancement increase shall be paid to employees in the title of Caseworker who are appointed to the title of Social Worker.

*** An advancement increase shall be paid to employees in the title of Supervising Consumer Affairs Inspector who are appointed to the title of Principal Consumer Affairs Inspector.

- b. An Employee assigned to a higher assignment *level* shall receive as of the effective date of such assignment, either the appointment rate for the assigned *level* or the rate received in the former *level* plus the specified level increase set forth below, whichever is greater.

TITLE	3/3/08	3/2/10
Addiction Counselor Level II	\$1,514	\$1,597
Associate Claim Examiner Level II **	\$1,590	\$1,677
Associate Correctional Counselor Level II	\$1,353	\$1,427
Associate Fraud Investigator Level II	\$1,762	\$1,858
Associate Human Rights Specialist Level II	\$1,940	\$2,046
Associate Inspector (DCA) Level II	\$1,762	\$1,858
Associate Investigator Level II	\$1,532	\$1,616
Associate Juvenile Counselor Level II	\$1,532	\$1,616
Associate Market Agent Level II	\$1,532	\$1,616
Associate Personnel Investigator Level II	\$1,532	\$1,616
Child Protective Specialist Supervisor Level II	\$2,002	\$2,112
Child Welfare Specialist Supervisor Level II	\$2,002	\$2,112
Claim Specialist Level III	\$1,590	\$1,677
Community Liaison Worker Level II	\$1,178	\$1,242
Community Liaison Worker Level III	\$1,412	\$1,489
Community Liaison Worker Level IV	\$1,532	\$1,616
Consultant (Early Childhood Education) Level II	\$1,762	\$1,858
Contract Specialist Level II	\$1,532	\$1,616
Correctional Standards Review Specialist Level II	\$1,293	\$1,364
Counselor (Addiction Treatment) Level II	\$1,532	\$1,616
Community Liaison Worker Level III	\$1,762	\$1,858
Fraud Investigator Level II	\$1,293	\$1,364
Homemaker Level II	\$1,178	\$1,242
Inspector (DCA) Level II	\$1,412	\$1,489
Institutional Teacher Level II	\$1,293	\$1,364
Juvenile Counselor Level II	\$1,178	\$1,242
Market Agent Level II	\$1,293	\$1,364
Market Agent Level III	\$1,532	\$1,616
Senior Addiction Counselor Level II	\$2,272	\$2,396
Special Consultant (Mntal Hlth Stnds & Serv) Level II	\$1,762	\$1,858

* Level Increase - Denotes payment due to assignment to a higher level within a title.

** To be deleted when vacant

- c. If a class of positions is reclassified by the Department of Citywide Administrative Services, advancement increase(s) for the affected class of positions set forth in Section 7(a) shall be deemed to be level increase(s), as appropriate.

Section 8. Longevity Increment:

- a. Employees with 15 years or more of “City” service in pay status shall receive a longevity increment of \$800 per annum, except those eligible for a longevity differential pursuant to Section 9 below shall not be eligible to receive this longevity increment unless specifically entitled.
- b. The rules for eligibility for the longevity increment described above in Section 8(a) shall be set forth in Appendix A of this Agreement and are incorporated by reference herein.
- c. The provisions of Section 3(c)(ii) of this Agreement shall not apply to the longevity increment set forth in this Section 8.

Section 9. Longevity Differential:

- a. Employees in the titles indicated below shall be entitled to the following longevity differentials based on service within the appropriate *occupational group*:

i. Effective March 3, 2008

TITLE	After 1 Year of Service	After 3 Years of Service	After 5 Years of Service	After 7 ½ Years of Service	After 15 Years of Service
Sr. Social Worker	\$758	\$1,515	\$2,272	\$3,182	\$4,397
Social Worker					
Supervisor I, II, III (Social Work)					
Associate Job Opportunity Specialist #	\$758	\$1,515	\$2,272	\$3,182	*
Associate Juvenile Counselor Level I, II *					
Caseworker *					
Child Protective Specialist Level I, II ***					
Child Protective Specialist Supervisor Level I, II ****					
Child Welfare Specialist Level I, II ***					
Child Welfare Specialist Supervisor Level I, II ****					
Head Juvenile Counselor *					
Institutional Teacher (DJJ)					
Investigator (HRA ONLY) *					
Job Opportunity Specialist *					
Juvenile Counselor *					
Principal Juvenile Counselor *, **					
Sr. Investigator (HRA ONLY) *					
Sr. Juvenile Counselor *, **					
Supervising Investigator (HRA ONLY) *					
Supervisor I, II, III (Social Services) *					

For the purpose of computing credited service for incumbent employees, eligibility shall be based on time in City Service. For new appointments thereafter, eligibility shall be based on service within the appropriate occupational group.

TITLE	After 1 Year of Service	After 3 Years of Service	After 5 Years of Service	After 7 ½ Years of Service	After 15 Years of Service
Associate Claim Examiner **	\$735	\$1,471	\$2,209	\$3,090	
Associate Fraud Investigator					
Associate Human Rights Specialist					
Associate Investigator					
Associate Personnel Investigator					
Claim Examiner **					
Claim Specialist Level I, II, III					
Consultant (MHSS) **					
Consultant (Day Camp)					
Consultant (PHSW)					
Consultant (ECE) Level I, II					
Field Investigator Spec. (Law Dept.)					
Fraud Investigator					
Fraud Investigator(DOSS)					
Human Rights Specialist					
Human Rights Specialist(CHR)					
Investigator					
Junior Human Rights Specialist					
Personnel Investigator					
Principal Human Rights Specialist					
Principal Human Rights Specialist (CHR)					
Senior Claim Examiner					
Senior Consultant (ECE) *					
Senior Consultant (MHSS) *, **	\$735	\$1,471	\$2,209	\$3,090	*
Senior Consultant (PHS) *					
Senior Consultant (Psy.Nursing) *					
Special Consultant (Mntl Health Stndrd & Services) Level I, II					
Sr. Investigator (ALL AGENCIES)					
Supervising Claim Examiner					
Supervising Human Rights Specialist					
Supervising Human Rights Specialist (CHR)					
Supervising Investigator (ALL AGENCIES)					
Hospital Care Investigator *	N/A	N/A	N/A	\$908	
Principal Hospital Care Investigator *					
Sr. Hospital Care Investigator *					
Supervising Hospital Care Investigator *					

* Shall be eligible to receive the Longevity Increment set forth in Article III, Section 8

ii. Effective March 2, 2010

TITLE	After 1 Year of Service	After 3 Years of Service	After 5 Years of Service	After 7 ½ Years of Service	After 15 Years of Service
Sr. Social Worker	\$799	\$1,598	\$2,396	\$3,356	\$4,638
Social Worker					
Supervisor I, II, III (Social Work)					
Associate Job Opportunity Specialist # (see: note)	\$799	\$1,598	\$2,396	\$3,356	*
Associate Juvenile Counselor Level I, II *					
Caseworker *					
Child Protective Specialist Level I, II ***					
Child Protective Specialist Supervisor Level I, II ****					
Child Welfare Specialist Level I, II ***					
Child Welfare Specialist Supervisor Level I, II ****					
Head Juvenile Counselor *					
Institutional Teacher (DJJ)					
Investigator (HRA ONLY) *					
Job Opportunity Specialist (see: note)					
Juvenile Counselor *					
Principal Juvenile Counselor *, **					
Sr. Investigator (HRA ONLY) *					
Sr. Juvenile Counselor *, **					
Supervising Investigator (HRA ONLY) *					
Supervisor I, II, III (Social Services) *					

Note: Section 9. applies prospectively to employees in the titles of Job Opportunity Specialist and Associate Job Opportunity Specialist (I, II, III). For the purpose of computing credited service for incumbent employees, eligibility shall be based on time in City service. For new appointments thereafter, eligibility for the longevity differentials shall be based on service within the appropriate *occupational group*. This schedule shall be in lieu of any other "additions-to-gross" provided under any other applicable collective bargaining Unit Agreement (exclusive of the Citywide Agreement) that may have been payable to employees in the affected titles.

Associate Claim Examiner **	\$775	\$1,551	\$2,330	\$3,259	
Associate Fraud Investigator					
Associate Human Rights Specialist					
Associate Investigator					
Associate Personnel Investigator					
Claim Examiner **					
Claim Specialist Level I, II, III					
Consultant(MHSS) **					
Consultant(Day Camp)					
Consultant(PHSW)					
Consultant (ECE) Level I, II					
Field Investigator Spec. (Law Dept.)					
Fraud Investigator					
Fraud Investigator(DOSS)					
Human Rights Specialist					
Human Rights Specialist(CHR)					
Investigator					
Junior Human Rights Specialist					
Personnel Investigator					
Principal Human Rights Specialist					
Principal Human Rights Specialist(CHR)					

Senior Claim Examiner					
Senior Consultant(ECE) *					
Senior Consultant(MHSS) *, **	\$775	\$1,551	\$2,330	\$3,259	*
Senior Consultant(PHS) *					
Senior Consultant(Psy.Nursing) *					
Special Consultant(Mntl Health Stndrd & Services) Level I, II					
Sr. Investigator (ALL AGENCIES)					
Supervising Claim Examiner					
Supervising Human Rights Specialist					
Supervising Human Rights Specialist(CHR)					
Supervising Investigator (ALL AGENCIES)					
Hospital Care Investigator *	N/A	N/A	N/A	\$958	
Principal Hospital Care Investigator *					
Sr. Hospital Care Investigator *					
Supervising Hospital Care Investigator *					

* Shall be eligible to receive the Longevity Increment set forth in Article III, Section 8

b. Employees in the titles indicated below shall be entitled to the following longevity differentials based on service in the indicated *title*:

i. Effective March 3, 2008

	After 2 Years of Service	After 5 Years of Service	After 7 Years of Service	After 15 Years of Service
(1) Consumer Affairs Inspector Inspector (Consumer Affairs) Level I	\$379	\$758	\$1,137	*
(2) Inspector (Consumer Affairs) Level II Senior Consumer Affairs Inspector	\$454	\$907	\$1,362	*
(3) Associate Inspector (Consumer Affairs) Level I Supervising Consumer Affairs Inspector	\$531	\$1,061	\$1,592	*
(4) Associate Inspector (Consumer Affairs) Level II Principal Consumer Affairs Inspector	\$605	\$1,211	\$1,817	*
(5) Market Aide Sanitation Compliance Agent	\$369	\$735	\$1,104	*
(6) Market Agent	\$442	\$882	\$1,323	*
(7) Associate Market Agent Level I	\$515	\$1,031	\$1,544	*
(8) Associate Market Agent Level II	\$587	\$1,177	\$1,765	*

Shall be eligible to receive the Longevity Increment set forth in Article III, Section 8

ii. **Effective March 2, 2010**

	After 2 Years of Service	After 5 Years of Service	After 7 Years of Service	After 15 Years of Service
(1) Consumer Affairs Inspector Inspector (Consumer Affairs) Level I	\$400	\$799	\$1,199	*
(2) Inspector (Consumer Affairs) Level II Senior Consumer Affairs Inspector	\$479	\$957	\$1,437	*
(3) Associate Inspector (Consumer Affairs) Level I Supervising Consumer Affairs Inspector	\$560	\$1,119	\$1,679	*
(4) Associate Inspector (Consumer Affairs) Level II Principal Consumer Affairs Inspector	\$638	\$1,277	\$1,916	*
(5) Market Aide Sanitation Compliance Agent	\$389	\$775	\$1,164	*
(6) Market Agent	\$466	\$930	\$1,395	*
(7) Associate Market Agent Level I	\$543	\$1,087	\$1,628	*
(8) Associate Market Agent Level II	\$619	\$1,241	\$1,862	*

* Shall be eligible to receive the Longevity Increment set forth in Article III, Section 8

c. The Longevity Differentials set forth in this Section 9 shall not become part of the basic salary rate and shall not be pensionable until they have been received by the Employee for two years. The longevity shall be effective on the January 1st, April 1st, July 1st, or October 1st immediately following the Employee's anniversary date.

Section 10 - Assignment Differentials:

a. The Employer agrees to pay the following per annum assignment differentials to Senior Homemakers and Homemakers Level II assigned additional duties of a supervisory or administrative nature:

Effective March 3, 2008 \$1,356	Effective March 2, 2010 \$1,430
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b. Health and Hospitals Corporation Only:

i. A differential in an amount equal to the advancement increase to Senior Hospital Care Investigator shall continue to be provided to each incumbent in the titles of Senior Hospital Care Investigator and Supervising Hospital Care Investigator who is regularly assigned to the Health and Hospitals Corporation Central Office Training and Liaison Unit.

- ii. Assignment differentials shall be paid to employees in the Hospital Care Investigator occupational group who are assigned to the Central Support Group. Such differential shall be in addition to any other differential paid pursuant to this Section 10 and shall continue for the period of such assignment. The pro-rated annual amounts for this differential are:

Effective March 3, 2008 \$493	Effective March 2, 2010 \$520
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- c. Assignment differentials shall be paid to Employees in the title of Community Assistant in the pro-rata annual amount listed below who are assigned the following duties:

- i. **For Supervisory Responsibility:**

Effective March 3, 2008 \$493	Effective March 2, 2010 \$520
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- ii. **For Senior Supervisory Responsibility:**

Effective March 3, 2008 \$983	Effective March 2, 2010 \$1,037
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- d. Employees in the Mental Health Worker occupational group who are assigned on a full-time basis to a correctional prison facility shall be paid a differential in the pro-rated annual amounts indicated below:

Effective March 3, 2008 \$736	Effective March 2, 2010 \$776
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- e. An Employee who is on the payroll as of May 1, 1979 in the title(s) Social Worker, Supervisor I, Supervisor II, Supervisor III and who is assigned by the Department of Health to a Department of Correction prison facility shall receive a differential in the pro-rated annual amounts listed below: In addition, up to fourteen (14) additional Employees in titles covered by this Agreement who are assigned to Riker's Island on a full-time basis shall be deemed eligible for the above-cited assignment differential based upon seniority in such assignment.

Effective March 3, 2008 \$1,276	Effective March 2, 2010 \$1,346
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- f. Employees in the titles of Juvenile Counselor, Associate Juvenile Counselor, Senior Juvenile Counselor, Principal Juvenile Counselor, and Head Juvenile Counselor who have valid New York State driver's licenses *and are required to drive* shall receive pro-rated annual differentials as follows:

Effective	Effective
March 3, 2008	March 2, 2010
\$615	\$649

- g. Caseworkers, Social Workers, Supervisors I, II and III employed in the Administration for Children's Services (formerly Child Welfare Administration/HRA) Field Offices and in specific units authorized and funded pursuant to the Equity Panel Reports dated September 13, 1983, May 27, 1986 and November 22, 1994): Confidential Investigations Unit, Emergency Children's Services, the Office of Case Management, the Office of Adoption and Placement Services, the Division of Adoption and Foster Care Services, Congregate Care and Auxiliary Services shall receive an assignment differential in the pro-rated annual amounts listed below.

Effective	Effective
March 3, 2008	March 2, 2010
\$1,836	\$1,936

- h. Pursuant to the terms set forth in the letter agreement entitled "SSC Reorganization" (dated December 29, 1987) employees of the Child Welfare Administration in the titles indicated below who are specifically assigned to Protective/Diagnostic, Family Services, Preventive Services, and Court Ordered Supervision Units shall receive an assignment differential in the pro-rated annual amounts listed below:

Title:	Effective	Effective
	March 3, 2008	March 2, 2010
Caseworker	\$1,561	\$1,646
Social Worker	\$2,294	\$2,419
Supervisor I (Welfare)	\$2,294	\$2,419
Supervisor II (Welfare)	\$2,522	\$2,660
Supervisor III (Welfare)	\$2,751	\$2,901
Supervisor I (Social Work)	\$2,294	\$2,419
Supervisor II (Social Work)	\$2,522	\$2,660
Supervisor III (Social Work)	\$2,751	\$2,901

- i. An assignment differential in the pro rata annual amount set forth below shall be paid to Employees in the titles listed below who are assigned to work in shelters in Family and Adult Services, Crisis Intervention Services, and the Emergency Assistance Units of HRA/DHS, in positions either with direct client contact or responsible for the supervision of Employees with direct client contact. Effective July 1, 1990, this assignment differential was extended to positions in the Crisis Unit, Family Hotel Program, and Single Room Occupancy Program

assigned to positions with direct client contact or with supervision of employees with direct client contact.

Eligible Titles

Assistant Superintendent of Welfare Shelters
 Caseworker
 Community Liaison Worker
 Human Resources Specialist
 Principal Community Liaison Worker
 Senior Community Liaison Worker

Senior Human Resources Specialist
 Senior Human Resources Technician
 Social Worker
 Supervising Human Resources Specialist
 Supervisor I, II, III

Effective
March 3, 2008
\$1,376

Effective
March 2, 2010
\$1,451

- j. An assignment differential in the pro rata annual amount set forth below shall be paid to those Employees of HRA assigned to Caseworker, Social Worker, and Supervisor I, II, III positions in Protective Service for Adults Units.

Effective
March 3, 2008
\$3,395

Effective
March 2, 2010
\$3,581

- k. An assignment differential in the pro rata annual amount set forth below shall be paid to those Investigators assigned to work as "Vault Inspectors" in the Finance Department.

Effective
March 3, 2008
\$2,628

Effective
March 2, 2010
\$2,772

- l. An assignment differential in the pro-rata annual amounts listed below shall be paid to Employees of HRA serving in the positions of Senior Center Director provided that they were so serving as of July 19, 1983; continued to serve as of December 13, 1984; and have not been appointed to the Civil Service title of Supervisor II (Welfare).

Effective
March 3, 2008
\$1,276

Effective
March 2, 2010
\$1,346

- m. An assignment differential in the pro-rata annual amounts listed below shall be paid to Community Assistants employed by the Department of Sanitation while assigned to the Lot Cleaning Program.

Effective
March 3, 2008
\$791

Effective
March 2, 2010
\$834

- n. An assignment differential in the pro-rata annual amounts listed below shall be paid to Assistant Community Liaison Workers and Community Liaison Workers while assigned to the Department of Housing Preservation and Development as compensation for the loss of promotional opportunities.

Effective March 3, 2008 \$791	Effective March 2, 2010 \$834
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- o. Unless otherwise specified in this Agreement, the assignment differentials listed in this Section 10 shall be continued only during the period of such assignment. In the event that an affected Employee is removed from such assignment, the assignment differential shall be discontinued. The payment of such differential shall not be considered as a promotion or change of title.

Section 11. Merit Increases

The Employer agrees to notify the Union of its intent to grant merit increases.

Section 12. Uniform Allowance:

- a. A uniform allowance in the annual amounts listed below shall be provided for Employees in the Homemaker occupational group and the title Home Aide who are required to wear a uniform:

Effective March 3, 2008 \$134	Effective March 2, 2010 \$141
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- b.
 - i. The Department of Health will supply Employees, who are required to wear a uniform, with a uniform. The uniform shall consist of not less than 2 shirts, 2 pairs of pants, 2 sets of long johns, 1 helmet, 1 pair of work shoes, 1 pair of work gloves, 1 rain slicker and a lined winter coat.
 - ii. No Employee shall be disciplined for reporting to work without an adequate uniform if that portion of his uniform which is missing was not issued by the Department or if a portion of said uniform is no longer functional for its prescribed purpose due to wear or job related damage. The Department will replace said uniform as soon as practicable.
 - iii. The Department shall maintain a varying supply of uniforms to cover the different sizes needed by its employees.

iv. First aid kits and heavy-duty cleaning facilities shall be provided at each work site for employees who work in the field. The hand cleaning facilities shall be adequate for cleanup after dealing with poisons and litter.

c. A uniform allowance in the pro-rata annual amount set forth below shall be provided to those Employees of the Department of Sanitation in the titles of Community Assistant, Community Associate and Community Coordinator assigned to the Lot Cleaning Program and required to wear uniforms.

TITLE	3/3/2008	3/2/2010
Community Assistant	\$564	\$595
Community Associate	\$336	\$354
Community Coordinator	\$336	\$354

d. A uniform allowance in the pro-rata annual amount set forth below shall be provided to those employees of the Department of Sanitation in the title of Sanitation Compliance Agent.

Effective	Effective
March 3, 2008	March 2, 2010
\$546	\$576

e. A uniform allowance in the pro-rata annual amount set forth below shall be provided to those employees of the Department of Sanitation in the title of Investigator assigned to the Medical Compliance Unit and required to wear uniforms.

Effective	Effective
3/3/08	3/2/10
\$336	\$354

f. A uniform allowance in the pro-rata annual amount set forth below shall be provided to those employees of the Department of Housing Preservation and Development who are assigned to the Office of Enforcement and Neighborhood Services in the following divisions: Housing Litigation Division (HLD); Special Enforcement Unit (SEU); Division of Maintenance (DOM); Alternative Enforcement Services; and Division of Neighborhood Preservation, and who are required to wear uniforms.

Effective
11/1/10
\$100

g. Uniform Maintenance Allowance

A uniform maintenance allowance in the pro-rata annual amount set forth below shall be provided to Juvenile Counselors and Associate Juvenile Counselors who are required to wear uniforms and are assigned to secure detention facilities in the ACS Division of Youth and Family Justice (DYFJ).

**Effective
11/1/11
\$100**

Section 13.

Persons reinstated to a title included in this Agreement shall receive, effective as of the date of such reinstatement, either the individual rate last received in such a position, or the minimum as of the date of reinstatement for the title to which reinstated, whichever of these alternative rates is higher.

Section 14. Training Fund:

A training fund contribution shall be paid in the amount of twenty-five (\$25) dollars per annum to the District Council 37 Educational Fund on behalf of each Employee in the titles listed below:

**Addiction Specialist (including approved specialties)
Assistant Community Liaison Worker
Assistant Superintendent of Bridge House
Assistant Youth Services Specialist
Case Aide
Community Assistant
Community Liaison Trainee
Community Service Aide
Correctional Aide
Home Aide
Homemaker
Human Resources Aide
Human Resources Technician (including approved specialties)
Mental Health Worker
Senior Human Resources Technician (including approved specialties)
Senior Mental Health Worker
Supervising Mental Health Worker
Teacher Aide (Day Care Center)**

Employees of non-Mayoral agencies shall be covered by such contribution provided the affected agency elects to have its Employees so covered and becomes an employer party to the agreement between the City and the Union, dated July 13, 1971, concerning the District Council 37 Education Fund.

This Section shall be subject to the waiver in Article IV, Section 1(b) and 1(c) of this Agreement.

Section 15. Annuity Fund.

- a. Effective March 3, 2008, the Employer shall continue to contribute to an existing annuity fund on behalf of full-time per annum and full-time per diem Employees, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each paid working day which amount shall not exceed \$684 for each Employee in full pay status in the prescribed twelve (12) month period, subject to the terms of a signed supplemental agreement approved by the Corporation Counsel. For Employees who work less than the number of hours for their full-time equivalent title, the employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution calculated against the number of hours associated with their full time equivalent title, which amount shall not exceed \$684 per annum for each Employee in full pay status in the prescribed twelve (12) month period.
- b. For Employees who work a compressed work week, the Employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each set of paid working hours which equate to the daily number of hours that title is regularly scheduled to work, which amount shall not exceed \$684 per annum for each Employee in full-pay status in the prescribed twelve (12) month period.
- c. For those Employees who are appointed on a seasonal basis, the Employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each paid working day, which amount shall not exceed \$684 per annum for each Employee in full pay status in the prescribed twelve (12) month period.

d. CONTRIBUTIONS:

For the purpose of Section 15(a), excluded from paid working days are all scheduled days off, all days in non-pay status, and all paid overtime. "All days in non-pay status" as used in this Section 15(d) shall be defined as including, but not limited to, the following:

- (1) **time on preferred or recall lists;**
- (2) **time on the following approved unpaid leaves:**
 - (a) **maternity/child care leave;**
 - (b) **military leave;**
 - (c) **unpaid time while on jury duty;**
 - (d) **unpaid leave for union business pursuant to Executive Order 75;**
 - (e) **unpaid leave pending workers' compensation determination;**
 - (f) **unpaid leave while on workers' compensation option 2;**

- (g) approved unpaid time off due to illness or exhaustion of paid sick leave;
- (h) approved unpaid time off due to family illness; and
- (i) other pre-approved leaves without pay;
- (3) time while on absence without leave;
- (4) time while on unapproved leave without pay; or
- (5) time while on unpaid suspensions.

e. DEFINITIONS:

“scheduled days off” shall mean: An Employee’s regular days off (“RDOs”). For example, Saturday and Sunday would be the scheduled days off for a full-time per annum employee working a Monday through Friday schedule.

ARTICLE IV - WELFARE FUND

Section 1.

- a. In accordance with the election by the Union pursuant to the provisions of Article XIII of the Citywide Agreement between the City of New York and related public employers and District Council 37, AFSCME, AFL-CIO, the Welfare Fund provisions of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to Employees covered by this Agreement.
- b. When an election is made by the Union pursuant to the provisions of Article XIII, Section 1 (b), of the Citywide Agreement between the City of New York and related public employers and District Council 37, AFSCME, AFL-CIO, the provisions of Article XIII, Section 1 (b) of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to Employees in the titles listed below, and when such election is made, the Union hereby waives its right to training, education and/or legal services contributions provided in this Agreement, if any. In no case shall the single contribution provided in Article XIII, Section 1(b) of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, exceed the total amount that the Union would have been entitled to receive if the separate contributions had continued.

Assistant Community Liaison Worker (OTB)
 Assistant Educational Counselor (JJ)
 Associate Inspector (DCA)
 Claim Examiner
 Claim Specialist
 Community Liaison Worker (OTB)
 Compliance Agent (Sanitation)

Investigator (Employee Discipline)
 Junior Human Rights Specialist
 Principal Community Liaison Worker (OTB)
 Principal Consumer Affairs Inspector
 Principal Human Rights Specialist
 Principal Inspector of Ports and Terminals
 Senior Claim Examiner

Compliance Aide (JOP)	Senior Community Liaison Worker (OTB)
Consultant (Public Health Social Work)	Senior Consultant (Psychiatric Nursing)
Consumer Affairs Inspector	Senior Consumer Affairs Inspector
Decedent Property Agent	Senior Institutional Teacher (JJ)
Decedent Property Agent (Queens County)	Senior Investigator *
Decedent Property Agent (Kings County)	Senior Investigator (OTB)
Educational Counselor (JJ)	Senior Inspector of Ports and Terminals
Employee Assistance Counselor	Supervising Claim Examiner
Human Rights Specialist	Supervising Consumer Affairs Inspector
Inspector of Ports and Terminals	Supervising Custodian of Children
Investigator *	Supervising Human Rights Specialist
Investigator (OTB)	Supervising Inspector of Ports and Terminals
Inspector (DCA)	Supervising Investigator *
Investigator (CCRB)	Supervising Investigator (OTB)
Investigator (Discipline) *	

* Except in HRA or successor agencies thereto.

The provisions of Section 1(c) of this Article shall be applicable to all other employees in titles covered by this Agreement.

- c. When an election is made by Local 371 or any locals affiliated with the Union pursuant to the provisions of Article XIII, Section 1(b), of the 1995-2001 Citywide Agreement or any successor(s) thereto, the provisions of Article XIII, Section 1(b), of the Citywide Agreement or any successor(s) thereto, shall be applicable to all employees in titles covered by this Agreement who are not listed in subsection 1(b) above and when such election is made, the Union hereby waives its right to training fund contributions provided in this Agreement. The single contribution provided in Article XIII, Section 1(b) of the Citywide Agreement or any successor agreement(s) thereto shall be paid into the Social Service Employees Union Local 371 Administrative Fund and shall be held by the trustees of that fund for the exclusive purpose of providing, through other trusteed funds, welfare, training, education and legal service benefits for the employees so covered as well as any other benefits the Employer and the local(s) agree upon. In no case shall the single contribution provided herein, exceed the total amount that the local(s) would have been entitled to receive if the separate contributions had continued.

Section 2.

Employees in the following titles employed on a per diem basis, and who average twenty (20) days of employment per month, shall receive the Administrative Fund coverage that applied to per annum Employees in their respective titles:

- Children's Counselor
- Community Liaison Worker
- Juvenile Counselor

This section shall be subject to the waiver in Section 1(b) of this Article IV.

Section 3.

The Human Resources Administration agrees to continue the policy of cooperation with graduate schools of social work allowing employees to remain on payroll as part of the school field placement as per existing practice.

Section 4.

For the purpose of Administrative Fund and contractual benefits other than pay, Employees in the title Community Assistant whose normal work week is 35 hours in training programs (other than in the Police and Fire and Sanitation Departments) shall be considered full-time Employees.

Section 5.

The Unions agree to provide welfare fund benefits to domestic partners of covered Employees in the same manner as those benefits are provided to spouses of married covered Employees.

Section 6.

In accordance with the Health Benefits Agreement dated January 11, 2001, each welfare fund shall provide welfare fund benefits equal to the benefits provided on behalf of an active Employee to widow(er)s, domestic partners and/or children of any Employee who dies in the line of duty as that term is referenced in Section 12-126(b)(2) of the New York City Administrative Code. The cost of providing this benefit shall be funded by the Stabilization Fund.

ARTICLE V - PRODUCTIVITY AND PERFORMANCE

Introduction

Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the Employer and the Union. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. To achieve and maintain a high level of effectiveness, the parties hereby agree to the following terms:

Section 1. Performance Levels

- (a) The Union recognizes the Employer's right under the New York City Collective Bargaining Law to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, to prepare work schedules and to measure the performance of each Employee or group of Employees. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on Employees are within the scope of collective bargaining. The Employer will give the Union prior notice of the establishment and/or revision of performance standards or norms hereunder.
- (b) Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable law.

Section 2. Supervisory Responsibility

- (a) The Union recognizes the Employer's right under the New York City Collective Bargaining Law to establish and/or revise standards for supervisory responsibility in achieving and maintaining performance levels of supervised Employees for Employees in supervisory positions listed in Article I, Section 1, of this Agreement. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on employees are within the scope of collective bargaining. The Employer will give the Union prior notice of the establishment and/or revision of standards for supervisory responsibility hereunder.
- (b) Employees who fail to meet such standards may be subject to disciplinary measures in accordance with applicable law.

Section 3. Performance Compensation

The Union acknowledges the Employer's right to pay additional compensation for outstanding performance.

The Employer agrees to notify the Union of its intent to pay such additional compensation.

ARTICLE VI - 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 rules or regulations, written policy or 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 or the Rules and Regulations of the Health and Hospitals Corporation with respect to those matters set forth in the first paragraph of Section 7390.1 of the Unconsolidated Laws 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;
- d. A claimed improper holding of an open-competitive rather than a promotional examination;
- e. A claimed wrongful disciplinary action taken against a permanent Employee covered by Section 75(1) of the Civil Service Law or a permanent Employee covered by the Rules and Regulations of the Health and Hospitals Corporation upon whom the agency head has served written charges of incompetence or misconduct while the Employee is serving in the Employee's permanent title or which affects the Employee's permanent status.

- f. A claimed wrongful disciplinary action taken against a full-time non-competitive class Employee with six (6) months service in title, except for Employees during the period of a mutually agreed upon extension of probation. This provision shall not apply to non-competitive class Employees with rights pursuant to Section 75(1) of the Civil Service Law.
- g. Failure to serve written charges as required by Section 75 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation upon a permanent Employee covered by Section 75(1) of the Civil Service Law or a permanent Employee covered by the Rules and Regulations of the Health and Hospitals Corporation where any of the penalties (including a fine) set forth in Section 75(3) of the Civil Service Law have been imposed.
- h. A claimed wrongful disciplinary action taken against an eligible provisional employee of a Mayoral agency who has served without a break in service for two years in the same or similar title or related occupational group in the same agency on a full-time per annum or full-time per diem basis and assigned regularly to work the normal, full-time work week established for that title.

Section 2.

The Grievance Procedure, except for grievances as defined in Sections 1(d), 1(e), 1(f), and 1(h) of this Article, 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 employees may present the grievance at Step I. All grievances must be presented in writing at all steps in the grievance procedure. For all grievances as defined in Section 1(c), no monetary award shall in any event cover any period prior to the date of the filing of the Step I grievance unless such grievance has been filed within thirty (30) days of the assignment to alleged out-of-title work. No monetary award for a grievance alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be issued unless such grievance has been filed within the time limitation set forth in Step I below for such grievances; if the grievance is so filed, any monetary award shall in any event cover only the period up to six years prior to the date of the filing of the grievance.

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 except that grievances alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be presented no later than 120 days after the first date on which the grievant discovered the payroll error. The Employee may also request an appointment to discuss the grievance and such request shall be granted. 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.**

The following STEP I(a) shall be applicable only in the Health and Hospitals Corporation in the case of grievances arising under Section 1(a) through 1(c) of this Article and shall be applied prior to Step II of this Section:

STEP I(a) An appeal from an unsatisfactory determination at STEP I shall be presented in writing to the person designated by the agency head for such purpose. An appeal must be made within five (5) work days of the receipt of the STEP I determination. A copy of the grievance appeal shall be sent to the person who initially passed upon the grievance. The person designated to receive the appeal at this STEP I shall meet with the Employee and/or the Union for review of the grievance and shall issue a determination to the Employee and/or the Union by the end of the fifth work day following the day on which the appeal was filed.

STEP II An appeal from an unsatisfactory determination at STEP I or STEP I(a), 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. An appeal must be made within five (5) work days of the receipt of the STEP I or STEP I(a) 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 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 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. 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.

As a condition to the right of the Union to invoke impartial arbitration set forth in this Article, including the arbitration of a grievance involving a claimed improper holding of an open-competitive rather than a promotional examination, 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(s) 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 4.

- a. Any grievance under Section 1 (d) relating to a claimed improper holding of an open-competitive rather than a promotional examination shall be presented in writing by the Employee or the Union representative to the Commissioner of Labor Relations not later than thirty (30) days after the notice of the intention to conduct such open-competitive examination, or copy of the appointing officer's request for such open-competitive examination, as the case may be, has been posted in accordance with Section 51 of the Civil Service Law. The grievance shall be considered and passed upon within ten (10) days after its presentation. The determination shall be in writing, copies of which shall be transmitted to both parties to the grievance upon issuance.
- b. A grievance relating to the use of an open-competitive rather than a promotional examination which is unresolved by the Commissioner of Labor Relations may be brought to impartial arbitration as provided in Sections 2 and 3 above. Such a grievance shall be presented by the Union, in writing, for arbitration within 15 days of the presentation of such grievance to the Commissioner of Labor Relations, and the arbitrator shall decide such grievance within 75 days of its presentation to the arbitrator. The party requesting such arbitration shall send a copy of such request to the other party. The costs and fees of such arbitration shall be borne equally by the Employer and the Union.

Section 5. Disciplinary Procedure for Permanent Competitive Employees

In any case involving a grievance under Section 1 (e) of this Article, the following procedure shall govern upon service of written charges of incompetence or misconduct:

STEP A Following the service of written charges, a conference with such Employee shall be held with respect to such charges by the person designated by the agency head to review a grievance at STEP I of the Grievance Procedure set forth in this Agreement. The Employee may be represented at such conference by a representative of the Union. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference.

If the Employee is satisfied with the determination in STEP A above, the Employee may choose to accept such determination as an alternative to and in lieu of a determination made pursuant to the procedures provided for in Section 75 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation. As a condition of accepting such determination, the Employee shall sign a waiver of the Employee's right to the procedures available to him or her under Sections 75 and 76 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation.

STEP B (i) If the Employee is not satisfied with the determination at STEP A above then the Employer shall proceed in accordance with the disciplinary procedures set forth in Section 75 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation. As an alternative, the Union with the consent of the Employee may choose to proceed in accordance with the Grievance Procedure set forth in this Agreement, including the right to proceed to binding arbitration pursuant to STEP IV of such Grievance Procedure. As a condition for submitting the matter to the Grievance Procedure the Employee and the Union shall file a written waiver of the right to utilize the procedures available to the Employee pursuant to Sections 75 and 76 of the Civil Service Law or the Rules and Regulations of

the Health and Hospitals Corporation or any other administrative or judicial tribunal, except for the purpose of enforcing an arbitrator's award, if any. Notwithstanding such waiver, the period of an Employee's suspension without pay pending hearing and determination of charges shall not exceed thirty (30) days.

STEP B (ii) If the election is made to proceed pursuant to the Grievance Procedure, an appeal from the determination of STEP A above, shall be made to the agency head or designated representative. The appeal must be made in writing within five (5) work days of the receipt of the determination. The agency head or designated representative shall meet with the Employee and the Union for review of the grievance and shall issue a determination to the Employee and the Union by the end of the tenth work day following the day on which the appeal was filed. The agency head or designated representative shall have the power to impose the discipline, if any, decided upon, up to and including termination of the accused Employee's employment. In the event of such termination or suspension without pay totaling more than thirty (30) days, the Union with the consent of the grievant may elect to skip STEP C of this Section and proceed directly to STEP D.

STEP C If the grievant is not satisfied with the determination of the agency head or designated representative the grievant or the Union may appeal to the Commissioner of Labor Relations in writing within ten (10) days of the determination of the agency head or designated representative. The Commissioner of Labor Relations shall issue a written reply to the grievant and the Union within fifteen (15) work days.

STEP D If the grievant is not satisfied with the determination of the Commissioner of Labor Relations, the Union with the consent of the grievant may proceed to arbitration pursuant to the procedures set forth in STEP IV of the Grievance Procedure set forth in this Agreement.

Section 6. Disciplinary Procedure for Non-Competitive Employees

In any case involving a grievance under Section 1(f) of this Article, the following procedures shall govern upon service of written charges of incompetence or misconduct:

STEP I Following the service of written charges, a conference with such Employee shall be held with respect to such charges by the person designated by the agency head to review a grievance at STEP I of the Grievance Procedure set forth in this Agreement. The Employee may be represented at such conference by a representative of the Union. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference.

STEP II If the Employee is dissatisfied with the determination in Step I above, he or she may appeal such determination. The appeal must be made within five (5) working days of the receipt of such determination. Such appeal shall be treated as a grievance appeal beginning with Step II of the Grievance Procedure set forth herein.

Section 7. Disciplinary Procedure for Provisional Employees

In any case involving a grievance under Section 1(h) of this Article, the "Disciplinary Procedure for Provisional Employees", including side-letter, appended, shall govern.

Section 8. Group Grievances

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 except that a grievance concerning Employees of the Health and Hospitals Corporation may be filed directly at STEP II of the grievance procedure. 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. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance.

Section 9.

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 10.

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 that only the Union may invoke impartial arbitration under STEP IV.

Section 11.

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 12.

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 13.

A non-Mayoral agency not covered by this Agreement but which employs Employees in titles identical to those covered by this Agreement may elect to permit the Union to appeal an unsatisfactory determination received at the last step of its Grievance Procedure prior to arbitration on fiscal matters only to the Commissioner of Labor Relations. If such election is made, the Union shall present its appeal to the Commissioner of Labor Relations in writing within ten (10) work days

of the receipt of the last step determination. The Union should submit copies of the grievance filings at the prior steps of its Grievance Procedure and any agency responses thereto. Copies of such appeals shall be sent to the agency head. The Commissioner of Labor Relations, or the Commissioner's designee, shall review all such appeals and answer all such appeals within fifteen (15) work days. An appeal from a determination of the Commissioner of Labor Relations may be taken to arbitration under procedures, if any, applicable to the non-Mayoral agency involved.

Section 14.

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 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.

Section 15. Expedited Arbitration Procedure.

- a. The parties agree that there is a need for an expedited arbitration process which would allow for the prompt adjudication of grievances as set forth below.
- b. The parties voluntarily agree to submit matters to final and binding arbitration pursuant to the New York City Collective Bargaining Law and under the jurisdiction of the Office of Collective Bargaining. An arbitrator or panel of arbitrators, as agreed to by the parties, will act as the arbitrator of any issue submitted under the expedited procedure herein.
- c. The selection of those matters which will be submitted shall include, but not limited to, out-of-title cases concerning all titles, disciplinary cases wherein the proposed penalty is a monetary fine of one week or less or written reprimand, and other cases pursuant to mutual agreement by the parties. The following procedures shall apply:
 - i. **SELECTION AND SCHEDULING OF CASES:**
 - (1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 14 and notify the parties of proposed hearing dates for such cases.
 - (2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) to raise any objections thereto.
 - (3) If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any time prior to the scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of Disputes of the Office of Collective Bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.

- (4) No case shall be submitted to the expedited arbitration process without the mutual agreement of the parties.

ii. **CONDUCT OF HEARINGS:**

- (1) The presentation of the case, to the extent possible, shall be made in the narrative form. To the degree that witnesses are necessary, examination will be limited to questions of material fact and cross examination will be similarly limited. Submission of relevant documents, etc., will not be unreasonably limited and may be submitted as a “packet” exhibit.
- (2) In the event either party is unable to proceed with hearing a particular case, the case shall be rescheduled. However, only one adjournment shall be permitted. In the event that either party is unable to proceed on a second occasion, a default judgment may be entered against the adjourning party at the Arbitrator’s discretion absent good cause shown.
- (3) The Arbitrator shall not be precluded from attempting to assist the parties in settling a particular case.
- (4) A decision will be issued by the Arbitrator within two weeks. It will not be necessary in the Award to recount any of the facts presented. However, a brief explanation of the Arbitrator’s rationale may be included. Bench decisions may also be issued by the Arbitrator.
- (5) Decisions in this expedited procedure shall not be considered as precedent for any other case nor entered into evidence in any other forum or dispute except to enforce the Arbitrator’s award.
- (6) The parties shall, whenever possible, exchange any documents intended to be offered in evidence at least one week in advance of the first hearing date and shall endeavor to stipulate to the issue in advance of the hearing date.

ARTICLE VII - TRANSFER POLICY

This Article shall apply only to the Administration for Children’s Services (“ACS”), the Department of Correction (“DOC”), the Department of Employment (“DOE/DYCD”), the Department of Health and Mental Hygiene (“DOH/MH”), the Department of Homeless Services (“DHS”), the Department of Housing Preservation and Development (“HPD”), the Department of Juvenile Justice (“DJJ”), the Department of Small Business Services, the Department of Youth and Community Development (“DYCD”), the Health and Hospitals Corporation (“HHC”), the Human Resources Administration (“HRA”), and successor agencies thereto.

Section 1. Definitions:

- a. **TRANSFER:** The term transfer shall mean the shifting of an Employee from one program, division, Health and Hospitals Corporation institution, or site used by an agency to another, without any significant change in duties, responsibilities and remuneration, except the following personnel actions shall not be considered transfers:
- i. The movement within the Human Resources Administration as defined in Section 2(d) below shall not be considered a transfer.
 - ii. A change of physical location within a Health and Hospital Corporation institution or Central Office Cost Group does not constitute a transfer.
 - iii. The initial assignment of newly appointed Employees after an initial period of training.
 - iv. Reassignment of Employees returning from unpaid leave of more than twenty-three (23) working days. Where feasible, Employees returning from such leaves shall not be assigned to a location which creates a hardship for them.
- b. **HARDSHIP:** The term hardship shall mean an undue burden to an Employee resulting from a proposed involuntary transfer which results in:
- i. An increase in travel time to fifty-five (55) minutes or more for any Employee who is a City resident;
 - ii. An increase in travel time to one and one-quarter (1-1/4) hours or more if the Employee is not a City resident;
 - iii. Documented serious family, personal or medical problems.
- c. **TRAVEL TIME:** The term travel time shall mean running time as established by the Transit Authority and/or any private carrier.
- d. **VOLUNTARY TRANSFER REQUEST FILE:**
- i. The term voluntary transfer request file for Mayoral Agencies shall mean a file maintained by the Agency of all requests for transfers made by Employees. All voluntary transfer requests shall expire at the end of the calendar year except for those submitted in the last three (3) months of the year. These requests shall remain in effect during the following calendar year.
 - ii. **For the Health and Hospitals Corporation only:**
Voluntary Transfer Request List: The term voluntary transfer request list shall mean a list maintained by Central Office and each institution or other

premises used by HHC of all requests for transfer made by Employees in the Hospital Care Investigator occupational group.

- (1) The original of the transfer request is to be sent to the Patient Accounts Manager of the institution to which the employee wishes to transfer. Copies are to be sent to the Personnel Director of the institution to which the Employee wishes to transfer, Central Office, and the Patient Accounts Manager and the Personnel Director of the institution where the Employee is currently working. The Transfer Request List maintained at the Central Office shall take precedence.
- (2) The life of the list shall be one calendar year. All requests submitted on or after December 15th shall remain in effect for the following calendar year.
- (3) If an Employee is offered an opportunity to transfer and declines such transfer, the transfer request shall be removed from the file and Central Office shall be notified of such action. All declinations shall be in writing.

e. SENIORITY:

- i. In Mayoral Agencies, the term seniority shall mean an Employee's service in title, including uninterrupted provisional service and temporary Civil Service, time spent on a preferred list and time spent in a previous title if the Employee has been "6.1.9'd" into his/her current title.
- ii. For Employees in the Hospital Care Investigator occupational group the term seniority shall mean an Employee's service in title, including uninterrupted provisional and temporary service. An Employee who worked in the Department of Social Services prior to July 1, 1970, in the Caseworker occupational group whose title was changed to the equivalent title within the Hospital Care Investigator occupational group, retains as his or her date of entry into that title, his or her date of appointment to his or her former Caseworker occupational group title.
- iii. **For all other Employees in HHC covered by this Agreement the term seniority shall mean:**
 - (1) The length of continuous service in the parent affiliate and continuous full-time Corporation employment since July 1, 1972 or July 1, 1973, depending upon when they were transferred to the Corporation payroll.
or
 - (2) The length of continuous full-time Corporation and Department of Hospitals employment in the Employee's current and previous title (or titles) including all provisional and temporary service.

- f. **QUALIFICATIONS:** In HRA, the term qualifications shall mean the skills or abilities required for the performance of the tasks of a position as identified in the non-managerial performance evaluation Functionally Assigned Cluster of Tasks (FACT), and/or education, training or work experience identified by HRA as required for the position.
- g. **SECONDARY VACANCY:** The term secondary vacancy shall mean a vacancy created by the voluntary transfer of an Employee which vacancy the Agency has decided to fill.

Section 2. ACS, HRA, DHS, DJJ, DOE/DYCD and SBS Transfer Procedure:

When the Agency (ACS, HRA, DHS, DJJ, DOE/DYCD, or SBS) decides it is necessary to transfer Employees in any title into a particular work location or locations, such transfers shall be made in accordance with the following provisions:

a. VOLUNTARY TRANSFERS:

- i. Employees who possess the required qualifications, if any, from the Voluntary Transfer Request File, regardless of location, in seniority order.
- ii. Any additional volunteers, who possess the required qualifications, if any, regardless of location, in seniority order.
- iii. Notwithstanding the above, the Agency reserves the right to limit the number of volunteers transferring from any particular location to fill a vacancy in the period of a year to no more than 10 percent of Employees, but not less than one (1) Employee, in the title affected. For purposes of this clause, the year shall be defined as July 1 to June 30.

b. INVOLUNTARY TRANSFERS:

If there are insufficient volunteers to fill the vacancies the Agency desires to fill, or if secondary vacancies are created, the following procedure shall govern:

- i. The Agency shall select a location or locations as a source for such transfers. The Agency may establish limits on the number of Employees in a particular title to be involuntarily transferred from any particular work location.
- ii. The following order of priority among Employees possessing the required qualifications, if any, shall be followed:
 - (1) Volunteers from within the designated locations up to the established limits, if any.
 - (2) Non-volunteers by inverse order of seniority, except employees who fall within the Section 2(b)(ii)(3) shall, for the purpose of this Section 2(b)(ii) be the last to be involuntarily transferred. If such employees are transferred involuntarily, they shall be transferred in order set forth in Section 2(b)(ii)(3).

- (3) Exceptions:
 - (a) Employees under extended probation or special evaluatory supervision who have received written notice of such status.
 - (b) Employees involuntarily transferred twice within the previous twelve (12) months.
 - (c) Travel hardship cases.
 - (d) Medical or personal hardship cases.

c. MISCELLANEOUS PROVISIONS:

- i. Requests for transfer to any position which the Agency may decide to fill by transfer shall be submitted on a form provided by the Agency for this purpose directly to the HRA Transfer Unit with a copy to the location administration. The Transfer Unit shall maintain a voluntary transfer request file of such requests.
- ii. When the Agency decides to fill a vacancy by transfer, the Union will be advised of the date of such decision and whether there are sufficient volunteers on file.
- iii. Employees in the voluntary request file shall be granted transfers in order of seniority to positions which the Agency has decided to fill by transfer. Such transfers may not be granted to employees falling within the priority category in Section 2(b)(ii)(3).
- iv. At least five (5) working days prior to the filling of a vacancy which the Agency decides to fill by transfer and has the authority to fill (except for vacancies filled pursuant to Section 2(c)(x) on an emergency basis), notice of such vacancy shall be posted on relevant Agency bulletin boards. Qualified Employees wishing to volunteer shall submit a written request. *This subsection shall not be applicable if there are sufficient names in the voluntary transfer request file to fill the vacancies.*
- v. Employees shall receive receipts for voluntary transfer requests and rescissions.
- vi. Notwithstanding any other provisions, the Agency may limit the number of voluntary transfers for any employee to no more than one in any twelve (12) month period.

vii. Hardships:

- (1) Travel hardship cases shall be judged by the Agency based upon the Employee's last official address on file with the Agency's personnel division or bureau. Employees notifying the Agency's personnel division or bureau of a change of address shall receive a receipt attesting to the fact that he/she has filed the necessary change.
- (2) When an Employee submits a medical or personal hardship, the Agency must immediately give a receipt and give a written decision to the Employee in a timely manner. Approval of such a request shall include the length of time of such approval.
- (3) In the event that a claimed hardship is invalidated or disallowed by the Agency, the matter shall be subject to the grievance procedure directly to Step II or, at the option of the Union, directly to arbitration. If an involuntary transfer is imminent, an expedited Step III determination shall be issued.
- (4) An Employee who has requested exemption from the performance of some of the duties of his/her title and has been determined by the Agency to have a medical hardship which makes it unfeasible for said employee to perform field or other duties shall, where feasible, be reassigned to an appropriate vacancy within the work location or be given preference when there is an appropriate vacancy which the agency has determined to fill by transfer. Otherwise, at the Agency's discretion, such an employee may be involuntarily transferred to an appropriate vacancy. Involuntary transfers shall be in inverse order of seniority from among any such affected employees, and the hardship priorities of Section 2(b)(ii)(3) shall apply.

viii. The Agency shall not transfer any Employee as a penalty without the presentation of charges in accordance with established disciplinary procedures.

ix. Upon notification by the Union, the Agency, where feasible, agrees to effectuate a mutual exchange of employees wishing to transfer between two locations. Such exchanges shall be based on seniority within the respective locations. Denial of such exchanges shall not be arbitrary and capricious.

x. The Agency shall have the right to transfer an Employee on an emergency basis for not more than fifteen (15) working days. Extensions of this period shall be made by mutual consent of the parties. Where feasible, the Agency will not assign an Employee on an emergency basis more than once every six (6) months. The need for an emergency transfer shall be declared by the agency head or his/her designee.

- xi. Employees to be involuntarily transferred shall be given a list of vacancies which are to be filled. The Employee shall have the right, in seniority order, to select any such vacancy for which he/she meets the requirements, if any.
 - xii. The Agency agrees that workers to be involuntarily transferred shall receive five (5) working days notice in writing, where feasible.
 - xiii. Where feasible, the voluntary transfer request file shall be utilized before Employees are reassigned to new locations.
 - xiv. The reporting date of an Employee selected for voluntary transfer shall not be unreasonably delayed.
 - xv. The Office of Personnel Services shall return to the Employee any request for transfer submitted which does not contain the qualifications, if any, for the position.
- d. If the Agency wishes to reassign Employees between two locations performing the same or similar functions in the same site and program, the following procedure shall govern:
 - i. The Agency after determining the number of Employees in title to be transferred, shall reassign between the locations in order of seniority from the available volunteers.
 - ii. If there are insufficient volunteers, the Agency shall reassign involuntarily in accordance with the applicable provisions of Section 2(b)(ii) above.
 - e. Variations of this Section 2 may be made with the mutual consent of the Agency and the Union.

Section 3. HHC Transfer Procedure (Hospital Care Investigator Occupational Group Only):

- a. Transfers shall be made on the basis of greatest seniority from among Employees on the voluntary transfer request list; provided, however, that an institution or Central Office Cost Group may require facility in a specified foreign language, in which event the most senior employee possessing facility in such language shall be transferred. The vacancy shall be for specific shifts and work days if so stated but in no event shall such work schedule be considered permanent.
- b. **LIMITATIONS TO AN EMPLOYEE'S ENTITLEMENT TO TRANSFER:**
 - i. An Employee who is on his or her probationary period following permanent appointment from the Civil Service List shall not be entitled under the terms of this Agreement to a transfer until completion of such probationary period.
 - ii. A provisional Employee with less than six (6) months of service in the title shall not be entitled under the terms of this Agreement to a transfer.

- iii. An Employee who has disciplinary action pending or who is under special evaluatory supervision shall not be entitled under the terms of this Agreement to a transfer.
- iv. An Employee shall not be entitled under the terms of this Agreement to a transfer until completion of one (1) year of service following a voluntary transfer to the Employee's current location.
- v. An institution or Central Office Cost Group may refuse to honor a transfer request from an Employee who has previously worked at such location and whose services were not satisfactory at such location during the period of employment at such location. Such refusal shall not be arbitrary and capricious. However, the employee will not be denied eligibility to transfer to any other available vacancy.

c. POSTING:

At least five (5) working days prior to the filling of a vacancy which the institution or Central Office Cost Group decides to fill and has authority to fill, notice of such vacancy shall be posted on the bulletin board and a copy of such posting given to the local Union representative of that institution or Central Office Cost Group.

- d. Variations of this Section 3 may be made with the mutual consent of HHC and the Union.

Section 4. HHC Transfer Procedure (Except Hospital Care Investigator Occupational Group):

- a. Voluntary transfers between hospitals when vacancies arise shall be made on the basis of greatest seniority in the hospital or other work location from among per annum Employees who are qualified. Involuntary transfers shall be made on the basis of least seniority within a hospital. However, if transfers are directed out of seniority, such transfers should not be arbitrary and capricious. Any complaint with respect to such transfers shall constitute a grievance subject to the grievance procedure under this Agreement.

b. POSTING:

- i. At least five (5) working days prior to the filling of a vacancy which the institution or central office location decides to fill and has authority to fill, notice of such vacancy shall be posted on the bulletin board and a copy of such posting given to the local Union representative of that institution or central office location.
- ii. Within five (5) working days of the posting of such notice, any qualified Employee wishing to volunteer for such vacancy shall submit a written memorandum to the Personnel Director of the institution or central office location where the vacancy occurs, stating his or her name, title, present position, length of time on staff and in a brief statement any other data which he or she believes to be relevant.

- c. Variations of this Section 4 may be made with the mutual consent of HHC and the Union.

Section 5. DOC, DOH/MH (except Community Service Aides) & HPD Transfer Procedure:

When the Agency [DOC, DOH/MH or HPD] decides to transfer Employees in any title (except Community Service Aides) into or out of a particular work location or locations, such transfers shall be made in accordance with the following provisions:

a. VOLUNTARY TRANSFERS: The following order of priority for voluntary transfers shall be followed:

- i. Employees from the voluntary transfer request list in order of seniority.
- ii. Any additional volunteers in seniority order.

b. INVOLUNTARY TRANSFERS: The following order of priority shall be followed:

- i. Non-volunteers by inverse order of seniority, except Employees who fall within the Section 5(b)(ii) shall, for the purpose of this Section 5(b) be the last to be involuntarily transferred. If such Employees are transferred involuntarily, they shall be transferred in order set forth in Section 5(b)(ii).

ii. Exceptions:

- (a) Employees under extended probation or special evaluatory supervision who have received written notice of such status.
- (b) Employees involuntarily transferred twice within the previous twelve (12) months.
- (c) Travel hardship cases.
- (d) Medical or personal hardship cases.

c. MISCELLANEOUS PROVISIONS:

- i. The Agency shall grant normal transfers from the voluntary transfer request list in seniority order on a regular routine basis. Such transfers may not be granted to Employees falling within the priority subsections listed in Section 5(b)(ii)(a) and 5(b)(ii)(b). Notwithstanding the preceding limitation, Employees who have been involuntarily transferred twice within the last twelve (12) months may be granted a voluntary transfer.
- ii. Notwithstanding any other provisions, the Agency may limit the number of voluntary transfers for any Employee to no more than one (1) in any twelve (12) month period.
- iii. The Agency shall not transfer any Employee as a penalty without the presentation of charges in accordance with established disciplinary procedures.
- iv. Travel hardship cases shall be judged by the Agency based upon the Employee's last

official address on file with the Agency's personnel division or bureau. Employees notifying the Agency's personnel division or bureau of a change in address shall receive a receipt attesting to the fact that he or she has filed the necessary change.

- v. The validity of an Employee's claim for medical or personal hardship shall be mutually agreed upon by the Agency and the Union. In the event of a dispute, the Agency shall have the right to transfer or pass over the employee pending the final resolution of the dispute.
 - vi. In the event that a claimed hardship is invalidated or disallowed by the Agency, the matter shall be subject to the grievance procedure directly to Step II or, at the option of the Union, directly to arbitration.
 - vii. The Agency may establish eligibility requirements for transfers to fill vacancies limited to time in service and specialized skills, or specialized training.
 - viii. The Agency shall have the right to transfer an Employee on an emergency basis for not more than fifteen (15) working days.
 - ix. At least five (5) working days prior to the filling of a vacancy which the Agency decides to fill by transfer and has the authority to fill (except for vacancies filled pursuant to Section 5(c)(viii) on an emergency basis), notice of such vacancy shall be posted on relevant Agency bulletin boards. Qualified Employees wishing to volunteer shall submit a written request. This clause shall not be applicable if there are sufficient names on the voluntary transfer request list to fill the vacancies.
 - x. Employees to be involuntarily transferred shall be given a list of vacancies which are to be filled. The Employee shall have the right, in seniority order, to select any such vacancy for which he/she meets the requirements, if any.
- d. Variations of this Section 5 may be made with the mutual consent of the Agency and the Union.

ARTICLE VIII - PERSONNEL PRACTICES

Section 1.

Employees of the Human Resources Administration who are newly hired, reinstated or due to be restored to payroll and who are not paid on the first pay day after their appointment date or return to active employment shall, upon request, until paid, receive an advance each pay day in an amount equal to the amount specified for new hires in relevant Human Resources Administration procedures.

Section 2.

Any Employee shall be given a one day leave with pay, without charge to annual leave or overtime credits, on each day that such Employee is scheduled and required to take a G.E.D. examination, up to a limit of four (4) examinations per annum.

Section 3.

Any Employee required by the Employer to take a physical examination shall be allowed sufficient time to do so without charge to leave credits. For the Homemaker occupational group, or the Home Aide title, wherever possible such examinations shall be scheduled in the morning, and if the examination must be scheduled in the afternoon, the Employee shall be allowed a full day without charge to leave credits for such examination.

Section 4.

Upon assignment to a new case a Homemaker or Senior Homemaker or Home Aide shall be given available pertinent information required to effectively perform their duties with respect to such case.

Section 5.

When Employees receive their pay checks in advance of their normal pay day and when the agency has advance notice of the alternate pay procedure, every reasonable effort will be made to have the Employees in the Homemaker occupational group and Home Aide title paid at the same time as other employees.

Section 6.

Wherever possible, travel time shall be taken into consideration in the assignment of Homemakers, Senior Homemakers, and Home Aides.

Section 7.

Searches of Employees in the Correctional Counselor occupational group shall be done in accordance with Department of Correction procedures.

Section 8.

Employees in the Human Resources Administration, in agency-approved school programs, shall be given field placements as agreed to by the educational institution and the Agency.

Section 9.

For Community Assistants, Community Associates, and Community Coordinators only, if equipment is lost or stolen or damaged while the Employee is properly executing his or her job function and through no fault of his or her own, such lost, stolen or damaged property shall not be charged against the Employee.

Section 10.

Any Employee who is shifted to duties or functions substantially different from those performed prior to the shift shall be provided with the appropriate training as may be required by the Agency.

Section 11.

The parties agree that the relationship between Employer and Employee shall be dignified and professional at all times. This means that the Employer and Employees shall not use indecent, abusive, profane language and/or behavior. Claimed violations of this provision are limited to such language and/or behavior.

Section 12.

Each Employee of the Department of Health in the Community Service Aide title who works with poisons or litter shall be entitled to a physical examination and tetanus inoculation prior to employment. Thereafter, on paid working time, on a biannual basis, an examination shall be conducted for the detection of poisons. If a medical condition develops in the course of and as a result of working with poisons or litter, that Employee shall be entitled to another such examination immediately.

Section 13.

On satisfactory completion of the probationary period, all Employees in the Juvenile Counselor occupational group shall have institutional seniority from the date of first employment in any classification and departmental seniority from the date of first employment in a department. Regularly part-time employees in such occupational group shall have separate seniority from regular employees and shall be subordinate to regular employees. Any reassignment within the Agency shall not affect the departmental seniority of an employee in such occupational group as long as that Employee is in an equivalent department and holding the same title.

Section 14.

The Employer agrees to provide for all Mayoral agency employees covered by this Agreement, if the size of the affected staff warrants, a lounge area in (1) a building where the Employer moves into newly rented offices; (2) a newly constructed building owned by the Employer; and (3) Employer offices in existence at the time of signing this Agreement if space is available.

Section 15.

In the Human Resources Administration the Employer agrees that Employees who are promoted and assigned to a new work location shall report to their new assignment on the date determined by OPS except in the case of an emergency determined by OPS.

Section 16.

The Agency shall review the voluntary transfer request file and, where feasible, transfer qualified volunteers before new hires or promotions.

ARTICLE IX - HOURS AND SCHEDULES

Section 1.

All Employees in the Homemaker occupational group and Home Aide title shall be allowed necessary travel time to obtain their paychecks on pay day. Where possible all other Employees shall be allowed necessary time to obtain their paychecks on pay day. If time cannot be granted, every effort shall be made to deliver the checks to the employee's work assignment on pay day.

Section 2.

Homemakers and Senior Homemakers assigned to a child care case for a whole day shall not be replaced by any other Homemaker or Senior Homemaker for any part of that day, except in an emergency.

Section 3.

The Employer, when administratively possible, shall grant an alternate work schedule to an employee who requests such schedule for good and sufficient reason. The decision on such requests shall be made by the agency head or his/her designee. Rejection of such request shall be subject to the grievance procedure.

Section 4.

Employees who have physical handicaps which make it difficult for them to use public transportation during rush hours shall be granted fifteen (15) minute travel periods at the beginning and end of their normal work shift or a single thirty (30) minute travel period either at the beginning or end of their normal work shift.

Section 5.

Each Employee who is eligible for a uniform allowance shall be allowed one-half day per year without loss of pay or loss of leave time or overtime to purchase uniforms, so long as the business hours of the uniform vendors coincide with the respective working schedules of such Employees.

Section 6.

The following shall apply when an individual's normal work week schedule is to be changed within the same work location:

- i. Volunteers who are qualified in order of seniority.
- ii. Non-volunteers who are qualified in inverse order of seniority.

Section 7.

Voluntary changes from one shift to another shall be made on the basis of greatest seniority in the work location from among per annum employees who are qualified. Involuntary changes shall generally be made on the basis of least seniority of those qualified within a work location; however, if changes are directed out of seniority, such changes should not be arbitrary and capricious. In the event that HRA establishes new shifts, qualified incumbent per annum Employees at the affected work location whose shifts most closely approximate the new shifts shall have, if practicable, priority according their seniority in filling vacancies on the new shift. A complaint with respect to such changes shall constitute a grievance subject to the grievance procedure under this Agreement.

Section 8.

For Home Aides who are not assigned to a normal Monday through Friday work week there shall be an equitable rotation of weekend and holiday assignments.

Section 9.

Work schedules for employees in the Houseparent occupational group shall be posted two (2) weeks in advance. No changes shall occur in these schedules except in an emergency.

Section 10.

In lieu of the provisions of Article III, Section 2 of the Citywide Agreement [Holiday Premium Pay] or any successor agreement thereto, employees in the Juvenile Counselor Occupational Group assigned to “seven day work charts” shall receive two (2) “chart days” off every six (6) weeks. In addition, such Employees assigned to “seven day work charts” which include a shift overlap shall receive an additional “chart day” off every nine (9) weeks. Such “chart days” shall be fixed as a part of the aforementioned “seven day charts.” The Department of Juvenile Justice shall inform the Union in advance of any modifications of the work charts.

Effective as soon as practicable on or after March 14, 2007, to coincide with the beginning of a regularly scheduled pay period, “Employees assigned to ‘seven day work charts’ which include a shift overlap” shall receive for each such day actually worked an additional fifteen minutes (00:15:00) compensation in cash at the straight-time rate in lieu of the above-referenced “additional ‘chart day’ off every nine (9) weeks.”

Section 11.

Where feasible, Employees shall be assigned to a schedule to enable them to attend school. This provision shall not be subject to the grievance procedure.

Section 12.

In the Human Resources Administration, transfers and transfer requests shall be for specific shifts, but in no event shall such work schedule be considered permanent.

ARTICLE X - HOLIDAYS AND LEAVE

Section 1.

In the scheduling of vacations for Employees pursuant and subject to the vacation policy and procedures of the respective agency, the Employer agrees that all authorized vacation picks for Employees shall be by seniority in the employees’ Civil Service title, including all uninterrupted provisional and temporary time. Choice for Employees assigned to work units which require unit-wide coverage shall be determined by title seniority among Employees in the respective unit. Choice for Employees assigned to work units which require broader coverage shall be determined by title seniority among affected Employees.

Section 2.

- a. The Human Resources Administration shall authorize leave with pay for Employees to attend approved work related conferences with preference given to the most senior employee in title who has not attended another conference within the calendar year preceding the first day of the conference. The Administrator/Commissioner or the Office or person delegated by the Administrator/Commissioner shall make the determination of those titles and functions which are eligible for attendance, and the number of days to be credited under conference leave provisions. Whole bureaus shall not be excluded from attending a specific conference

except by the determination of the Administrator/Commissioner or the Office or person delegated to make such determinations. The HRA retains the right to limit authorization for leave to attend such conferences based upon staff needed in specific locations.

- b. Employees of other agencies may obtain leave with pay to attend approved work related conferences upon the approval of the agency head or his or her designee(s).
- c. The Union and the Employees shall be notified sufficiently in advance of approved conferences.
- d. Time required and spent by an Employee in traveling to and from an approved conference or educational seminar during his or her normal work schedule shall be included in any paid leave of absence granted for such purpose by the Employer, provided that the employee travels to and from the conference by the most expeditious means.

Section 3.

All Employees of the Human Resources Administration shall be permitted to take annual leave and sick leave allowances as such allowances accrue, subject to the rules and regulations of the agency.

Section 4.

The Employer agrees for Employees in the Human Resources Administration to consider, upon application of the Employee involved, the granting of up to one (1) additional year of leave-of-absence for purposes of child care, beyond the three (3) years of combined confinement and child care leave, pursuant to Section 5.1 of the Leave Regulations.

Section 5.

Decisions on requests for annual leave or for leave with pay to attend approved conferences pursuant to Article X, Section 2, shall be made within seven (7) working days of submission except for requests which cannot be approved at the local level or requests for leave during the summer peak vacation period or other such periods for which the Employer has established and promulgated a schedule for submission and decision of leave requests.

Section 6.

All Employees shall be notified by posting on bulletin boards of professional enhancement programs authorized by the Agency and relevant to their title and program with equal opportunity to apply for same regardless of location or bureau.

Section 7.

Vacations for Employees in Juvenile Counselor occupational group may be taken at any time of the year subject to the approval and staffing needs of the Agency.

Section 8.

Employees requesting leave without pay shall receive a definitive response from the Agency within thirty (30) calendar days of the date of submission.

ARTICLE XI - TRANSPORTATION AND REIMBURSEMENT

Section 1.

Each Employee who is assigned to a car territory shall be supplied by the Employer with a sign suitable for display from a car visor and/or windshield. Such sign shall bear the words "Official Business...(Department or Agency)" and shall bear a reproduction of the Official Seal.

Section 2.

The Employer shall make every possible effort to provide free parking facilities close to the work location for employees assigned to car territory assignments.

Section 3.

Employees shall be reimbursed for actual expenses for transportation in the field on bus, subway, or elevated lines over the fastest route of such transportation when the distance to be traveled by any mode is six (6) city blocks or more or the equivalent.

Section 4.

All money for the reimbursement of Employee expenses not collected by an Employee within two (2) months following its availability, shall be mailed to the home of the Employee, whether or not such Employee's services have terminated.

Section 5.

Employees who are authorized and required to spend part of a work day at a school shall be reimbursed for necessary transportation between the school and the Employee's work location.

Section 6.

An Imprest Fund to pay in advance for the transport of children shall be continued. Any Employee authorized and required to transport a minor child after 4:00 p.m. may use a taxi to do so (within the New York City limits and the counties of Nassau, Suffolk, Westchester, Rockland, Bergen, Union, Hudson, Middlesex and Essex) and shall be entitled to use a taxi to return from the transport destination to the Employee's home.

When an Employee is authorized and required to transport a minor child after 4:00 p.m. to other than the above listed counties: 1) he/she may use taxis to the public transportation's embarkation point; 2) from the public transportation's debarkation point to the transport destination; 3) from the transport destination back to public transportation, and 4) from the public transportation's debarkation point in the New York City area back to the Employee's home.

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Section 7.

Every effort shall be made to maintain sufficient sums in the Imprest Fund so that Employees authorized and required to transport a minor child or adult shall be able to do so without using their personal funds.

Section 8.

Employees in the titles Community Assistant, Community Associate and Community Coordinator shall be reimbursed for all authorized and required job related expenses. Such authorization shall be in writing.

Section 9.

Any field worker assignment in the Human Resources Administration which contains a substantial number of cases, the addresses for which are not readily accessible to public transportation, shall be considered a car territory assignment.

Section 10.

Any Employee required by HRA to transport an adult shall be provided with transportation by HRA or given taxi fare in lieu thereof.

ARTICLE XII - LABOR-MANAGEMENT COMMITTEE

Section 1.

- a. 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 fifty (50) employees [For the Human Rights Specialist occupational group, the number of Employees shall be ten (10)].
- b. Each labor-management committee shall consider and recommend to the agency head changes in the working conditions of the Employees within the agency, including developments in the reorganization of the Human Resources Administration and the decentralization of billings and collections procedures of the Health and Hospitals Corporation, and the practical impact of such developments upon Employees. The labor-management committee shall not consider items subject to the grievance procedure.
- c. Each labor-management committee shall consist of six (6) members who shall serve for the term of this Agreement. The Union shall designate three (3) members and the agency head shall designate three (3) members. The appointing party shall have the right to remove its designees upon notice to the other party. Each member may designate one (1) alternate. Each committee shall select a chairperson from among its members at each meeting. The

Union may, through its members on the committee, designate up to a maximum of four (4) consultants to attend a particular meeting. The agency shall have the same right.

The chair 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.

- d. The labor-management committee shall meet at the request 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 the other party with a written agenda of matters to be discussed. Minutes shall be kept and copies supplied to all members of a committee.

Section 2.

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 other applicable Executive Order.

Section 3.

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 Employer business.

Section 4.

- a. The Human Resources Administration shall provide a bulletin board or portion of a bulletin board in each location for the posting of legitimate and proper Union material. Sufficient space shall be made available to permit 8-1/2 inch by 14 inch notices to appear. The Union shall have the sole and exclusive use of such bulletin boards or portions thereof.
- b. In other agencies 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.
- c. All notices shall be on Union stationery, and shall be used only to notify Employees of matters pertaining to Union affairs.

Section 5.

The Employer agrees to make every reasonable effort to supply the Union with information regarding changes in working conditions, changes in job content, changes in programs, or functions prior to proposed implementation of such changes.

Section 6.

The Employer shall provide the Union every three (3) months with a seniority list covering all employees in the Human Resources Administration. The Employer also shall provide a monthly list of all newly hired employees.

Section 7.

The Employer agrees in Mayoral agencies only, to grant super-seniority in all involuntary transfers to one (1) duly designated and registered Union representative in each work location of the Department of Social Services, and the Human Resources Administration with from 1 to 24 employees; two (2) such representatives for locations with 25 to 124 employees; three (3) such representatives for locations with 125 to 174 employees and one (1) such additional representative for every 50 additional employees; and one (1) such representative in each work location in other agencies where there are more than twenty-five (25) employees.

Section 8.

Designated Union Chapter officers shall receive super-seniority for those involuntary transfers which would remove them from their Chapter as follows: three (3) designated Union representatives from the Social Services Employees Chapter of Local 371; and two (2) designated Union representatives each from the Local 371 Bureau of Child Welfare Chapter and the Shelter and Institutional Employees Chapter.

Section 9.

The Employer, recognizing that adequate training and staff development programs are desirable management goals, agrees to discuss these items with the Union within the respective labor-management committees.

Section 10.

The question of appropriate training for Employees to perform their duties under any form of reorganization shall be referred to the labor-management committee.

Section 11.

In the Human Resources Administration the Union shall be notified in advance of any final decision with respect to any change in classification of positions occupied by employees covered by this Agreement.

ARTICLE XIII - DISCIPLINARY PROCEEDINGS

This Article shall apply when an Employee of the Human Resources Administration is summoned to an interview which may lead to a disciplinary action which is conducted by someone outside the normal supervisory chain of command.

- a. Employees who are summoned to the appropriate office of the Department shall be notified in writing at least two (2) work days in advance of the day on which the interview or hearing is to be held, and a statement of the reason for the summons shall be attached, except where an emergency is present or where considerations of confidentiality are involved.
- b.
 - i. Whenever such an Employee is summoned for an interview or hearing for the record which may lead to disciplinary action, he or she shall be entitled to be accompanied by no more than two (2) Union representatives, one of whom may be a lawyer, and he or she shall be informed of this right. If a statement is taken, he or she shall be entitled to a copy.
 - ii. An interview may be held which is not in accordance with these conditions.
However, such an interview shall not be considered a part of the Employee's personnel file or record and neither the fact of the interview nor any statements made at the interview by either the Employer or the Employee may be used in any subsequent Employer proceeding against the Employee.
 - iii. Wherever possible, such hearings and interviews shall be held in physical surroundings which are conducive to privacy and confidentiality.

ARTICLE XIV - CITYWIDE ISSUES

This Agreement is subject to the provisions, terms and conditions of the Agreement which has been or may be negotiated between the City and the Union recognized as the exclusive collective bargaining representative on Citywide matters which must be uniform for specified employees, including the Employees covered by this Agreement.

Employees in Rule X titles shall receive the benefits of the *Citywide Agreement* unless otherwise specifically excluded herein.

ARTICLE XV - 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 XVI - 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 XVII - 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 XVIII - 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 XIX - CONTRACTING-OUT CLAUSE

The problem of "Contracting Out" or "Farming Out" of work normally performed by personnel covered by this Agreement shall be referred to the Labor-Management Committee as provided for in Article XII of this Agreement.

ARTICLE XX - CIVIL SERVICE AND CAREER DEVELOPMENT

A joint committee composed of representatives of the Office of Management and Budget, the Office of Labor Relations, Department of Citywide Administrative Services, the Health and Hospitals Corporation, and the Union shall meet to study problems related to career development and retention of personnel, and where deemed necessary make recommendations to the appropriate Employer officials.

WHEREFORE, we have hereunto set our hands and seals this ^{17th} day of August, 2012.

FOR THE CITY OF NEW YORK AND RELATED
PUBLIC EMPLOYERS AS DEFINED HEREIN:

BY: *James F. Hanley*
JAMES F. HANLEY
Commissioner of Labor Relations

FOR DISTRICT COUNCIL 37,
AFSCME, AFL-CIO:

BY: *Lillian Roberts*
LILLIAN ROBERTS
Executive Director

FOR THE NEW YORK CITY HEALTH
AND HOSPITALS CORPORATION:

BY: *Salvatore J. Russo*
SALVATORE J. RUSSO
Senior Vice President and General Counsel

FOR SSEU, LOCAL 371,
AFSCME, AFL-CIO

BY: *Anthony Wells*
ANTHONY WELLS
President

APPROVED AS TO FORM:

BY: *Paul T. Rephen*
PAUL T. REPHEN
Acting Corporation Counsel

DATE SUBMITTED TO THE FINANCIAL CONTROL BOARD: ~~REGISTRATION~~ 2012

UNIT: Social Services & Related Titles ("SSRT")

TERM: March 3, 2008 – March 2, 2010

OFFICE OF LABOR RELATIONS	
REGISTRATION 2012	
OFFICIAL	CONTRACT
12008	DATE: August 17, 2012

Appendix A

Longevity Increment Eligibility Rules

The following rules shall govern the eligibility of Employees for the longevity increments provided for in Article III, Section 8 of the 2008 - 2010 Social Services & Related Titles Agreement.

1. Only service in pay status shall be used to calculate the 15 years of service, except that for other than full time per annum employees only a continuous year of service in pay status shall be used to calculate the 15 years of service. A continuous year of service shall be a full year of service without a break of more than 31 days. Where the regular and customary work year for a title is less than a twelve month year, such as a school year, such regular and customary year shall be credited as a continuous year of service counting towards the 15 years of service. If the normal work year for an Employee is less than the regular and customary work year for the Employee's title, it shall be counted as a continuous year of service if the Employee has customarily worked that length work year and the applicable agency verifies that information.
2. Service in pay status prior to any breaks in service of more than one year shall not be used to calculate the 15 years of service. Where an employee has less than seven years of continuous service in pay status, breaks in service of less than one year shall be aggregated. Where breaks in service aggregate to more than one year they shall be treated as a break in service of more than one year and the service prior to such breaks and the aggregated breaks shall not be used to calculate the 15 years of service. No break used to disqualify service shall be used more than once.
3. The following time in which an Employee is not in pay status shall not constitute a break in service as specified in paragraph 2 above:
 - a. Time on a leave approved by the proper authority which is consistent with the Personnel Rules and Regulations of the City of New York or the appropriate personnel authority of a covered organization.
 - b. Time prior to a reinstatement.
 - c. Time on a preferred list pursuant to Civil Service Law Sections 80 and 81 or any similar contractual provision.
 - d. Time not in pay status of 31 days or less.Notwithstanding the above, such time as specified in subsections a, b and c above shall not be used to calculate the 15 years of service.
4. Once an Employee has completed the 15 years of "City" service in pay status and is eligible to receive the \$800 longevity increment, the \$800 shall become part of the Employee's base rate for all purposes except as provided in paragraph 5 below.
5. The \$800 longevity increment shall not become pensionable until fifteen months after the Employee begins to receive such \$800 increment. Fifteen months after the Employee begins to receive the \$800 longevity increment, such \$800 longevity increment shall become pensionable and as part of the Employee's base rate, the \$800 longevity increment shall be subject to the general increases provided in Article III, Section 3(a) of this Agreement.

12008



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
 40 Rector Street, New York, NY 10006-1705
<http://nyc.gov/olr>

JAMES F. HANLEY
Commissioner

Lillian Roberts, Executive Director
 District Council 37, AFSCME, AFL-CIO
 125 Barclay Street
 New York, New York 10007

Anthony Wells, President
 SSEU, Local 371, AFSCME, AFL-CIO
 817 Broadway
 New York, New York 10003

RE: Disciplinary Procedures and the District Attorneys

Dear Ms. Roberts and Mr. Wells:

This is to confirm our mutual understanding regarding Article VI of the Social Services and Related Titles Agreement and its applicability to the District Attorneys' Offices.

1. It is understood that the District Attorneys have not elected to be covered by subsections 1(e), 1(f), 1(g), and 1(h) of said Article VI and that these subsections do not currently apply to the employees of the District Attorneys' Offices.
2. It is further understood that disciplinary procedures are a mandatory subject of bargaining for non-exempt, non-confidential employees of the District Attorney Offices.
3. This letter shall be deemed an appendix to the 2008- 2010 SSRT. The terms set forth herein shall remain in force until the termination date of the 2008-2010 SSRT, except as may be modified by any written agreement(s) approved by the District Attorneys' Offices, collectively or individually.

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

Sincerely,


JAMES F. HANLEY

AGREED OF BEHALF OF DC 37

BY: 
 LILLIAN ROBERTS

AGREED OF BEHALF OF LOCAL 371

BY: 
 ANTHONY WELLS

12008

DISCIPLINARY PROCEDURE FOR PROVISIONAL EMPLOYEES

1. Purpose

New York State Civil Service Law, Article 4, Title B, §65 governs provisional appointments. The purpose of this agreement is to establish a disciplinary procedure for certain provisional employees in the context of the City of New York's five-year plan to reduce provisional appointments as approved, with certain modifications, by the New York State Civil Service Commission on September 22, 2008 and accepted by the Commissioner of Citywide Administrative Services on October 22, 2008.

2. Eligibility Criteria

- a. The employee must have served for at least two (2) years in the same or similar title or related occupational group in the same agency without a break in service (see: below) of more than 31 days; and
- b. The employee must have been serving provisionally in such competitive class position on a full-time per annum or full-time per diem basis and assigned regularly to work the normal, full-time work week established for that title. (see: Attachment A for special provisions applicable to School Based Employees.)
- c. Prior provisional service followed by permanent service may not be aggregated with current provisional service (e.g. prior provisional service as a temporary or seasonal "step-up" followed by permanent service may not be counted towards meeting the service requirement in an employee's current provisional position.)

The following unpaid time in excess of 31 days will not be deemed a break in service or be counted as service:

- (i) for maternity/childcare leave;
- (ii) for military leave;
- (iii) jury duty;
- (iv) for union business pursuant to Executive Order 75;
- (v) while pending workers' compensation determination;
- (vi) while on workers' compensation option 2;
- (vii) due to illness or exhaustion of paid sick leave; and
- (viii) due to family illness.

3. Exceptions

- a. No provisional employee shall be deemed to be permanently appointed under any circumstances, nor shall this disciplinary procedure be deemed to preclude removal of any provisional employee as a result of the establishment of, or appointment from, an appropriate eligible list, or in accordance with any other provision of law.
- b. Notwithstanding the provisions in Section 2, Eligibility Criteria, above, this Disciplinary Procedure shall not be available to any employee appointed on a provisional basis to any position for which one or more appropriate eligible lists have been established including but not limited to any list established pursuant to a plan approved in accordance with NYS Civil Service Law Section 65(5)(b).

4. Procedure

When a claimed wrongful disciplinary action has been taken against an eligible provisional employee (see: Eligibility Criteria), the following procedure shall govern upon service of written charges of incompetence or misconduct:

- STEP A** Following the service of written charges, a conference with such employee shall be held with respect to such charges by the person designated by the agency head to review a grievance at STEP I of the Grievance Procedure set forth in Article XV of this Agreement.¹ The employee may be represented at such conference by a representative of the Union. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference.
- STEP B(i)** If the employee is not satisfied with the determination at STEP A above, then the employee may choose to proceed in accordance with the Grievance Procedure set forth in Article XV of this Agreement through STEP III. The Union, with the consent of the employee, shall have the right to proceed to binding arbitration pursuant to STEP IV of such Grievance Procedure. The period of an employee's suspension without pay pending hearing and determination of charges shall not exceed thirty (30) days.
- STEP B(ii)** An appeal from the determination of STEP A above shall be made to the agency head or designated representative. The appeal must be made in writing within five (5) work days of the receipt of the determination. The agency head or designated representative shall meet with the employee

¹ Reference is to 1995-2001 Citywide Agreement.

and the Union for review of the grievance and shall issue a determination to the employee and the Union by the end of the tenth work day following the day on which the appeal was filed. The agency head or designated representative shall have the power to impose the discipline, if any, decided upon, up to and including termination of the accused employee's employment. In the event of such termination or suspension without pay totaling more than thirty (30) days, the Union with the consent of the grievant may elect to skip STEP C of this Section and proceed directly to STEP D.

STEP C If the grievant is not satisfied with the determination of the agency head or designated representative the grievant or the Union may appeal to the Commissioner of Labor Relations in writing within ten (10) days of the determination of the agency head or designated representative. The Commissioner of Labor Relations shall issue a written reply to the grievant and the Union within fifteen (15) work days.

STEP D If the grievant is not satisfied with the determination of the Commissioner of Labor Relations, the Union with the consent of the grievant may proceed to arbitration pursuant to the procedures set forth in STEP IV of the Grievance Procedure set forth in Article XV of this Agreement.

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. 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 in this Procedure and any applicable limitations of law.

5. Limitations on Arbitrator's Award

Notwithstanding any inconsistent provision of this Procedure, when an eligible list exists for the title that the employee held provisionally, an Arbitrator shall not be empowered to order reinstatement of an employee.

This limitation shall not preclude a monetary remedy for any portion of the period covered from the implementation of the disciplinary penalty at issue in the grievance to the date of the establishment of an eligible list.

6. Expiration Date

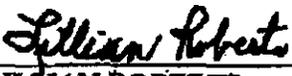
This Disciplinary Procedure shall expire on the earlier of either of the following:

- a. the expiration or termination of a plan approved pursuant to subdivision 5 of section 65 of the Civil Service Law; or
- b. December 31, 2014.

FOR THE CITY OF NEW YORK

FOR DISTRICT COUNCIL 37,
AFSCME, AFL-CIO

BY: 
JAMES F. HANLEY
Commissioner of Labor Relations

BY: 
LILLIAN ROBERTS
Executive Director

APPROVED AS TO FORM:

8/30/11

BY: 
PAUL T. REPHEN
Acting Corporation Counsel

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Attachment A
School Based Employees

An employee of the Department of Health who is regularly and exclusively assigned to work at a Board of Education facility (hereinafter, "School Based Employee" or "SBE") shall be covered by the provisional disciplinary provisions set forth herein, provided that the following criteria are met:

- a. Such SBE must regularly work the listed full-time work week established for a per annum title set forth in Appendix A of the 1995-2001 Citywide Agreement during the customary school year without a break in service of more than 31 days.
- b. If such SBE is placed in unpaid status at the end of the customary school year, such period in unpaid status during the customary break between school years shall be deemed an authorized leave without pay and not considered a break in service. However, such authorized leave without pay during the break between customary school years shall not be creditable towards meeting the required two years of service required for provisional disciplinary rights.
- c. Such SBE, upon return to paid status from the break between customary school years, must continue to be assigned to regularly work on a full-time basis without a break in service of more than 31 days.
- d. If such SBE is assigned to work during all or part of the break between customary school years, such time in paid status shall count towards meeting the two year service requirement for provisional disciplinary rights provided such service is on a full-time basis. However, no part-time service rendered during such break between customary school years shall be creditable towards meeting the required two years of service required for provisional disciplinary rights.
- e. SBEs meeting the above criteria shall become eligible for the provisional disciplinary rights set forth herein when their aggregated full-time service during consecutive customary school years (inclusive of any *full-time* service rendered during the breaks between such consecutive customary school years) totals the required two years. Under typical circumstances, this would be expected to occur sometime during their third school year of employment.

August 10, 2011

Evelyn Seinfeld
Director of Research and Negotiations
District Council 37
125 Barclay Street
New York, New York 10007

Re: Pending Provisional Employee Disciplinary Cases

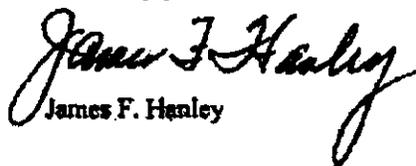
Dear Ms. Seinfeld:

This letter confirms our mutual understanding and agreement concerning certain provisional employees on whose behalf grievances alleging claimed wrongful disciplinary actions by the agency were filed prior to and/or subsequent to the Court of Appeals' decision in *CSEA v. Long Beach* but which cases have been held in abeyance and have not progressed to arbitration.

In addition to the limitation set forth in Section 5. of the "Disciplinary Process for Provisional Employees", in determining a "back pay" award, if any, the arbitrator shall exclude the period of time from the date of the Long Beach decision through January 28, 2008. An arbitrator may award "back pay" for the period subsequent to the affected employee's discipline/termination but prior to the Court of Appeals' decision in *CSEA v. Long Beach* (that is, May 1, 2007.) However, in no case may "back pay" be awarded for any period during which a provisional employee was serving while an eligible list existed for the title the employee held provisionally. Moreover, in awarding backpay, the Arbitrator must consider the efforts of the employee in mitigating his or her damages and must also offset any backpay award by any and all interim earnings, including unemployment compensation. In no event may an employee be awarded backpay in excess of one year's base salary for the position s/he held provisionally.

If you concur with the contents set forth herein, please execute the signature line provided below.

Very truly yours,


James F. Henley

Agreed and Accepted on Behalf of District Council 37

BY: 
Evelyn Seinfeld

12008