



THE CITY OF NEW YORK  
**OFFICE OF LABOR RELATIONS**  
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**JAMES F. HANLEY**  
*Commissioner*  
**MARGARET M. CONNOR**  
*First Deputy Commissioner*

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES  
FROM: JAMES F. HANLEY, COMMISSIONER *James F. Hanley*  
SUBJECT: EXECUTED CONTRACT: **REVISED ASSISTANT DEPUTY WARDENS/DEPUTY WARDENS**  
TERM: MARCH 1, 2008 TO JUNE 30, 2012

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 the Assistant Deputy Wardens Association 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: MAR 16 2009

OFFICE OF LABOR RELATIONS	
REGISTRATION	
OFFICIAL	CONTRACT
NO: 09019	DATE: MAR 16 2009

**ASSISTANT DEPUTY WARDENS/DEPUTY WARDENS**

**2008 – 2012**

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**ASSISTANT DEPUTY WARDENS/DEPUTY WARDENS  
2008 - 2012 Agreement**

AGREEMENT made this <sup>th</sup> 16 day of March 2009, by and between the City of New York (hereinafter called the "City"), acting by the Commissioner of Labor Relations, and the Assistant Deputy Wardens / Deputy Wardens Association (hereinafter called the "Union"), for the fifty-two month period from March 1, 2008 to June 30, 2012.

WITNESSETH:

WHEREAS, the Assistant Deputy Wardens - Warden (Correction) Level I, Deputy Wardens and Deputy Wardens-in-Command, Warden (Correction) Level II, employed by the City have duly designated the Union as their exclusive bargaining representative for the purpose of collective bargaining with the City with respect to wages, hours and conditions of employment; and

WHEREAS, the Union and the City desire to cooperate in establishing conditions which will tend to secure standards and conditions of employment consistent with the dignity of Assistant Deputy Wardens, - Warden (Correction) Level I, Deputy Wardens, and Deputy Wardens-in-Command, Warden - Warden (Correction) Level II, and to provide methods for fair and peaceful adjustment of disputes that may arise between the Union and the City; and

WHEREAS, as a result of collective bargaining the parties have reached an agreement which they desire to reduce to writing;

NOW, THEREFORE, it is mutually agreed as follows:

**ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION**

**Section 1.**

The City recognizes the Union as the sole and exclusive collective bargaining representative for the unit consisting of the employees of New York City in the titles of Assistant Deputy Warden; Warden (Correction) Level I; Warden (Correction) Level II detailed as Deputy Warden; and Warden (Correction) Level II detailed as "Deputy Warden-in-Command" (except for the position found to be confidential in Decision #21-95) hereinafter referred to under the general term of "Assistant Deputy Warden", "Deputy Warden", and "Deputy Warden-in-Command", respectively.

**Section 2.**

Except as otherwise provided herein, for purposes of this Agreement, the terms "employee", "employees", "Assistant Deputy Warden", "Deputy Warden" and "Deputy Warden-in-Command" shall be interchangeable and shall relate solely to employees in the unit described in Section 1 of this Article.

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## ARTICLE II - UNION SECURITY- DUES CHECKOFF

### Section 1.

All employees covered by this Agreement shall be free to become and remain members of the Union in good standing.

### Section 2.

The Union shall have the exclusive right to the checkoff and transmittal of dues in behalf of each employee in the unit in accord with the Mayor's Executive Order No. 98, dated May 15, 1969 entitled "Regulations Regulating the Checkoff of Union Dues" and in accord with the Mayor's Executive Order No. 107, dated December 29, 1986 entitled "Regulations Governing Procedures for Orderly Payroll Checkoff of Union Dues" and any executive orders which amend or supersede said Executive Orders.

### Section 3.

An employee may consent in writing to the authorization of the deduction of dues from his 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 4.

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

## ARTICLE III - HOURS AND OVERTIME

### Section 1.

Overtime performed by Deputy Wardens and Deputy Wardens-in-Command shall be compensated for in compensatory time off at the rate of time and one-half when such overtime is ordered by the Commissioner, or the Chief of Department, N.Y.C. Department of Correction, or their designee, or is performed during an emergency without prior approval and when requests for compensation therefor after performance of such overtime are forwarded through channels together with recommendations and are approved by the Chief of Department, or designee, for such purposes.

### Section 2.

- a. All ordered and/or authorized overtime in excess of forty (40) hours in any week or in excess of the hours required of an Assistant Deputy Warden by reason of his/her regular duty chart if a week's measurement is not appropriate, whether of an emergency nature or of a non-emergency nature, shall be compensated for either by cash payment or compensatory time off, at the rate of time and one-half, at the sole option of the Assistant Deputy Warden. Such cash payments or compensatory time off shall be computed on the basis of fifteen (15) minute segments.

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- b. In order to preserve the intent and spirit of this Section on overtime compensation, there shall be no rescheduling of Assistant Deputy Wardens' days off and/or tours of duty except as provided below. This restriction shall apply both to the retrospective crediting of time off against hours already worked and to the anticipatory re-assignment of personnel to different days off and/or tours of duty. Notwithstanding anything to the contrary contained herein, the Department shall not have the right to reschedule Assistant Deputy Wardens' tours of duty, except that the Department shall have the right to reschedule Assistant Deputy Wardens' tours of duty on five occasions per year for training purposes without payment of pre or post-tour overtime provided that the Department gives at least 24 hours advance notice to the employee whose tours are to be rescheduled.

In addition, the Department shall have the right to reschedule Assistant Deputy Wardens' tours of duty on two (2) other occasions per calendar year without payment of pre-tour or post-tour overtime provided that the Department gives at least 24 hours advance notice to the employee whose tours are to be rescheduled.

Effective July 1, 2010, the Department's right "to reschedule Assistant Deputy Wardens' tours of duty on two (2) other occasions per calendar year without payment of pre-tour or post-tour overtime provided that the Department gives at least 24 hours advance notice to the employee whose tours are to be rescheduled" shall be discontinued.

- c. Overtime shall be computed on a monthly basis and the Department shall make every reasonable effort to pay such overtime within six (6) weeks following the submission of the monthly report.
- d. Effective July 1, 1990 the Department shall establish a 21 hour overtime bank for all Assistant Deputy Wardens whereby the first 21 hours of overtime actually worked each year by an Assistant Deputy Warden shall not be compensable.

In addition, the Department shall establish a 47.5 hour overtime bank for all Assistant Deputy Wardens promoted on or after November 1, 1992 whereby the first 47.5 hours of overtime actually worked each year by an Assistant Deputy Warden promoted on or after November 1, 1992 shall not be compensable.

Effective July 1, 1994, the overtime banks in this section will be reduced according to the following schedule:

1. After four (4) years in service as an Assistant Deputy Warden, the overtime bank will be reduced by 8-1/2 hours.
2. After five (5) years in service as an Assistant Deputy Warden, the overtime bank will be reduced by an additional 8-1/2 hours, for a total reduction of 17 hours.
3. After six (6) years in service as an Assistant Deputy Warden, the overtime bank will be reduced by an additional four hours for a total reduction of 21 hours.

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Effective July 1, 2008, the "47.5 hour overtime bank" for Assistant Deputy Wardens will be reduced in accordance with the following schedule:

<u>Schedule</u>	<u>Amount of Reduction</u>	<u>Hours Remaining In 47.5 Hour OT Bank</u>
After 3 years * -	8.5 hours	39
After 4 years * -	17 hours (i.e., an additional 8.5 hours reduction)	30.5
After 5 years * -	25.5 hours (i.e., an additional 8.5 hours reduction)	22
After 6 years * -	47.5 hours (i.e., an additional 22 hours reduction)	-0-

\* in service as an Assistant Deputy Warden

## ARTICLE IV - RECALL AFTER TOUR

Any Assistant Deputy Warden who is recalled to duty after having completed the employee's regular tour of duty shall receive pay pursuant to the regular overtime provisions of this Agreement, that is, in cash or compensatory time off at the sole option of the employee at the rate of time and one-half for the time actually worked. The Department will issue a directive to the heads of all commands informing them that an Assistant Deputy Warden who is recalled shall be put to work.

## ARTICLE V - COMPUTATION OF BENEFITS

Since the average basic forty-hour week has not been changed by this Agreement, the current standard practice for the computation of compensation for holidays, vacation days, personal leave days, annuity fund contributions and other relevant benefits, shall continue to be calculated on the basis of an eight-hour work day.

## ARTICLE VI - SALARIES

### Section 1. - Salary Rates

- a. The following base annual salary and increment rates shall prevail for employees during the term of this Agreement: (See: Note)

#### Class of Positions and Step

- (i) Assistant Deputy Warden (Promoted prior to July 1, 2006):

	Effective 3/1/08	Effective 3/1/09	Effective 7/1/10	Effective 7/1/11
Entry Level	\$88,440	\$91,978	\$95,657	\$99,483
After 1 Year	\$88,606	\$92,150	\$95,836	\$99,669
After 2 Years	\$88,772	\$92,323	\$96,016	\$99,857
After 3 Years	\$100,078	\$104,081	\$108,244	\$112,574

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(ii) Assistant Deputy Warden (Promoted between July 1, 2006 and July 31, 2008):

	Effective 3/1/08	Effective 3/1/09	Effective 12/31/09	Effective 7/1/10	Effective 7/1/11
Entry Level	\$87,909	\$91,425	\$91,425	\$95,082	\$98,885
After 1 Year	\$88,440	\$91,978	\$91,978	\$95,657	\$99,483
After 2 Years	\$88,606	\$92,150	\$92,150	\$95,836	\$99,669
After 3 Years	\$88,772	\$92,323	\$104,081	\$108,244	\$112,574
After 4 Years	\$100,078	\$104,081			

(iii) Assistant Deputy Warden (Promoted on or after August 1, 2008):

	Effective 8/1/08	Effective 3/1/09	Effective 7/1/10	Effective 7/1/11
Entry Level	\$87,909	\$91,425	\$95,082	\$98,885
After 1 Year	\$88,440	\$91,978	\$95,657	\$99,483
After 2 Years	\$88,606	\$92,150	\$95,836	\$99,669
After 3 Years	\$88,772	\$92,323	\$96,016	\$99,857
After 4 Years	\$100,078	\$104,081	\$108,244	\$112,574

(iv) Deputy Warden (Promoted prior to July 1, 2006):

	Effective 3/1/08	Effective 3/1/09	Effective 7/1/10	Effective 7/1/11
Entry Level	\$104,139	\$108,305	\$112,637	\$117,142
After 1 Year	\$111,531	\$115,992	\$120,632	\$125,457
After 2 Years	\$118,928	\$123,685	\$128,632	\$133,777
After 3 Years	\$130,463	\$135,682	\$141,109	\$146,753

(v) Deputy Warden (Promoted on or after July 1, 2006):

	Effective 3/1/08	Effective 3/1/09	Effective 4/1/09	Effective 7/1/10	Effective 7/1/11
Entry Level	\$101,323	\$105,376	\$105,376	\$109,591	\$113,975
After 1 Year	\$103,865	\$108,020	\$108,020	\$112,341	\$116,835
After 2 Years	\$107,179	\$111,466	\$111,466	\$115,925	\$120,562
After 3 Years	\$111,599	\$116,063	\$135,682	\$141,109	\$146,753
After 4 Years	\$130,463	\$135,682			

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(vi) Deputy Warden-in-Command

Effective 3/1/08	Effective 3/1/09	Effective 7/1/10	Effective 7/1/11
\$137,495	\$142,995	\$148,715	\$154,664

b. Increments - granted annually on anniversary date.

Note: Effective February 29, 2008, the basic maximum salary for an Assistant Deputy Warden shall be \$96,229, the basic maximum salary for a Deputy Warden shall be \$125,445, and the salary for a Deputy Warden-in-Command shall be \$132,207. These salaries shall be adjusted by the across-the-board increase effective March 1, 2008 and thereafter. Effective February 29, 2008, the steps below basic maximum salary for an Assistant Deputy Warden shall be increased by 2% across-the-board. These salaries shall be adjusted by the across-the-board increase effective March 1, 2008 and thereafter.

**Section 2.**

A laid off employee who is returned to service in the employee's former title or in a comparable title from a preferred list, shall receive the basic salary rate that would have been received by the employee had the employee never been laid off, up to a maximum of two (2) years of general salary increases.

**Section 3. - General Wage Increase**

- a. (i) Effective March 1, 2008, Employees shall receive a rate increase of four percent (4%).
- (ii) Effective March 1, 2009, Employees shall receive an additional rate increase of four percent (4%).
- (iii) Effective July 1, 2010, Employees shall receive an additional rate increase of four percent (4%).
- (iv) Effective July 1, 2011, Employees shall receive an additional rate increase of four percent (4%).

b. The increases provided for in this Section 3a above shall be calculated as follows:

- (i) The increase in Section 3a(i) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on February 29, 2008;
- (ii) The rate increase in Section 3a (ii) shall be based upon the base rate (which shall include salary or incremental schedules) of the applicable titles in effect on February 28, 2009;
- (iii) The rate increase in Section 3a (iii) shall be based upon the base rate (which shall include salary or incremental schedules) of the applicable titles in effect on June 30, 2010; and

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- (iv) The rate increase in Section 3a (iv) shall be based upon the base rate (which shall include salary or incremental schedules) of the applicable titles in effect on June 30, 2011.
- c. The general increase provided in this Section 3 shall be applied to the base rates and salary grades fixed for the applicable titles, except to the extent that the base rates and salary grades are modified by Section 3d below.
- d. Employees promoted to Assistant Deputy Warden between July 1, 2006 and July 31, 2008, promoted to Assistant Deputy Warden on or after August 1, 2008, or promoted to Deputy Warden on or after July 1, 2006 shall be subject to the salary schedules set forth in Section 1a(ii), 1(a)(iii) and 1a(v), respectively, above.

**Section 4.**

Paychecks shall be delivered to commands by 3:00 p.m. on the Thursday preceding payday for distribution after 3:00 p.m. on said Thursday.

**Section 5. - Salary Itemization**

The Department shall make available in convenient places in each command the appropriate payroll work sheets for the purpose of enabling each employee to verify the salary components of the employee's paycheck. The parties will review further the feasibility of otherwise advising each employee of all payroll components along with the employee's paycheck.

**Section 6. - "Acting Warden" Differential**

Effective July 1, 2008, there will be a differential payable in the amount of \$100.00 per day for a Deputy Warden who is designated to serve as "Acting Warden" during the regular Warden's scheduled absence.

Effective June 1, 2010, there will be an increase of \$50.00, per day for a Deputy Warden who is designated to serve as Acting Warden during the regular Warden's scheduled absence, for a total of \$150.00 a day.

**ARTICLE VII - UNIFORM ALLOWANCE**

In Fiscal Years 2008 - 2012, the City shall pay to each employee a uniform allowance of \$700 in accord with the existing standard procedures.

**ARTICLE VIII - LONGEVITY ADJUSTMENTS**

**Section 1.**

- a. Effective **March 1, 2008**, Longevity adjustments shall be paid as follows:
  - (i) Upon the completion of five years of service, employees shall receive a longevity adjustment of **\$2,595**.
  - (ii) Upon completion of ten years of service, employees shall receive a longevity adjustment of an additional \$1,000 for a total of **\$3,595**.

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- (iii) Upon completion of fifteen years of service, employees shall receive a longevity adjustment of an additional \$1,000 for a total of **\$4,595**.
- (iv) Upon completion of twenty years of service, employees shall receive a longevity adjustment of an additional \$1,000 for a total of **\$5,595**.

Effective **March 1, 2009**, Longevity adjustments shall be paid as follows:

- (i) Upon the completion of five years of service, employees shall receive a longevity adjustment of \$287.00 for a total of **\$2,882**.
- (ii) Upon completion of ten years of service, employees shall receive a longevity adjustment of an additional \$1,000 for a total of **\$3,882**.
- (iii) Upon completion of fifteen years of service, employees shall receive a longevity adjustment of an additional \$1,000 for a total of **\$4,882**.
- (iv) Upon completion of twenty years of service, employees shall receive a longevity adjustment of an additional \$1,000 and an additional \$500 for a total of **\$6,382**.

Effective **July 1, 2010**, Longevity adjustments shall be paid as follows:

- (i) Upon the completion of five years of service, employees shall receive a longevity adjustment of \$618.00 for a total of **\$3,500**.
  - (ii) Upon completion of ten years of service, employees shall receive a longevity adjustment of an additional \$1,000 for a total of **\$4,500**.
  - (iii) Upon completion of fifteen years of service, employees shall receive a longevity adjustment of an additional \$1,000 for a total of **\$5,500**.
  - (iv) Upon completion of twenty years of service, employees shall receive a longevity adjustment of an additional \$1,000 and an additional \$500 for a total of **\$7,000**.
- b. The adjustment after the 5th and 10th years shall not be computed as salary for pension purposes until after completing 20 years of service. The adjustment after the 15th and 20th years shall not be computed as salary for pension purposes until after completion of 25 years of service. In the event this provision is declared invalid under the law, the parties shall reopen negotiations to resolve the issue of the increased cost of changing the effective date of the pensionability of the above adjustments. Such negotiations will be commenced forthwith. If no agreement is reached, an impasse may be declared and subsequent mediation and the impasse proceeding, if any, shall in all respects be conducted on an expedited basis.
- c. The calculation of night shift differential payments shall be based upon the same factors, amounts and methodology as previously utilized.
- d. ITHP and pension benefit calculations shall only include the amount of the longevity payment that is pensionable.

## **ARTICLE IX - PAYMENT FOR HOLIDAY WORK**

Each employee shall receive eleven (11) paid holidays annually, payments for which shall be made in accord with existing procedures.

## **ARTICLE X - LEAVES**

### **Section 1. - Sick Leave**

- a. Each employee shall be entitled to leave with pay for the full period of any incapacity due to illness, injury or mental or physical defect, whether or not service-connected in accordance with existing procedures.
- b. Effective January 1, 1990:
  - (i) Each employee shall be entitled to leave with pay for the full period of any incapacity due to illness, injury or mental or physical defect which is service-connected pursuant to Section 14-122.1 of the Administrative Code.
  - (ii) Each employee shall be entitled to leave with pay for the full period of any incapacity due to illness, injury or mental or physical defect, whether or not service-connected.

### **Section 2. - Death-in-Family Leave**

In the event of a death in an employee's immediate family and upon application to and approval of the employee's commanding officer or supervisory head, an employee shall receive leave with pay not exceeding four (4) consecutive regular tours of duty. For the purposes of this Section, the phrase, "Immediate Family", shall include any of the following: (a) a spouse; (b) a natural, foster or stepparent, child, brother or sister; (c) a father-in-law or mother-in-law or (d) any relative residing in the employee's household. The commanding officer or supervisory head granting such leave shall verify the death and relationship of the deceased. If the deceased was in the military service of the United States at the time of death, the employee requesting leave shall produce the official notice of death.

### **Section 3. - Military Leave**

Military leave not exceeding a total of thirty (30) days in one calendar year and not exceeding thirty (30) days in any one continuous period of such absence shall be granted with pay to satisfy military obligations.

### **Section 4. - Special Excusals**

Excused time accorded to other personnel employed by the City under circumstances such as excusals for the Dr. Martin Luther King, Jr. and the Senator Robert F. Kennedy funerals and the Moon Landing Observation Day shall be granted equally to employees covered by this Agreement. All compensating days off shall be subject to the exigencies of the Department.

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**Section 5. - Leave to Attend Hearings**

Individual employee grievants shall be granted leave with pay for such time as is necessary to testify at arbitration hearings.

Leave with pay shall be granted to three (3) employees who are named grievants in a group arbitration proceeding, for such time as is necessary for them to testify at their group arbitration hearings.

Leave with pay for such time as is necessary to testify at their hearings shall be granted to employees who, after final adjudication of proceedings under Section 210 paragraph 2h of the Civil Service Law are determined not to have been in violation of Section 210.

**ARTICLE XI - VACATIONS**

**Section 1.**

- a. Effective July 1, 1994, the Department shall provide the authorized annual vacations of twenty-seven (27) workdays to Assistant Deputy Wardens promoted prior to November 1, 1992.
- b. Effective July 1, 1994, for Assistant Deputy Wardens promoted on or after November 1, 1992 and prior to January 1, 1995, the Department shall provide the authorized annual vacations as follows:

1st year	21 days
2nd year	22 days
3rd year	23 days
4th year	24 days
5th year	25 days
6th year	27 days

- c. Effective July 1, 1994, for Assistant Deputy Wardens promoted on or after January 1, 1995 the Department shall provide the authorized annual vacations as follows:

1st year	20 days
2nd year	21 days
3rd year	22 days
4th year	23 days
5th year	24 days
6th year	26 days

- d. Employees covered by Article XI, Section 1. b. and c. who are promoted to Deputy Warden and/or Deputy Warden-in-Command on or after June 18, 1996, shall continue on their respective reduced vacation schedule for the portion of time remaining as if they had remained in the title Assistant Deputy Warden.

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e. Effective July 1, 1998, the Department shall provide all employees the authorized annual vacations of twenty-six (26) workdays.

f. Effective July 1, 1998, for employees promoted on or after November 1, 1992 and prior to January 1, 1995, the Department shall provide the authorized annual vacations as follows:

1st year	20 days
2nd year	21 days
3rd year	22 days
4th year	23 days
5th year	24 days
6th year	26 days

g. Effective July 1, 1998, for employees promoted on or after January 1, 1995, the Department shall provide the authorized annual vacations as follows:

1st year	19 days
2nd year	20 days
3rd year	21 days
4th year	22 days
5th year	23 days
6th year	25 days

## **Section 2.**

Vacations shall be scheduled in accordance with existing procedures.

## **Section 3.**

The Department agrees to allow employees to use their accrued vacation days in the vacation year in which they are earned subject to the exigencies of the Department.

## **Section 4. - Accrual of Vacation**

If the Department of Correction calls upon an employee in writing to forego the employee's vacation or any part thereof that portion up to a maximum of three (3) weeks of vacation shall be carried over until such time as it can be liquidated in the following calendar year subject to the following conditions:

- (1) the selection of such vacation days shall be in the discretion of and subject to the exigencies of the Department; and
- (2) the selection of such days in the following calendar year shall be made after the regular vacation picks; and
- (3) the utilization of this vacation time shall be restricted to the months of January through May and September through November.

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It is the intention of the Department of Correction to allow an employee to request permission to accrue vacation consistent with this provision and to grant such requests which are reasonable.

## **ARTICLE XII - HEALTH AND HOSPITALIZATION BENEFITS**

### **Section 1.**

The City shall continue to provide a fully paid choice of health and hospitalization insurance plans for each employee, not to exceed 100% of the full cost of HIP-HMO on a category basis. There will be an annual reopening period during the term of this Agreement for active employees to exercise their choice among medical plans.

### **Section 2.**

Retirees shall have the option of changing their previous choice of Health Plans.

This option shall be:

- (a) a one time choice;
- (b) exercised only after one (1) year of retirement; and
- (c) can be exercised at any time without regard to contract periods.

The effective date of change to a new plan shall be the first day of the month three (3) months after the month in which the application has been received by the New York City Health Insurance Program.

Effective with the reopener period for Health Insurance subsequent to July 1, 1980 and every two years thereafter, retirees shall have the option of changing their previous choice of health plans. This option shall be exercised in accordance with procedures established by the Employer. The Union will assume the responsibility of informing retirees of this option.

### **Section 3.**

- a. Effective July 1, 1983 and thereafter, the City's cost for each employee and for each retiree under age 65 shall be equalized at the community rated basic HIP/HMO plan payment rate as approved by the State Department of Insurance on a category basis of individual or family, e.g. the GHI-CHP/Blue Cross payment for family coverage shall be equal to the HIP/HMO payment for family coverage.
- b. If a replacement plan is offered to employees and retirees under age 65 which exceeds the cost of the HIP/HMO equalization provided in Section 3a, the City shall not bear the additional costs.
- c. The City (and other related Employers) shall continue to contribute on a City employee benefits program-wide basis the additional annual amount of \$30 million to maintain the

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health insurance stabilization reserve fund which shall be used to continue equalization and protect the integrity of health insurance benefits. The health insurance stabilization reserve fund shall be used: to provide a sufficient reserve; to maintain to the extent possible the current level of health insurance benefits provided under the GHI-CBP/Blue Cross plan; and, if sufficient funds are available, to fund new benefits.

The health insurance stabilization reserve fund shall be credited with the divisions or reduced by the losses attributable to the GHI-CBP/Blue Cross plan.

- d. Pursuant to paragraph 7 of MLC Health Benefits Agreement, notwithstanding the above, in each of the fiscal years 2001 and 2002, the City shall not make the annual \$35 million contributions to the health insurance stabilization fund.
- e. In the event that there is a Citywide or program-wide health insurance package which exceeds the cost of the equalization and stabilization fund described above, the parties may negotiate reconfiguration of this package which in no event will provide for costs in excess of the total costs of this Agreement as set forth herein. However, it is understood that the ADW/DWA will not be treated any better or any worse than any other Union Participating in the Citywide or Program-wide Health Program with regard to increased health insurance costs.

### **Section 4.**

Where an employee is suspended without pay prior to disciplinary trial for disciplinary reasons for more than 30 days, the employee shall receive full health and hospitalization benefit coverage during the period of the suspension following the first 30 days. Where an employee is subsequently restored to full pay status, as of the date of suspension, the employee shall be restored to full health and hospitalization coverage for the first 30 days of the suspension.

### **Section 5. Health Care Flexible Spending Account.**

- a. A flexible health care spending account shall be established after July 1993 pursuant to Section 125 of the IRS Code. Those employees eligible for New York City health plan coverage as defined on page 32, section 4(B) of the 1992 New York City Health Summary Program Description shall be eligible to participate in the account. Participating employees shall contribute at least \$260 per year up to a maximum of \$5,000 per year. Said contribution minimum and maximum levels may be modified by the MLC Health Advisory Committee based on experience of the plan. Any unfunded balance may be deducted from final salary payments due an employee.
- b. Expenses of the account shall include but not be limited to deductibles, co-insurance, co-payments, excess expenses beyond plan limits, physical exams and health related transportation costs for vision, dental, medical and prescription drug plans where the employee and dependents are covered. In no case will any of the above expenses include those non-deductible expenses defined as non-deductible in IRS Publication 502.

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- c. An administrative fee of \$1.00 per week for the first year shall be charged for participation in the program. An employee's participation in the account is irrevocable during a plan year. At the close of the plan year any excess balance in an employee's account will not be refunded.

## **ARTICLE XIII - SECURITY BENEFITS FUND**

### **Section 1.**

- a. Effective March 1, 2008, the City shall contribute the pro-rata annual amount of \$1,225 for each Assistant Deputy Warden, Deputy Warden and Deputy Warden-in-Command for remittance to the Security Benefits Fund of the Assistant Deputy Wardens Association of the City of New York ("Welfare Fund") pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel.
- b. Effective February 1, 2009, the City's contribution to the Security Benefits Fund on behalf of each active and retiree shall be reduced by \$87.00 to \$1,138.
- c. Effective April 1, 2009, the City's contribution to the Security Benefits Fund on behalf of each retiree shall be increased by \$200.00 to \$1,338.
- d. Effective July 1, 2010, the City's contribution to the Security Benefits Fund on behalf of each active employee shall be increased by \$87.00 to \$1,225. Retired employees shall be increased by \$87.00 to \$1,425.
- e. To the extent permitted by law, part of the amounts so contributed may be applied to maintain an appropriate legal services plan, pursuant to the terms of a supplemental agreement between the parties as approved by the Corporation Counsel.
- f. Effective August 1, 1995, employees who have been separated from service subsequent to December 31, 1970, and who were covered by the Security Benefits Fund of the Assistant Deputy Wardens Association at the time of such separation pursuant to a supplementary agreement between the City and the ADWA shall continue to be so covered, subject to the provisions of Section 1(a) hereof, on the same contributory basis as incumbent employees. Contributions shall be made only for such time as said individuals remain primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the City through such Program.
- g. Deputy Wardens and Deputy Wardens-in-Command who have retired and have been covered by the Management Benefits Fund shall remain in the Management Benefits Fund for as long as they are otherwise entitled.
- h. The Union agrees 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.

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i. Civil Legal Representation Fund

Effective March 1, 2008, the City shall continue to contribute \$189 per annum for each active Assistant Deputy Warden, Deputy Warden and Deputy Warden-in-Command to the Welfare Fund to establish a civil legal representation fund pursuant to the terms of a supplemental agreement between the City and the Union as approved by the Corporation Counsel. While these funds shall be administered by the applicable Welfare Fund, they are to be maintained in a separate account and shall not be commingled with the other monies received by the Welfare Fund. Only the \$189 provided above may be used for civil legal representation. No additional monies from the Welfare Fund may be used for civil legal representation.

Such payments shall be made pro-rata by the City every twenty-eight (28) days.

j. Legal Support/Representation Fund

Effective April 1, 2009, the City shall remit a one-time lump sum payment of \$500 per active member to the Legal Support/Representation Fund established pursuant to the terms of a supplemental agreement between the City and the Union as approved by the Corporation Counsel.

Effective June 1, 2010, the City shall remit a one-time lump sum payment of \$500 per active member to the Legal Support/Representation Fund established pursuant to the terms of a supplemental agreement between the City and the Union as approved by the Corporation Counsel.

**Section 2.**

Where an employee is suspended without pay for disciplinary reasons and is subsequently restored to full pay status as of the date of the suspension, the employee shall receive full Security Benefits Fund coverage for the period of the suspension.

**ARTICLE XIV - ANNUITY FUND**

**Section 1.**

- a. Effective December 1, 2000, the City shall continue to contribute for each Assistant Deputy Warden promoted to Assistant Deputy Warden after July 1, 1990, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each working day for which such employee is paid by the City which amount shall not exceed \$728.19 per annum per employee. Contributions hereunder shall be remitted by the City each twenty-eight (28) days to a mutually agreed upon annuity fund pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel.
- b. Effective December 1, 2000, the City shall contribute for all employees promoted to Assistant Deputy Warden prior to July 1, 1990, and for all Deputy Wardens and Deputy Wardens-in-Command, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution

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for each working day for which such employee is paid by the City which amount shall not exceed \$1,119.69 per annum per employee. Contributions hereunder shall be remitted by the City each twenty-eight (28) days to a mutually agreed upon annuity fund pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel.

- c. Effective March 1, 2003, for Assistant Deputy Wardens *who were promoted after July 1, 1990*, the City shall contribute for each employee, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each working day for which such employee is paid by the City which amount shall not exceed \$780.39. Contributions hereunder shall be remitted by the City each twenty-eight (28) days to a mutually agreed upon annuity fund pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel.
- d. Effective March 1, 2003, for Assistant Deputy Wardens *who were promoted prior to July 1, 1990*, and for all Deputy Wardens and Deputy Wardens-in-Command, the City shall contribute for each employee, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each working day for which such employee is paid by the City which amount shall not exceed \$1,302.39. Contributions hereunder shall be remitted by the City each twenty-eight (28) days to a mutually agreed upon annuity fund pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel.
- e. Effective April 1, 2009, the City shall remit to the Annuity Fund a one-time lump sum payment in the amount of \$5,000 on behalf of each member of the bargaining unit in active pay status as of January 3, 2008, the date of ratification of the 2008 – 2012 Memorandum of Agreement, regardless of their actual status on April 1, 2009.
- f. Effective July 1, 2010, the City shall remit to the Annuity Fund a one-time lump sum payment in the amount of \$3,000 on behalf of each member of the bargaining unit in active pay status as of September 1, 2008, regardless of their actual status on July 1, 2010.
- g. In addition, to f., above, effective July 1, 2010, those Deputy Wardens who: 1. are in active pay status as of September 1, 2008, and 2. who are not at basic maximum salary as of September 1, 2008, regardless of their actual status on July 1, 2010, shall receive an additional one-time lump sum payment of \$2,690.00, for a total of \$5,690.00.

**Section 2.**

Where an employee is suspended without pay for disciplinary reasons and is subsequently restored to full pay status as of the effective date of the suspension, the employee shall receive full annuity fund coverage for the period of the suspension.

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## ARTICLE XV - GENERAL

### Section 1. - Safety Helmets

The City agrees to furnish a safety helmet and equipment when required.

### Section 2. - Maintenance of Facilities

All commands and other Departmental places of assignment shall have adequate heating, hot water and sanitary facilities. The Union shall give notice to the Department of any failure to maintain these conditions. If not corrected by the Department within a reasonable time, the Union may commence a grievance at Step 2 of the grievance procedure concerning that failure.

### Section 3. - Semi-Private Hospital Accommodations for Line-of-Duty Injuries

The City shall prepare, submit and support legislation to provide semi-private hospital accommodations for employees injured in the line-of-duty.

### Section 4. - Meal Scheduling

Employees shall not be assigned meals as a matter of practice during either the first hour and one-half or last hour and one-half of their tours. In cases of emergency this practice may be altered.

### Section 5. - Lump Sum Payments

Where an employee has an entitlement to accrued annual leave and/or compensatory time, and the City's fiscal condition requires employees who are terminated, laid off or who choose to retire in lieu of layoff to be removed from the payroll on or before a specific date, or where an employee reaches the mandatory retirement age, the Employer shall provide a monetary value of accumulated and unused annual leave and/or compensatory time allowances standing to this credit in a lump sum. Such payments shall be in accordance with the provisions of Executive Order 30, dated June 24, 1975.

Where an employee has an entitlement to terminal leave and the City's fiscal situation requires that employees who are terminated, laid off or retired be removed from the payroll on or before a specific date, or where an employee reached the mandatory retirement age, the Employer shall provide a monetary lump sum payment for terminal leave in accordance with the provisions of Executive Order 31, dated June 24, 1975.

### Section 6. - Interest Payments

Interest on wage increases shall accrue at the rate of three percent (3%) per annum from one hundred-twenty (120) days after execution of this Agreement or one hundred-twenty (120) days after the effective date of the increase, whichever is later, to the date of actual payment. Interest on longevity and step-up increments, differentials and holiday pay shall accrue at the rate of three percent (3%) per annum from one hundred-twenty (120) days after the execution of this Agreement, or one hundred-twenty (120) days following its earning, whichever is later, to the date of actual payment. Interest on overtime pay shall accrue at the rate of three percent (3%) per annum from one

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hundred-twenty (120) days following its earning or one hundred-twenty (120) days following the employee's submission of an overtime report, whichever is later. Interest accrued pursuant to this paragraph shall be payable only if the amount of interest due to an individual employee exceeds five dollars (\$5.00).

### **Section 7. - Layoffs**

Where layoffs are scheduled the following procedure shall be used:

1. Notice shall be provided to the Union not less than thirty (30) days before the effective dates of such projected layoffs.
2. Within such 30-day period designated representatives of the Employer will meet and confer with the designated representatives of the Union with the objective of considering feasible alternatives to all or part of such scheduled layoffs, including but not limited to (a) the transfer of employees to agencies with re-training, if necessary, consistent with the Civil Service Law but without regard to Civil Service title, (b) the use of Federal and State funds whenever possible to retain or re-employ employees scheduled for layoff, (c) the elimination or reduction of the amount of work contracted out to independent contractors and (d) encouragement of early retirement and the expediting of the processing of retirement applications.

When a layoff occurs, the Department will provide the Union with a list of employees who are on a preferred list with the original date of appointment utilized for the purpose of such layoff.

### **Section 8. - Public Transportation**

The City and the Union will use their best efforts to effect free transportation on buses and subways for employees covered by this Agreement.

### **Section 9. - Personnel Folder**

The Department will upon written request to the Chief of Administration by the individual employee, remove from the Personnel folder, investigative reports which upon completion of the investigation are classified exonerated and/or unfounded.

### **Section 10. - Performance Compensation**

The City acknowledges that each of the uniformed forces performs an important service that reflects the diverse missions of the City's uniformed agencies. In order to reward service of an outstanding, exceptional nature, each of the uniformed agencies will establish a performance compensation program to recognize and reward such service, tailored to the unique missions of the individual uniformed agency.

The parties agree that additional compensation may be paid to employees performing outstanding, exemplary, difficult and/or unique assignments. The City will notify and discuss with each affected union of its intent to pay such additional compensation and the individuals to be compensated.

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The criteria for the granting of performance-based compensation shall be based upon outstanding performance in the work assigned, and/or performance of unique and difficult work.

The performance-based compensation payments provided for in this section shall be one-time, non-recurring cash payments subject to applicable pension law. An employee can receive no more than one payment annually.

This provision shall not affect any existing productivity programs covered in any existing collective bargaining agreements. Nor shall this provision be construed to waive any obligation of the City to negotiate over future productivity programs as required by applicable law.

## **ARTICLE XVI - UNION ACTIVITY**

### **Section 1.**

Time spent by Union officials and representatives in the conduct of labor relations shall be governed by the provisions of Mayor's Executive Order No. 75, as amended, dated March 22, 1973, or any other applicable Executive Order or local law, or as otherwise provided in this Agreement. No employee shall otherwise engage in Union activities during the time the employee is assigned to the employee's regular duties.

### **Section 2.**

Union officers and delegates shall be recognized as representatives of the Union within their respective commands. For the purpose of attending the regularly scheduled monthly meeting, Union delegates shall be excused from duty if the meeting coincides with the delegate's scheduled tour, provided that the command has received at least seventy-two (72) hours advance notice of such request for excusal.

### **Section 3.**

The Department of Correction will issue a memorandum to all heads of institutions instructing them to discuss labor/management problems with alternate Union delegates when a regular delegate is not available, and such alternate will be released for the regularly scheduled monthly meeting when the regular delegate is unable to attend said monthly delegate meeting because of illness which requires remaining at home or hospitalization, or absence from the New York metropolitan area on leave or by assignment, or required court appearance.

## **ARTICLE XVII - NO DISCRIMINATION**

In accord with applicable law, there shall be no discrimination by the City against any employee because of Union activity.

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## ARTICLE XVIII - BILL OF RIGHTS

The Guidelines for Interrogation of members of the Department in force at the execution date of this Agreement will not be altered during the term of this Agreement, except to reflect subsequent changes in the law or final decisions of the Supreme Court of the United States and the Court of Appeals of the State of New York regarding the procedures and conditions to be followed in the interrogation of a member of the Department. No less than two (2) weeks' written notice of such proposed alteration of the said Guidelines shall be given to the Union.

## ARTICLE XIX - NIGHT SHIFT DIFFERENTIAL

- a. Effective July 1, 1980 a 10% night shift differential shall continue to be paid to all employees assigned to rotating tours of duty for all work actually performed between the hours of 4:00 p.m. and 8:00 a.m. Effective July 1, 1980 a 10% night shift differential shall continue to be paid to all other employees for work actually performed between the hours of 4:00 p.m. and 8:00 a.m., provided that more than one (1) hour is actually worked after 4:00 p.m. and before 8:00 a.m.
- b. Where overtime compensation is to be calculated for tours in the regular duty chart, the overtime calculation shall be based on the rate paid for the tour to which the overtime is attached; for tours not in the regular duty chart, the overtime calculation shall be based on that rate paid for half or more the hours of the tour to which the overtime is attached.
- c. For all employees promoted to Assistant Deputy Warden on or after November 1, 1992:  
  
Effective February 1, 1993, 75% of the night shift differential as described in paragraph 'a' above earned by a similarly situated Assistant Deputy Warden promoted prior to November 1, 1992 shall be paid until the employee has completed five (5) years of service as an Assistant Deputy Warden.
- d. Employees covered by paragraph c. who are promoted to Deputy Warden and/or Deputy Warden-in-Command on or after June 17, 1996, shall continue to receive the reduced night shift differential set forth in paragraph c. for the portion of time remaining as if they had remained in the title Assistant Deputy Warden.  
  
This paragraph d. shall not apply to employees promoted to Deputy Warden and/or Deputy Warden-in-Command prior to June 17, 1996.
- e. Night-shift differential for Deputy Wardens and Deputy Wardens-in-Command shall be applicable to paid tours only.

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## ARTICLE XX - GRIEVANCE AND ARBITRATION PROCEDURE

### Section 1. - Definition

For the purpose of this Agreement the term "grievance" shall mean:

- a. a claimed violation, misinterpretation or inequitable application of the provisions of this Agreement;
- b. a claimed violation, misinterpretation or misapplication of the rules, regulations, or procedures of the agency affecting terms and conditions of employment, provided that, except as otherwise provided in this Section 1a, the term "grievance" shall not include disciplinary matters;
- c. a claimed violation, misinterpretation or misapplication of the Guidelines for Interrogation of Members of the Department referred to in Article XVIII of this Agreement;
- d. a claimed improper holding of an open-competitive rather than a promotional examination;
- e. a claimed assignment of the grievant to duties substantially different from those stated in the employee's job title specification.

### Section 2.

The grievance procedure, except for paragraph d. of Section 1 above, shall be as follows:

- Step I** - The employee and/or the Union shall present the grievance or in the form of a memorandum to the "Head of the Facility" not later than ninety (90) days after the date on which the grievance arose. The employee may also request an appointment to discuss the grievance. The Head of the Facility shall take any steps necessary to a proper disposition of the grievance and shall reply in writing by the end of the third work day following the date of submission.
- Step II** - An appeal from an unsatisfactory decision at Step I shall be presented in writing to the agency head or the designated representative. The appeal must be made within five (5) working days of the receipt of the Step I decision. The agency head or the designated representative, if any, shall meet with the employee and/or the Union for review of the grievance and shall issue a decision by the end of the tenth work day following the date on which the appeal was filed.
- Step III** - An appeal from an unsatisfactory decision at Step II shall be presented by the employee and/or the Union to the Commissioner of Labor Relations, in writing, within ten (10) working days of the receipt of the Step II decision. Copies of such appeals shall be sent to the agency head. The Commissioner of Labor Relations, or designee, shall review all appeals from Step II decision and shall answer such appeals within fifteen (15) working days.

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**Step IV** - An appeal from an unsatisfactory decision at Step III may be brought solely by the Union to the Office of Collective Bargaining for impartial arbitration within fifteen (15) working days of receipt of the Step III decision. In addition, the City shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance." The City 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 accord with the Consolidated Rules of the Office of Collective Bargaining. The costs and fees of such arbitration shall be borne equally by the Union and the City. The decision or award of the arbitrator shall be final and binding in accord with applicable law and shall not add to, subtract from or modify any contract, rule, regulation, existing policy or order mentioned in Section 1 of this Article.

**Section 3.**

As a condition to the right of a 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 or employees and the Union to submit the underlying dispute to any other administration or judicial tribunal except for the purpose of enforcing the arbitrator's award.

**Section 4.**

Any grievance of a general nature affecting a large group of employees and which concerns the claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this Agreement shall be filed at the option of the Union at Step III of the grievance procedure, without resort to previous steps.

**Section 5.**

If a decision 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 decision has not been so implemented, the Union may institute a grievance concerning such failure to implement at Step IV of the grievance procedure.

**Section 6.**

If the City exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the Union may invoke the next step of the procedure, except, however, that only the Union may invoke impartial arbitration under Step IV.

**Section 7.**

The City 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.

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**Section 8.**

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 9.**

- a. Any grievance 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 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 decision 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 fifteen (15) days of the presentation of such grievance to the Commissioner of Labor Relations, and the arbitrator shall decide such grievance within seventy-five (75) days of its presentation to him. 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 Union and the City.

**Section 10.**

The availability of the grievance or arbitration procedure shall not justify a failure to follow orders.

**Section 11.**

The grievance and arbitration procedures contained in this Agreement shall be the exclusive remedy for the resolution of disputes defined as "grievance" herein. This Section shall not be construed in any manner to limit the statutory rights and obligations of the City under Article XIV of the Civil Service Law.

**ARTICLE XXI - LINE-OF-DUTY DEATH BENEFIT**

In the event an employee dies because of line-of-duty injury received during the actual and proper performance of Assistant Deputy Warden, Deputy Warden, and/or Deputy Warden-in-Command service relating to the alleged or actual commission of an unlawful act, or directly resulting from a characteristic hazard of Assistant Deputy Warden, Deputy Warden, and/or Deputy Warden-in-Command duty, through no fault of the employee's, a payment of \$25,000 shall be made from funds other than those of the Retirement System in addition to any other payment which may be made as a result of such death. Such payment shall be made to the beneficiary designated under the Retirement System or, if no beneficiary is so designated to the estate of the deceased.

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## **ARTICLE XXII - DEATH BENEFIT-UNUSED LEAVE AND COMPENSATORY TIME**

If an employee dies while employed by the City, the employee's beneficiary designated under the Retirement System or, if no beneficiary is so designated, the deceased's estate shall receive payment in cash for the following as a death benefit:

- a. All unused accrued leave up to a maximum of fifty-four (54) days' credit;
- b. All unused accrued compensatory time earned subsequent to January 1, 1971 which is verifiable by official Department records up to a maximum of two hundred (200) hours.

## **ARTICLE XXIII - NO STRIKES**

In accord with applicable law, neither the Union nor any employee shall induce or engage in any strikes, slowdowns, work stoppages, or mass absenteeism, or induce any mass resignation during the term of this Agreement.

## **ARTICLE XXIV - BULLETIN BOARDS**

The Union may post notices on bulletin boards in places and locations where notices usually are posted by the Employer for employees to read. All notices shall be on Union stationery, shall be used only to notify employees of matters pertaining to Union affairs, and shall not contain any derogatory or inflammatory statements concerning the City, the Department, or personnel employed by either entity.

## **ARTICLE XXV - NO WAIVER**

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which Assistant Deputy Wardens, Deputy Wardens, and/or Deputy Wardens-in-Command are entitled by law.

## **ARTICLE XXVI - SAVINGS CLAUSE**

If 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.

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## **ARTICLE XXVII - LABOR-MANAGEMENT COMMITTEE**

### **Section 1.**

The City 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 covered by this Agreement.

### **Section 2.**

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

### **Section 3.**

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. Vacancies shall be filled by the appointing party for the balance of the term to be served. Each member may designate one (1) alternate. Each committee shall select a chairman from among its members at each meeting. The chairmanship 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.

At the request of either the Department of Correction or the Assistant Deputy Wardens/Deputy Wardens Association, a representative of the Office of Labor Relations will sit in on the Labor Management Committee.

### **Section 4.**

The labor-management committee shall meet at the call of either the Union members or the City members at times mutually agreeable to both parties. At least one (1) week in advance of a meeting the party calling the meeting shall provide, to the other party, a written agenda of matters to be discussed. Minutes shall be kept and copies supplied to all members of a committee.

## **ARTICLE XXVIII - 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.

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WHEREFORE, we have hereunto set our hands and seals this 16<sup>th</sup> day of March, 2009.

CITY OF NEW YORK

ASSISTANT DEPUTY WARDENS/  
DEPUTY WARDENS ASSOCIATION

BY: James F. Hanley BY: Sidney Schwartzbaum  
 JAMES F. HANLEY SIDNEY SCHWARTZBAUM  
 Commissioner of Labor Relations President

APPROVED AS TO FORM:

Date submitted to the  
FINANCIAL CONTROL BOARD

BY: Paul T. Rephen  
 PAUL T. REPHEN  
 ACTING CORPORATION COUNSEL

UNIT: ASSISTANT DEPUTY WARDENS/DEPUTY WARDENS

TERM: March 1, 2008 to June 30, 2012

OFFICE OF LABOR RELATIONS  
 REGISTRATION  
 OFFICIAL CONTRACT

NO: 09019  
 DATE: MAR 16 2009



NEW YORK CITY DEPARTMENT OF CORRECTION  
Martin F. Horn, Commissioner

Office of the Commissioner

33 Beaver Street, 23<sup>rd</sup> fl.  
New York, NY 10004  
Office 212-266-1212  
Fax 212-266-1219

Appendix A

**Sidney Schwartzbaum, President**  
**Assistant Deputy Wardens/Deputy Wardens Association**  
**364 Decker Avenue**  
**Staten Island, N. Y. 10302-2224**

**Re: ADW/DW Agreement**

Dear Mr. Schwartzbaum:

When the Departmental Doctor determines that an Assistant Deputy Warden/Deputy Warden is injured in the line of duty and is incapacitated and unable to return to work for a finite period of time, then the Department will not confine such officer to his residence for that period. If the administrative determination by the Commissioner or his designee is different from that of the Departmental Doctor, then the change will be communicated to the officer by telephone or in writing.

It is expressly understood that the determination by the Commissioner or his designee is final and not subject to the grievance process. This procedure does not affect any other rule or regulation of the Department.

Sincerely,

A handwritten signature in black ink, appearing to read "Martin F. Horn".

MARTIN F. HORN

09019



NEW YORK CITY DEPARTMENT OF CORRECTION  
Martin F. Horn, Commissioner

Office of the Commissioner

33 Beaver Street, 23<sup>rd</sup> fl.  
New York, NY 10004  
Office 212-266-1212  
Fax 212-266-1219

Appendix B

Sidney Schwartzbaum, President  
Assistant Deputy Wardens/Deputy Wardens Association  
364 Decker Avenue  
Staten Island, NY 10302-2224

Re: ADW/DW Association Agreement

Dear Mr. Schwartzbaum:

This is to confirm our understanding that the issue of the usage of compensatory time for Assistant Deputy Wardens/Deputy Wardens in the Department of Correction has been referred to the Labor Management Committee provided for in this collective bargaining Agreement.

In addition, the parties agree to establish a Committee to discuss the issue of parking for Assistant Deputy Wardens' private cars.

Sincerely,

A handwritten signature in black ink that reads "Martin F. Horn".

MARTIN F. HORN

09019



NEW YORK CITY DEPARTMENT OF CORRECTION  
Martin F. Horn, Commissioner

Office of the Commissioner

33 Beaver Street, 23<sup>rd</sup> fl.  
New York, NY 10004  
Office 212-266-1212  
Fax 212-266-1219

Appendix C

**Sidney Schwartzbaum, President**  
**Assistant Deputy Wardens/Deputy Wardens Association**  
364 Decker Avenue  
Staten Island, NY 10302-2224

**Re: ADW/DW Association Agreement**

Dear Mr. Schwartzbaum:

This is to confirm our understanding that when an Assistant Deputy Warden/Deputy Warden is required to report to a location other than his/her assigned location, he/she shall be allowed travel time within the tour of duty.

This shall not pertain to staff who normally have field assignments.

Sincerely,

A handwritten signature in black ink that reads "Martin F. Horn".

MARTIN F. HORN

09019



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

**MARGARET M. CONNOR**

First Deputy Commissioner

Appendix D

Sidney Schwartzbaum, President  
Assistant Deputy Wardens/Deputy Wardens Association  
P.O. Box 166  
East Elmhurst, New York 11369

Re: ADW/DWA Agreement for the period March 1, 2008 to June 30, 2012.

Dear Mr. Schwartzbaum:

This is to confirm our mutual understanding and agreement regarding the increased number of appearances required by certain Assistant Deputy Wardens as follows:

Each employee promoted to Assistant Deputy Warden on or after July 1, 1990 shall be required to work six (6) additional tours per year beyond the number required for a similarly situated incumbent Assistant Deputy Warden.

Effective July 1, 1998, upon completion of six (6) years of service as an Assistant Deputy Warden, employees promoted to Assistant Deputy Warden on or after July 1, 1990 shall be required to make the same number of appearances as a similarly situated Assistant Deputy Warden who had been promoted before July 1, 1990.

Effective March 1, 2003, immediately upon completion of four (4) years of service as an Assistant Deputy Warden, employees promoted to Assistant Deputy Warden on or after July 1, 1990 shall be required to make the same number of appearances as a similarly situated incumbent Assistant Deputy Warden who had been promoted before July 1, 1990.

Effective April 1, 2009, the current requirement to work six (6) additional tours will be eliminated upon completion of the third year of service instead of the fourth year.

The parties agree that the increased number of appearances required by certain employees who are promoted to Assistant Deputy Warden on or after July 1, 1990, whereby they shall be required to work six (6) additional tours per year beyond the number required for a similarly situated incumbent Assistant Deputy Warden, shall cease to apply upon such employees' promotion to Deputy Warden and/or Deputy Warden-in-Command.

Very truly yours,

James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF THE ADW/DWA

BY:

  
Sidney Schwartzbaum

09019



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*  
**MARGARET M. CONNOR**  
*First Deputy Commissioner*

Appendix E

Sidney Schwartzbaum, President  
Assistant Deputy Wardens/Deputy Wardens Association  
P.O. Box 166  
East Elmhurst, New York 11369

Re: ADW/DWA Agreement for the period March 1, 2008 to June 30, 2012.

Dear Mr. Schwartzbaum:

This is to confirm our mutual understanding and agreement regarding Article XII of the above Agreement. If the stabilization fund referred to in Article XII does not have sufficient monies to maintain the then current level of health insurance benefits provided under GHI-CBP/Blue Cross plan, payroll deductions in the appropriate amounts shall be taken from employees and retirees enrolled in such plan unless agreement is reached on a program wide basis to take the needed monies from the contributions to the welfare fund provided in Article XIII of the above Agreement.

Very truly yours,

A handwritten signature in cursive script that reads "James F. Hanley".

James F. Hanley  
Commissioner

AGREED AND ACCEPTED ON BEHALF OF THE ADW/DWA

BY:

A handwritten signature in cursive script that reads "Sidney Schwartzbaum".  
Sidney Schwartzbaum

09019



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

**MARGARET M. CONNOR**

First Deputy Commissioner

Appendix F

Sidney Schwartzbaum, President  
Assistant Deputy Wardens/Deputy Wardens Association  
P.O. Box 166  
East Elmhurst, New York 11369

Re: ADW/DWA Agreement for the period March 1, 2008 to June 30, 2012.

Dear Mr. Schwartzbaum:

The City and the ADW/DWA recognize that, pursuant to Administrative Code Section 12-127, the City is obligated to pay for the cost of line of duty injury prescription drugs for ADW/DWA members. The parties further recognize that a significant number of ADW/DWA members have utilized the ADW/DWA Security Benefits Fund to pay for these prescription drugs without reimbursement by the City. The ADW/DWA agrees to waive any and all claims retroactively and prospectively against the City for the reimbursement of the cost of line of duty injury prescription drugs.

If the above conforms to your understanding, please execute the signature line below.

Very truly yours,

A handwritten signature in cursive script that reads "James F. Hanley".

James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF THE ADW/DWA

BY:

A handwritten signature in cursive script that reads "Sidney Schwartzbaum".  
Sidney Schwartzbaum

61060



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*  
**MARGARET M. CONNOR**  
*First Deputy Commissioner*

Appendix G

Sidney Schwartzbaum, President  
Assistant Deputy Wardens/Deputy Wardens Association  
P.O. Box 166  
East Elmhurst, New York 11369

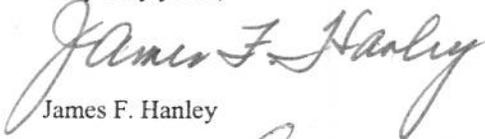
Re: ADW/DWA Agreement for the period March 1, 2008 to June 30, 2012.

Dear Mr. Schwartzbaum:

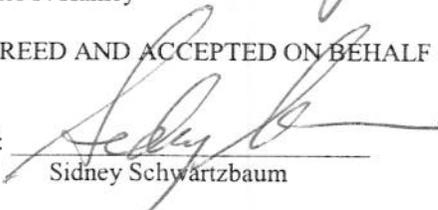
This is to confirm that during negotiations for the successor agreement to this 2008 - 2012 agreement the parties shall negotiate the issue of increasing the City's contribution to the ADW/DWA Security Benefits Fund as the first issue to be addressed. The issues to be negotiated shall include the intent of the parties to equalize the City's total contribution to the ADW/DWA Security Benefits Fund with the total contributions made by the City to other health and welfare funds on behalf of other employees and that the ADW/DWA shall be responsible for the cost of such increased contributions.

If the above conforms to your understanding, please execute the signature line below.

Very truly yours,

  
James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF THE ADW/DWA

BY:   
Sidney Schwartzbaum

09.01.09



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*

**MARGARET M. CONNOR**

*First Deputy Commissioner*

Appendix H

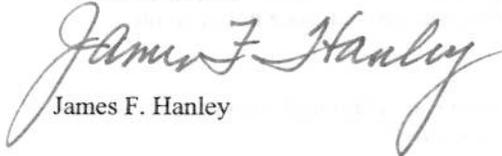
Sidney Schwartzbaum, President  
Assistant Deputy Wardens/Deputy Wardens Association  
P.O. Box 166  
East Elmhurst, New York 11369

Re: ADW/DWA Agreement for the period March 1, 2008 to June 30, 2012.

Dear Mr. Schwartzbaum:

Subject to the exigencies of the Department, Deputy Wardens and Deputy Wardens-in-Command who are scheduled to work on a holiday may request to be granted time-off provided they charge their absence to their annual leave or compensatory time balances.

Very truly yours,

  
James F. Hanley

09019



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*  
**MARGARET M. CONNOR**  
*First Deputy Commissioner*

Appendix I

Sidney Schwartzbaum, President  
Assistant Deputy Wardens/Deputy Wardens Association  
P.O. Box 166  
East Elmhurst, New York 11369

Re: ADW/DWA Agreement for the period March 1, 2008 to June 30, 2012.

Dear Mr. Schwartzbaum:

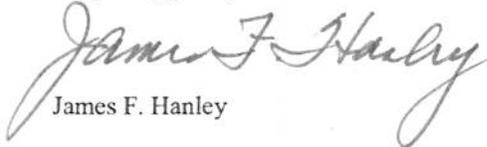
This is to confirm our mutual understanding and agreement regarding Article XVI of the above Agreement.

In consideration of the fact that the ADW/DWA agrees to forego seven (7) of the regularly scheduled monthly meetings, release time with pay shall continue to be permitted for one (1) day per week for each of the following positions: President; Vice President; and, one (1) other individual designated by the ADW/DWA, for a total of three (3) days per week. The ADW/DWA will give advance notice to the Department of Correction of its request for such release time.

Effective July 1, 2008 through July 31, 2011, the ADW/DWA will have an additional one (1) day per week with pay and benefits for one (1) position pursuant to Executive Order No. 75.

For the purpose of attending the five (5) remaining regularly scheduled meetings (to be held in January, March, May, September, and November), Union delegates shall be excused from duty if the meeting coincides with the delegate's scheduled tour, provided that the command has received at least seventy-two (72) hours advance notice of such request for excusal.

Very truly yours,

  
James F. Hanley

09012



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

**MARGARET M. CONNOR**

First Deputy Commissioner

Appendix J

Sidney Schwartzbaum, President  
Assistant Deputy Wardens/Deputy Wardens Association  
P.O. Box 166  
East Elmhurst, New York 11369

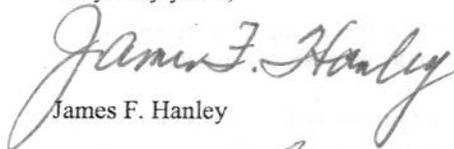
Re: ADW/DWA Agreement for the period March 1, 2008 to June 30, 2012.

Dear Mr. Schwartzbaum:

This is to confirm our agreement to establish a labor management committee to discuss the impact of increased productivity. The committee will explore proposals for increased productivity by Assistant Deputy Wardens, Deputy Wardens and Deputy Wardens-in-Command. Mutually agreed upon proposals may be discussed for implementation. After implementation of any agreed upon proposal, the parties may discuss application of the results of implementation.

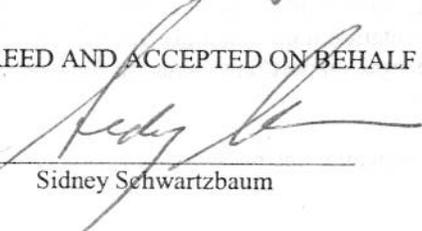
If this accords with your understanding, please execute at the line below.

Very truly yours,

  
James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF THE ADW/DWA

BY:

  
Sidney Schwartzbaum

09019



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*  
**MARGARET M. CONNOR**  
*First Deputy Commissioner*

Appendix K

Sidney Schwartzbaum  
President  
Assistant Deputy Wardens/Deputy Wardens Association  
P.O. Box 166  
East Elmhurst, New York 11369

Re: ADW/DWA Agreement for the period March 1, 2008 to June 30, 2012  
"Legal Support/Representation Fund"

Dear Mr. Schwartzbaum:

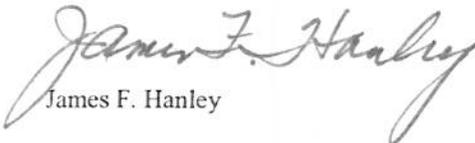
This is to confirm our mutual understanding and agreement regarding the "Legal Support/Representation Fund" established pursuant to the terms of a supplemental agreement between the City and the Union as approved by the Corporation Counsel. While these funds shall be administered by the Welfare Fund administrator, they are to be maintained in a separate account and shall not be commingled with any other monies received by the Welfare Fund and/or the Civil Legal Representation Fund. No monies from the Welfare Fund and/or the Civil Legal Representation Fund may be used for such legal support/representation.

The ADW/DWA expressly understands and agrees that the monies from the legal support/representation fund cannot and shall not be used in any action directly or indirectly adverse to the interests of the City.

The ADW/DWA further agrees that the legal support/representation fund cannot and shall not be used in any manner that would otherwise conflict with the terms of the side letter dated July 17, 1985 that sets forth the limitations placed on the authorized use of the civil legal representation fund found in Article XIII, Section 1. c. of the parties' collective bargaining agreement except that the legal support/representation fund may be used for legal support/representation in matters excluding civil actions.

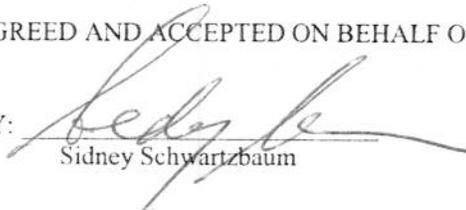
If the above conforms to your understanding, please execute the signature line below.

Very truly yours,

  
James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF THE ADW/DWA

BY:

  
Sidney Schwartzbaum

09019



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

**MARGARET M. CONNOR**

First Deputy Commissioner

Appendix L

Sidney Schwartzbaum, President  
Assistant Deputy Wardens/Deputy Wardens Association  
P.O. Box 166  
East Elmhurst, New York 11369

Re: ADW/DWA Agreement for the period March 1, 2008 to June 30, 2012

Dear Mr. Schwartzbaum:

This is to confirm the parties' agreement that the following topics shall be referred for discussion to the labor management committee in the Department of Correction:

- compensatory time for Deputy Wardens and Deputy Wardens-in-Command
- vacation picks for Deputy Wardens
- "Acting Warden differential" for Deputy Wardens

Very truly yours,

James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF THE ADW/DWA

BY:

  
Sidney Schwartzbaum

09.013



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*

**MARGARET M. CONNOR**

*First Deputy Commissioner*

Appendix M

Sidney Schwartzbaum, President  
Assistant Deputy Wardens/Deputy Wardens Association  
P.O. Box 166  
East Elmhurst, New York 11369

Re: ADW/DWA Agreement for the period March 1, 2008 to June 30, 2012.

Dear Mr. Schwartzbaum:

Assistant Deputy Wardens shall use a pass day, or one (1) annual leave day, and all Deputy Wardens and Deputy Wardens-in-Command shall use one (1) annual leave day to qualify at the range.

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

Very truly yours,

A handwritten signature in cursive script that reads "James F. Hanley".

James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF THE ADW/DWA

BY: \_\_\_\_\_

A handwritten signature in cursive script that reads "Sidney Schwartzbaum".  
Sidney Schwartzbaum

09019



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*

**MARGARET M. CONNOR**

*First Deputy Commissioner*

Appendix N

Sidney Schwartzbaum, President  
Assistant Deputy Wardens/Deputy Wardens Association  
P.O. Box 166  
East Elmhurst, New York 11369

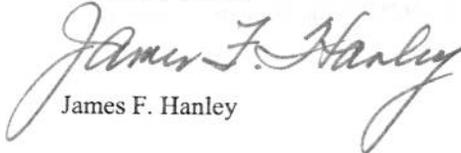
Re: ADW/DWA Agreement for the period March 1, 2008 to June 30, 2012.

Dear Mr. Schwartzbaum:

If another uniformed collective bargaining unit has an adjustment made to their salary schedule through the collective bargaining or arbitration process or otherwise during the time period covering March 1, 2008 through June 30, 2012, which results in a greater percentage wage increase, then, at the Assistant Deputy Wardens/Deputy Wardens Association's request, this agreement will be reopened for the purposes of negotiating the effect of that adjustment – through the final steps of the bargaining process.

If the above conforms to your understanding, please execute the signature line below.

Very truly yours,

  
James F. Hanley

09019



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  
**MARGARET M. CONNOR**  
 First Deputy Commissioner

Appendix O

Sidney Schwartzbaum, President  
 Assistant Deputy Wardens/Deputy Wardens Association  
 P.O. Box 166  
 East Elmhurst, New York 11369

Re: ADW/DWA Agreement for the period March 1, 2008 through June 30, 2012

Dear Mr. Schwartzbaum:

Effective as soon as practicable after ratification, the Department of Correction will establish a category of employees in this bargaining unit designated on "special assignment."

The designation of certain employees detailed on "special assignment" in the Department of Correction shall be in the sole discretion of the Commissioner.

The number of employees eligible for such designation shall not exceed 4.92% of the budgeted positions in the bargaining unit.

"Special Assignment"

4th Year Step	12% (an additional 3%)
3rd Year Step	9% (an additional 3%)
2nd Year Step	6% (an additional 3%)
1st Year Step	3%

The affected employee's initial receipt of special assignment pay shall commence upon completion of six (6) months of satisfactory performance in the special assignment designation.

Very truly yours,

*James F. Hanley*  
 James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF THE ADW/DWA

BY: *Sidney Schwartzbaum*  
 Sidney Schwartzbaum

09.01.09



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*  
**MARGARET M. CONNOR**  
*First Deputy Commissioner*

Appendix P

Sidney Schwartzbaum, President  
Assistant Deputy Wardens/Deputy Wardens Association  
P.O. Box 166  
East Elmhurst, New York 11369

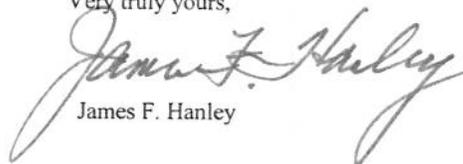
Re: ADW/DWA Agreement for the period March 1, 2008 through June 30, 2012

Dear Mr. Schwartzbaum:

This is to confirm the understanding and agreement of the parties with respect to Martin Luther King, Jr.'s Birthday.

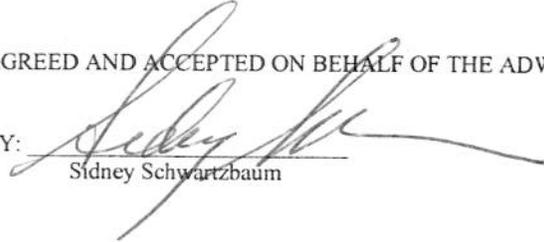
In the event that the ADW/DWA elects to increase the number of paid holidays by including Martin Luther King, Jr.'s Birthday as a twelfth paid holiday, the cost of the additional paid holiday will be borne by the ADW/DWA.

Very truly yours,

  
James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF THE ADW/DWA

BY:

  
Sidney Schwartzbaum

09019

