



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

**JAMES F. HANLEY**  
*Commissioner*  
**MARGARET M. CONNOR**  
*First Deputy Commissioner*

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES  
FROM: JAMES F. HANLEY, COMMISSIONER *James F. Hanley*  
SUBJECT: EXECUTED CONTRACT: ATTORNEYS  
TERM: FEBRUARY 18, 2008 TO FEBRUARY 17, 2010

Attached for your information and guidance is a copy of the executed contract entered into by the Commissioner of Labor Relations behalf of the City of New York and Local 237, International Brotherhood of Teamsters, AFL-CIO and its affiliate, the Civil Service Bar Association on behalf of the incumbents of positions listed in Article I of said contract.

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

DATED: FEB 17 2009

OFFICE OF LABOR RELATIONS	
REGISTRATION	
OFFICIAL	CONTRACT
NO: <u>09004</u>	DATE: <u>FEB 17 2009</u>

# 2008-2010 Attorneys Agreement

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**AGREEMENT** entered into this 17<sup>th</sup> day of February, 2009 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 237, International Brotherhood of Teamsters, AFL-CIO and its affiliate, the Civil Service Bar Association (hereinafter referred to jointly as the "Union"), for the period from February 18, 2008 to February 17, 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):

<u>TC# or TTC#</u>	<u>TITLE</u>
30087	Agency Attorney
30086	Agency Attorney Interne
30091,30110	Assistant Attorney *
30126	Associate Attorney **
30097	Associate Attorney (Taxes) **
30085	Attorney at Law *
30115	Attorney **
30101	Attorney Trainee ***
30092	Attorney (Taxes) **
30113	Attorney (Law Librarian) **
30109	Law Clerk ***
30125	Senior Attorney *
30083	Senior Attorney (Taxes) *

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06517 Senior Student Legal Specialist (Law Department)  
06044 Student Legal Assistant (Sanitation)  
05072 Student Legal Specialist  
05073,30105 Student Legal Assistant

- \* For present incumbents only
- \*\* Permanent incumbents shall be reclassified to Attorney at Law; provisional incumbents shall be reclassified to Agency Attorney; all new appointments shall be to Agency Attorney.
- \*\*\* Incumbents to be reclassified to Agency Attorney Interne.

### 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.

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## 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 to date, 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 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:  

<b>Per diem rate -</b>	1/261 of the appropriate minimum basic salary.
<b>Hourly Rate -</b>	35 hour week basis - 1/1827 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.

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**Section 2.**

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

a. <b>Effective February 18, 2008</b>	i. <b>Minimum *</b>		ii. <b>Maximum</b>
	(1) <b>Hiring</b>	(2) <b>Incumbent</b>	
Agency Attorney Interne	\$50,463	\$58,033	\$61,271
Agency Attorney Level I (See: Note)	\$51,136	\$58,806	\$78,066
Agency Attorney Level II (See: Note)	\$57,763	\$66,428	\$86,564
Agency Attorney Level III (See: Note)	\$64,394	\$74,053	\$95,062
Agency Attorney Level IV (See: Note)	\$67,256	\$77,344	\$101,646
Assistant Attorney (incl. Spec) **	\$53,895	\$61,979	\$74,542
Associate Attorney (incl. Spec) **	\$68,530	\$78,810	\$101,997
Attorney (incl. spec) **	\$53,895	\$61,979	\$83,237
Attorney at Law Level I (See: Note)	\$51,136	\$58,806	\$78,066
Attorney at Law Level II (See: Note)	\$57,763	\$66,428	\$86,564
Attorney at Law Level III (See: Note)	\$64,394	\$74,053	\$95,062
Attorney at Law Level IV (See: Note)	\$67,256	\$77,344	\$101,646
Attorney Trainee **	\$50,463	\$58,033	Flat Rate
Law Clerk **	\$53,279	\$61,271	Flat Rate
Senior Attorney (incl. spec.) **	\$68,530	\$78,810	\$92,661
Senior Student Legal Specialist (incl. spec.)	\$41,048	\$47,205	Flat Rate
Student Legal Assistant	\$26,037	\$29,942	\$37,137
Student Legal Specialist	\$31,587	\$36,325	Flat Rate

Note: Article III, Section 2.a. reflects the hiring rates, incumbent rates and maximums effective February 18, 2008 for full-time employees in the titles Agency Attorney and Attorney-at-Law. Only full-time per annum and/or full-time per diem employees in the titles Agency Attorney and Attorney-at-Law shall receive the applicable amount referenced in Article III, Section 11 – Recurring Increment Payment.

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**b. Effective February 18, 2009**

	i. Minimum *		ii. Maximum
	(1) <u>Hiring</u>	(2) <u>Incumbent</u>	
Agency Attorney Interne	\$52,482	\$60,354	\$63,722
Agency Attorney Level I (See: Note)	\$53,181	\$61,158	\$81,189
Agency Attorney Level II (See: Note)	\$60,074	\$69,085	\$90,027
Agency Attorney Level III (See: Note)	\$66,970	\$77,015	\$98,864
Agency Attorney Level IV (See: Note)	\$69,946	\$80,438	\$105,712
Assistant Attorney (incl. Spec) **	\$56,050	\$64,458	\$77,524
Associate Attorney (incl. Spec) **	\$71,271	\$81,962	\$106,077
Attorney (incl. spec) **	\$56,050	\$64,458	\$86,566
Attorney at Law Level I (See: Note)	\$53,181	\$61,158	\$81,189
Attorney at Law Level II (See: Note)	\$60,074	\$69,085	\$90,027
Attorney at Law Level III (See: Note)	\$66,970	\$77,015	\$98,864
Attorney at Law Level IV (See: Note)	\$69,946	\$80,438	\$105,712
Attorney Trainee **	\$52,482	\$60,354	Flat Rate
Law Clerk **	\$55,410	\$63,722	Flat Rate
Senior Attorney (incl. spec.) **	\$71,271	\$81,962	\$96,367
Senior Student Legal Specialist (incl. spec.)	\$42,690	\$49,093	Flat Rate
Student Legal Assistant	\$27,078	\$31,140	\$38,622
Student Legal Specialist	\$32,850	\$37,778	Flat Rate

Note: Article III, Section 2.b. reflects the hiring rates, incumbent rates and maximums effective February 18, 2009 for full-time employees in the titles Agency Attorney and Attorney-at-Law. Only full-time per annum and/or full-time per diem employees in the titles Agency Attorney and Attorney-at-Law shall receive the applicable amount referenced in Article III, Section 11 – Recurring Increment Payment.

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### Section 3. Wage Increases.

#### **A. General Wage Increase**

- a. The general increases, effective as indicated, shall be:
  - i. Effective February 18, 2008, Employees shall receive a general increase of 4 percent.
  - ii. Effective February 18, 2009, Employees shall receive an additional general increase of 4 percent.
  - iii. Part-time per annum, part-time per diem Employees (including seasonal appointees), per session and hourly paid Employees and Employees whose normal work year is less than a full calendar year shall receive the increases provided in subsections 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 February 17, 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 February 17, 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. The general increases provided for in this Section 3A(a)(i) and (a)(ii), respectively, shall not be applied to the following "additions to gross": uniform allowances, equipment allowances, transportation allowances, uniform maintenance allowances, assignment differentials, service increments, longevity differentials, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials. The general increases provided for in this Section 3A(a)(i) and (a)(ii) shall be applied to the recurring increment payments when effective.

### Section 4. New Hires.

- a. For the purposes of Sections 4(c) and 4(d), employees 1) who were in active pay status before February 18, 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.

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- 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.
- b. Any employee hired prior to February 18, 2008 and appointed at a reduced hiring rate pursuant to Section 4 of the 2005-2008 Attorneys Agreement, shall be paid the applicable minimum "hiring rate" set forth in subsection 2(a)(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.
- c.
- 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.
- d. The following provisions shall apply to Employees newly hired on or after February 18, 2008:
- During the first two (2) years of service, the "appointment rate" for a newly hired employee shall be fifteen percent (15%) less than the applicable "incumbent minimum" 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 subsections 3A(a)(i) and 3A(a)(ii) shall be applied to the "appointment rate."
- Upon completion of two (2) years of service such employees shall be paid the indicated "incumbent minimum" for the applicable title that is in effect on the two (2) year anniversary of their original date of appointment as set forth in this *Agreement*.

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- e. Employees 1) who were in active pay status before February 18, 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.
- f.
- 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.
  - 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.
- g. 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(c) and 4(e).

**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.

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**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 person permanently employed by the Employer who is appointed or promoted on a permanent, provisional, or temporary basis in accordance with the Personnel Rules and Regulations of the City of New York or, where the Personnel Rules and Regulations of the City of New York 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**

<u>Title</u>	<u>Effective</u> <u>2/18/08</u>
Associate Attorney	\$1,733

**Section 8.**

An employee when assigned to a higher level within a class of positions listed in this subsection shall receive for the period of such higher level assignment either the minimum basic salary of the assigned level or the rate received in the former assignment level plus the level increase specified below, whichever is greater. Assignments to a higher level shall not be considered a promotion

**LEVEL INCREASES**

<u>Assignment Level</u>	<u>Effective</u> <u>2/18/08</u>
Agency Attorney Level II	\$1,733
Agency Attorney Level III	\$1,733
Agency Attorney Level IV	\$1,733
Attorney at Law Level II	\$1,733
Attorney at Law Level III	\$1,733
Attorney at Law Level IV	\$1,733

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### **Section 9. Longevity Differential**

Effective February 18, 2008, all employees serving in the class of positions of Agency Attorney, Attorney at Law, Attorney (including specialties), Associate Attorney (including specialties) shall continue to receive the longevity differential in the per annum amounts set forth below upon completion of the required years of service in any class of positions contained in the Attorneys Occupational Group. Said longevity differential for employees qualifying subsequent to February 18, 2008, shall be effective on the January 1st, April 1st, July 1st, or October 1st subsequent to the employee's anniversary date of entry into the Attorneys Occupational Group. The differential shall not be part of the employee's basic salary and shall not be pensionable during the first two (2) years of payment.

<u>Years of Service</u>	<u>Longevity Differential</u>	<u>Total Differential</u>
after 5 years	\$389	\$389
after 10 years	\$1,215	\$1,604
after 15 years	\$2,581	\$4,185
after 17 years	\$2,307	\$6,492

### **Section 10. Longevity Increment**

- a. Employees with 15 years or more of "City" service in pay status (except those serving in a title eligible for a longevity differential pursuant to Section 9 above) shall receive a longevity increment of \$500 per annum.
- b. The rules for eligibility for the longevity increment described above in Section 10(a), shall be set forth in Appendix A of this Agreement and are incorporated by reference herein. Additional rules for eligibility for the longevity increment described above in subsection 10(a) may be established.

### **Section 11. Recurring Increment Payment**

- a. Effective February 18, 2008, only full-time per annum and full-time per diem employees in the titles Agency Attorney and Attorney-at-Law covered by this Agreement shall be eligible to receive the Recurring Increment Payments ("RIP") set forth below:

<u>Years of Service in Eligible Title(s) *</u>	<u>Increment</u>
After 1 year of service -	\$1,710
After 2 years of service -	\$2,300 (an additional \$590)
After 3 years of service -	\$2,791 (an additional \$491)
After 4 years of service -	\$3,227 (an additional \$436)
After 5 years of service -	\$3,503 (an additional \$276)
After 6 years of service -	\$4,027 (an additional \$524)
After 7 years of service -	\$4,507 (an additional \$480)
After 8 years of service -	\$4,822 (an additional \$315)
After 9 years of service -	\$5,219 (an additional \$397)
After 10 years of service -	\$5,892 (an additional \$673)
After 11 years of service -	\$6,057 (an additional \$165)

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After 12 years of service -	\$6,195 (an additional \$138)
After 13 years of service -	\$6,333 (an additional \$138)
After 14 years of service -	\$6,471 (an additional \$138)
After 16 years of service -	\$6,636 (an additional \$165)

- b. Effective February 18, 2009, the Recurring Increment Payment schedule set forth in Section 11. a. shall be superseded by the following schedule:

<u>Years of Service in Eligible Title(s) *</u>	<u>Increment</u>
After 1 year of service -	\$1,778
After 2 years of service -	\$2,392 (an additional \$614)
After 3 years of service -	\$2,903 (an additional \$511)
After 4 years of service -	\$3,356 (an additional \$453)
After 5 years of service -	\$3,643 (an additional \$287)
After 6 years of service -	\$4,188 (an additional \$545)
After 7 years of service -	\$4,687 (an additional \$499)
After 8 years of service -	\$5,015 (an additional \$328)
After 9 years of service -	\$5,428 (an additional \$413)
After 10 years of service -	\$6,128 (an additional \$700)
After 11 years of service -	\$6,300 (an additional \$172)
After 12 years of service -	\$6,444 (an additional \$144)
After 13 years of service -	\$6,588 (an additional \$144)
After 14 years of service -	\$6,732 (an additional \$144)
After 16 years of service -	\$6,904 (an additional \$172)

- \* For the purposes of determining eligibility for the Recurring Increment Payment, only service in any of the titles listed in Article I, Section 1 of this Agreement shall be deemed eligible service.

- d. The RIPs shall be based upon years of eligible service and shall be paid in addition to the Longevity Differential set forth in Section 9 and the Longevity Increment set forth in Section 10. 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 12. Annuity Fund**

- a. Effective February 18, 2008, contributions on behalf of covered employees shall continue to be remitted by the employer to a mutually agreed upon annuity fund subject to the terms of a signed supplemental agreement approved by the Corporation Counsel.
- i. The employer shall pay into the fund on behalf of covered full-time per annum and full time per diem employees, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each paid working day which amount shall not exceed \$522 per annum for each employee in full pay status in the prescribed twelve (12) month period.
  - ii. For covered employees who work a compressed work week, the employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each set of

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paid working hours which equate to the daily number of hours that title is regularly scheduled to work, which amount shall not exceed \$522 per annum for each employee in full pay status in the prescribed twelve (12) month period.

- iii. For covered employees who work less than the number of hours for their full-time equivalent title, the employer shall pay into the fund, on a twenty-eight (28) day cycle basis a pro-rata daily contribution calculated against the number of hours associated with their full-time equivalent title, which amount shall not exceed \$522 per annum for each employee in full pay status in the prescribed twelve (12) month period.
  - iv. For those covered employees who are appointed on a seasonal basis, the employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each paid working day, which amount shall not exceed \$522 per annum for each employee in full pay status in the prescribed twelve (12) month period.
- b. For the purpose of Sections 12(a) and 12(b), excluded from paid working days are all scheduled days off, all days in non-pay status, and all paid overtime. "All days in non-pay status" as used in this Section 12(b) shall be defined as including, but not limited to, the following:
- i. time on preferred or recall lists;
  - ii. time on the following approved unpaid leaves:
    - (1) maternity/childcare leave;
    - (2) military leave;
    - (3) unpaid time while on jury duty;
    - (4) unpaid leave for union business pursuant to Executive Order 75;
    - (5) unpaid leave pending workers' compensation determination;
    - (6) unpaid leave while on workers' compensation option 2;
    - (7) approved unpaid time off due to illness or exhaustion of paid sick leave;
    - (8) approved unpaid time off due to family illness; and
    - (9) other pre-approved leaves without pay;
  - iii. time while on absence without leave;
  - iv. time while on unapproved leave without pay; or
  - v. time while on unpaid suspensions.
- c. Scheduled days off shall mean an employee's regular days off ("RDOs"). For example, Saturday and Sunday would be the scheduled days off for a full-time per annum employee working a Monday through Friday schedule.

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## 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, 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 1b, of the Citywide Agreement, the provisions of Article XIII, Section 1(b) of the 1995 - 2001 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to Employees 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 1(b) of the 1995 - 2001 Citywide Agreement, as amended or any successor agreement(s) thereto, exceed the total amount that the Union would have been entitled to receive if the separate contributions had continued.
- c. Contributions remitted to the Union pursuant to this Article IV and Article XIII of the Citywide Agreement are contingent upon a signed separate trusted fund agreement between the Employer and the Union.

### Section 2.

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 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 levels, norms, or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, to

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prepare work schedules and to measure the performance of each employee or group of employees. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on employees are within the scope of collective bargaining. The Employer will give the Union prior notice of the establishment and/or revision of performance standards or norms hereunder.

- (b) Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable law.

### **Section 2. - Supervisory Responsibility**

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

### **Section 3. - Performance Compensation**

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

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

## **ARTICLE VI - GRIEVANCE PROCEDURE**

### **Section 1. - Definition:**

The term "*Grievance*" shall mean:

- a. A dispute concerning the application or interpretation of the terms of this Agreement;
- b. A claimed violation, misinterpretation or misapplication of the written rules or written regulations, existing written policy or written 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 ( 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 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.

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- f. A claimed wrongful disciplinary action taken against a provisional full-time employee who has served for two years in the same or similar title or related occupational group in the same agency.
- g. A claimed wrongful disciplinary action taken against a full-time non-competitive class employee with one year of service in title, except for employees during the period of a mutually-agreed upon extension of probation. This provision shall **not** be applicable to employees with rights pursuant to Section 75(1) of the Civil Service Law who are covered by Section 1(e) above.

**Section 2.**

The Grievance Procedure, except for grievances as defined in Sections 1(d), 1(e), 1(f) and 1(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 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.

**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. The employee may also request an appointment to discuss the grievance. 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.

**STEP II** An appeal from an unsatisfactory determination at **STEP I**, 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** 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

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matter defined herein as a "grievance". The Employer shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accordance with Title 61 of the Rules of the City Of New York. The costs and fees of such arbitration shall be borne equally by the Union and the Employer.

The assigned arbitrator shall hold a hearing at a time and place convenient to the parties and shall issue an award within 30 days after the completion of the hearing.

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 or any rule, regulation, written policy or order mentioned in Section 1 of this Article. 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.

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**Section 5. Disciplinary Procedure for Employees Covered by §75(1) of the Civil Service Law**

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. At the conference the person designated by the agency head to review the charges shall: (1) verbally communicate to the employee any information reasonably necessary for the employee to understand the nature of the charges; (2) furnish to the employee copies of documentary evidence necessary to support the charges; and (3) furnish to the employee the names of potential witnesses except under unusual circumstances. The employee shall have the right to make any statement or explanation as to the charges. 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. 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.

**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. 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 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

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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. The Employer shall furnish the names of any new witnesses or newly available documentary evidence to the Union at least ten (10) days prior to the actual arbitration, if the Employer has such knowledge at that time. The Union shall furnish the names of its witnesses and any documentary evidence to the Office of Labor Relations at least ten (10) days prior to the actual arbitration, if it has such knowledge at that time.

#### **Section 6. Provisional Disciplinary Procedure**

In any case involving a grievance under Section 1(f) 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. Non-competitive Disciplinary Procedure**

In any case involving a grievance under Section 1(g) 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 upon an employee 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. At the conference the person designated by the agency head to review the charges shall: (1) verbally communicate to the employee any information reasonably necessary for the employee to understand the nature of the charges; (2) furnish to the employee copies of documentary evidence necessary to support the charges; and (3) furnish to the employee the names of potential witnesses except under unusual circumstances. 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** If the employee is dissatisfied with the determination in **STEP A** above, he or she may appeal such determination. The appeal must be made within five (5) working days of the receipt of such determination. Such appeal shall be treated as a grievance appeal beginning with **STEP II** of the Grievance Procedure set forth herein.

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

### **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.

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

**Section 11.**

The Employer shall notify the Union in writing of all grievances filed by employees, all grievance hearings, and all determinations. The Union shall have the right to have a representative present at any grievance hearing and shall be given forty-eight (48) hours' notice of all grievance hearings.

**Section 12.**

Each of the steps in the Grievance Procedure, as well as time limits prescribed at each step of this Grievance Procedure, may be waived by mutual agreement of the parties.

**Section 13.**

A non-Mayoral agency not covered by this Agreement but which employs employees in titles identical to those covered by this Agreement may elect to permit the Union to appeal an unsatisfactory determination received at the last step of its Grievance Procedure prior to arbitration on fiscal matters only to the Commissioner of Labor Relations. If such election is made, the Union shall present its appeal to the Commissioner of Labor Relations in writing within ten (10) work days of the receipt of the last step determination. The Union should submit copies of the grievance filings at the prior steps of its Grievance Procedure and any agency responses thereto. Copies of such appeals shall be sent to the agency head. The Commissioner of Labor Relations, or the Commissioner's designee, shall review all such appeals and answer all such appeals within fifteen (15) work days. An appeal from a determination of the Commissioner of Labor Relations may be taken to arbitration under procedures, if any, applicable to the non-Mayoral agency involved.

**Section 14.**

The grievance and the arbitration procedures contained in this Agreement shall be the exclusive remedy for the resolution of disputes defined as "grievances" herein. This shall not be interpreted to preclude either party from enforcing the arbitrator's award in court. This Section shall not be construed in any manner to limit the statutory rights and obligations of the Employer under Article XIV of the Civil Service Law.

**Section 15.**

Where the Union desires a meeting on a STEP III grievance, requests therefor to the First Deputy Commissioner of Labor Relations shall be reviewed favorably.

**Section 16. Expedited Arbitration Procedure.**

- a. The parties agree that there is a need for an expedited arbitration process that allows 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.

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- 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 16 and notify the parties of proposed hearing dates for such cases.
- (2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) to raise any objections thereto.
- (3) If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any time prior to the scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of Disputes of the Office of Collective Bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.
- (4) No case shall be submitted to the expedited arbitration process without the mutual agreement of the parties.

ii. **CONDUCT OF HEARINGS:**

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

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- (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 successor thereto.

#### **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

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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.

**Section 5.**

The issue of overtime being unreasonably denied where circumstances compel application therefor after the work has been performed, may be the subject of Labor-Management Committee meetings in each of the appropriate departments or agencies. Guidelines will be established to address this issue.

**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 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 - APPLICABILITY**

**Section 1.**

The provisions of this Agreement are expressly made subject to and governed by all applicable existing and future laws and regulations and amendments thereto which are deemed applicable to this Agreement.

**Section 2.**

This Agreement expresses all agreements and understandings between the parties and no other agreement, understanding or practice shall be of any force or effect.

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## **ARTICLE XVI - WORKING CONDITIONS**

The impact of physical working conditions as it affects professional performance shall be referred to the Labor-Management Committee provided in Article XI of this Agreement. To the extent practicable, advance notice of major changes in physical working conditions affecting a substantial number of employees shall be given to the Union.

## **ARTICLE XVII - MERIT INCREASES**

### **Section 1.**

The following shall be the criteria for the granting of merit increases:

- a. outstanding productivity in the work assigned;
- b. outstanding performance in the work assigned;
- c. outstanding initiative and resourcefulness;
- d. increased importance of work;
- e. increased supervisory responsibility;
- f. willingness and availability to accept and perform assignments requiring work beyond regular hours.

### **Section 2.**

The following shall be the procedure for the granting of merit increases:

The agency head shall notify the Union in writing of the name(s) of those selected to receive merit increases prior to approval by the Mayor or the Mayor's authorized representative. It is expressly understood that such notification to Union shall in no way interfere with the processing and implementation of the merit increases already proposed.

## **ARTICLE XVIII - CHANGED REQUIREMENTS FOR BAR MEMBERSHIP**

If attorneys covered by this Agreement are mandated as a requirement of Bar membership in the State of New York to perform pro bono work and/or to participate in continuing legal education, a labor-management committee shall be established as soon as practicable to discuss the issues related to the implementation of such requirement(s).

## **ARTICLE XIX - PROFESSIONAL DEVELOPMENT COMMITTEE**

A joint committee composed of representatives of the Office of Management and Budget, Office of Labor Relations, the Department of Citywide Administrative Services and the Union shall meet to study problems related to the recruitment and retention of qualified professional personnel and where deemed necessary, make recommendations to the appropriate City officials. The Professional Development Committee shall meet regularly so that it may be able to consider these matters in an expeditious fashion.

## **ARTICLE XX - PROFESSIONAL FEE ALLOWANCE**

### **Section 1.**

Qualifying full-time employees serving in the titles of Agency Attorney, Agency Attorney Interne, Assistant Attorney, Associate Attorney, Associate Attorney (Taxes), Attorney, Attorney at Law, Attorney

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(Law Librarian), Attorney (Taxes), Attorney Trainee, Law Clerk, Senior Attorney and Senior Attorney (Taxes) shall be reimbursed for the biennial New York State license fee for practicing attorneys.

**Section 2.**

To qualify for such professional fee reimbursement a covered employee must have maintained a valid New York State license to practice law and have been in full-pay status with the Employer during the twelve (12) months immediately preceding the payment of the biennial New York State license fee for practicing attorneys.

**Section 3.**

Such reimbursement shall be made for the year in which the license fee was actually paid. Covered employees must submit proof of payment and be certified by their employing agency that they were in full-pay status during the twelve (12) months immediately preceding the payment the biennial New York State license fee for practicing attorneys.

**Section 4.**

The total cost of the benefits set forth in this Article shall not exceed \$173,442 per annum, except that unexpended funds from the preceding year may be credited to the following year, but not beyond. If it should appear that the total cost of maintaining the level of benefits set forth herein would exceed the foregoing funding, the Employer and the Union shall meet to determine what mutually acceptable adjustments need to be made to said benefits levels.

**Section 5.**

Should attorneys employed by the City be exempted from the payment of the biennial New York State license fee for practicing attorneys, the parties shall meet to determine a mutually acceptable alternative use of the 1991-94 Attorneys Agreement Equity Fund.

**Section 6.**

Any issues which may arise concerning the implementation of this agreement shall be referred to a joint labor/management committee which may also discuss any mutually acceptable alternative use(s) of the equity fund monies.

**Section 7.**

A separate budget code will be established to permit monitoring of the reimbursements paid out pursuant to this Article.

**ARTICLE XXI - RECLASSIFICATION**

The letter agreement dated August 30, 1995, entitled "Attorney Reclassification" shall be deemed to be an appendix to this Agreement pursuant to the terms set forth in Article XIII and shall be coterminous with this Agreement.

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WHEREFORE, we have hereunto set our hands and seals this 17<sup>th</sup> day of February, 2009.

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

FOR LOCAL 237, INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS, AFL-CIO

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

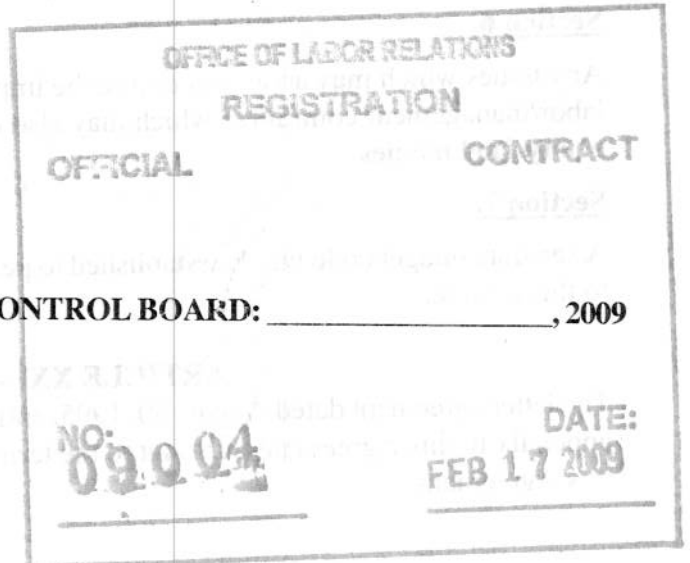
BY Gregory Floyd  
**GREGORY FLOYD**  
President

FOR THE CIVIL SERVICE  
BAR ASSOCIATION

BY Gloria Johnson  
**GLORIA JOHNSON**  
President

APPROVED AS TO FORM:

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



DATE SUBMITTED TO THE FINANCIAL CONTROL BOARD: \_\_\_\_\_, 2009

UNIT: Attorneys

TERM: February 18, 2008 to February 17, 2010

## 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 10 of the 2008-2010 Attorneys 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 Rules and Regulations of the New York City Personnel Director or the appropriate personnel authority of a covered organization.
  - b. Time prior to a reinstatement.
  - c. Time on a preferred list pursuant to Civil Service Law Sections 80 and 81 or any similar contractual provision.
  - d. Time not in pay status of 31 days or less.

Notwithstanding the above, such time as specified in subsections a, b and c above shall not be used to calculate the 15 years of service.

4. Once an employee has completed the 15 years of "City" service in pay status and is eligible to receive the \$500 longevity increment, the \$500 shall become part of the employee's base rate for all purposes.

09.004

## Appendix B

### Recurring Increment Payment Eligibility Rules

The following rules shall govern the eligibility of Employees for the Recurring Increment Payment ("RIP") provided for in Article III, Section 11 of the 2008-2010 Attorneys 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 172 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 1(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.

09004



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

**JAMES F. HANLEY**  
*Commissioner*  
**MARGARET M. CONNOR**  
*First Deputy Commissioner*

Gloria Johnson  
 President  
 Civil Service Bar Association  
 216 West 14<sup>th</sup> Street  
 New York, New York 10011

Re: 2008-2010 Attorneys Agreement

Dear Ms. Johnson:

This is to confirm the parties' mutual understandings and agreements regarding the above captioned Agreement with respect to Article III, Section 11. "Recurring Increment Payment" including the rules for eligibility set forth in Appendix B of this Agreement.

In the event this provision is legally invalidated the parties shall reopen negotiations to resolve the issue of the increased cost of adjusting the Recurring Increment Payments to conform with legal mandates, e.g., changing the effective date of the pensionability of the above adjustments. Such negotiations will be commenced forthwith.

If the parties are unable to reach agreement, either party may invoke the impasse procedure under the New York City Collective Bargaining Law. The parties agree that if an impasse is declared by the Board of Collective Bargaining, they shall proceed on an expedited basis.

The parties further agree that any change in the Recurring Increment Payments shall be cost-neutral. For example, a change in the effective date of the pensionability of the above adjustments, whether reached by agreement or interest arbitration, cannot result in any increased cost borne by the City/Employer.

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

Very truly yours,

*James F. Hanley*  
 JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF  
 CIVIL SERVICE BAR ASSOCIATION

BY: *Gloria Johnson*  
 GLORIA JOHNSON  
 President

09004



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

**JAMES F. HANLEY**  
*Commissioner*  
**MARGARET M. CONNOR**  
*First Deputy Commissioner*

Gloria Johnson  
 President  
 Civil Service Bar Association  
 216 West 14<sup>th</sup> Street  
 New York, New York 10011

Re: 2008-2010 Attorneys Agreement

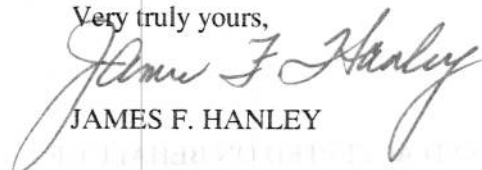
Dear Ms. Johnson:

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

- a. Funding was not provided to permit the application of the general increases to the 15-year longevity increments provided in various separate unit agreements. Therefore the provisions of Article III, Section 3 B (a)(i) and 3 B (a) (ii) of the *2008-2010 Attorneys Agreement* shall *not* apply to such longevity increments.
- b. Notwithstanding the above, once an employee has completed the 15 years of "City" service in pay status and is eligible to receive the \$500 longevity increment, the \$500 shall become part of the employee's base rate for all purposes except as provided in paragraph c. below.
- c. The \$500 longevity increment shall not become pensionable until fifteen months after the employee begins to receive such \$500 increment. Fifteen months after the employee begins to receive the \$500 longevity increment, such \$500 longevity increment shall become pensionable and as part of the employee's base rate, the \$500 longevity increment shall be subject to the general increases provided in Section 4B(a) of this Agreement.

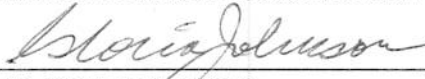
If the above accords with your understanding, please execute the signature line provided below.

Very truly yours,



JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF  
 CIVIL SERVICE BAR ASSOCIATION

BY:   
 GLORIA JOHNSON  
 President

09004





THE CITY OF NEW YORK  
**OFFICE OF LABOR RELATIONS**  
40 Rector Street, New York, NY 10006-1705  
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**JAMES F. HANLEY**  
*Commissioner*  
**MARGARET M. CONNOR**  
*First Deputy Commissioner*

Gloria Johnson  
President  
Civil Service Bar Association  
216 West 14<sup>th</sup> Street  
New York, New York 10011

Re: 2008-2010 Attorneys Agreement

Dear Ms. Johnson:

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

1. The First Deputy Commissioner of Labor Relations may, after notification to the affected union(s), exempt certain hard to recruit titles, as defined in relevant cases by DCAS and by HHC, from the provisions of Article III, Section 4.e. of the *2008-2010 Attorneys Agreement*.
2. For the purposes of Article III, Section 4.e. of the *2008-2010 Attorneys Agreement*, employees who were in active pay status prior to the date of execution of the *2008-2010 Attorneys Agreement* 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 minimum incumbent salary set forth in Section 2 on the dates indicated therein.
  - a. Employees who return to active pay status from an approved leave of absence.
  - b. Employees in active pay 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.
  - c. 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.
  - d. 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.
  - e. Permanent employees who resign and are reinstated within one year of such resignation.
  - f. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
  - g. A provisional employee who is appointed directly from one provisional appointment to another.

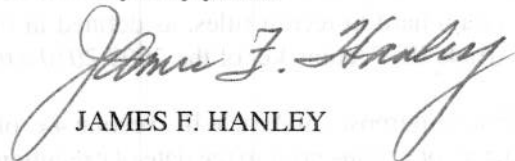
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For circumstances that were not anticipated by the parties, the First Deputy Commissioner of Labor Relations may elect to issue, on a case-by-case basis, interpretations concerning the application of Section 4 e. of the 2008-2010 Attorneys Agreement. Such interpretations shall not be subject to the dispute resolution procedures set forth in Article VI of the 2008-2010 Attorneys Agreement.

3. For the purposes of Section 2(a), "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
  - 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  
CIVIL SERVICE BAR ASSOCIATION

BY: 

GLORIA JOHNSON  
President

09004



THE CITY OF NEW YORK  
**OFFICE OF LABOR RELATIONS**  
40 Rector Street, New York, NY 10006-1705  
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**JAMES F. HANLEY**  
*Commissioner*  
**MARGARET M. CONNOR**  
*First Deputy Commissioner*

Gloria Johnson  
President  
Civil Service Bar Association  
216 West 14<sup>th</sup> Street  
New York, New York 10011

Re: 2008-2010 Attorneys Agreement

Dear Ms. Johnson:

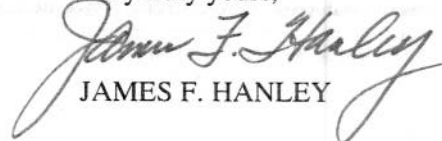
This is to confirm certain mutual understandings and agreements regarding the above captioned Agreement.

Effective on February 17, 2010, the bargaining unit shall have available funds not to exceed 0.10 % to purchase recurring benefits, mutually agreed to by the parties, other than to enhance the general wage increases set forth in Article III, Section 3 A. a. (i.) and 3 A.a. (ii.) or the hiring rate for new employees set forth in Section 4.

The funds available shall be based on the December 31, 2007 payroll, including spinoffs and pensions.

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  
CIVIL SERVICE BAR ASSOCIATION

BY: 

GLORIA JOHNSON  
President

09004



THE CITY OF NEW YORK  
**OFFICE OF LABOR RELATIONS**  
 40 Rector Street, New York, N.Y. 10006

**RANDY L. LEVINE**  
*Commissioner*  
**JAMES F. HANLEY**  
*First Deputy Commissioner*  
**MARLENE A. GOLD**  
*Deputy Commissioner*

Mr. Carroll E. Haynes, President  
 Local 237, IBT, AFL-CIO  
 216 West 14th Street  
 New York, NY 10011

Ms. Gloria Johnson, Chairperson Civil  
 Service Bar Association  
 216 West 14th Street  
 New York, NY 10011

**Re: Attorney Reclassification**

Dear Mr. Haynes and Ms. Johnson:

This is to confirm our mutual understanding and agreement regarding the establishment of the title of Attorney At Law in the competitive class and the titles of Agency Attorney Interne and Agency Attorney in the non-competitive class.

- ¶ 1. The City Personnel Director shall establish the title of Attorney At Law in the competitive class. Permanent competitive class incumbents serving in the titles of Associate Attorney, Associate Attorney (Taxes), Attorney, Attorney (Law Librarian) and Attorney (Taxes) shall be reclassified into the title of Attorney At Law by table of equivalency.
- ¶ 2. The salaries for the competitive class title of Attorney At Law shall be as follows:

TITLE	Hired After	Hired Before	Maximum
	3/31/93 *	4/1/93	
Attorney At Law	\$39,804	\$42,654	\$75,195
Level I	\$39,804	\$42,654	\$57,284
Level II	\$45,208	\$48,449	\$63,740
Level III	\$50,612	\$54,236	\$70,195
Level IV	\$52,945	\$56,736	\$75,195

\* See Section Article III, 4(b)(iv) of the 1991-94 Attorneys Agreement.

- ¶ 3. Upon the establishment of the title Attorney At Law, all incumbents currently serving as permanent Associate Attorneys or Associate Attorneys (Taxes) shall be designated as permanent Attorneys At Law, Level III.
- ¶ 4. Upon the establishment of the title Attorney At Law, all incumbents currently serving as provisional Associate Attorneys or Associate Attorneys (Taxes) and holding underlying permanent status in the title of Attorney, Attorney (Law Librarian) or Attorney (Taxes) shall be designated as Attorneys At Law, Level III.

09004

- § 5. Incumbents holding underlying permanent status in the title of Attorney, Attorney (Law Librarian) or Attorney (Taxes) shall be offered the opportunity to take a qualifying training and experience examination for assignment to Level II and III positions of Attorney At Law. Qualified applicants shall be utilized as a hiring pool for assignment to said Level II and III positions for a period of one year from the date of the establishment of Attorney At Law.
- ¶ 6. For the purposes of implementing the provisions of Labor Relations Order No. 8471, Section IX (Assignment Level Procedures), continuous service in the title of Associate Attorney shall count towards meeting the continuous service requirement for Attorney At Law Level III.
- ¶ 7. Upon approval by the New York State Civil Service Commission the City Personnel Director shall establish the titles of Agency Attorney Interne, Agency Attorney and Executive Agency Counsel in the non-competitive class of the City of New York and shall earmark for present permanent incumbents only the competitive class title of Attorney At Law. Employees serving as provisionals in the titles of Attorney At Law, Attorney Trainee, and Law Clerk shall be appointed to the comparable non-competitive titles at the corresponding assignment level.
- ¶ 8. The City Personnel Director/Commissioner shall utilize the Attorney Trainee List (Exam No. 2064) as a hiring pool for appointments to the non-competitive class title of Agency Interne for a period of one year from the date of the establishment of said title.
- ¶ 9. The salaries for the non-competitive class titles shall be as follows:

TITLE	Hired After	Hired Before	Maximum
	3/31/93 *	4-1-93	
Agency Attorney Interne	\$37,271	\$39,939	\$42,167
Agency Attorney	\$39,804	\$42,654	\$75,195
Level I	\$39,804	\$42,654	\$57,284
Level II	\$45,208	\$48,445	\$63,740
Level III	\$50,612	\$54,236	\$70,195
Level IV	\$52,945	\$56,736	\$75,195

\* See Section Article III, 4(b)(iv) of the 1991-94 Attorneys Agreement.

- ¶ 10. Agency Attorneys shall be covered by the non-competitive class disciplinary procedure set forth in ¶ 11 subject to the following provisions:
- Employees who are reclassified to Agency Attorney and who have served continuously in the same agency as provisionals in the predecessor competitive class attorney title(s) for two or more years as of the effective date of their reclassification shall have full disciplinary rights after they have served a minimum of six (6) months in their new non-competitive class positions.
  - Employees who are reclassified to Agency Attorney and who have served continuously in the same agency as provisionals in the predecessor competitive class attorney title(s) for more than one year but less than two years as of the effective dates of their reclassification shall have full disciplinary rights upon completion of two years of combined continuous service in their respective provisional and non-competitive class positions provided they have served a minimum of six (6) months in their new non-competitive class position.
  - All other employees who are appointed or reclassified to Agency Attorney must complete one year of service as specified below in ¶ 11 to be eligible for disciplinary rights.

09.004

¶ 11. The 1991-94 Attorneys Agreement shall be amended by the addition of the following new sections to Article VI

§ 1(g) A claimed wrongful disciplinary action taken against a full-time permanent non-competitive class employee with one year of service in title, except for employees during the period of a mutually-agreed upon extension of probation.

§ 15 Non-Competitive class Disciplinary Procedure

In any case involving a grievance under § 1(g) of this Article, the following procedures shall apply upon service of charges of incompetency or misconduct:

**STEP A** Following the service of written charges upon an employee 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. At the conference the person designated by the agency head to review the charges shall: (1) verbally communicate to the employee any information reasonably necessary for the employee to understand the nature of the charges; (2) furnish to the employee copies of documentary evidence necessary to support the charges; and (3) furnish to the employee the names of potential witnesses except under unusual circumstances. 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** If the employee is dissatisfied with the determination in STEP A above, he or she may appeal such determination. The appeal must be made within five (5) working days of the receipt of such determination. Such appeal shall be treated as a grievance appeal beginning with STEP II of the Grievance Procedure set forth herein.

- ¶ 12. Agency Attorney Internes and Agency Attorneys shall be deemed covered by the non-competitive/labor class layoff procedures set forth in the 1990-92 Citywide Agreement, or any successor agreement thereto.
- ¶ 13. For the purposes of implementing the provisions of Labor Relations Order No. 84/1, Section IX (Assignment Level Procedures), continuous service in a level of Attorney At Law shall count towards meeting the continuous service requirement for the comparable level of Agency Attorney.
- ¶ 14. Pursuant to Article XIII, Section 8(b) of the 1990-92 Citywide Agreement (as amended) welfare fund payments shall continue to be made to the CSBA welfare fund pending the final decision of the Board of Certification as to the bargaining status of the titles of Agency Attorney Interne, Agency Attorney and Attorney At Law.
- ¶ 15. When a Mayoral agency is authorized by the appropriate bod(ies) and decides to fill a vacancy in a Level II or III position of either Attorney At Law or Agency Attorney, a notice of such vacancy shall be posted in the appropriate areas of the agency having such vacancy. The agency shall give due consideration to all qualified applicants regardless of jurisdictional class.
- ¶ 16. An employee when assigned to a higher level within the class of positions of Attorney At Law or Agency Attorney shall receive for the period of such higher level assignment either the minimum basic salary of the assigned level or the rate received in the former assignment level plus the level increase of \$1,355, whichever is greater. Assignments to a higher level shall not be considered a promotion.
- ¶ 17. The Union agrees not to oppose the establishment of the titles of Agency Attorney Interne, Agency Attorney and Executive Agency Counsel in the non-competitive class of the City of New York. The City agrees not to oppose before the Board of Certification the accretion of the titles of Agency Attorney Interne, Agency Attorney and Attorney At Law to the Attorney Bargaining Unit. It is the intent of the parties that incumbents shall suffer no loss in compensation or benefits as a direct result of the classification actions set forth in this letter agreement.

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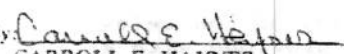
- ¶ 18. If any of the provisions of this letter agreement are found to be in conflict with the civil service law, or any other applicable rules and regulations, it is understood by the parties that civil service law, or the applicable rules and regulations, shall govern. Such conflict shall not impair the validity and enforceability of the remaining provisions of this letter agreement.
- ¶ 19. 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.
- ¶ 20. The provisions of this letter agreement may be modified by the mutual written consent of the parties.
- ¶ 21. This letter agreement shall be deemed to be an appendix to the 1991-94 Attorneys Agreement pursuant to the terms set forth in Article XIII thereof and shall be coterminous with said 1991-94 Attorneys Agreement.

If the above accords with your understanding, please sign in the space provided below.

Sincerely,  
  
 RANDY L. LEVINE

AGREED

AGREED

By:   
 CARROLL E. HAYNES  
President, Local 227, IAT AFL-CIO

By:   
 GLORIA JOHNSON  
Chairperson, Civil Service Bar Association

DATED: August 30, 1995

c. Marc V. Shaw  
 Lillian Barrios-Paoli

CSBA/27, 4

09004



OFFICE OF MUNICIPAL LABOR RELATIONS

100 CHURCH STREET NEW YORK, N.Y. 10002

BRUCE McIVER

Director

HENRY KANTNER

Deputy Director

ROBERT W. LIND

Deputy Director

JAMES HANLEY

Deputy Director

August 11, 1983

TO: All Affected Agency  
FROM: Bruce McIver *Henry Kantner*  
SUBJECT: Special Terms and Conditions Affecting Competitive Class Attorneys.

1. Effective immediately, attorneys in any of the below listed classes of positions shall be provided with a reasonable number of business cards by their employing agency. Procedures for implementing this provision shall solely be determined by the agency.
2. Leaves of absence without pay pursuant to Section 5.1 of the Leave Regulations for Employees Who Are Under the Career and Salary Plan shall not be unreasonably denied to attorneys seeking educational or sabbatical leave.
3. The subject of flexible work weeks for attorneys is hereby referred to agency labor-management committees for discussion. Implementation of any flexible work week is subject to Article II, Section 2 of the City-wide Agreement and review by alternative work schedule task force.

Assistant Attorney  
Associate Attorney  
Associate Attorney (Taxes)  
Attorney  
Attorney (Law Librarian)  
Attorney (Taxes)  
Senior Attorney  
Senior Attorney (Taxes)

09004





OFFICE OF MUNICIPAL LABOR RELATIONS  
250 BROADWAY, NEW YORK, N. Y. 10007

ANTHONY C. RUSSO  
Director

TO: HEADS OF ALL CITY DEPARTMENTS AND AGENCIES  
FROM: HARRY KARETZKY, DEPUTY DIRECTOR  
SUBJECT: ATTORNEY SIGN/IN - SIGN/OUT SHEETS  
DATE: DECEMBER 14, 1977

*Harry Karetzky*

-----  
As part of the settlement reached during collective bargaining with the Civil Service Bar Association it was agreed that Attorneys would not be required to sign in or sign out on a daily basis, but rather they would use a weekly time sheet.

Accordingly, effective Monday, January 2, 1978, please insure that Attorneys working for your agency use a weekly time sheet.

Your cooperation is appreciated.

09004



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

**JAMES F. HANLEY**  
*Commissioner*  
**MARGARET M. CONNOR**  
*First Deputy Commissioner*

December 1, 2008

Gloria Johnson  
President  
Civil Service Bar Association  
216 West 14<sup>th</sup> Street  
New York, New York 10011

Re: 2008-2010 CSBA Memorandum of Agreement

Dear Ms. Johnson:

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

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

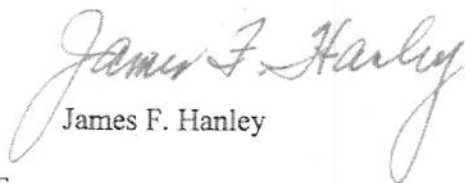
Consistent with the above, Mayoral Directive 78-13, as amended July 26, 1978, and any other covered Employer's rules, regulations and/or operating procedures, shall be similarly modified to conform to the understanding of the parties. Upon enactment of legislation to implement the provisions herein, employees shall be subject to Section 1127 of the New York City Charter.

In the event that legislation substantially similar to that which was previously agreed to concerning the above referenced issue is passed for another similarly situated collective bargaining unit, and the substantially similar legislation does not include the members of CSBA, the parties agree to jointly support similar legislation that would cover employees in CSBA.

09004

If the above accords with your understanding, please indicate your agreement by executing the signature line below.

Very truly yours,

  
James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF  
CIVIL SERVICE BAR ASSOCIATION

BY:

  
\_\_\_\_\_  
GLORIA JOHNSON  
President

09004

