



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

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES
FROM: JAMES F. HANLEY, COMMISSIONER *James F. Hanley*
SUBJECT: EXECUTED CONTRACT: Clerical
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 1 of said contract.

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

DATED: *April 13, 2012*

OFFICE OF LABOR RELATIONS REGISTRATION	
OFFICIAL	CONTRACT
NO: <u>12005</u>	DATE: <u>April 13, 2012</u>

2008-2010 Clerical Agreement

CONTENTS:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION	2
ARTICLE II - DUES CHECKOFF	4
ARTICLE III - SALARIES	5
Salary Ranges.....	5
General Wage Increase	15
New Hires	16
Advancement Increases.....	18
Level Increases.....	19
Assignment Differentials.....	21
Service Increments.....	26
Longevity Increment.....	28
ARTICLE IV - WELFARE FUND	30
ARTICLE V - PRODUCTIVITY AND PERFORMANCE	31
ARTICLE VI - GRIEVANCE PROCEDURE	32
Disciplinary Procedure for Employees Subject to Section 75.....	35
Disciplinary Procedure for Provisional Employees	36
Disciplinary Procedure for Non-Competitive Employees.....	36
Expedited Arbitration Procedure	38
ARTICLE VII - BULLETIN BOARDS: EMPLOYER FACILITIES	40
ARTICLE VIII - NO STRIKES	40
ARTICLE IX - CITYWIDE ISSUES	40
ARTICLE X - UNION ACTIVITY	40
ARTICLE XI - LABOR-MANAGEMENT COMMITTEE	40
ARTICLE XII - FINANCIAL EMERGENCY ACT	41
ARTICLE XIII - APPENDICES	41
ARTICLE XIV - SAVINGS CLAUSE	41
ARTICLE XV - CONTRACTING-OUT CLAUSE	41
ARTICLE XVI - SENIORITY	41
ARTICLE XVII - PHYSICAL WORKING CONDITIONS	42
ARTICLE XVIII - NEW EQUIPMENT	42
ARTICLE XIX - POSTING OF VACANCIES	42
ARTICLE XX - CIVIL SERVICE AND CAREER DEVELOPMENT	42
ARTICLE XXI - SPECIAL PROVISIONS APPLICABLE TO EMPLOYEES IN INCOME MAINTENANCE	43
Caseload.....	43
Income Support Units Reorganization.....	44
ARTICLE XXII - SPECIAL PROVISIONS APPLICABLE TO EMPLOYEES IN THE DEPARTMENT OF SOCIAL SERVICES	45
Hours and Schedules.....	45
Union-Management Relations	45
Transfer of Personnel.....	46
ARTICLE XXIII - SPECIAL PROVISIONS APPLICABLE TO THE POLICE DEPARTMENT	49
ARTICLE XXIV - SPECIAL PROVISIONS APPLICABLE TO THE HEALTH AND HOSPITALS CORPORATION	49
ARTICLE XXV - SPECIAL PROVISIONS APPLICABLE TO THE DEPARTMENT OF SANITATION	52
Appendix A Longevity Increment Eligibility Rules	
Appendix B Recurring Increment Payment Rules	

12005

2008-2010 CLERICAL AGREEMENT

AGREEMENT entered into this 13th day of April, 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 (hereinafter referred to as the "Union"), (hereinafter referred to 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):

NOTE: OTB titles included for salary purposes only.

<u>Title</u>	<u>Title Code Numbers</u>
Account Clerk (including OTB)	10105,09522
Administrative Assistant (Campaign Finance Board)	06603
Analyst (Campaign Finance Board)	06601
Associate Archivist	60223
Associate Public Records Officer	60217
Associate Reporter/Stenographer (DA)	10213
Associate Word Processor (including OTB)	05783,10303
Betting Clerk (OTB)	03783
Betting Clerk (OTB) (Part-Time Hourly)	05710,05710A
Betting Clerk Trainee (OTB)	05605
Blueprinter	11110
Call Center Representative ***	10260
Cashier	10605,106050
Chief Law Stenographer	10221
Chief Office Assistant	10118
Clerical Aide	10250
Clerical Associate	10251,102510,102610-50
Clerk (including OTB)	09527,10098,10106,13
Client Navigator ****	985510, 985520

<u>Title</u>	<u>Title Code Numbers</u>
Comptometer Operator	11305,K0287
Confidential Secretary (including Kings DA)	10204,12804
Correction Administrative Aide	70400
Customer Communications Specialist (OTB)	05571
Department Librarian	60210,602100
Department Principal Librarian	60265
Department Senior Librarian	60235,602350
Department Supervising Librarian	60260,602600
Department Library Aide	09532
Duplicating Machine Operator (OTB)	05577
Duplicating Machine Operator Trainee (OTB)	05578
Electronic Office Equipment Repairer (OTB)	05509
Eligibility Specialist	10104
Enrollment Sales Representative Assistant	103610
Enrollment Sales Representative	103710,20,30
Enrollment Sales Representative (Medicare)	103810,20,30
Equipment Control Planner (Hospitals)	000780
Head Clerk (OTB)	03865
Interpreter (including specialties)	01604,31010,13,17
Key Punch Operator (including OTB)	10907
Legal Secretarial Asst.	10229
Legal Secretary	01665
Maintenance Control Scheduler	039760
Medical Clerk	10108
Messenger	12005
Office Aide (including Typing OTB/OTB-P/T) **	05702,05702A,10109,1010A,960010,20,30,40
Office Appliance Operator (including OTB)	11705
Office Assistant	10115,09679, 13295, 13577
Office Associate (including OTB/OTB-P/T)	05703,05703A,10112,960100
Office Machine Aide (including OTB)	05705,11702,960320
Paralegal Aide	30080,964010,20
Paralegal Aide Trainee	30076
Parking Meter Collector *	41110
Photographer Photostat Operator	90615
Police Administrative Aide	10144
Police Communications Technician	71012
Precinct Receptionist (Per Hour)	10140
Precinct Receptionist (Police Department)	05202
Principal Customer Communication Spec.(OTB)	03878
Process Server	30205
Productivity Traffic Controller (OTB)	05684
Public Records Aide	60215
Public Records Officer	60216
Racing Data Coordinator (OTB)	05667
Racing Data Coordinator Trainee (OTB)	05666
Reporter/Stenographer (DA)	10212
Secretary	10216,10252,102720,30,40,50
Secretary (CCRB)	10252,1025B,1025C
Senior Customer Communication Spec.(OTB)	05713
Senior Duplicating Machine Operator (OTB)	05576
Senior Legal Secretary (OTB)	05573
Senior Office Appliance Maintainer	90836

<u>Title</u>	<u>Title Code Numbers</u>
Senior Police Administrative Aide	10147
Senior Secretary	10220
Senior Stenographer (including JOP OTB)	09536,10216,10915,11018
Senior Tabulator Operator	11033
Shop Clerk **	05787,10132
Statistical Secretary (OMB)	05363
Stenographer/Secretary **	05707,10206,960520
Stenographic/Secretarial Associate **	05708,10211,960600
Supervising Parking Meter Collector	41112
Supervising Police Communications Technician	71013
Supervising Racing Data Coordinator (OTB)	05668
Supervising Voice Broadcast Specialist (OTB)	05733
Supervisor of Duplicating Services (OTB)	05581
Tabulator Operator	10910,11032
Technical Support Aide **	05696,13610,960820,30
Telephone Operator (including OTB)	10805
Transcribing Typist	10308
Typist (including OTB)	09537,10305
Voice Broadcast Specialist (OTB)	05732
Voice Broadcast Specialist Trainee (OTB)	05731
Word Processor (including OTB/OTB-PT)	05782,05782A,10302

* For present incumbents only.

** Title deleted from City Classification April 21, 1996.

*** Title certified October 30, 2003.

**** Title certified December 2, 2004.

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. Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, advancement or level increases, general increases, education differentials and any other salary adjustments, are based upon a normal work week of 35 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.
40 hour week basis - 1/2088 of the appropriate minimum basic salary.
- 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 titles shall be subject to the following specified salaries, salary adjustments, and/or salary ranges:

a. Effective March 3, 2008

	i. Minimum ¹		
	(1) Hiring Rate	(2) Incumbent Rate	ii. Maximum
Account Clerk (incl. OTB)	\$24,706	\$28,412	\$34,991
Administrative Assistant (CFB)			
Level I	\$22,863	\$26,293	\$45,723
Level II	\$28,130	\$32,349	\$59,400
Analyst (Campaign Finance Board) Level I	\$24,341	\$27,992	\$48,751
Associate Archivist ²	\$44,198	\$50,828	\$67,410
Associate Public Records Officer			
Level I	\$44,198	\$50,828	\$67,410
Level II	\$49,835	\$57,310	\$71,233
Associate Reporter/Stenographer (DA)			
Level I	\$42,110	\$48,427	\$63,465
Level II	\$53,642	\$61,688	\$68,097
Associate Word Processor (Incl. OTB) ³	\$32,443	\$37,309	\$50,929
Betting Clerk(OTB)			
Betting Clerk(PT & Hourly, OTB)			
Betting Clerk Trainee(OTB)			
Blueprinter	\$24,706	\$28,412	\$34,991
Call Center Representative	\$28,443	\$32,709	\$48,894
Cashier			
Level I	\$29,503	\$33,928	\$44,775
Level II	\$32,443	\$37,309	\$50,929
Chief Law Stenographer	\$39,555	\$45,488	\$60,522
Chief Office Assistant	\$29,503	\$33,928	\$44,775
Clerical Aide ⁴	\$23,903	\$27,488	\$33,292
Clerical Associate *			
Level Ia ⁵	\$23,903	\$27,488	\$33,292
Level Ib ⁶	\$24,706	\$28,412	\$38,725
Level II	\$26,632	\$30,627	\$39,676
Level III	\$29,503	\$33,928	\$47,795
Level IV ⁷	\$32,443	\$37,309	\$50,929
Level IVa (HHC ONLY) ###	See Footnote	\$39,920	\$54,492
Clerk (incl. OTB)	\$23,903	\$27,488	\$33,292
Client Navigator			
Level I	\$31,793	\$36,562	\$68,847
Level I	\$33,723	\$38,781	\$73,832
Comptometer Operator	\$23,903	\$27,488	\$33,292
Confidential Secretary (incl. Kings DA)	\$30,241	\$34,777	\$44,775
Correction Administrative Aide	\$29,503	\$33,928	\$44,775
Customer Communications Spec.(OTB)			
Department Librarian	\$35,537	\$40,867	\$50,294
Department Principal Librarian	\$49,835	\$57,310	\$71,233

Department Senior Librarian	\$38,669	\$44,469	\$56,929
Department Supervising Librarian	\$44,323	\$50,972	\$64,819
Department Library Aide	\$23,903	\$27,488	\$33,292
Duplicating Machine Operator (OTB)			
Duplicating Machine Operator Trainee (OTB)			
Electronic Office Equipment Repairer (OTB)			
Eligibility Specialist			
Level I	\$29,503	\$33,928	\$44,775
Level II	\$30,603	\$35,194	\$46,246
Level III	\$32,480	\$37,352	\$48,149
Enrollment Sales Representative Assistant	\$31,455	\$33,922	\$64,404
Enrollment Sales Representative			
Level I	\$34,038	\$36,707	\$69,119
Level II	\$36,106	\$38,934	\$74,604
Level III	\$37,651	\$40,603	\$77,761
Enrollment Sales Representative (Medicare)			
Level I	\$41,600	\$47,840	\$72,800
Level II	\$45,760	\$52,624	\$83,200
Level III	\$49,920	\$57,408	\$93,600
Equipment Control Planner (Hospitals)	\$29,503	\$33,928	\$44,775
Head Clerk (OTB)			
Interpreter (incl. spec.)	\$37,756	\$43,419	\$60,600
Key Punch Operator (incl. OTB)			
Legal Secretarial Asst. Level I	\$31,069	\$35,729	Flat Rate
Legal Secretary	\$30,241	\$34,777	\$44,775
Maintenance Control Scheduler	\$29,503	\$33,928	\$44,775
Medical Clerk	\$24,706	\$28,412	\$34,991
Messenger	\$23,903	\$27,488	\$33,292
Office Aide (Typing) (Incl.OTB/OTB-P/T)			
Level I ^{3&8}	\$23,903	\$27,488	\$33,292
Level II ³	\$24,706	\$28,412	\$38,725
Level III ³	\$26,632	\$30,627	\$39,676
Office Appliance Operator (incl. OTB)	\$23,903	\$27,488	\$33,292
Office Assistant	\$23,903	\$27,488	\$33,292
Office Associate (Incl. OTB/OTB-P/T) ³	\$29,503	\$33,928	\$44,775
Office Machine Aide (incl. OTB)			
Level I ⁹	\$23,903	\$27,488	\$33,292
Level II	\$26,632	\$30,627	\$38,725
Paralegal Aide			
Level I	\$30,492	\$35,066	\$41,435
Level II	\$35,022	\$40,275	\$49,007
Paralegal Aide Trainee	\$25,798	\$29,668	\$33,736
Parking Meter Collector ²	\$27,293	\$31,387	\$39,676

Photographer & Photostat Operator	\$28,395	\$32,654	\$40,637
Police Administrative Aide	\$29,503	\$33,928	\$44,775
Police Communications Technician ##			
Less than one year of service ¹	\$31,451	\$36,169	
One year of service ¹	\$32,510	\$37,387	
Two years of service		\$39,827	
Three years of service – have refused to be trained to perform the radio dispatching		\$39,827	
Three years of service – not radio trained, but have not refused to be trained	\$35,691	\$41,045	
Three years of service - trained to perform the radio Dispatching	\$37,106	\$42,672	
Precinct Receptionist (Per Hour)			
hired after 6/30/86	\$11.76	\$13.52	Hourly Rate
hired between 7/1/85 - 6/30/86		\$13.61	Hourly Rate
hired between 7/1/84 - 6/30/85		\$13.76	Hourly Rate
Hired before 7/1/84		\$13.95	Hourly Rate
Precinct Receptionist (Police Dept.)			
hired after 6/30/86	\$11.76	\$13.52	Hourly Rate
hired between 7/1/85 - 6/30/86		\$13.61	Hourly Rate
hired between 7/1/84 - 6/30/85		\$13.76	Hourly Rate
Hired before 7/1/84		\$13.95	Hourly Rate
Prin. Customer Communication Spec.(OTB)			
Process Server	\$23,903	\$27,488	\$33,292
Productivity Traffic Controller (OTB)			
Public Records Aide	\$27,745	\$31,907	\$42,483
Public Records Officer	\$35,746	\$41,108	\$51,361
Racing Data Coordinator (OTB)			
Level I			
Level II			
Racing Data Coordinator Trainee (OTB)			
Reporter/Stenographer (DA)			
Level I	\$32,984	\$37,932	\$53,680
Level IA #	\$42,110	\$48,427	\$63,465
Level II	\$53,642	\$61,688	\$68,097
Secretary	\$27,293	\$31,387	\$39,676
Secretary *			
Level Ia ¹⁰	\$23,903	\$27,488	\$33,292
Level Ib ¹¹	\$24,706	\$28,412	\$38,725
Level IIa	\$26,632	\$30,627	\$39,676
Level IIb	\$27,293	\$31,387	\$39,676
Level IIIa	\$29,503	\$33,928	\$47,795
Level IIIb ¹²	\$30,241	\$34,777	\$47,795
Level IV	\$32,443	\$37,309	\$50,929

Secretary (CCRB)			
AL I	\$29,503	\$33,928	\$44,775
AL II	\$35,614	\$40,956	\$44,775
Sr. Customer Communication Spec.(OTB)			
Sr. Duplicating Machine Operator (OTB)			
Senior Legal Secretary (OTB)			
Senior Office Appliance Maintainer	\$29,503	\$33,928	\$44,775
Senior Police Administrative Aide	\$35,614	\$40,956	\$46,287
Senior Secretary	\$29,503	\$33,928	\$44,775
Senior Stenographer (incl. JOP & OTB)	\$27,293	\$31,387	\$39,676
Senior Tabulator Operator	\$27,293	\$31,387	\$39,676
Shop Clerk ³	\$29,503	\$33,928	\$44,775
Statistical Secretary (OMB)			
Level I	\$24,752	\$28,465	\$51,600
Level II	\$33,623	\$38,667	\$72,214
Stenographer/Secretary			
Level I ^{3 & 9}	\$24,706	\$28,412	\$34,991
Level II ³	\$27,293	\$31,387	\$39,676
Level III ^{3 & 13}	\$29,503	\$33,928	\$47,795
Stenographic/Secretarial Associate			
Level I ³	\$30,241	\$34,777	\$44,775
Level II ^{3 & 13}	\$32,443	\$37,309	\$50,929
Supervising Parking Meter Collector	\$29,503	\$33,928	\$44,775
Sprvsg Police Communications Tech. ##			
Less than one year of service ¹	\$41,969	\$48,264	
One year of service ¹	\$43,946	\$50,538	
Two years of service		\$52,830	
Three years or more of service		\$55,106	
Sprvsg Racing Data Coordinator (OTB) *			
Level I			
Level II			
Sprvsg Voice Broadcast Specialist (OTB)			
Supervisor of Duplicating Services (OTB)			
Tabulator Operator	\$24,706	\$28,412	\$34,991
Technical Support Aide			
Level Ia ^{3 & 14}	\$24,706	\$28,412	\$34,991
Level Ib ³	\$26,632	\$30,627	\$39,676
Level II ³	\$29,503	\$33,928	\$47,795
Level III ³	\$32,443	\$37,309	\$50,929
Telephone Operator (Incl. OTB)			
Transcribing Typist	\$24,706	\$28,412	\$34,991
Typist (incl. OTB)			
Voice Broadcast Specialist (OTB)			

Voice Broadcast Specialist Trainee (OTB)
 Word Processor (Incl. OTB/OTB-PT) *, **

Level I ^{2 & 15}	\$24,706	\$28,412	\$34,991
Level II ^{2 & 16}	\$26,632	\$30,627	\$39,676
Level III ³	\$29,503	\$33,928	\$47,795

NOTES:

- 1 See Article III, Section 4 (New Hires)
- 2 For present incumbents only.
- 3 Title deleted from City Classification April 21, 1996, and the duties assigned to Clerical Associate/Secretary, as appropriate
- 4 Employees upon completion of five years of permanent continuous City service as a Clerical Aide, shall receive the minimum salary rate for Assignment Level II of Clerical Associate or their current basic salary plus the level increase,
- 5 Employees upon completion of one year of permanent continuous City service in Level Ia shall be assigned to Level Ib.
- 6 Employees upon completion of four years of permanent continuous City service in Level Ib shall be assigned to Level II.
- 7 Assignment to Level IV requires DCAS approval.
- 8 After five years of permanent service in title, Level III minimum or level increase shall apply, whichever is greater.
- 9 After five years of permanent service in title, Level II minimum or level increase shall apply, whichever is greater.
- 10 Employees meeting the stenography skills who are required to use stenography shall be appointed at Level IIb. All other employees upon completion of one year of permanent continuous City service in Level Ia shall be assigned to Level Ib.
- 11 Employees upon completion of four years of permanent continuous City service in Level Ib shall be assigned to Level IIa, except that employees who have met the stenography skills and are required to use stenography shall be assigned to Level IIb.
- 12 Level IIIb is restricted to employees who have met the stenography skills and are required to use stenography.
- 13 Level restricted to employee performing word processing as their major duty.
- 14 All employees must be appointed at Level Ia. After one year at Level Ia, employees performing Level Ib duties must be assigned to Level Ib.
- 15 After six months of satisfactory service at Level I shall be assigned to Level II.
- 16 After one year of satisfactory service at Level II shall be assigned to Level III.
- # Requires at least two years of experience and must pass certain typing and dictation speed proficiency tests.
- ## Effective August 27, 2008, Incumbent Rate is increased by \$500.00

b. Effective March 3, 2009

	i. Minimum ¹		Maximum
	(1) Hiring Rate	(2) Incumbent Rate	
Account Clerk (incl. OTB)	\$25,694	\$29,548	\$36,391
Administrative Assistant(CFB)			
Level I	\$23,778	\$27,345	\$47,552
Level II	\$29,255	\$33,643	\$61,776
Analyst (Campaign Finance Board) Level I	\$25,315	\$29,112	\$50,701
Associate Archivist ²	\$45,966	\$52,861	\$70,106
Associate Public Records Officer			
Level I	\$45,966	\$52,861	\$70,106
Level II	\$51,828	\$59,602	\$74,082
Associate Reporter/Stenographer (DA)			
Level I	\$43,795	\$50,364	\$66,004
Level II	\$55,788	\$64,156	\$70,821

Associate Word Processor (Incl. OTB) ³	\$33,740	\$38,801	\$52,966
Betting Clerk(OTB)			
Betting Clerk(PT & Hourly, OTB)			
Betting Clerk Trainee(OTB)			
Blueprinter	\$25,694	\$29,548	\$36,391
Call Center Representative	\$29,580	\$34,017	\$50,850
Cashier			
Level I	\$30,683	\$35,285	\$46,566
Level II	\$33,740	\$38,801	\$52,966
Chief Law Stenographer	\$41,137	\$47,308	\$62,943
Chief Office Assistant	\$30,683	\$35,285	\$46,566
Clerical Aide ⁴	\$24,859	\$28,588	\$34,624
Clerical Associate			
Level Ia ⁵	\$24,859	\$28,588	\$34,624
Level Ib ⁶	\$25,694	\$29,548	\$40,274
Level II	\$27,697	\$31,852	\$41,263
Level III	\$30,683	\$35,285	\$49,707
Level IV ⁷	\$33,740	\$38,801	\$52,966
Level IVa (HHC ONLY)	See Footnote	\$41,517	\$56,672
Clerk (incl. OTB)	\$24,859	\$28,588	\$34,624
Client Navigator			
Level I	\$33,064	\$38,024	\$71,601
Level II	\$35,071	\$40,332	\$76,785
Comptometer Operator	\$24,859	\$28,588	\$34,624
Confidential Secretary (incl. Kings DA)	\$31,450	\$36,168	\$46,566
Correction Administrative Aide	\$30,683	\$35,285	\$46,566
Customer Communications Spec.(OTB)			
Department Librarian	\$36,958	\$42,502	\$52,306
Department Principal Librarian	\$51,828	\$59,602	\$74,082
Department Senior Librarian	\$40,216	\$46,248	\$59,206
Department Supervising Librarian	\$46,097	\$53,011	\$67,412
Department Library Aide	\$24,859	\$28,588	\$34,624
Duplicating Machine Operator (OTB)			
Duplicating Machine Operator Trainee (OTB)			
Electronic Office Equipment Repairer (OTB)			
Eligibility Specialist			
Level I	\$30,683	\$35,285	\$46,566
Level II	\$31,828	\$36,602	\$48,096
Level III	\$33,779	\$38,846	\$50,075
Enrollment Sales Representative Assistant	\$32,713	\$35,279	\$66,980

12005

Enrollment Sales Representative			
Level I	\$35,400	\$38,175	\$71,884
Level II	\$37,550	\$40,491	\$77,588
Level III	\$39,157	\$42,227	\$80,871
Enrollment Sales Representative (Medicare)			
Level I	\$43,264	\$49,754	\$75,712
Level II	\$47,590	\$54,729	\$86,528
Level III	\$51,917	\$59,704	\$97,344
Equipment Control Planner (Hospitals)	\$30,683	\$35,285	\$46,566
Head Clerk (OTB)			
Interpreter (incl. spec.)	\$39,266	\$45,156	\$63,024
Key Punch Operator (incl. OTB)			
Legal Secretarial Asst. Level I	\$32,311	\$37,158	Flat Rate
Legal Secretary	\$31,450	\$36,168	\$46,566
Maintenance Control Scheduler	\$30,683	\$35,285	\$46,566
Medical Clerk	\$25,694	\$29,548	\$36,391
Messenger	\$24,859	\$28,588	\$34,624
Office Aide (Typing) (Incl.OTB/OTB-P/T)			
Level I ^{3 & 8}	\$24,859	\$28,588	\$34,624
Level II ³	\$25,694	\$29,548	\$40,274
Level III ³	\$27,697	\$31,852	\$41,263
Office Appliance Operator (incl. OTB)	\$24,859	\$28,588	\$34,624
Office Assistant	\$24,859	\$28,588	\$34,624
Office Associate (Incl. OTB/OTB-P/T) ³	\$30,683	\$35,285	\$46,566
Office Machine Aide (incl. OTB)			
Level I ⁹	\$24,859	\$28,588	\$34,624
Level II	\$27,697	\$31,852	\$40,274
Paralegal Aide			
Level I	\$31,712	\$36,469	\$43,092
Level II	\$36,423	\$41,886	\$50,967
Paralegal Aide Trainee	\$26,830	\$30,855	\$35,085
Parking Meter Collector ²	\$28,384	\$32,642	\$41,263
Photographer & Photostat Operator	\$29,530	\$33,960	\$42,262
Police Administrative Aide	\$30,683	\$35,285	\$46,566
Police Communications Technician			
Less than one year of service	\$33,162	\$38,136	
One year of service	\$34,263	\$39,402	
Two years of service		\$41,940	
Three years of service - have refused to be trained to perform the radio dispatching		\$41,940	
Three years of service - not radio trained, but have not refused to be trained	\$37,571	\$43,207	
Three years of service - trained to perform the radio dispatching	\$39,043	\$44,899	

Precinct Receptionist (Per Hour)			
hired after 6/30/86	\$12.23	\$14.06	
Hired between 7/1/85 - 6/30/86		\$14.15	
Hired between 7/1/84 - 6/30/85		\$14.31	
hired before 7/1/84		\$14.51	
Precinct Receptionist (Police Dept.)			
hired after 6/30/86	\$12.23	\$14.06	
hired between 7/1/85 - 6/30/86		\$14.15	
hired between 7/1/84 - 6/30/85		\$14.31	
hired before 7/1/84		\$14.51	
Prin. Customer Communication Spec.(OTB)			
Process Server	\$24,859	\$28,588	\$34,624
Productivity Traffic Controller (OTB)			
Public Records Aide	\$28,855	\$33,183	\$44,182
Public Records Officer	\$37,176	\$42,752	\$53,415
Racing Data Coordinator (OTB)			
Level I			
Level II			
Racing Data Coordinator Trainee (OTB)			
Reporter/Stenographer (DA)			
Level I	\$34,303	\$39,449	\$55,827
Level IA	\$43,795	\$50,364	\$66,004
Level II	\$55,788	\$64,156	\$70,821
Secretary	\$28,384	\$32,642	\$41,263
Secretary			
Level Ia ¹⁰	\$24,859	\$28,588	\$34,624
Level Ib ¹¹	\$25,694	\$29,548	\$40,274
Level IIa	\$27,697	\$31,852	\$41,263
Level IIb	\$28,384	\$32,642	\$41,263
Level IIIa	\$30,683	\$35,285	\$49,707
Level IIIb ¹²	\$31,450	\$36,168	\$49,707
Level IV	\$33,740	\$38,801	\$52,966
Secretary (CCRB)			
AL I	\$30,683	\$35,285	\$46,566
AL II	\$37,038	\$42,594	\$46,566
Sr. Customer Communication Spec.(OTB)			
Sr. Duplicating Machine Operator (OTB)			
Senior Legal Secretary (OTB)			
Senior Office Appliance Maintainer	\$30,683	\$35,285	\$46,566
Senior Police Administrative Aide	\$37,038	\$42,594	\$48,138
Senior Secretary	\$30,683	\$35,285	\$46,566
Senior Stenographer (incl. JOP & OTB)	\$28,384	\$32,642	\$41,263
Senior Tabulator Operator	\$28,384	\$32,642	\$41,263
Shop Clerk ³	\$30,683	\$35,285	\$46,566

Statistical Secretary (OMB)			
Level I	\$25,743	\$29,604	\$53,664
Level II	\$34,969	\$40,214	\$75,103
Stenographer/Secretary			
Level I ^{3 & 9}	\$25,694	\$29,548	\$36,391
Level II ³	\$28,384	\$32,642	\$41,263
Level III ^{3 & 13}	\$30,683	\$35,285	\$49,707
Stenographic/Secretarial Associate			
Level I ³	\$31,450	\$36,168	\$46,566
Level II ^{3 & 13}	\$33,740	\$38,801	\$52,966
Supervising Parking Meter Collector	\$30,683	\$35,285	\$46,566
Sprvsg Police Communications Tech.			
Less than one year of service ¹	\$44,100	\$50,715	
One year of service ¹	\$46,157	\$53,080	
Two years of service		\$55,463	
Three years or more of service		\$57,830	
Sprvsg Racing Data Coordinator (OTB)			
Level I			
Level II			
Sprvsg Voice Broadcast Specialist (OTB)			
Supervisor of Duplicating Services (OTB)			
Tabulator Operator	\$25,694	\$29,548	\$36,391
Technical Support Aide			
Level Ia ^{3 & 14}	\$25,694	\$29,548	\$36,391
Level Ib ³	\$27,697	\$31,852	\$41,263
Level II ³	\$30,683	\$35,285	\$49,707
Level III ³	\$33,740	\$38,801	\$52,966
Telephone Operator (Incl. OTB)			
Transcribing Typist	\$25,694	\$29,548	\$36,391
Typist (incl. OTB)			
Voice Broadcast Specialist (OTB)			
Voice Broadcast Specialist Trainee (OTB)			
Word Processor (Incl. OTB/OTB-PT)			
Level I ^{2 & 15}	\$25,694	\$29,548	\$36,391
Level II ^{2 & 16}	\$27,697	\$31,852	\$41,263
Level III ³	\$30,683	\$35,285	\$49,707

NOTES:

- 1 See Article III, Section 4 (New Hires)
- 2 For present incumbents only.
- 3 Title deleted from City Classification April 21, 1996, and the duties assigned to Clerical Associate/Secretary, as appropriate
- 4 Employees upon completion of five years of permanent continuous City service as a Clerical Aide, shall receive the minimum salary rate for Assignment Level II of Clerical Associate or their current basic salary plus the level increase.
- 5 Employees upon completion of one year of permanent continuous City service in Level Ia shall be assigned to Level Ib.
- 6 Employees upon completion of four years of permanent continuous City service in Level Ib shall be assigned to Level II.
- 7 Assignment to Level IV requires DCAS approval.
- 8 After five years of permanent service in title, Level III minimum or level increase shall apply, whichever is greater.
- 9 After five years of permanent service in title, Level II minimum or level increase shall apply, whichever is greater.
- 10 Employees meeting the stenography skills who are required to use stenography shall be appointed at Level IIb. All other employees upon completion of one year of permanent continuous City service in Level Ia shall be assigned to Level Ib.
- 11 Employees upon completion of four years of permanent continuous City service in Level Ib shall be assigned to Level IIa, except that employees who have met the stenography skills and are required to use stenography shall be assigned to Level IIb.
- 12 Level IIIb is restricted to employees who have met the stenography skills and are required to use stenography.
- 13 Level restricted to employee performing word processing as their major duty.
- 14 All employees must be appointed at Level Ia. After one year at Level Ia, employees performing Level Ib duties must be assigned to Level Ib.
- 15 After six months of satisfactory service at Level I shall be assigned to Level II.
- 16 After one year of satisfactory service at Level II shall be assigned to Level III.

d. In addition to the “service increments” provided in subsection 10(a) of this Article III which are based on *service in the occupational group*, the following increments shall be paid to employees in the titles set forth below based upon *service in the indicated title*:

<u>Title</u>	<u>Years of Service</u>	<u>3/3/08</u>	<u>3/2/10</u>
Department Librarian	After 2 years:	\$781	\$824
	After 7 years:	\$1,563 (+\$782)	\$1,648 (+\$824)
Department Senior Librarian	After 2 years:	\$1,171	\$1,125
	After 5 years:	\$2,347 (+\$1,176)	\$2,475 (+\$1,240)
	After 7 years:	\$3,516 (+\$1,169)	\$3,708 (+\$1,233)
Department Supervising Librarian	After 2 years:	\$1,406	\$1,483
	After 5 years:	\$2,815 (+\$1,409)	\$2,969 (+\$1,486)
	After 7 years:	\$4,219 (+\$1,404)	\$4,450 (+\$1,481)
Department Principal Librarian	After 2 years:	\$1,563	\$1,648
	After 5 years:	\$3,128 (+\$1,565)	\$3,299 (+\$1,651)
	After 7 years:	\$4,688 (+\$1,560)	\$4,944 (+\$1,645)

Section 3. Wage Increases.

A. General Wage Increase

a. The general increases, effective as indicated, shall be:

12005

- i. Effective March 3, 2008, Employees shall receive a general increase of 4 percent.
 - ii. Effective March 3, 2009, Employees shall receive an additional general increase of 4 percent.
 - iii. Part-time per annum, per session, hourly paid and part-time per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in subsections 3A(a)(i) and 3A(ii) on the basis of computations heretofore utilized by the parties for all such Employees.
- b. The increases provided for in Section 3A(a) above shall be calculated as follows:
 - i. The general increase in Section 3A(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 3A(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 rates," minimum "incumbent rates" and maximum rates (including levels), if any, fixed 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 Title 59, Appendix A of the Rules of the City of New York (City Personnel Director Rules) or, where Title 59, Appendix A is 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:

ADVANCEMENT INCREASES

Title	Effective 3/3/2008	Effective 3/2/2010
Associate Archivist	\$1,509	\$1,592
Associate Reporter/Stenographer (DA) Level 1 *	\$1,332	\$1,405
Associate Word Processor	\$1,163	\$1,227
Chief Office Assistant	\$1,163	\$1,227
Clerical Associate **	\$931	\$982
Department Principal Librarian	\$1,686	\$1,778
Department Senior Librarian	\$1,332	\$1,405
Department Supervising Librarian	\$1,509	\$1,592
Duplicating Machine Operator (OTB)	\$1,044	
Eligibility Specialist	\$1,163	\$1,227
Head Clerk (incl. OTB)	\$1,332	\$1,405
Office Associate	\$1,163	\$1,227
Prin. Customer Communication Spec. (OTB)	\$1,741	
Public Records Officer	\$1,163	\$1,227
Secretary	\$931	\$982
Secretary(CCRB)	\$1,392	\$1,468
Senior Account Clerk (OTB)	\$802	
Sr. Customer Communication Specialist (OTB)	\$1,332	
Sr. Duplicating Machine Operator (OTB)	\$1,276	
Senior Legal Secretary (OTB)	\$1,163	
Senior Office Appliance Maintainer	\$1,163	\$1,227
Senior Police Administrative Aide	\$1,392	\$1,468
Senior Secretary	\$1,163	\$1,227
Senior Tabulator Operator	\$931	\$982
Stenographic/Secretarial Associate (incl. OTB)	\$1,163	\$1,227

Supervising Parking Meter Collector	\$1,163	\$1,227
Supervising Police Communications Technician	\$1,392	\$1,468
Supervising Racing Data Coordinator (OTB)	\$1,741	
Supervising Voice Broadcast Specialist (OTB)	\$1,741	
Supervisor of Duplicating Services (OTB)	\$1,353	

NOTE:

* After 5 years of permanent service in the title there shall be an automatic maturation from Level I to Level II

** Employees promoted from Clerical Aide who have received the guaranteed minimum salary for 5 years of permanent service shall receive additional compensation upon promotion to Clerical Associate

- 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 in Section 6(c), whichever is greater.

LEVEL INCREASES

<u>Title</u>	<u>Effective 3/3/2008</u>	<u>Effective 3/2/2010</u>
Associate Public Records Officer Level II	\$1,509	\$1,592
Associate Reporter/Stenographer (DA) Level II	\$1,507	\$1,589
Clerical Associate		
Level Ia ***	NONE	NONE
Level Ib ##	NONE	NONE
Level II	\$931	\$982
Level III	\$1,163	\$1,227
Level IV	\$1,163	\$1,227
Eligibility Specialist		
Level II	\$1,163	\$1,227
Level III	\$1,626	\$1,715
Office Aide		
Office Aide (TYPING)		
Level I *	NONE	NONE
Level II	\$931	\$982
Level III	\$931	\$982
Office Machine Aide		
Level I **	NONE	NONE
Level II	\$931	\$982
Paralegal Aide		
Level II	\$1,406	\$1,483

Secretary	Level Ia ***	NONE	NONE
	Level Ib ##	NONE	NONE
	Level IIa	\$931	\$982
	Level IIb	\$931	\$982
	Level IIIa	\$1,163	\$1,227
	Level IIIb	\$1,163	\$1,227
	Level IV	\$1,163	\$1,227
Secretary (CCRB) L II		\$1,392	\$1,468
Stenographic/Secretarial Associate	Level II	\$931	\$982
Stenographer/Secretary	Level I **	NONE	NONE
	Level II	\$1,406	\$1,483
	Level III	\$1,163	\$1,227
Technical Support Aide	Level Ib	\$931	\$982
	Level II	\$931	\$982
	Level III	\$1,163	\$1,227
Word Processor	Level II	\$931	\$982
	Level III	\$1,163	\$1,227

NOTE:

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

* After 5 years of permanent service in the title, Level III minimum or level increase shall apply, whichever is greater, provided employee has not already been assigned to higher level.

** After 5 years of permanent service in the title, Level II minimum or Level increase shall apply, whichever is greater, provided employee has not already been assigned to higher level.

*** Upon completion of one year of permanent continuous City service in Level Ia of Clerical Associate or Secretary, employees shall receive the minimum salary rate for Level Ib of their respective new titles or their current salaries, whichever is greater.

Upon completion of four years of permanent continuous City service in Level Ib of Clerical Associate or Secretary, employees shall receive the minimum salary rate for Level II of their respective new titles or have the applicable level increase added to their salaries, whichever is greater.

- c. An employee promoted from Enrollment Sales Representative Assistant to Enrollment Sales Representative, or affirmatively assigned by the Employer to a higher assignment *level* of Enrollment Sales Representative, shall receive as of the effective date of such promotion or assignment no less than a 5% adjustment in salary.

12005

Section 8. - Training Fund:

A training fund contribution at the rate of \$25.00 per annum shall continue to be made to the District Council 37 Education Fund on behalf of each full-time per annum employee, except for all titles in the Off-Track Betting Corporation, Board of Higher Education, and Urban Center employees unless such titles previously had a training fund, or unless required by law, provided, however, that no contribution shall be made to such fund during any period in which the separate agreement between the Employer and District Council 37 relating to the operation of such fund is of no force or effect.

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 Employer 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) of this Agreement.

Section 9. - Assignment Differentials:

- a. An assignment differential in the pro-rata annual amounts indicated below shall be continued for each person employed in the class of positions of Office Appliance Operator in the Department of Social Services who is assigned regularly on a continuing basis to the Reproduction Section:

Effective	Effective
<u>3/3/2008</u>	<u>3/2/2010</u>
\$1,215	\$1,281

- b. An assignment differential in the pro-rata annual amounts indicated below shall be continued for Office Aides Level III and Clerical Associates Level II, who are regularly assigned to the preparation, reconciliation, certification and/or auditing of payrolls of City personnel, in the office titles of Payroll Clerk or Payroll Examiner, as determined by the agency head.

Effective	Effective
<u>3/3/2008</u>	<u>3/2/2010</u>
\$727	\$767

- c. An assignment differential in the pro-rata annual amounts indicated below shall be continued for Office Associates and Clerical Associates Level III, who are regularly assigned to the preparation, reconciliation, certification and/or auditing of payrolls of City personnel, in the office titles of Payroll Clerk or Payroll Examiner, as determined by the agency head.

Effective	Effective
<u>3/3/2008</u>	<u>3/2/2010</u>
\$969	\$1,022

- d. An assignment differential in the pro-rata annual amounts indicated below shall be continued to be paid to Office Associates and Clerical Associates Level III while assigned to supervise the overall Toll Collection function of the Department of Business Services/Small Business Services:

12005

Effective	Effective
<u>3/3/2008</u>	<u>3/2/2010</u>
\$1,215	\$1,281

- e. An assignment differential in the pro-rata annual amounts indicated below shall be continued for employees of the Health and Hospitals Corporation assigned to the Central Support Group for rotating assignments or assigned as Emergency Room Registration Clerks or Admitting Office Clerks for collecting financial and biographical data from patients.

Effective	Effective
<u>3/3/2008</u>	<u>3/2/2010</u>
\$849	\$895

- f. An assignment differential in the pro-rata annual amounts indicated below shall be continued to be paid to employees in the class of positions of Legal Secretarial Assistant Level I who perform stenographic services:

Effective	Effective
<u>3/3/2008</u>	<u>3/2/2010</u>
\$1,215	\$1,281

- g. Pursuant to the Consent Decree between the City of New York & DC 37 dated April 19, 1991, the Police Communications Technician Dispatch Bonus shall continue to be paid according to the following schedule:

YEARS OF SERVICE IN PCT TITLE	60% OR MORE OF FULL SCHEDULE ON DISPATCH	40%-59.99% OF FULL SCHEDULE ON DISPATCH	20%-39.99% OF FULL SCHEDULE ON DISPATCH
Effective 3/3/2008			
less than 1 year	\$1,953.81	\$1,297.32	\$656.48
1 to 2 years	\$3,126.07	\$2,078.87	\$1,047.23
2 to 3 years	\$3,907.63	\$2,610.26	\$1,297.32
3 or more years	\$4,298.37	\$3,641.88	\$1,828.77
Effective 3/2/2010			
less than 1 year	\$2,060.68	\$1,368.28	\$692.39
1 to 2 years	\$3,297.07	\$2,192.58	\$1,104.51
2 to 3 years	\$4,121.38	\$2,753.04	\$1,368.28
3 or more years	\$4,533.49	\$3,841.09	\$1,928.80

- h. An assignment differential in the pro-rata annual amounts indicated below shall be continued to be paid to Office Aides, Clerical Aides and Clerical Associates Levels Ia, Ib or II who are assigned to the Cashiering Unit of the Department of Health's Division of Vital Records who perform cashiering duties (part-time employees in the above class of positions who work a minimum of thirty (30) hours per week in said cashiering unit and perform cashiering duties shall receive a pro rata portion of the assignment differential):

Effective	Effective
<u>3/3/2008</u>	<u>3/2/2010</u>
\$1,003	\$1,058

- i. An assignment differential in the pro-rata annual amounts indicated below shall be continued to be paid to Office Aides Level III and Clerical Associates Level II assigned to an undercare group at an Income Maintenance Center and performing the duties of the group clerk as described in the IS Procedures Manual or classified as a "unit clerk" servicing a unit of Caseworkers and Supervisors in the Child Welfare Administration.

Effective	Effective
<u>3/3/2008</u>	<u>3/2/2010</u>
\$1,171	\$1,235

- j. An assignment differential in the pro-rata annual amounts indicated below shall be continued to be paid to employees of HRA or DHS in the titles of Office Aide, Office Associate, Clerical Aide and Clerical Associate Levels Ia, Ib, II or III who are assigned to work in shelters in Special Services for Adults, Crisis Intervention Services, and the Emergency Assistance Units, as well as in the Crisis Unit, Family Hotel Program and Single Room Occupancy Program, in positions either with direct client contact or with responsibility for the supervision of employees with direct client contact.

Effective	Effective
<u>3/3/2008</u>	<u>3/2/2010</u>
\$1,356	\$1,430

- k. An assignment differential in the pro-rata annual amounts indicated below shall be continued to be paid to full-time per annum employees of Mayoral agencies paid as Office Aide Level III, Office Associate, Police Administrative Aide, Senior Police Administrative Aide, Shop Clerk, or Clerical Associate Levels II or III who are assigned on a regular basis to prepare, reconcile, and code the time records directly utilized under the Payroll Management System to generate employee paychecks.

This differential shall be extended to cover full-time per annum employees of the New York City Health and Hospitals Corporation in the titles of Office Aide Level III, Office Associate or Clerical Associate Levels Ia, Ib, II or III who perform the duties set forth above utilizing the codes directly utilized by the Automated Time and Leave System to generate employee paychecks.

To qualify for said differential, such assignment must constitute the majority of the employee's work duties. Employees shall *not* be eligible to receive both the "timekeeping differential" and the "payroll differential" at the same time nor shall employees currently receiving the "payroll differential" be permitted to claim eligibility for the "timekeeping differential."

Effective	Effective
<u>3/3/2008</u>	<u>3/2/2010</u>
\$1,171	\$1,235

- i.** An assignment differential in the pro-rata annual amounts set forth below shall be paid to each full-time Office Aide, Clerical Aide, or Clerical Associate Level Ia, Ib or II with five or more years of continuous service who is assigned to perform the duties of ward clerk in an inpatient nursing unit or employed in a Hospital Emergency Room.

Effective	Effective
<u>3/3/2008</u>	<u>3/2/2010</u>
\$1,496	\$1,578

- m.** An assignment differential in the pro-rata annual amounts set forth below shall be paid to Office Aides, Office Associates and Clerical Associates Levels Ia, Ib or II in the Office of the City Clerk who are assigned to issue marriage certificates in prisons and municipal hospitals.

Effective	Effective
<u>3/3/2008</u>	<u>3/2/2010</u>
\$849	\$895

- n.** An assignment differential in the pro-rata annual amounts set forth below shall be paid to shall be established for Office Aides, Office Associates, Clerical Aides and Clerical Associates Levels Ia, Ib, II or III assigned to perform coding of death certificates in the Vital Statistics Unit of the Department of Health.

Effective	Effective
<u>3/3/2008</u>	<u>3/2/2010</u>
\$1,171	\$1,235

- o.** An assignment differential in the pro-rata annual amounts set forth below shall be paid to Police Communication Technicians and Supervising Police Communication Technicians assigned to work on the Meridian and/ or TDD system.

Effective	Effective
<u>3/3/2008</u>	<u>3/2/2010</u>
\$720	\$759

- p. An assignment differential in the pro-rata annual amounts set forth below shall be paid to employees performing the duties of a “Shop Clerk” in the Department of Sanitation.

Effective	Effective
<u>3/3/2008</u>	<u>3/2/2010</u>
\$849	\$895

- q. An assignment differential in the pro-rata annual amounts set forth below shall be paid to clerical employees employed by HHC assigned to an Ambulatory Surgical Unit.

Effective	Effective
<u>3/3/2008</u>	<u>3/2/2010</u>
\$849	\$895

- r. An assignment differential in the pro rata annual amount set forth below shall be paid to an employee in the title of Eligibility Specialist Level III while assigned on a regular basis to perform duties of an Assistant to the Supervisor in a restructured Undercare group in an Income Support Center operating under the caseload system (see Article XXI, Section 4).

Effective	Effective
<u>3/3/2008</u>	<u>3/2/2010</u>
\$2,092	\$2,206

- s. An assignment differential in the pro rata amount set forth below shall be paid to an employee in the title of Eligibility Specialist Level II while assigned on a regular basis to perform duties related to the “Family Health Plus Program” and “Child Health Plus Program” in the Community Applications Offices and Central Eligibility Division of HRA’s Medical Assistance Program.

Effective	Effective
<u>3/3/2008</u>	<u>3/2/2010</u>
\$1,161	\$1,225

- t. Effective June 30, 2002, an assignment differential shall be established in the pro rata amount set forth below to be paid to an employee in the title of Clerical Associate (all levels) and Secretary while assigned on a regular basis to perform duties in the Office of Payroll Administration.

Effective	Effective
<u>3/3/2008</u>	<u>3/2/2010</u>
\$1,161	\$1,225

- u. Effective June 30, 2002, an assignment differential shall be established in the pro rata amount set forth below to be paid to an employee in the title of Police Communication Technician while assigned on a regular basis to perform duties related to "6/WYRES" and "DARP".

<u>Effective</u> <u>3/3/2008</u>	<u>Effective</u> <u>3/2/2010</u>
\$1,161	\$1,225

- v. An assignment differential in the pro-rata annual amount indicated below shall be established for employees of the Health and Hospitals Corporation in the title of Enrollment Sales Representative Assistant who are assigned on a full-time basis as "Support Drivers" in MetroPlus.

<u>Effective</u> <u>3/1/2010</u>	<u>Effective</u> <u>3/2/2010</u>
\$1,000	\$1,055

- w. Unless otherwise specified in this Agreement, the assignment differentials set forth in this Section 9 shall be continued only for the duration of the applicable assignment. In the event that an affected employee is removed from an eligible assignment, such assignment differential shall be discontinued. Payment of an assignment differential shall not be considered as a promotion or change in title.

Section 10. Service Increments:

- a. The following service increments shall continue to be paid to employees in the classes of positions of Department Librarian, Department Senior Librarian, Department Supervising Librarian, and Department Principal Librarian based upon length of service in the occupational group. Affected employees shall become eligible for such increments on the January 1st, April 1st, July 1st, or October 1st subsequent to said employee's anniversary date. Such service increment shall not be pensionable until the employee has received it for two (2) years.

<u>Years of Service</u>	<u>3/3/08</u>	<u>3/2/10</u>
After 5 years -	\$904	\$953
After 10 years -	\$1,811	\$1,910
(an additional)	(\$907)	(\$957)
After 15 years -	\$2,713	\$2,861
(an additional)	(\$902)	(\$951)

- b. The following service increments shall continue to be paid to employees assigned to the position of Eligibility Specialist Level III. Affected employees shall become eligible for such increments on the January 1st, April 1st, July 1st, or October 1st subsequent to said

employee's anniversary date. Such service increment shall not be pensionable until the employee has received it for two (2) years.

<u>Years of Service</u>	<u>3/3/08</u>		<u>3/2/10</u>	
After 1 year	\$2,187		\$2,307	
After 3 years	\$2,891	(+\$704)	\$3,049	(+\$742)

- c. The following service increments shall be continue to be paid (in addition to the 15 year MCMEA/DCEA longevity) to employees in the classes of positions of Public Record Aide, Public Records Officer and Associate Public Records Officer. Affected employees shall become eligible for such increments on the January 1st, April 1st, July 1st, or October 1st subsequent to said employee's anniversary date. Such service increment shall not be pensionable until the employee has received it for two (2) years.

<u>Years of Service</u>	<u>3/3/08</u>		<u>3/2/10</u>	
After 5 years	\$781		\$824	
After 10 years	\$1,563	(+\$782)	\$1,648	(+\$824)

- d. The following service increments shall be continue to be paid (in addition to the 15 year MCEA/DCEA longevity) to employees in the title of Cashier.

<u>Years of Service</u>	<u>3/3/08</u>		<u>3/2/10</u>	
After 5 years	\$359		\$379	
After 10 years	\$720	(+\$361)	\$759	(+\$380)
After 15 years	\$1,078	(+\$358)	\$1,137	(+\$378)

- e. The following service increment shall be paid to employees assigned to the position of Eligibility Specialist Level I and Level II after five (5) years of service. Affected employees shall become eligible for such increments on the January 1st, April 1st, July 1st, or October 1st subsequent to said employee's anniversary date. Such service increment shall not be pensionable until the employee has received it for two (2) years.

<u>Years of Service</u>	<u>3/3/08</u>	<u>3/2/10</u>
After 5 years	\$1,765	\$1,862

This shall be in addition to the 15 year MCEA/DCEA longevity described in Article III, Section 11.

Section 11. Longevity Increment:

- a. Employees with 15 years or more of "City" service in pay status (except those eligible for a service increment pursuant to Section 10 a. and b.) shall receive a longevity increment of \$800 per annum.
- b. The rules for eligibility for the longevity increment described above in Section 11(a), shall be set forth in Appendix A of this Agreement and are incorporated by reference herein.

Section 12. Recurring Increment Payment

- a. Full-time employees in the following titles/levels shall be eligible to receive the Recurring Increment Payments ("RIP") set forth below:

- i. Covered Titles/Levels:

- Associate Word Processor
 - Clerical Associate Levels II, III, IV and IVa
 - Office Aide III
 - Office Associate
 - Secretary Levels IIa, IIb, IIIa, IIIb and IV
 - Shop Clerk
 - Stenographer/Secretary Levels II and III
 - Stenographer/Secretarial Associate Levels I and II
 - Technical Support Aide Levels 1b, II and III
 - Word Processor Level III

- ii. Recurring Increment Payments:

Effective March 3, 2008

<u>Years of City Service</u>	<u>Increment</u>	<u>Total RIP</u>
After 6 years	\$700	\$700
After 9 years	\$700	\$1,400
After 12 years	\$705	\$2,105
After 15 years	\$379	\$2,484
After 18 years	\$811	\$3,295

Effective March 3, 2009

<u>Years of City Service</u>	<u>Increment</u>	<u>Total RIP</u>
After 6 years	\$728	\$728
After 9 years	\$728	\$1,456
After 12 years	\$733	\$2,189
After 15 years	\$394	\$2,583
After 18 years	\$843	\$3,426

- iii. Effective July 1, 2002, in addition to the Covered Titles/Levels listed in Section 12. a.i, above, full-time per annum and full-time per diem employees in the following titles/levels shall also be eligible to receive the Recurring Increment Payments ("RIP") set forth above:

Covered Titles

Chief Clerk (OTB)
Customer Communications Specialist
Paralegal Aide
Reporter/Stenographer, Level IA and II, (former Associate Reporter/Stenographer)
Betting Clerk (OTB)
Administrative Assistant (CFB)
Cashier
Police Administrative Aide
Senior Police Administrative Aide
Public Records Officer
Associate Public Records Officer
Public Records Aide
Department Librarian
Department Senior Librarian
Department Supervising Librarian
Department Principal Librarian

- v. Effective April 1, 2005, in addition to the Covered Titles/Levels listed in Section 12. a.i, above, full-time per annum and full-time per diem employees in the following title shall also be eligible to receive the Recurring Increment Payments (“RIP”) set forth above:

Covered Title

Call Center Representative

- v. Effective March 2, 2008, in addition to the Covered Titles/Levels listed in Section 12. a.i, above, full-time per annum and full-time per diem employees in the following title shall also be eligible to receive the Recurring Increment Payments (“RIP”) set forth above:

Covered Title

Police Communications Technician
Supervising Police Communications Technician
Secretary (CCRB) Level I, II

- vi. The RIPs shall be based upon years of City service and shall be paid in addition to the longevity increment set forth in Section 11. RIPs shall be payable on the January 1, April 1, July 1, or October 1 subsequent to the qualifying employee’s anniversary date, subject to the rules for eligibility set forth in Appendix B of this Agreement.

Section 13. Supplemental Increment Payment

Effective June 30, 2002, the following title/level shall be eligible to receive the Supplemental Increment Payment set forth below:

Office Aide, Level I *

<u>Years of Service</u>	<u>3/3/08 Increment</u>	<u>3/3/08 Total Payment</u>	<u>3/3/09 Increment</u>	<u>3/3/09 Total Payment</u>
After 1 year through 5 years	\$929	\$929	\$966	\$966

* Only individuals employed by the Brooklyn Public Library, the New York Public Library, or the Queens Borough Public Library.

Only full-time per annum and full-time per diem employees in the above title shall be eligible to receive the Supplemental Increment Payment set forth above. The supplemental increment shall be based upon years of City (“Library”) service and shall be paid after 1 year of service through 5 years of service. The supplemental increment shall be payable January 1, April 1, July 1, or October 1 subsequent to the qualifying employee’s anniversary date, and shall be subject to the rules set forth in Appendix B (“RIPs”) of this Agreement.

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 l(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 l(b) of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to Employees covered by this Agreement, 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 l(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.

Section 2.

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 3.

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. - Training For Improved Effectiveness and Efficiency

- a. The parties agree to cooperate in the development and implementation of a training program to improve the effectiveness and efficiency of employees and enhance their job satisfaction, including but not limited to the following:
 - i. Upgrading of work skills - such as typing, transcribing, shorthand, secretarial techniques, telephone techniques, machine operation, meeting and servicing the public, etc;
 - ii. Language - development of bilingual employees for improved service to the public;
 - iii. High School equivalency training;

- iv. Supervisory responsibilities and techniques;
 - v. Preparation for advancement and upgrading.
-
- b. A maximum of twenty (20) hours per year of training in an approved training course may be required of each employee by the Employer. One-half of any required time shall be during working hours and one-half outside of working hours on the employee's own time. Approved courses shall be those conducted by the DC 37 AFSCME Education Fund or those conducted by the Employer for which the employee is eligible.
 - c. The training fund provided in Article III of this Contract shall be utilized by the DC 37 AFSCME Education Fund to assist in achieving the above goals for employees covered by such funds.
 - d. Failure to complete a required training course without just cause shall be deemed a failure to meet performance standards for the purpose of Section 1 of this Article.

Section 4. - Orientation and Training

The parties recognize the Employer's right to give any permanent employee appointed or assigned to new duties orientation and training during working hours as to the duties and responsibilities of his or her new position or assignment.

Section 5. - 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. 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.
- g. 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.
- h. A claimed wrongful disciplinary action taken against an employee appointed pursuant to Rule 3.2.11 of the Personnel Rules and Regulations of the City of New York who has served continuously for two years in the same or similar title or related occupational group in the same agency.
- i. A claimed wrongful disciplinary action taken against a full-time non-competitive employee with one year of service in title, except for employees during the period of a mutually agreed upon extension of probation.

Section 2.

The Grievance Procedure, except for grievances as defined in Sections l(d), l(e), and l(g) 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 l(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.

NOTE: *The following STEP I(a) shall be applicable only in the Health and Hospitals Corporation in the case of grievances arising under Sections 1(a), 1(b), 1(c) and 1(f) 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. The 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 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**. The 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 the 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 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 Employees Subject to Section 75

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 Provisional Employees

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

Section 7. Disciplinary Procedure for Non-Competitive Employees

In any case involving a grievance under Sections 1(i) of this Article, the following procedures shall apply upon service of charges of incompetence or misconduct.

The provisions contained in this section shall not apply to any of the following categories of employees covered by this contract:

- a. Per diem employees.
- b. Temporary employees.
- c. Probationary employees.
- d. Trainees, provisionals.
- e. Non-competitive employees with less than one year of service in the title.
- f. Competitive class employees.
- g. Employees covered by section 75(1) of the Civil Service Law or Section 7:5:1 of the Rules and Regulations of the Health and Hospitals Corporation.

- h. Non-competitive employees hired under Personnel Rule 3.2.1 or Section 3:3:3 or 3:3:4 of the New York City Health and Hospital Corporation's Personnel Rules and Regulations.

Step I(n) - Following the service of written charges upon an employee a conference shall be held with respect to such charges by a person who is designated by the agency head to review such charges. 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 decision in writing by the end of the fifth day following the date of the conference.

Step II(n) - If the employee is dissatisfied with the decision in the step I above, he may appeal such decision. The appeal must be within five (5) working days of the receipt of such decision. Such appeal shall be treated as a grievance appeal beginning with step II of the Grievance Procedure set forth herein.

Note: The foregoing provision shall not be available to employees who are returned to duty pursuant to a "last chance agreement" as referenced in the attached side-letter.

Section 8.

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 procedure 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.

Notwithstanding any other provision of this Agreement, the parties agree that Section 1(c) of this Article VI shall be available to any employee who claims to be aggrieved by an alleged assignment of any City employee, whether within or without the collective bargaining unit defined in Article I, Section 1 of this Agreement, to clerical duties which are stated in the aggrieved employee's job specifications ***but are substantially different from the duties stated in the job specifications for the title held by such other City employee.*** Light duty assignments of permanent City employees, within or without the collective bargaining unit defined in Article I, Section 1 of this Agreement, who have been certified by the appropriate procedures, shall be excluded from this provision. Grievances arising pursuant to this provision may be taken directly to **STEP IV** of Section 2 of this Article VI upon election by the Union.

Section 16. 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) 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 - BULLETIN BOARDS: EMPLOYER FACILITIES

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

ARTICLE VIII - 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 IX - 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 X - UNION ACTIVITY

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

ARTICLE XI - LABOR-MANAGEMENT COMMITTEE

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

ARTICLE XII - 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 XIII - APPENDICES

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

ARTICLE XIV - 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 XV - 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 XI of this Agreement.

ARTICLE XVI - SENIORITY

In all agencies where seniority is used as the basis for differentiation among a given group of employees in the same title, seniority among such group of employees shall be determined by the date of permanent appointment to the title, except where otherwise provided in this Agreement or by law.

ARTICLE XVII - PHYSICAL WORKING CONDITIONS

The Employer agrees to provide for all Mayoral agencies and Health and Hospitals Corporation employees covered by this Agreement, the following:

- a. Adequate, clean, structurally safe and sanitary working facilities shall be provided for all employees.
- b. Where necessary, first aid chests, adequately marked and stocked shall be provided by the Employer in sufficient quantity for the number of employees likely to need them and such chests shall be reasonably accessible to the employee.
- c. If the size of the affected staff warrants, a lounge area in:
 - i. a building where the Employer moves into newly rented offices;
 - ii. a newly constructed building owned by the Employer; and
 - iii. Employer offices in existence at the time of the signing of the Contract where space is available.
- d. A sufficient supply of typewriters and other necessary equipment.

ARTICLE XVIII - NEW EQUIPMENT

Where new equipment which must be operated by employees in the bargaining unit is installed in Mayoral agencies during the term of this Agreement, the Employer agrees to reopen this Agreement for the sole purpose of negotiating with the Union on the practical impact, if any, such equipment has on the affected employees. Such negotiation shall not delay or prevent the installation and continued operation of the equipment. Agreement reached on a pay differential, if any, shall be paid retroactively to the date the affected employees first were assigned to the equipment, including any required period of training. Such negotiations shall be subject to the impasse procedures of the New York City Collective Bargaining Law.

ARTICLE XIX - POSTING OF VACANCIES

The Employer agrees that when vacancies in the titles covered by this Agreement in Mayoral agencies and the Health and Hospitals Corporation are authorized to be filled, and the agency with vacancies decides to fill them, a notice of such vacancies shall be posted in all relevant areas by the agency involved at least four (4) days prior to filling, except when such vacancy is to be filled on an emergency basis.

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, the 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 City officials.

ARTICLE XXI - SPECIAL PROVISIONS APPLICABLE TO EMPLOYEES IN INCOME MAINTENANCE

Section 1.

Except for temporary special projects or for limited periods of time the immediate supervision of Clerks assigned to the Income Maintenance function shall be performed by Clerical-Administrative supervisory employees.

Section 2.

Positions evaluated in Clerical-Administrative occupational groups shall not be filled by personnel in the title of Case Aide.

Section 3. Caseload

- a. In Income Support Centers *operating pursuant to the caseload system*, the Employer shall hire sufficient Eligibility Specialists Level III ("ES IIIs") to permit the equalization of the caseloads of ES IIIs working in Undercare Units at such individual IS Centers to a maximum level of 175 cases per ES III. The caseload level shall be calculated by dividing the aggregate number of active cases assigned to all of the Undercare Units at such individual IS Center by the total number of ES III positions assigned to all of the Undercare Units.
- b. Once sufficient ES IIIs have been hired to permit the initial equalization of caseloads to a level of 175 in the Undercare Units at an individual IS Center *operating pursuant to the caseload system*, the Employer shall equalize caseloads in such Undercare Units at said IS Center to a maximum level of 175 cases per ES III every six months. The number of cases which comprise a caseload may fluctuate during the six month interval between such equalizations. The workers shall be supplied, on a monthly basis, with a printout of each case and their distribution.
- c. The frequency of equalizations shall be the subject of future agency level labor/management discussions.
- d. The Employer will supply sufficient staff so that uncovered caseloads will be covered as quickly as practicable following the date on which such caseloads were deemed to be uncovered.
- e. Each ES III in an Undercare Unit who is assigned to a caseload, shall be assigned and required to perform a maximum of thirty-six (36) face-to-face recertifications per month. HRA procedures governing the pre-scheduling of recertifications scheduled to occur during an employee's vacation and those procedures governing the work performed by "emergency workers" shall not be modified by this section.
- f. **Definitions:**
 - i. The term "caseload" shall mean those cases which have been assigned by the Employer to an ES III working in an Undercare Unit of IS Centers operating pursuant to the caseload system. Suffixes shall be counted as one case.
 - ii. The term "equalize/equalization" shall mean the adjustment of the caseloads assigned to ES IIIs in the Undercare Units of individual IS Centers to a maximum level of 175 cases.

- iii. The term “uncovered caseload” shall mean those cases which were assigned to ES IIIs who were terminated, retired, resigned, or off payroll in excess of 23 work days.
- g. The side letter agreement between Alan R. Viani, on behalf of DC 37 AFSCME, and Bruce McIver, on behalf of the City of New York, dated June 15, 1981, which is known to the parties as the “Caseload Agreement” is hereby terminated.
- h. The side letter agreement between Robert W. Linn, on behalf of the City of New York, and Victor Gotbaum, on behalf of DC 37 AFSCME, dated June 26, 1985, and incorporated by reference into “1984-87 Municipal Coalition Economic Agreement” is hereby terminated.
- i. Nothing contained herein shall limit or diminish the Employer’s or the Union’s rights pursuant to §12-307(b) of the New York City Collective Bargaining Law, except as specifically provided herein.
- j. The provisions of this Section 3 may be modified by the mutual written consent of the parties.

Section 4. Income Support Units Reorganization

- a. An employee in the title of Eligibility Specialist Level III who is assigned on a regular basis to perform duties of an Assistant to the Supervisor in a restructured Undercare group in an Income Support Center *operating under the caseload system* shall assist Supervisor in reviewing processes actions (*e.g.* recertifications, emergency grants and budgeting of income); assist in monitoring timely completion of actions (*e.g.* recertifications, referrals from Homeless Diversion Teams and Fair Hearings); assist in tracking of actions returned to staff for correction and timely completion; and assist in training.
- b. An employee in the title of Eligibility Specialist Level III while assigned on a regular basis to perform duties of an Assistant to the Supervisor in a restructured Undercare group in an Income Support Center operating under the caseload system shall not be assigned or required to perform more than thirty (30) face-to-face recertifications per month; shall not be required evaluate subordinate staff, handle disciplinary matters or sign off on time sheets; and shall not be assigned to perform the duties of an “E-Worker.”
- c.
 - i. A labor/management committee shall meet regularly to discuss and resolve issues related to the implementation of the income support reorganization.
 - ii. Should the combined monthly number of recertifications and applications performed by ES IIIs in the restructured Undercare units increase beyond the thirty-six (36) face-to-face recertifications performed by ES IIIs under the current Undercare structure, the parties shall reopen discussions regarding impact.
 - iii. The union may ask for a review by the Deputy Commissioner for Income Support Operations of assignments to Assistant to Supervisor positions which appear arbitrary but such review shall not be subject to the grievance/arbitration procedures.
 - iv. HRA shall provide the union with monthly statistics on recertifications and applications performed by ES IIIs.
 - v. Any issues concerning the application of the Quarterly Reporting System (“QRS”) will be referred to center-based labor/management committees.
- d. The provisions of this Section 4 may be modified by the mutual written consent of the parties.

**ARTICLE XXII - SPECIAL PROVISIONS APPLICABLE TO EMPLOYEES
IN THE DEPARTMENT OF SOCIAL SERVICES**

Section 1. - Hours and Schedules

- a. One full uninterrupted duty free hour shall be allowed for lunch for all employees except in emergencies. Authorized and ordered time worked during the lunch hour under emergencies shall be considered time worked. Such authorizations shall be in writing.
- b. The Department, 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 request shall be made by the agency head or his designee. Rejection of such request shall be subject to the grievance machinery.
- c. In the scheduling of vacations pursuant and subject to established vacation policy and procedures, all authorized vacation picks for employees shall be by seniority in Civil Service title, including all uninterrupted provisional and temporary time. Choice for employees assigned to work units which required unit-wide coverage shall be determined by title seniority among employees in the respective unit. Choice for employees assigned to work units which require location-wide coverage shall be determined by title seniority among employees in the respective locations. Choice for employees assigned to work units which required broader coverage shall be determined by title seniority among affected employees.
- d. When an employee is ordered to report to Central Office or any other location at any time other than his regular duty hours, such time spent shall be considered time worked.

Section 2. Personnel Practices

New employees and employees returning from leave-without-pay status who are not paid on the first pay day after their appointment shall, upon request, receive an advance each pay day in an amount equal to the amount specified in Procedure DSS 72-35, as amended.

Section 3. Transportation and Reimbursement

Employees shall be reimbursed for actual expense 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 city blocks or the equivalent.

Section 4. Union-Management Relations

- a. The agency will make known and deliver to the Union prior to implementation all written statements or policy or procedure applicable to employees covered by this Agreement.
- b. Upon request to the chief administrative officer of a Department of Social Services work location, the Union Chapter shall be permitted to meet within the location during the lunch hour provided that facilities for such a meeting are available without curtailing or disrupting ongoing activities. Union officials may attend such meetings.

- c. The Department will grant super-seniority in all involuntary transfers to one duly designated and registered Union representative in each work location in the Department, except the Bureau of Medical Assistance at 330 West 34th Street where five such representatives shall be granted such super-seniority, one of whom shall be designated as Chief Union Representative. For the purposes of this Section 4, a work location shall be defined as a Bureau, Division, Social Service Center, or other premises used by the Department where more than twenty-five (25) employees work.
- d. The Department will provide the Union with a seniority list every three (3) months for all employees covered by this Contract.

Section 5. Transfer of Personnel

a. DEFINITIONS OF TERMS USED IN THIS SECTION:

- i. **TRANSFER:** The term “transfer” shall mean the shifting of an employee from one Bureau, Division, Social Service Center or other premises used by the Department of Social Services to another, without any significant change in duties, responsibilities and remuneration, except that no initial assignment of newly appointed employees, after an initial period of training, shall be a transfer.
- ii. **SENIORITY:** The term “seniority” shall mean an employee’s service in his present permanent title, including uninterrupted provisional service and temporary Civil Service. However, provisional employees in the same title shall have secondary seniority in title based on length of service in that title.
- iii. **HARDSHIP:** The term “hardship” shall mean an undue burden to an employee resulting from a proposed involuntary transfer which results in:
 - (1) An increase in travel time to fifty-five (55) minutes or more if the employee is a City resident;
 - (2) An increase in travel time to one and one-quarter (1-1/4) hours or more if the employee is not a City resident;
 - (3) Serious family problems, personal and/or medical.
- iv. **TRAVEL TIME:** The term “travel time” shall mean running time established by the Transit Authority and/or any private carrier.
- v. **VOLUNTARY TRANSFER REQUEST LIST:** The term “voluntary transfer request list” shall mean a list maintained by the Department of Social Services 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. The requests shall remain in effect during the following calendar year.
- vi. **NORMAL TRANSFER:** The term “normal transfer” shall mean a transfer which is made on a routine basis to meet normal staffing requirements.
- vii. **NEW LOCATION TRANSFER:** The term “new location transfer” shall mean a transfer which is made to staff a new location which may be utilized by the Employer for the delivery of service.

- viii. **REORGANIZATION TRANSFER:** The term “reorganization transfer” shall mean a transfer which is made pursuant to the reorganization of the Department of Social Services to effectuate the separation of social service functions from income maintenance functions or any other reorganization.

b. TRANSFER PROCEDURES:

When the Employer decides it is necessary to transfer employees in any title into or out of a particular work location or locations, such transfers shall be made in accordance with the following provisions:

- i. **NORMAL TRANSFERS:** The following order of priority for normal transfers shall be followed, provided that the Employer may establish requirements limited to specialized skills or specialized training:
- (1) **Voluntary Transfers:**
 - (a) Employees from the voluntary transfer request list in order of date of submission of transfer requests.
 - (b) Any additional volunteers in seniority order.
 - (2) **Involuntary Transfers:**
 - (a) Non-volunteers by inverse order of seniority, except employees who fall within the subsections (b) through (f) below, shall for purposes of this Section 5(b)(2), be the last to be involuntarily transferred. If employees who fall within subsections (b) through (f) below are transferred involuntarily they shall be transferred in the order of subsections (b) through (f) below.
 - (b) Employees under extended probation or special evaluatory supervision who have received written notice of such status.
 - (c) Travel hardship cases.
 - (d) Employees with less than six (6) months of service in a title.
 - (e) Employees who have been transferred twice within the past twelve (12) months.
 - (f) Medical and personal hardships.
- ii. **NEW LOCATION TRANSFERS:** When the Employer decides it is necessary to open a new location and transfer employees to such location, the following procedure shall be followed:
- (1) Volunteers shall be solicited to fill vacancies provided that the Employer may establish requirements for such vacancies limited to time-in-service, and specialized skills or specialized training. Volunteers meeting the requirements, if any, shall be transferred in order of seniority.
 - (2) If the Employer is unable to adequately staff a new location pursuant to Section 5(b)(ii)(1) above, the remaining vacancies shall be filled pursuant to

the involuntary transfer provisions of Section 5(b)(i)(2) provided that the Employer may establish requirements for such vacancies limited to time-in-service, and specialized skills or specialized training.

- iii. **REORGANIZATION TRANSFERS:** Priority to remain in the location shall be granted first to employees who have been involuntarily transferred twice within the past twelve (12) months. Secondary priority to remain in the location will be granted to other employees in seniority order.
 - (1) Employees who are to be transferred shall be given a list of vacancies which are to be filled. The Employer may establish requirements for certain vacancies limited to time-in-service, and specialized skills or specialized training. The employees shall have the right in seniority order to select any such vacancy for which he meets the requirements, if any.
 - (2) Transfers made according to the provisions of this Section 5(b)(iii), entitled Reorganization Transfers, shall take precedence over the voluntary transfer request list provided for in Section 5(b)(i)(1)(a), entitled Normal Transfers.

c. LIMITATIONS:

- i. The Employer shall grant normal transfers from the voluntary transfer request list on a regular routine basis. Such transfers may not be granted to employees falling within the priority categories listed in Sections 5(b)(i)(2)(b), 5(b)(i)(2)(d) and 5(b)(i)(2)(f). Notwithstanding the preceding limitations, employees who have been involuntarily transferred twice within the last twelve (12) months may be granted a voluntary transfer.
- ii. The employer shall have the right to transfer an employee on an emergency basis for not more than fifteen (15) working days.
- iii. Transfers for medical reasons which are certified by the Medical Welfare Administrator shall not be subject to the provisions of this Article.
- iv. The Employer shall not transfer any employee as a penalty without the presentation of charges in accordance with established disciplinary procedures.
- v. Travel hardship cases shall be judged by the Department of Social Services based upon the employees last official address on file with the Department's personnel bureau. Employees notifying the Department's personnel bureau of a change in address shall receive a receipt attesting to the fact that they have filed the necessary changes.
- vi. Not less than once every two (2) weeks, the Employer shall furnish to the Union a list of all vacancies filled by transfer or promotions since the previous list.
- vii. Employees to be transferred involuntarily, pursuant to Section 5(b)(i) (Normal Transfer) or Section 5(b)(ii) (New Location Transfers) shall be given a list of vacancies which are to be filled. The Employer may establish requirements for certain vacancies limited to time-in-service, and specialized skills or specialized training. The employee shall have the right, in seniority order to select any such vacancy for which he/she meets the requirements, if any.

- viii. In the event that claimed hardship is invalidated or disallowed by the Employer the matter shall be subject to the grievance procedure directly to Step II or, at the option of the Union, directly to arbitration.

ARTICLE XXIII - SPECIAL PROVISIONS APPLICABLE TO THE POLICE DEPARTMENT

Section 1.

Vacation picks shall be offered to employees in order of their seniority in title.

Section 2.

The parties agree that if the Police Commissioner requires a uniform to be worn by the Police Administrative Aides and Senior Police Administrative Aides the parties shall re-open this Agreement solely as to this matter.

Section 3.

At the work location, where lockers and space are available, the Department will furnish lockers to civilians. It may be necessary that more than one person be assigned to a locker. Subsequently, should any of the lockers so assigned be required for police officers, they will be relinquished. This decision will be made by the unit commander or supervisor, but such decision shall not be made arbitrarily or capriciously.

Section 4.

The Police Department will supply to the Union all changes in the Patrol Guide.

Section 5.

Seniority shall be a factor to be weighted together with other factors usually considered in filling vacancies, making schedules, and determining assignments.

ARTICLE XXIV - SPECIAL PROVISIONS APPLICABLE TO THE HEALTH AND HOSPITALS CORPORATION

{Not applicable to "Enrollment Sales Representative" title series}

Section 1.

Sick Leave shall be used only for personal illness, injury or disability of the employee or for the purpose of securing medical or dental treatment. In this connection any visit by an employee to the Employees Health Service or clinics except for an emergency shall be charged to sick leave; a visit for an emergency shall not be charged to sick leave.

Section 2.

When an employee is required by the institution to wear a uniform or smock, the institution shall provide the employee with three (3) such uniforms or smocks per year.

Section 3. - TRANSFER POLICY:

a. POSTING:

At least five (5) working days prior to the filling of a vacancy which the institution or central office location is authorized to fill and decides 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. The posting shall include a functional job description and may include specialized skills or knowledge not inconsistent with the job specifications. The vacancy shall be for specific hours and work days if so stated but in no event shall such work schedule be considered permanent.

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 name, title, present position, length of time on staff and in a brief statement any other data which he/she believes to be relevant.

b. SENIORITY:

The term seniority as used in this Article shall mean an employee's service in his/her present permanent title, including uninterrupted provisional service and temporary Civil Service. However, provisional employees with more than one year of service in the title shall have secondary seniority in title based on length of service in the title. Secondary seniority shall mean that after consideration is given to permanent per annum employees who voluntarily request transfer between hospitals, change of shift, or change of work week schedule, consideration shall be given to provisional employees with more than one year of service who voluntarily request transfer between hospitals, change of shift or change of work week schedule.

c. CHANGE OF WORK WEEK SCHEDULE WITHIN A UNIT:

i. Any vacancy resulting from the filling of the posted vacancy shall be filled by means to be determined by the institution, consistent with applicable law and Health and Hospitals Corporation Personnel Rules and Regulations. This subsection is applicable where all of the following conditions exist and is to be utilized for the filling of the posted vacancy.

- (1) A unit of clerical-administrative employees provides coverage for two or more distinct work week schedules (i.e. days of the week) and where a rotation schedule is not used.
- (2) A vacancy which the institution is authorized to fill and decides to fill occurs on one of the work week schedules within the unit and is posted.

- (3) A clerical-administrative employee in the unit in the same title as the vacancy and on a different work week schedule from the vacancy, requests to fill that vacancy on the different work week schedule.
 - (4) An employee who is on his/her probationary period following permanent appointment from the Civil Service list or a provisional employee with less than one year of service in his/her current title shall not covered by the provisions of this Section 3(c).
- ii. If applications are received from employees with a satisfactory work record within the unit in the title to be filled on another work week schedule, and the applicants are found to be qualified, the most senior qualified applicant shall have his/her work week schedule changed to the one noted in the vacancy posting; however, if changes are directed out of seniority such changes shall not be arbitrary and capricious. Qualifications may include specialized skills or knowledge not inconsistent with the job specifications.

d. TRANSFERS BETWEEN HOSPITALS:

When a vacancy is to be filled by voluntary transfer between hospitals, it shall be made on the basis of greatest seniority in the hospital or other work location from among per annum employees in the same title as the vacancy 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 Contract.

An employee who is on his/her probationary period following permanent appointment from the Civil Service list or a provisional employee with less than one year of service in his/her current title shall not be covered by the provisions of this Section 3(d).

e. CHANGE OF TOUR WITHIN A UNIT:

- i. This Section is applicable where all of the following conditions exist and is to be utilized only for the filling of the posted vacancy. Any vacancy resulting from the filling of the posted vacancy shall be filled by means to be determined by the institution, consistent with applicable law and Health and Hospitals Corporation Personnel Rules and Regulations.
- (1) A unit of clerical-administrative employees provides coverage for two or more tours (i.e., day, evening, night tours) and where a rotation schedule is not used.
 - (2) A vacancy which the agency is authorized to fill and decides to fill occurs on one of the tours within the unit and is posted.
 - (3) A clerical-administrative employee in the unit in the same title as the vacancy and on a different tour from the one noted in the vacancy posting, requests to fill that vacancy on the different tour.

- (4) An employee who is on his/her probationary period following permanent appointment from the - Civil Service list or a provisional employee with less than one year of service in his/her current title shall not be covered by the provisions of this Section 3(e).
- ii. If applications are received from employees with a satisfactory work record within the unit in the title to be filled who are on another tour, and the applicants are found to be qualified, the most senior qualified applicants shall have his/her tour changed to the one noted in the vacancy posting; however, if changes are directed out of seniority, such changes shall not be arbitrary and capricious. Qualifications may include specialized skills or knowledge not inconsistent with the job specifications.

Section 4.

In the event that an employee is subject to undue hardship as a result of a payroll error of one week or more shortage solely the fault of the Employer, an attempt will be made to provide an advance pay order to alleviate the hardship.

Section 5.

During the peak vacation period as defined in Article V, Section 2(b) of the *Citywide Agreement*, seniority shall be the governing factor in determining vacations picks.

**ARTICLE XXV - SPECIAL PROVISIONS APPLICABLE TO
THE DEPARTMENT OF SANITATION**

Seniority shall be a consideration with other factors to be considered (such as, but not limited to, location and availability of personnel) in the scheduling of vacations, the filling of vacancies that the Department of Sanitation has decided to fill and has the authority to fill, and the selection of employees for work shift assignments.

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 11 of the *2008-2010 Clerical 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.
 - e. 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 4(a) of this Agreement.

Appendix B

The following rules shall govern the eligibility of Employees for the Recurring Increment Payment ("RIP") provided for in Article III, Section 12 of the 2008-2010 Clerical Agreement.

1. Only service in pay status shall be used to calculate the qualifying 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 qualifying 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. Part-time employees shall be ineligible to receive RIPs, but prior part-time service shall be credited to full-time employees on a pro rata basis, provided all other terms and conditions set forth herein are met.
 - a. An employee must have regularly worked at least one half the regular hours of full time employees in the same title or if no full-time equivalent title exists then at least 17-1/2 hours for white collar positions or 20 hours for blue collar positions.
 - b. Such part time service shall be prorated by dividing the number of hours worked per week by a part-time employee by the number of hours worked per week by a full-time employee in the same title. If no full-time equivalent title exists then the divisor shall be 35 hours for white collar positions or 40 hours for blue collar positions.
3. Service in pay status prior to a break in service of more than one year shall *not* be used to calculate the qualifying years of service.
4. The following time in which an Employee is not in pay status shall not constitute a break in service, but such time shall *not* be used to calculate the qualifying years of service:
 - 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 or recall list, and
 - d. time not in pay status of 31 days or less.
5. RIPs shall be considered a salary adjustment for the purposes of Article III, Section I(d) of this Agreement and the maximum salary of an eligible title shall not constitute a bar to the payment thereof.
6. Once an Employee has qualified for a RIP and is receiving it, the RIP shall become part of the Employee's base rate and included in calculating all salary based payments, except as provided in paragraph 7 below. Any future negotiated general increases shall be applied to RIPs.
7. A RIP shall not become pensionable until two years after the Employee begins to receive such RIP.

WHEREFORE, we have hereunto set our hands and seals this 13th day of April, 2012

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

FOR DISTRICT COUNCIL 37,
AFSCME, AFL-CIO:

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

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

APPROVED AS TO FORM:

BY: Paul F. Rephen
PAUL F. REPHEN
Acting Corporation Counsel

DATE SUBMITTED TO THE FINANCIAL CONTROL BOARD: _____, _____

UNIT: 2008-2010 Clerical Agreement

TERM: March 3, 2008 – March 2, 2010

OFFICE OF LABOR RELATIONS REGISTRATION	
OFFICIAL	CONTRACT
NO: <u>12005</u>	DATE: <u>April 13, 2012</u>