



THE CITY OF NEW YORK  
**OFFICE OF LABOR RELATIONS**  
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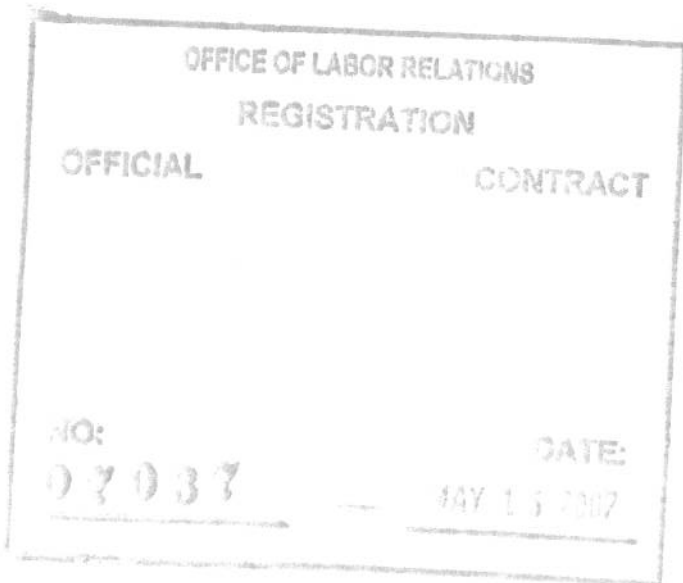
**JAMES F. HANLEY**  
*Commissioner*  
**PAMELA S. SILVERBLATT**  
*First Deputy Commissioner*

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES  
FROM: JAMES F. HANLEY, COMMISSIONER *James F. Hanley*  
SUBJECT: EXECUTED CONTRACT: SUPERVISOR OF MECHANICS (M.E.) ET AL.  
TERM: APRIL 1, 2006 TO OCTOBER 30, 2008

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 Local 621, Service Employees International Union, AFL-CIO, on behalf of the incumbents of positions listed in Article I of said contract.

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

DATED: MAY 15 2007



**Local 621, S.E.I.U.**  
**2006-2008 Supervisor of Mechanics (M.E.), et al. Agreement**

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**Local 621, S.E.I.U,  
2006-2008 Supervisor of Mechanics (M.E.) et al. Agreement**

*AGREEMENT* entered into this 15<sup>th</sup> day of May, 2007 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 (hereinafter referred to jointly as the "Employer"), and **Local 621, Service Employees International Union, AFL-CIO** (hereinafter referred to as the "Union"), for the twenty-three month and twelve day period from **April 1, 2006 to March 12, 2008** for all titles listed below in Article I Section 1 except for the Deputy Director of Motor Equipment Maintenance (Sanitation) where the twenty-three month and twelve day period from **November 19, 2006 to October 30, 2008** shall apply.

**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 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):

Supervisor of Mechanics (Mechanical Equipment)  
Supervisor of Ironwork  
Deputy Director of Motor Equipment Maintenance (Sanitation)  
Administrative Director of Fleet Maintenance\*,

\* For present incumbents only

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**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 except that Articles VII and VIII shall not apply to **employees** assigned and paid an assignment differential as Assistant Supervising Supervisor Class I or Class II or Supervising Supervisor. Further, employees serving in the title of Deputy Director of Motor Equipment Maintenance, Administrative Director of Fleet Maintenance and employees serving at Level II of the title of Supervisor of Mechanic (Mechanical Equipment), shall be excluded from the aforementioned Articles VII and VIII.

**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 - UNION ACTIVITY**

**Section 1.**

Time spent by **Union** officials and representatives in the conduct of labor relations 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. No **employee** shall otherwise engage in **Union** activities while assigned to regular duties.

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**Section 2.**

The **Employer** agrees not to discriminate in any way against any **employee** for **Union** activity, but such activity shall not be carried on during working hours or in working areas.

**Section 3.**

The **Union** shall be entitled to designate one (1) **shop steward** for each **Agency** except in the case of the **Department of Sanitation** where the **Union** shall be entitled to designate one (1) **shop steward** for each borough of **New York City**.

**Section 4.**

The **Union** shall certify in writing to the **Employer** the names of its **stewards** and any changes in personnel serving in that capacity. No **shop stewards** may leave their regularly assigned work locations in order to investigate a grievance without first obtaining the approval of their **supervisor**.

**Section 5.**

There shall be no **Union** activity on **Employer** time other than that which is specifically permitted by the terms of this **Agreement**.

**ARTICLE IV - WAGES AND SUPPLEMENTS**

**Section 1.**            **General Provisions**

- A. This Article IV 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 general increases and any other salary adjustments, are based upon a normal work week of 40 hours. 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

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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 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** - 40 hour week basis - 1/2088 of the appropriate minimum basic salary.

**Section 2**                      **Wage Increases**

**A. General Wage Increases:**

- (i) A rate increase of 2.031% shall become effective on May 1, 2006 for employees in the titles Supervisor of Ironwork and Supervisor of Mechanic (Mechanical Equipment) and Administrative Director of Fleet Maintenance; and on December 19, 2006 for employees in the title Deputy Director of Motor Equipment Maintenance (Sanitation).
- (ii) A rate increase of 5.076% shall become effective on November 1, 2006 for employees in the titles Supervisor of Ironwork and Supervisor of Mechanic (Mechanical Equipment) and Administrative Director of Fleet Maintenance; and on June 19, 2007 for employees in the title Deputy Director of Motor Equipment Maintenance (Sanitation).
- (ii) The increases provided for in this Section 2(A) (i) and (ii) shall be calculated as follows:
  - (a) The increase in Section 2(A)(i) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on April 30, 2006 and December 18, 2006, respectively;
  - (b) The increase in Section 2(A)(ii) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on October 31, 2006 and June 18, 2007, respectively; and
  - (c) Part-time per annum, per session, hourly and per diem **employees** (including seasonal appointees) and **employees** whose normal work year is less than a full calendar year

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shall receive the increases provided in Section 2(A)(i) and (ii) on the basis of computations heretofore utilized by the parties for all such **employees**.

**Section 3. Supervisor of Ironwork**

Employees in the title Supervisor of Ironwork shall be subject to the following salaries during the term of this agreement:

<u>Effective Date</u>	<u>(a) New Hire Rate</u>	<u>(b) Incumbent Rate</u>
<b>April 1, 2006</b>	\$78,590	\$90,779
<b>May 1, 2006</b>	\$80,186	\$92,623
<b>November 1, 2006</b>	\$84,256	\$97,325

**Note:**

Employees hired between 4/1/06 and 4/30/06 shall be paid the hiring rate in effect on 4/1/06. Employees hired between 5/1/06 and 10/31/06 shall be paid the hiring rate in effect on 5/1/06. Employees hired on or after 11/1/06 shall be paid the hiring rate in effect on 11/1/06. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated incumbent rate for the applicable title that is in effect on the two year anniversary of their original appointment as set forth in the applicable Successor Separate Unit Agreement. In no case shall an employee receive less than the stated new hire rate

**Section 4. New Hires.**

*This Section refers only to employees in the title Supervisor of Ironwork.*

- a. For the purposes of Sections 4(b) and 4(c), employees 1) who were in active pay status before April 1, 2006 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 “incumbent rate” set forth in subsection 3(b) of this Article IV;
  - 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

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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 V of this Agreement.

b. The following provisions shall apply to Employees newly hired on or after April 1, 2006:

i. During the first two (2) years of service, the "appointment rate" for a newly hired employee shall be 15.51% less than the applicable incumbent rate for said title that is in effect on the date of such appointment as set forth in this *Agreement*. The general increases provided for in subsection 2(A) shall be applied to the "appointment rate."

ii. Upon completion of two (2) years of service such employees shall be paid the indicated "incumbent" rate the applicable title that is in effect on the two (2) year anniversary of their original date of appointment as set forth in subsection 3(b) of this Article IV.

c.

i. If applicable, 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.

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.

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 subsections 4(b) and 4(c).

**Section 5. Deputy Director of Motor Equipment Maintenance (Sanitation)**

Employees in the title Deputy Director of Motor Equipment Maintenance (Sanitation) shall be subject to the following salary ranges during the term of this agreement:

<u>Effective Date</u>	Incumbent (a) <u>Minimum</u>	Incumbent (b) <u>Maximum</u>	(c) <u>New Hire Rate</u>
<b>November 19, 2006</b>	\$110,929	\$119,361	\$100,770
<b>December 19, 2006</b>	\$113,182	\$121,785	\$102,817
<b>June 19, 2007</b>	\$118,927	\$127,967	\$108,036

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**Section 6.**

**A) Supervisor of Mechanics (Mechanical Equipment) Level I**

For the period April 1, 2006 to March 12, 2008, the annual salary for all **Supervisor of Mechanics (Mechanical Equipment) ("SMME") Level I**, other than those serving in one or more of the higher SMME assignments, shall be as follows:

<u>Effective Date</u>	<u>(a) Annual Incumbent Salary Rate</u>	<u>New HireRate</u>
April 1, 2006	\$87,911	\$79,861
May 1, 2006	\$89,696	\$81,483
November 1, 2006	\$94,249	\$85,619

For the period April 1, 2006 through March 12, 2008, **SMME's** Level I's serving in one of the three higher **SMME** assignments shall receive an assignment differential above the base salary rate set forth in this section 6:

<u>Effective Date</u>	<u>Assistant Supervising Supervisor Class II</u>	<u>Assistant Supervising Supervisor Class I</u>	<u>Supervising Supervisor</u>
April 1, 2006	\$4,256	\$5,785	\$7,965
May 1, 2006	\$4,342	\$5,902	\$8,127
November 1, 2006	\$4,562	\$6,202	\$8,540

**For those New Hires  
Hired on or after:**

4/1/2006	\$3,866	\$5,255	\$7,235
5/1/2006	\$3,945	\$5,362	\$7,382
11/1/06	\$4,145	\$5,634	\$7,757

Applying the above assignment differentials, the annual salaries for the three higher **SMME Level I** assignments for the period April 1, 2006 through March 12, 2008 shall be as follows:

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<b>Effective Date</b>	<b>Assistant Supervising Supervisor Class II</b>	<b>Assistant Supervising Supervisor Class I</b>	<b>Supervising Supervisor</b>
<b>April 1, 2006</b>	\$92,167	\$93,696	\$95,876
<b>May 1, 2006</b>	\$94,038	\$95,598	\$97,823
<b>November 1, 2006</b>	\$98,811	\$100,451	\$102,789
<b>For those New Hires</b>			
<b>Hired on or after</b>			
<b>4/1/2006</b>	\$83,727	\$85,116	\$87,096
<b>May 1, 2006</b>	\$85,428	\$86,845	\$88,865
<b>November 1, 2006</b>	\$89,764	\$91,253	\$93,376

The following definitions shall apply to the various assignment differentials set forth above:

**Assistant Supervising Supervisor Class II (sometimes referred to as “Senior Supervisor”):**

Is in responsible charge of one large or several smaller repair facilities, machine shops, plants or pumping stations, a borough shop and its satellite garages or several shops in a central repair shop, may be required to coordinate personnel and activities within assigned area; supervises assigned personnel.

**Assistant Supervising Supervisor Class I (sometimes referred to as “Assistant Chief”):**

Is in responsible charge of several shops, plants or pumping stations, several borough shops and their satellite garages or an entire floor comprised of shops and related facilities in a central repair shop; may assist in the planning, directing and coordinating of repair and maintenance activities; supervises assigned personnel.

**Supervising Supervisor (sometimes referred to as “Chief”):**

Is in responsible charge of various operations and functions of a unit comprised of garage operations, borough shops, a central repair shop, plants or pumping stations, or a similar repair and maintenance function, involving planning, directing and coordinating repair and maintenance activities; performs administrative work; may serve as principal assistant to a bureau director; supervises assigned personnel.

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**B) Supervisor of Mechanics (Mechanical Equipment) Level II\***

For the period April 1, 2006 to March 12, 2008, the annual salary for all **Supervisor of Mechanics (Mechanical Equipment) ("SMME") Level II**, shall be as follows:

<u>Effective Date</u>	Incumbent (a) <u>Minimum</u>	Incumbent (b) <u>Maximum</u>	(c) <u>New Hire Rate</u>
<b>April 1, 2006</b>	\$107,500	\$119,361	\$90,000
<b>May 1, 2006</b>	\$109,683	\$121,785	\$91,828
<b>November 1, 2006</b>	\$115,251	\$127,967	\$96,489

\* **Note:** The above rates are based on a 40 hour week.

**Section 7. Administrative Director of Fleet Maintenance\***

For the period April 1, 2006 to March 12, 2008, the annual salary for all **Administrative Directors of Fleet Maintenance**, shall be as follows:

<u>Effective Date</u>	<u>Minimum</u>	<u>Maximum</u>
<b>April 1, 2006</b>	\$110,929	\$119,361
<b>May 1, 2006</b>	\$113,182	\$121,785
<b>November 1, 2006</b>	\$118,927	\$127,967

**Note:**

\* For present incumbents only.

The above rates are based on a 40 hour week.

**Section 8 New Hires**

*This Section refers only to employees in the titles Deputy Director of Motor Equipment Maintenance and Supervisor of Mechanics (Mechanical Equipment) Level I and Level III:*

a. For the purposes of Section 8(b) and 8(e), employees in the title of Deputy Director of Motor Equipment Maintenance 1) who were in active pay status before November 19, 2006 and 2) who are affected by the following personnel actions after said date **shall not** be treated as "newly hired" employees and shall receive no less than the indicated "incumbent minimum" set forth in subsection 5(a) of this Article IV: In addition, for the purposes of Sections 8(c), 8(d) and 8(e), employees in the

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title Supervisor of Mechanics (Mechanical Equipment) Level I or Level II 1) who were in active pay status before April 1, 2006 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 no less than the indicated “incumbent rate” set forth in subsection 6 of this Article IV

- 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 8. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in Article V of this Agreement.
- b. The following provisions shall apply to employees in the title Deputy Director of Motor Equipment Maintenance newly hired on or after November 19, 2006:
- i. During the first two (2) years of service, the “appointment rate” for a newly hired employee shall be 10.08% less than the applicable incumbent minimum rate for said title that is in effect on the date of such appointment as set forth in this *Agreement*. The general increases provided for in subsection 2(A) shall be applied to the “appointment rate.”
  - ii. Upon completion of two (2) years of service such employees shall be paid no less than the indicated “incumbent minimum” rate for the applicable title that is in effect on the two (2) year anniversary of their original date of appointment as set forth in subsection 5(a) of this Article IV.
- c. The following provisions shall apply to employees in the title Supervisor of Mechanic Mechanical Equipment Level I newly hired on or after April 1, 2006:

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i. During the first two (2) years of service, the “appointment rate” for a newly hired employee shall be 10.08% percent less than the applicable incumbent rate for said title that is in effect on the date of such appointment as set forth in this *Agreement*. The general increases provided for in subsection 2(A) shall be applied to the “appointment rate.”

ii. Upon completion of two (2) years of service such employees shall be paid no less than the indicated “incumbent” rate for the applicable title that is in effect on the two (2) year anniversary of their original date of appointment as set forth in subsection 6 of this Article IV.

**d.** The following provisions shall apply to employees in the title Supervisor of Mechanic Mechanical Equipment Level II newly hired on or after April 1, 2006:

i. During the first two (2) years of service, the “appointment rate” for a newly hired employee shall be 19.44% percent less than the applicable incumbent rate for said title that is in effect on the date of such appointment as set forth in this *Agreement*. The general increases provided for in subsection 2(A) shall be applied to the “appointment rate.”

ii. Upon completion of two (2) years of service such employees shall be paid no less than the indicated “incumbent” rate for the applicable title that is in effect on the two (2) year anniversary of their original date of appointment as set forth in subsection 6 of this Article IV.

**e.** i If applicable, 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.

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.

**f.** 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 subsections 8(b), 8(c) and 8(d).

### **Section 9.**

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 this Article IV.

### **Section 10.**

**(a)** In accordance with the election by the **Union** pursuant to the provisions of Article XIII of the

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*1995-2001 Citywide Agreement* as amended between the City of New York and related public employers and District Council 37, A.F.S.C.M.E., AFL-CIO, or its successor **Agreement(s)**, the Welfare Fund provisions of that *Citywide Agreement* as amended or any successor(s) thereto shall apply to **employees** covered by this **Agreement**.

- (b) When an election is made by the **Union** pursuant to the provisions of Article XIII, Section 1(b), of the *1995-2001 Citywide Agreement* as amended between the City of New York and related public employers and District Council 37, A.F.S.C.M.E., AFL-CIO, or any successor(s) thereto, the provisions of Article XIII, Section 1(b) of the *Citywide Agreement* as amended or any successor(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**. In no case shall the single contribution provided in Article XIII, Section 1(b) of the *Citywide Agreement* as amended or any successor(s) thereto, exceed the total amount that the **Union** would have been entitled to receive if the separate contributions had continued.
- (c) Contributions remitted to the Union pursuant to this Section 1 and Article XIII of the *Citywide Agreement* are contingent upon a signed separate trusted fund agreement between the Employer and the Union.

#### **Section 11.**

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

#### **Section 12.**

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 - 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

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policy or orders of the **Employer** applicable to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving the **Rules and Regulations of the New York City Personnel Director** 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 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 competitive 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 a provisional employee who has served for two years in the same or similar title or related occupational group in the same agency.
- 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.

## Section 2.

The Grievance Procedure, except for grievances as defined in Section 1(d), 1(e), 1(g) and 1(h) of this Article, shall be as follows:

**Employees** may at any time informally discuss with their supervisors a matter, which may become a grievance. If the results of such a discussion are unsatisfactory, the **employees** may present the grievance at **Step I**.

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

**STEP I** The **employee** and/or the **Union** shall present the grievance in the form of a memorandum to the person designated for such purpose by the agency head no later than 120 days after the date on which the grievance arose except that grievances alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be presented no later than 120 days after the first date on which the grievant discovered the payroll error. . The **employee** may also request an appointment to discuss the grievance and such request shall be granted. The person designated by the **Employer** to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall issue a determination in writing by the end of the third work day following the date of submission.

**NOTE:** *The following **STEP I(a)** shall applicable only in the Health and Hospitals Corporation in the case of grievances arising under Section 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 determination or award of the arbitrator shall be final and binding in accord with applicable law and shall not add to, subtract from or modify any contract, rule, regulation, written policy or order mentioned in Section 1 of this Article.

### 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 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.

**STEP B(i)** If the employee is not satisfied with the determination at **STEP A** above, then the employee may choose to proceed in accordance with the Grievance Procedure set forth in this Agreement through **STEP III**. The Union, with the consent of the employee, shall have the right to proceed to binding arbitration pursuant to **STEP IV** of such Grievance Procedure. The period of an employee's suspension without pay pending hearing and determination of charges shall not exceed thirty (30) days.

**STEP B(ii)** An appeal from the determination of **STEP A** above shall be made to the agency head or designated representative. The appeal must be made in writing within five (5) work days of the receipt of the determination. The agency head or designated representative shall meet with the employee 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 7.

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. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance.

#### Section 8.

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**

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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 9.**

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 10.**

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 11.**

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 12.**

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 13.**

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**

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**XIV of the Civil Service Law.**

**Section 14. 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 12 and notify the parties of proposed hearing dates for such cases.
    - (2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) to raise any objections thereto.
    - (3) If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any time prior to the scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of Disputes of the Office of Collective Bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.
    - (4) No case shall be submitted to the expedited arbitration process without the mutual agreement of the parties.
  - ii. **CONDUCT OF HEARINGS:**
    - (1) The presentation of the case, to the extent possible, shall be made in the narrative form. To the degree that witnesses are necessary, examination will be limited to questions of material fact and cross examination will be

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- 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 VI - 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 VII - TRANSFERS

##### Section 1.

The term *transfer* shall mean (i) the shifting of an **employee** to a position in charge of a division or shop, or (ii) the shifting of an **employee** from one work location to another without any significant change in the duties and responsibilities of the **employee's** civil service title.

##### Section 2.

The initial assignment of a newly appointed **employee** after an initial period of training to an existing or newly created position shall not constitute a transfer, except where the existing or newly created position is in charge of a department or shop.

**Section 3.**

A shifting of an **employee** to a position in which the said **employee** assumes the duties and responsibilities of a transferred **employee** shall not constitute a transfer, except where the vacant position is in charge of a department or shop.

**Section 4.**

For the purposes of this Article, the term *work location* shall mean a geographic area consisting of a garage, a group of garages, or a central repair shop.

**Section 5.**

With the exception of temporary transfers, voluntary transfers from one work location to another within an agency shall be made on the basis of greatest seniority in title in such agency from among employees who, in the judgement of the **Employer**, are otherwise equally qualified for the particular job opening.

Among the items to be assessed by the **Employer** to determine the qualifications of **employees** seeking transfers are the individual **employee's** abilities, performance, rate of absenteeism, general health and capabilities and disciplinary record.

**Section 6.**

With the exception of temporary transfers, involuntary transfers from one work location to another within an agency shall be made on the basis of least seniority in title in such agency from among **employees** who, in the judgement of the **Employer**, are otherwise equally qualified.

**Section 7.**

There shall be a six (6) month probationary period for all persons transferred. At or before the end of said probationary period, an **employee** who has been transferred may be returned to the work location from which transferred if, in the judgement of the **Employer**, said transferred **employee's** abilities, performance, rate of absenteeism, general health and capacities and disciplinary record in such new position warrant such return.

**Section 8.**

Temporary transfers are transfers which are limited to ninety (90) calendar days.

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**Section 9.**

When possible, all vacancies that the **Employer** has decided to fill by permanent transfer shall be posted on a department bulletin board as far in advance of the date the transfer is to be effective as is practicable; however, the **Employer** need not post a job opening more than a month in advance. This section applies to job openings to be filled either on a voluntary or involuntary basis.

**Section 10.**

Any **employee** who voluntarily transfers to another location shall remain in that location for a period of not less than one year. No transfer requests shall be accepted from any **employee** so transferred within one year preceding the date of request. When an **employee** has been selected for a voluntary transfer but said transfer has not been implemented within 90 days of such selection, such **employee** shall have the option to withdraw the original bid and to bid for a different position. However, such withdrawal from the original bid shall be permanent, and the original bid may not be reactivated.

**ARTICLE VIII - OVERTIME**

**Section 1.**

All overtime shall, as far as practicable, be distributed equally among the **employees** within a department except as modified in Section 2 of this Article.

**Section 2.**

In the Department of Sanitation, overtime shall, as far as is practicable, be distributed equally among employees in each work area.

For purposes of this Article only, work areas as they presently exist in the Bureau of Motor Equipment of the Department of Sanitation are defined as follows:

a. Field Operations

Each Borough Shop including its satellite garages shall be deemed a separate work area.

Fresh Kills Landfill is also designated as a work area except that emergency overtime, including, but not limited to work in progress, will be given priority when assigning overtime in this location.

b. Central Repair Shop

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Off-vehicle shops which presently include the Machine Shop, Engine Shop, Unit Repair Shop, Transmission Shop, Upholstery Shop, Electric Shop, and the Glass Shop shall be deemed a single work area.

On-vehicle mechanical repair shops which presently include Special Chassis and the Passenger Car Shop shall be deemed a single work area.

Metal working shops including the Body Shop and the Forge Shop shall be deemed a single work area.

The Tire Shop shall be deemed a single work area.

Employees, as defined herein, who work in locations other than those indicated above, shall work in accordance with the needs of their location.

Nothing herein shall be used to define a work area or location under Article VII of this agreement or for any purpose other than the distribution of overtime in the Department of Sanitation as defined herein.

## **ARTICLE IX - 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. - Supervisory Responsibility**

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**. The **Employer** will give the **Union** prior notice of the establishment and/or revision of standards for supervisory responsibility hereunder.

### **Section 2.**

**Employees** who fail to meet such standards may be subject to disciplinary measures in accordance with applicable law.

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### Section 3. – Performance Compensation

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

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

## ARTICLE X - BULLETIN BOARDS AND NOTICES

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. The minimum space to be provided on any such bulletin board shall be sufficient for a document on paper size 8½" x 13".

## ARTICLE XI - PERSONNEL AND PAY PRACTICES

### Section 1.

The **Employer** agrees to authorize all agencies, covered hereunder, effective January 1, 1971, to establish imprest funds for the reimbursement to employees of all necessary and authorized carfare, telephone, automobile and meal expenses and such other types of expenses as the **Comptroller** may approve. The funds shall be administered in accordance with the rules and regulations of the **Comptroller**.

### Section 2.

In the scheduling of vacations for **employees** of agencies covered hereunder subject to the vacation policy and procedures of the respective agencies, the **Employer** agrees that all authorized vacation picks for **employees** covered by this **Agreement** shall be by seniority in the **employee's** civil service title.

## ARTICLE XII - WORKING CONDITIONS

### Section 1.

The **Employer** shall make all reasonable efforts to provide **employees** with adequate, clean and safe washing and toilet facilities.

### Section 2.

All **employees'** work areas shall be adequately ventilated, lighted and otherwise maintained.

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## ARTICLE XIII - SAFETY

### Section 1.

All unsafe conditions reported by the **Union**, concerning **employees** covered by this **Agreement**, shall be duly noted by the appropriate supervisor and acted upon expeditiously.

### Section 2.

All unsafe conditions not acted upon expeditiously may become the subject of a grievance.

## ARTICLE XIV - 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 XV - 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 XVI - APPENDICES**

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

**ARTICLE XVII - 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 XVIII – 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.

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**WHEREFORE**, we have hereunto set our hands and seals this 15<sup>th</sup> day of May, 2007

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

FOR LOCAL 621,  
SEIU, AFL-CIO:

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

BY: *Joseph L. Giattino*  
JOSEPH GIATTINO  
President

APPROVED AS TO FORM:

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

CERTIFIED TO THE FINANCIAL CONTROL BOARD:

DATE: \_\_\_\_\_

**UNIT:** Supervisor of Mechanics (M.E.), et al.

**TERM:** April 1, 2006 to March 12, 2008, where applicable  
November 19, 2006 to October 30, 2008, where applicable

OFFICE OF LABOR RELATIONS	
REGISTRATION	
OFFICIAL	CONTRACT
NO: <u>07037</u>	DATE: <u>MAY 15 2007</u>



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*  
**PAMELA S. SILVERBLATT**  
*First Deputy Commissioner*

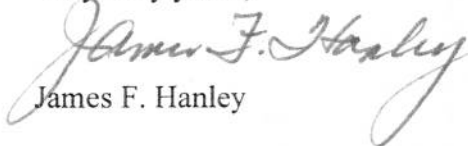
April 4, 2007

Joseph Giattino  
President  
Local 621, SEIU  
75 Darcy Circle  
Islip, New York 11751

Dear Mr. Giattino;

This is to confirm our mutual understanding that any SMME who alleges they are being paid at an incorrect SMME rate shall continue to have the right to bring pay grievances under Article IV and Article V of the contract. The one hundred and twenty-day (120) period for filing a grievance shall apply.

Very truly yours,

  
James F. Hanley

**AGREED AND ACCEPTED ON BEHALF OF LOCAL 621**

  
\_\_\_\_\_  
JOSEPH GIATTINO

03037



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*  
**PAMELA S. SILVERBLATT**  
*First Deputy Commissioner*

April 4, 2007

Joseph Giattino  
President  
Local 621, SEIU  
75 Darcy Circle  
Islip, New York 11751

Dear Mr. Giattino;

This is to confirm our continued mutual understanding that Local 621, S.E.I.U., AFL-CIO ("Local 621") has, effective since April 1, 2004, provided the necessary funding in the amount of 0.0452% to increase the compensation of the member of Local 621 on full-time paid release from the base-pay of a Level I Supervisor of Mechanics (Mechanical Equipment)("SMME") to that of the highest SMME salary at Level I (i.e., Supervising Supervisor). The purpose of this funding has been to provide, effective April 1, 2004, an annual salary to the member of Local 621 on full-time paid release equal to the salary of a Supervising Supervisor. The parties agree that the charge to the Union for the increase in the annual salary to the member of Local 621 on full-time paid release began effective April 1, 2004 and will continue regardless of the civil service title or the assignment level of any future active employee who may serve in the full-time paid release position.

It is our mutual understanding and agreement that the salaries reflected in the Collective Bargaining Agreement for the period beginning April 1, 2006 reflects, for the period beginning April 1, 2006 (and for Deputy Directors for the period beginning November 19, 2006), a salary adjustment sufficient to provide the necessary funding for the increased salary for the member of Local 621 on full-time paid release.

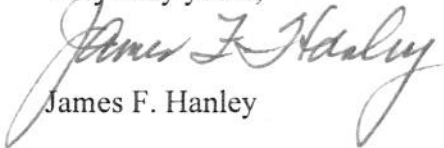
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The funding mechanism provided for in this side-letter can only be terminated upon the mutual agreement of the parties. If the parties agree to terminate this funding mechanism, it is understood that the charge that has been assessed to the union will instead, going forward, be restored to the wages of the SMME, Supervisor of Ironwork and Deputy Director of Motor Equipment Maintenance (Sanitation) titles effective the date of such termination.

If the above accords with your understanding, kindly execute the signature line provided below

Very truly yours,

  
James F. Hanley

**AGREED AND ACCEPTED ON BEHALF OF LOCAL 621**

  
\_\_\_\_\_  
JOSEPH GIATTINO

07037



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*  
**PAMELA S. SILVERBLATT**  
*First Deputy Commissioner*

April 4, 2007

Joseph Giattino  
President  
Local 621, SEIU  
75 Darcy Circle  
Islip, New York 11751

**Re: 2006-2008 Local 621 SMME, et al. Agreement**

Dear Mr. Giattino:

This is to confirm certain mutual understandings and agreements regarding the above captioned Agreement.

For the purposes of Article IV section 8(a)(i), "approved leave" is further defined to include:

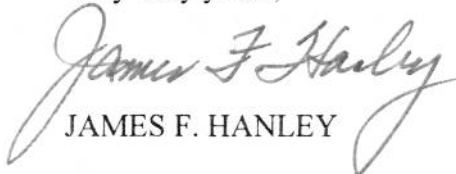
- a. maternity/childcare leave
- b. military leave
- c. unpaid time while on jury duty
- d. unpaid leave for union business pursuant to Executive Order 75
- e. unpaid leave pending workers' compensation determination

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- f. unpaid leave while on workers' compensation option 2
- g. approved unpaid time off due to illness or exhaustion of paid sick leave
- h. approved unpaid time off due to family illness
- i. other pre-approved leaves without pay

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

Very truly yours,

  
JAMES F. HANLEY

**AGREED AND ACCEPTED ON BEHALF OF  
Local 621**

BY:   
JOSEPH GIATTINO

08032



THE CITY OF NEW YORK  
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April 4, 2007

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President  
Local 621, SEIU  
75 Darcy Circle  
Islip, New York 11751

**Re: 2006-2008 Local 621 SMME, et al. Agreement**

Dear Mr. Giattino:

This is to confirm certain mutual understandings and agreements regarding the above captioned Agreement.

**Transit Check**

The parties agree that the City will expand the current Transit Check program to offer to eligible employees the ability to purchase a Transit Debit Card through payroll deductions in accordance with IRC Section 132. In addition to the current MTA Surface and Subway lines, the Transit Debit Card may be used to purchase tickets for mass transit commutation only (i.e. LIRR, LI MTA Buses, MetroNorth). The administrative fee for this benefit will be borne by the participants and will be deducted on a prorated basis from the participating employee's paycheck. After one year of experience with this benefit, the City will examine the level of participation and the associated costs of providing this benefit to determine whether or not the administrative fee requires adjustment.

The parties further agree to examine the possible expansion of this benefit to include other regional mass transit carriers.

**Residency**

The parties agree to support an amendment to Section 12-119 et seq. of the Administrative Code for the purpose of expanding permissible limits on residency to include the City of New York and Nassau, Westchester, Suffolk, Orange, Rockland or Putnam counties – with certain exceptions and limitations and except as may be prohibited by any other law requiring residency for appointment to

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certain positions including, but not limited to, the Public Officers Law – for employees covered by the terms of this Agreement.

Consistent with the above, Mayoral Directive 78-13, as amended July 26, 1978, and any other covered Employer's rules, regulations and/or operating procedures, shall be similarly modified to conform to the understanding of the parties.

Upon enactment of legislation to implement the provisions herein, employees shall be subject to Section 1127 of the New York City Charter.

### **Labor Management Committee on Pension Issues**

There shall be a joint Labor Management Committee on Pensions with the appropriate parties. The committee shall analyze the actual costs and additional contribution rate(s) for members of the New York City Employees' Retirement System (NYCERS) and the Board of Education Retirement System (BERS) associated with Chapter 96 of the Laws of 1995. Such analysis shall be based on, among other factors, the actual number of people who elected to participate under the provisions of said Chapter 96 of the Laws of 1995 as of September 26, 1995. The committee shall make recommendations regarding the establishment of revised additional contribution rate(s) and other remedies it deems appropriate so as to reflect the actual cost to members of NYCERS and BERS. Regardless of the comparison of actual costs to additional contributions for members of NYCERS and BERS, there shall be no adjustment to contributions under Chapter 96 without first considering the contributions by the employer to NYCERS and BERS on behalf of all employees, and the comparison of those contributions to actual costs.

The appropriate parties further agree to discuss the following issues:

- Chapter 96 Reopener
- Chapter 96 Escape
- Age and Vesting Requirements
- Member Contribution Amounts and Duration
- Benefit Formula Changes
- Service Credits
- Any other areas the parties mutually agree to

### **Continuation of Certain Health Benefits**

The parties acknowledge that collective bargaining regarding health benefits is within the purview of negotiations between the Municipal Labor Committee and the City. Cost-containment initiatives in the City Health Benefits Program shall be discussed with the Municipal Labor Committee.

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**Salary Review Panel**

A Salary Review Panel shall be established to review selected titles and occupational groups to determine whether or not salary adjustments or other compensation modifications appear to be indicated and, based on their findings, to make such recommendations as are appropriate. The Panel Procedures shall be set forth in a letter agreement. The parties further agree that no recommendation for salary modifications and/or other adjustments shall be implemented unless and until the parties have agreed on the source(s) of funding.

**Additional Compensation Funds**

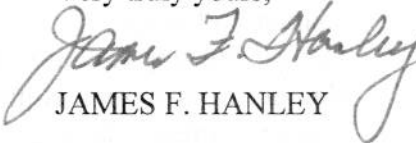
Effective March 12, 2008 (October 30, 2008 for Deputy Directors of Motor Equipment Maintenance), the bargaining unit shall have available funds not to exceed 0.34% to purchase recurring benefits, mutually agreed to by the parties, other than to enhance the general wage increases set forth in the L.621 Agreement or the hiring rate for new employees set forth in the L.621 Agreement. The funds available shall be based on the December 31, 2005 payroll, including spinoffs and pensions.

**Performance Compensation Procedures**

The Letter Agreement between the City of New York and District Council 37 regarding such criteria and procedures insofar as they relate to the City of New York's "Performance Compensation Procedures" shall apply.

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

Very truly yours,

  
JAMES F. HANLEY

**AGREED AND ACCEPTED ON BEHALF OF  
Local 621**

BY:   
JOSEPH GIATTINO

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75 Darcy Circle  
Islip, New York 11751

**Re: 2006-2008 Local 621 SMME, et al. Agreement**

Dear Mr. Giattino:

This letter is to confirm certain mutual understandings and agreements regarding the above-captioned agreement.

As set forth in the 2006-2008 Local 621 SMME Agreement, the parties agree to establish the "Salary Review Panel" ("Panel").

**Composition of the Panel**

The Salary Review Panel shall consist of a member appointed by the Union, a member appointed by the City, and a neutral selected by the parties or such other arrangement as may be mutually acceptable to the parties.

**Goals and Objectives**

The Salary Review Panel shall be established to review selected titles and occupational groups to determine whether or not salary adjustments or other compensation modifications appear to be indicated and, based on their findings, to make such recommendations as are appropriate.

**Criteria**

The criteria to be used to determine the title(s) and/or occupational group(s) to be reviewed for such adjustments or modifications shall be mutually agreed upon by the parties. Only those criteria that are mutually agreed upon by the parties shall be considered by the Panel.

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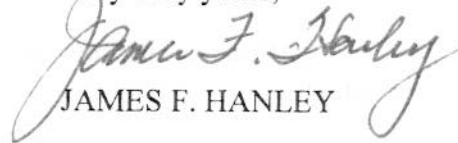
The parties mutually agree that any review undertaken by the Panel shall, where appropriate, include an analysis of the "total compensation" of a title. Total compensation includes wages and other salary-related benefits; time and leave benefits; health insurance; welfare fund benefits; pension benefits; and such other areas that are typically considered by the parties.

Written applications are to be submitted to the Panel within 120 days of the ratification of this Agreement unless the parties mutually agree to an extension. Applications submitted to the Panel must contain detailed information regarding the basis for the claim. Determinations and/or recommendations of the Panel shall not be grievable, arbitrable or otherwise reviewable in any other forum.

The parties further agree that no recommendation for salary modifications and/or other adjustments shall be implemented unless and until the parties have agreed on the source(s) of funding.

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

Very truly yours,

  
JAMES F. HANLEY

**AGREED AND ACCEPTED ON BEHALF OF  
Local 621**

BY:



JOSEPH GIATTINO

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