



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
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JAMES F. HANLEY
Commissioner

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES

FROM: JAMES F. HANLEY, COMMISSIONER

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

SUBJECT: EXECUTED CONTRACT: BOARD OF ELECTIONS

TERM: JUNE 19, 2008 TO JUNE 18, 2010

Attached for your information and guidance is a copy of the executed contract entered into by the Commissioner of Labor Relations and the Board of Elections on behalf of the City of New York and the Communication Workers of America, Local 1183 on behalf of the incumbents of positions listed in Article I of said contract.

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

DATED: MAY 21 2010

OFFICE OF LABOR RELATIONS	
REGISTRATION	
OFFICIAL	CONTRACT
NO: <u>10013</u>	DATE: <u>MAY 21 2010</u>

**BOARD OF ELECTIONS AGREEMENT
2008-2010**

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2008- 2010 BOARD OF ELECTIONS AGREEMENT

AGREEMENT entered into this *21st* day of *May*, 2010 by and between the City of New York and the Board of Elections in the City of New York pursuant to and limited to their respective election 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 the **Communications Workers of America, AFL-CIO**, on behalf of itself and its affiliated **Local 1183** (hereinafter referred to as the "Union") for the period from June 19, 2008 to June 18, 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):

- 94227 Accountant (Board of Elections)
- 94207 Administrative Assistant (Board of Elections)
- 94206 Administrative Associate (Board of Elections)
- 94215 Assistant Finance Officer (Board of Elections)
- 94414 Associate Staff Analyst (Board of Elections)
- 94212 Attendant (Board of Elections)
- 94226 Chief Voting Machine Technician (Board of Elections)
- 94216 Clerk to the Board (Board of Elections)
- 94389 Computer Operator (Board of Elections)
- 94208 Director of Equipment (Board of Elections)
- 94214 Finance Officer (Board of Elections)
- 94232 Financial Clerk (Board of Elections)
- 94209 Inspector (Board of Elections)

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94217 Key Punch Operator (Board of Elections)
94231 Key Punch/Tabulator Operator (Board of Elections)
94395 Programmer (Board of Elections)
94412 Project Coordinator (Board of Elections)
94220 Secretary to the Commissioner (Board of Elections)
94204 Senior Administrative Assistant (Board of Elections)
94375 Senior Buyer (Board of Elections)
94230 Senior Clerk (Board of Elections)
94229 Senior Computer Programmer (Board of Elections)
94388 Senior Systems Analyst (Board of Elections)
94219 Senior Tabulator Operator (Board of Elections)
94211 Senior Voting Machine Technician (Board of Elections)
94205 Stenographer (Board of Elections)
94374 Stenographic Secretary Associate (Board of Elections)
94218 Tabulator Operator (Board of Elections)
94467 Technical Support Specialist (Board of Elections)
94367 Temporary Clerk (Board of Elections, all specialties)
94524 Trainer Assistant (Board of Elections)
94213 Typist (Board of Elections)
94210 Voting Machine Technician (Board of Elections)

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.

Section 3.

For the purposes of this Agreement, Temporary Clerks must meet the requirements set forth below to be eligible for benefits. Those Temporary Clerks who meet the following requirements will continue to be eligible for benefits under this Agreement effective June 19, 2008:

- (1) on the payroll on June 19, 2007, and worked at least half of the regularly scheduled days from June 19, 2007 to June 19, 2008 *
- or
- (2) worked all of the regularly scheduled days in the twelve (12) month period prior to June 19, 2008 up to and including June 19, 2008.*

Those Temporary Clerks who meet the following requirement after June 19, 2008 will be eligible for the benefits provided for the title in this Agreement:

- (3) worked at least one-half of the regularly scheduled days in each of the two (2) immediately preceding twelve (12) month periods.*
- (4) worked all of the regularly scheduled days in the immediately preceding twelve (12) month period.*

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- * Reasonable allowances will be made for absences for illness or vacation.

ARTICLE II - DUES CHECK OFF

Section 1.

- a. The Union shall have the exclusive right to the checkoff and transmittal of dues in 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 "Regulations Governing Procedures for Orderly Payroll Checkoff of Union Dues."
- b. Any Employee may consent in writing to the authorization of the deduction of dues from the Employee's wages and to the designation of the Union as the recipient thereof. Such consent, if given, shall be in a proper form acceptable to the City, which bears the signature of the Employee.

Section 2.

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

ARTICLE III - SALARIES

Section 1.

- a. This Article III is subject to the provisions, terms and conditions of the Alternative Career and Salary Pay Plan Regulations, dated March 15, 1967 as amended 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.

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

Per diem rate - 1/261 of the appropriate minimum basic salary.

Hourly Rate - 35 hour week basis - 1/1827 of the appropriate minimum basic salary.

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

Section 2.

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

a. Effective June 19, 2008

<u>TITLES</u>	i. Hiring Rate	Incumbent Rate	ii. Maximum
A) Clerk to the Board Attendant Typist Stenographer Key Punch Operator Tabulator Operator Sr. Tabulator Operator Secretary to Commissioner Inspector	\$26,852	\$28,195	
B) Voting Machine Technician	\$27,553	\$28,931	
C) Sr. Voting Machine Technician	\$30,590	\$32,119	
D) Administrative Assistant	\$39,065	\$41,018	
E) Accountant Chief Voting Machine Technician	\$42,612	\$44,743	
F) Administrative Associate Assistant Finance Officer	\$46,431	\$48,753	
G) Sr. Administrative Assistant; Director of Equipment; Finance Officer	\$51,164	\$53,722	
H) Steno. Secretary Assoc.	\$33,898	\$35,593	
I) Sr. Buyer	\$48,060	\$50,463	
J) Financial Clerk	\$16.41/hour	\$17.23/hour	
K) Senior Systems Analyst	\$84,006	\$88,206	

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L)	Temporary Clerk*			
M)	Senior Clerk*			
N)	Key Punch/Tab Operator *			
O)	Computer Operator	\$37,088	\$38,942	\$54,429
P)	Programmer	\$42,045	\$44,147	
Q)	Project Coordinator	\$74,538	\$78,265	
R)	Associate Staff Analyst	\$63,838	\$67,030	\$86,786
S)	Senior Computer Programmer	\$54,077	\$56,781	\$69,180
T)	Technical Support Specialist	\$46,132	\$48,439	\$61,333
U)	Trainer Assistant	\$23.23/hour	\$24.39/hour	

* See Page 5 below

***Effective June 19, 2008**

	Hired After	Hired Between	Hired Between	Hired Before
	7/1/86	7/1/85-6/30/86	7/1/84-6/30/85	7/1/84
L. TEMPORARY CLERK	\$12.01	\$12.18	\$12.37	\$12.54
M. SENIOR CLERK	\$12.66	\$12.78	\$12.91	\$13.11
N. KEY PUNCH/TAB OPERATOR	\$14.25	\$14.31	\$14.35	\$14.50

***Hired On or After June 19, 2008**

	Hired On or After
	6/19/08
L. TEMPORARY CLERK	\$11.44
M. SENIOR CLERK	\$12.06
N. KEY PUNCH/TAB OPERATOR	\$13.57

b. Effective June 19, 2009

i. Hiring Rate Incumbent Rate ii. Maximum

TITLES

A)	Clerk to the Board	\$27,927	\$29,323
	Attendant		
	Typist		
	Stenographer		
	Key Punch Operator		
	Tabulator Operator		
	Sr. Tabulator Operator		
	Secretary to Commissioner		
	Inspector		
B)	Voting Machine Technician	\$28,655	\$30,088

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C)	Sr. Voting Machine Technician	\$31,813	\$33,404	
D)	Administrative Assistant	\$40,628	\$42,659	
E)	Accountant	\$44,317	\$46,533	
	Chief Voting Machine Technician			
F)	Administrative Associate	\$48,289	\$50,703	
	Assistant Finance Officer			
G)	Sr. Administrative Assistant; Director of Equipment; Finance Officer	\$53,210	\$55,871	
H)	Steno. Secretary Assoc.	\$35,254	\$37,017	
I)	Sr. Buyer	\$49,983	\$52,482	
L)	Financial Clerk	\$17.07/hour	\$17.92/hour	
M)	Senior Systems Analyst	\$87,366	\$91,734	
L)	Temporary Clerk*			
M)	Senior Clerk*			
N)	Key Punch/Tab Operator *			
O)	Computer Operator	\$38,571	\$40,500	\$56,606
P)	Programmer	\$43,727	\$45,913	
Q)	Project Coordinator	\$77,520	\$81,396	
R)	Associate Staff Analyst	\$66,391	\$69,711	\$90,257
S)	Senior Computer Programmer	\$56,240	\$59,052	\$71,947
T)	Technical Support Specialist	\$47,978	\$50,377	\$63,786
U)	Trainer Assistant	\$24.16/hour	\$25.37/hour	

* See Page 6 below

***Effective June 19, 2009**

	Hired After	Hired Between	Hired Between	Hired Before
	7/1/86	7/1/85-6/30/86	7/1/84-6/30/85	7/1/84
L. TEMPORARY CLERK	\$12.49	\$12.67	\$12.86	\$13.04
M. SENIOR CLERK	\$13.17	\$13.29	\$13.43	\$13.63
N. KEY PUNCH/TAB OPERATOR	\$14.82	\$14.88	\$14.92	\$15.08

***Hired On or After June 19, 2009**

	Hired On or After
	6/19/09
L. TEMPORARY CLERK	\$11.90
M. SENIOR CLERK	\$12.54
N. KEY PUNCH/TAB OPERATOR	\$14.11

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New Hires

The following provisions shall apply to Employees newly hired on or after June 19, 2008:

During the first two (2) years of service, the "appointment rate" for a newly hired employee shall be five percent (5%) less than the applicable "incumbent minimum" for said title that is in effect on the date of such appointment as set forth in the CWA/Local 1183 *Agreement*. The general increases provided for in subsections 3 (a)(i) and (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 the CWA, Local 1183 *Agreement*.

Section 3. Wage Increase

- a. The general increases, effective as indicated, shall be:
 - i. Effective June 19, 2008, Employees shall receive a general increase of 4 percent.
 - ii. Effective June 19, 2009, Employees shall receive a general increase of 4 percent.
 - iii. Part-time per annum, per session, hourly paid and part-time per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in Section 3(a)(i) and (a) (ii) on the basis of computations heretofore utilized by the parties for all such employees.
- b. The general increases provided for in this Section 3(a) shall be calculated as follows:
 - i. The general increase in Section 3(a)(i) shall be based upon the base rates (including salary or incremental salary schedules) of applicable titles in effect on June 18, 2008;
 - ii. The general increase in Section 3(a)(ii) shall be based upon the base rates (including salary or incremental salary schedules) of applicable titles in effect on June 18, 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 rates and maximum rates (including levels), if any, fixed for the applicable titles.
 - ii. The general increases provided for in this Section 3 (a) (i) and (a) (ii) shall not be applied to the "additions to gross".

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Section 4.

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, provided to be effective as of such date for the title formerly occupied shall be applied.

Section 5.

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 6.

A person permanently employed by the Employer who is appointed or promoted on a permanent, provisional, or temporary basis in accordance with the Rules and Regulations of the New York City Personnel Director or, where the Rules and Regulations of the New York City Personnel Director are not applicable 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 INCREASE

<u>TITLE</u>	<u>Effective</u> <u>6/19/08</u>
Senior Voting Machine Technician (Bd. of Elections)	\$315
Administrative Assistant (Bd of Elections)	\$1,206
Administrative Associate (Bd of Elections)	\$1,366
Senior Administrative Assistant (Bd of Elections)	\$1,524
Assistant Finance Officer (Bd of Elections)	\$1,366
Finance Officer (Bd of Elections)	\$1,524
Director of Equipment (Bd of Elections)	\$1,524
Accountant (Bd of Elections)	\$1,310
Chief Technician (Bd of Elections)	\$1,469

Section 7. Longevity Increment

- a. Employees with 5 years or more of "City" service in pay status shall receive a longevity

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increment of \$466. The rules for eligibility for the longevity increment described in this subsection are set forth in the Appendix to the above agreement.

- b.** Employees with 10 years or more of "City" service in pay status shall receive a longevity increment of \$250 per annum. The rules for eligibility for the longevity increment described in this subsection are set forth in the Appendix to the above Agreement.
- c.** Employees with 15 years or more of "City" service in pay status who are not in a title already eligible for a longevity differential or service increment established by the Salary Review or Equity Panel shall receive a longevity increment of \$550 per annum.
- d.** The rules for eligibility for the longevity increment described in section (a) are set forth in Appendix A to this Agreement and are incorporated by reference herein.
- e.** The provisions of Section 3(c)(ii) of this Agreement shall not apply to the longevity increment set forth in this Section 8.

Section 8.

- a.** Interest on wage increases shall accrue at the rate of three percent (3%) per annum from one hundred-twenty (120) days after execution of the applicable agreement or one hundred-twenty (120) days after the effective date of the increase, whichever is later, to the date of actual payment.
- b.** Interest on shift differentials, holiday and overtime pay, shall accrue at the rate of three percent (3%) per annum from one hundred-twenty (120) days following its earning or one hundred-twenty (120) days after the execution of this Agreement, whichever is later, to the date of actual payment.
- c.** Interest accrued under a. or b. above shall be payable only if the amount of interest due to an individual employee exceeds five dollars (\$5.00).

Section 9.

An Employee who is laid off due to budgetary reasons and who is returned to service in the Employee's former title shall receive the basic salary rate that would have been received by the Employee had the Employee never been laid off, up to a maximum of two (2) years of general salary increases.

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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 1(b), 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 Section 1 and Article XIII of the Citywide Agreement are contingent upon a signed separate trusted fund agreement between the Employer and the Union.
- d. 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 2.

- a. Effective July 4, 2006, the contribution paid on behalf of each full-time per annum Employee shall be increased by \$100.00 per annum per Employee covered by this agreement to a mutually agreed upon Welfare Fund administered by the Union.
- b. Effective December 8, 2006, there shall be a one-time lump sum payment to the Welfare Fund in the amount of \$166.67 on behalf of each full-time active Employee and retiree who is receiving benefits on December 8, 2006.

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- c. The per annum contribution rates and the one-time lump sum payment paid on behalf of eligible part-time per annum, hourly paid, per session and per diem (including seasonal appointees) whose normal work year is less than a full calendar year shall be adjusted in the same proportion heretofore utilized by the parties for all such Employees as the per annum contribution rates are adjusted in Section 2 (a) for full-time Employees.

Section 3.

Employees who are separated from service subsequent to July 1, 1974, and who are covered by the Welfare Fund provided for in this Article, shall continue to be so covered, subject to the provisions hereof, on the same contributory basis as incumbent employees. Contributions shall be made only for such time as said individuals remain primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the Employer through such program.

Section 4.

Where an Employee is suspended without pay for disciplinary reasons and is subsequently restored to full pay status as of the effective date of the suspension, the Employee shall receive full Welfare Fund and City Health Insurance coverage for the period of the suspension.

Section 5.

- a. Effective June 30, 2002, the Employer shall contribute to the appropriate Welfare Fund a pro-rata annual sum of \$842.86 per Employee for all part-time per annum, hourly, per diem, per session and seasonal Employees subject to a separate agreement between the Employer and the appropriate certified union, provided said Employees are working on a regular basis at least one half the regular hours of full time Employees working on a regular basis in the same title and they do not otherwise receive a Welfare Fund contribution in their behalf.
- b. If no full time equivalent titles exist then the minimum number of hours required to be eligible to receive a contribution pursuant to this Section shall be based on the nature of employment as follows:

White Collar Employment	17 1/2 hours per week
Blue Collar Employment	20 hours per week

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Section 6.

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

ARTICLE V - PRODUCTIVITY AND PERFORMANCE

Introduction

Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City, the Board of Elections and the Union. Such achievement is recognized to be a mutual obligation of all 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 Board's absolute right pursuant to Election Law Section 3-300 to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels or norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, to prepare work schedules and to measure the performance of each Employee or group of Employees. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on Employees are within the scope of collective bargaining. The Employer will give the Union prior notice of the establishment and/or revision of performance standards or norms hereunder.
- b. Employees who work at less than acceptable levels of performance may at the discretion of the Board be subject to disciplinary measures in accordance with Election Law Section 3-300.

Section 2. Supervisory Responsibility

- a. The Union recognizes the City's and the Board's absolute right pursuant to Election Law Section 3-300 to establish and/or revise standards for supervisory responsibility in achieving and maintaining performance levels of supervised Employees for 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.

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- b. Employees who fail to meet such standards may at the discretion of the Board be subject to disciplinary measures in accordance with Election Law Section 3-300.

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 - UNION ACTIVITY

Section 1.

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

Section 2.

The Employer agrees not to discriminate in any way against any Employee for Union activity, but such activity shall not be carried on during working hours or in working areas except as specifically allowed by the provisions of this Agreement.

Section 3.

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

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

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

Section 4.

- a. Where orientation kits are supplied to new Employees, unions certified to represent such Employees shall be permitted to have included in the kits union literature, provided such literature is first approved for such purpose by the Office of Labor Relations.

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- b. The Employer shall distribute to all newly hired Employees information regarding their union administered health and security benefits, including the name and address of the fund that administers said benefits, provided such fund supplies the Employer the requisite information printed in sufficient quantities.

ARTICLE VII - GRIEVANCE PROCEDURE

Section 1. - Definition:

The term "**Grievance**" shall mean:

- a. A dispute concerning the application or interpretation of the terms of this collective bargaining agreement.
- b. A claimed violation, misinterpretation or misapplication of the rules or regulations, *written* policy or orders of the Board of Elections issued pursuant to its authority under Section 3-300 of the Election Law in reference to the terms and conditions of employment.
- c. A claimed wrongful disciplinary action taken against an Employee.

Section 2.

The grievance procedure except for paragraph (C), 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**.

Step I The Employee and/or Union shall present the grievance verbally or in the form of a memorandum to the person designated for such purpose by the Board not 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 so designated by the agency head shall take any steps necessary to a proper disposition of the grievance and shall reply in writing by the end of the sixth work day following the date of submission.

Step II An appeal from an unsatisfactory decision at **Step I** shall be presented in writing to the person designated by the Board for such purpose. The appeal must be made within six (6) working days of the receipt of the **Step I** decision. A copy of the grievance appeal shall be sent to the person who initially passed upon the grievance. The person designated to receive the appeal at this Step shall meet with the Employee and/or the Union for review of the grievance and shall issue a written reply to the Employee and/or the Union by the end of the tenth work day following the day on which the appeal was filed.

Step III An appeal from an unsatisfactory decision at **Step II** shall be presented in writing to the agency head or the agency head's designated representative. The appeal must be made within six (6) working days of the receipt of the **Step II** decision. The agency head or the agency head's designated representative, if any, shall meet with the Employee and/or the Union for review of the grievance and shall issue a decision by the end of the tenth work day following the date on which the appeal was filed.

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Step IV An appeal from an unsatisfactory decision at **Step III** shall be presented by the Employee and/or the Union to the Commissioner of Labor Relations, in writing, within ten (10) working days of the receipt of the **Step III** decision. Copies of such appeals shall be sent to the agency head. The Commissioner of Labor Relations, or the Commissioner's designee, shall review all appeals from **Step III** decisions and shall answer such appeals within ten (10) days.

Step V An appeal from an unsatisfactory decision at **Step IV** may be brought by the Union or the Employer to the Office of Collective Bargaining for impartial arbitration within ten (10) working days of the receipt of the **Step IV** decision. Such arbitration shall be conducted by an arbitrator designated from a panel maintained by the Office of Collective Bargaining in accordance with applicable law, rules and regulations. A copy of the notice requesting impartial arbitration shall be forwarded to the Commissioner of Labor Relations. The costs and fees of such arbitration including the cost of a stenographer, if any, shall be borne equally by the Union and the Board. The decision or award of the arbitrator shall be final and binding, to the extent permitted by and in accordance with applicable law specifically including Section 3-300 of the Election Law, and shall not abridge or diminish any of the rights or obligations of the Board of Elections pursuant to said Section 3-300, and shall be limited solely to the application and interpretation of this Agreement, rule, regulation, existing policy or order of the Board of Elections and shall not add to, subtract from, or modify such Agreement, rule, regulations, written policy or order.

Section 3.

As a condition to the right of the Union to invoke impartial arbitration set forth in this Article, the Employee or Employees and the Union shall be required to file with the Director of the Office of Collective Bargaining a written waiver of the right, if any, of the Employee or Employees and the union to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

Section 4.

Any grievance of a general nature affecting a large group of Employees and which concerns the claimed misinterpretation, inequitable application, violation, or failure to comply with the provisions of this Agreement shall be filed at the option of the Union at **Step IV** of the grievance procedure, without resort to previous steps. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance.

Section 5.

If a decision satisfactory to the Union at any level of the grievance procedure is not implemented within a reasonable time, the Union may institute a grievance at **Step IV** of the grievance procedure.

Section 6.

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.

Section 7.

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

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grievance hearing and shall be given 48 hours' notice of all grievance hearings.

Section 8.

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

Section 9. Disciplinary Procedure

The Board of Elections may discuss complaints or disciplinary problems with an Employee when such discussions are deemed necessary.

- a. After service upon an Employee of written charges of incompetence or misconduct, a hearing with the Employee shall be held with respect to such charges by two Commissioners, who shall represent the borough in which the Employee works. The Employee shall be served with written charges at least ten (10) days prior to the hearing. The Employee may be represented, at the Employee's option, at such hearing by a representative of the Union. The Employee and/or the Union shall have the right to examine any witness(es) and to present a defense to the charges.
- b. Within five (5) work days of the hearing the two Commissioners shall report to the full Board, which will discuss and rule on the matter. A written decision shall be issued by the full Board by the end of the tenth workday following a meeting of the Board. Disciplinary action, if any, shall be imposed consistent with the Board's ruling.
- c. The Union may appeal the Board's decision if it is arbitrary or capricious. Such appeal shall be made within ten (10) working days of the receipt of the Board's decision to the Commissioner of Labor Relations, or the Commissioner's designee, with a copy to the Board. The Union shall submit a copy of the charges and the Board's decision to the Commissioner of Labor Relations. The Commissioner of Labor Relations, or the Commissioner's designee, shall review such appeal and shall decide from the submitted papers whether a de novo hearing is necessary. If no such hearing is held, a recommendation to the Board of Elections shall be made within fifteen (15) working days from the date of the appeal is received. If a de novo hearing is held, a recommendation to the Board of Elections shall be made within fifteen (15) working days following the close of the hearing.
- d. For Employees in the General Office, the President of the Board will appoint two Commissioners, one from each political party, to represent the Board in the disciplinary proceedings.
- e. The period of an Employee's suspension without pay, pending hearing and determination of charges, shall not exceed thirty (30) days.
- f. Notwithstanding the above, nothing in this procedure is intended to restrict the Board of Elections' rights under the Election Law.

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Section 10.

- a. All Employees hired after the execution of this agreement will not have access to the disciplinary process described in Section 9 of this Article for the first twelve (12) months of their employment.
- b. All Employees described in subparagraph (a) shall be evaluated after their first three (3) months of employment. After their first six (6) months these Employees will receive a written evaluation. After their first nine (9) months any Employee who received a less than satisfactory evaluation shall be evaluated again at that time.
- c. Any extension of an Employee's inability to use the disciplinary process shall be done with the consent of the Union and the Employee.

Section 11. Expedited Arbitration Procedure.

- a. The parties agree that there is a need for an expedited arbitration process which would allow for the prompt adjudication of grievances as set forth below.
- b. The parties voluntarily agree to submit matters to final and binding arbitration pursuant to the New York City Collective Bargaining Law and under the jurisdiction of the Office of Collective Bargaining. An arbitrator or panel of arbitrators, as agreed to by the parties, will act as the arbitrator of any issue submitted under the expedited procedure herein.
- c. The selection of those matters which will be submitted shall include, but not limited to, out-of-title cases concerning all titles, disciplinary cases wherein the proposed penalty is a monetary fine of one week or less or written reprimand, and other cases pursuant to mutual agreement by the parties. The following procedures shall apply:
 - i. **SELECTION AND SCHEDULING OF CASES:**
 - (1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 11 and notify the parties of propose hearing dates for such cases.
 - (2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) raise any objections thereto.
 - 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.

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

ARTICLE VIII - OVERTIME

Section 1.

Wherever practicable, the normal work week shall consist of five (5) consecutive working days separated by two (2) consecutive days off.

Section 2.

- a. "Authorized voluntary overtime" and "authorized voluntary stand-by-time" shall be defined as overtime or stand-by-time for work authorized by the Board of Elections, which the Employee is free to accept or decline.
- b. "Ordered involuntary overtime" and "ordered involuntary stand-by-time", shall be defined as overtime or stand-by-time which the Employee is directed in writing to work and which the Employee is therefore required to work. Such overtime or stand-by-time may only be authorized by the Board or a representative of the Board who is delegated such authority in writing. Whenever possible, notice of assignment to ordered involuntary overtime will be given twenty-four (24) hours in advance.

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Section 3.

- a. For those Employees whose normal work week is less than forty (40) hours, any such ordered involuntary overtime worked between the maximum of that work week and forty (40) hours in any calendar week shall be compensated in cash at straight time (1 time). In computing the hours worked during the week, time during which an Employee is in full pay status, whether or not such time is actually worked, shall be counted. For Employees granted a shortened work day by the Board, compensatory time for work performed between thirty (30) and thirty-five (35) hours a week when such shortened schedule is in effect shall be granted at the rate of straight time, but such work shall not be considered overtime.
- b. There shall be no rescheduling of days off and/or tours of duty to avoid the payment of overtime compensation. Any work performed on a scheduled day off shall be covered by this Article.
- c. Employees who are paid in cash for overtime may not credit such time for meal allowances.

Section 4.

- a. Authorized voluntary overtime which results in any Employee working in excess of the Employee's normal work week in any calendar week shall be compensated in time off at the rate of straight time. In computing the hours worked during the week, time during which an Employee is in full pay status, whether or not such time is actually worked, shall be counted.
- b. Effective January 1, 1994 for Employees covered by the provisions of FLSA, voluntary overtime actually worked in excess of forty hours in a calendar week shall be compensated at the rate of time and one half (1 1/2x) in time provided that the total unliquidated compensatory hours credited to an Employee pursuant to this provisions may not exceed 240 hours an employee subsequent overtime earned under this provision must be compensated in cash at time and one-half (1 1/2x).

Section 5.

No credit shall be recorded for unauthorized overtime. Credit for all authorized overtime beyond the normal work week shall accrue in units of one-quarter (1/4) hour to the nearest one-quarter (1/4) hour and, except for an Employee covered by the provisions of FLSA who has actually worked in excess of forty hours in said calendar week, only after one (1) hour.

Section 6.

The hourly rate of pay shall be determined by taking the below indicated fractional part of the affected employee's annual regular salary:

$$\frac{1}{261 \times 7} \quad \text{or} \quad \frac{1}{1827}$$

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Payment shall be computed and paid on a basis of quarter hour units actually worked beyond the normal scheduled work week, provided at least one (1) full hour is compensable in a calendar week (unless such Employee is covered by the provisions of the Fair Labor Standards Act (FLSA) and has actually worked in excess of forty hours in said calendar week). "Annual regular salary " shall in addition to all payments included in an Employees basic annual salary include all educational, assignment, and longevity differentials, and, when mandated to be included by FLSA, such other additions to gross that are regularly part of an Employee's salary.

Section 7.

- a. These overtime provisions, including recall and stand-by provisions, shall apply to all covered per annum Employees including those working more than half-time, and with permanent, provisional or temporary status, whose annual gross salary including overtime, all differentials and premium pay is not in excess of the amount set forth in subsection 7(d) for eligibility for cash compensated overtime (the "cap").
- b. When an Employee's annual gross salary including overtime, all differentials and premium pay is higher than \$65,856 effective 8/1/06 and \$68,490 effective 2/1/07 compensatory time at the rate of straight time shall be credited for authorized overtime except as may be proscribed by FLSA. The gross salary shall be computed on annual calendar year basis and for the purposes of this Section shall mean basic annual salary plus any monies earned.
- c. Employees whose annual gross salary including overtime, all differentials and premium pay is in excess of \$65,856 effective 8/1/06 and \$68,490 effective 2/1/07 shall be required to submit periodic time reports at intervals of not less than one week, but shall not be required to follow daily time clock or sign-in procedures. Employees covered by the overtime provisions of FLSA shall be required to follow daily time clock or sign-in procedures. The periodic time report shall be in such form as is required by the agency.

Section 8.

Employees recalled from home for authorized ordered involuntary overtime work, shall be guaranteed overtime payment in cash for at least four (4) hours, if eligible for cash payment under Section 7 of this Article. When an employee voluntarily responds to a request to come from home for voluntary authorized overtime work, such overtime shall be compensated in time off on an hour for hour basis but with minimum compensatory time for four (4) hours.

Section 9.

- a. Compensatory time off for voluntary overtime work as authorized in this Article shall be scheduled at the discretion of the Board. All compensatory time off must be taken by the

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affected Employee within the following three (3) months. Any such time not so used by the Employee's choice shall be added to the employee's sick leave balance. If the Board calls upon an Employee not to take the compensatory time off or any part thereof within three (3) months, that portion shall be carried over until such time as it can be liquidated. This subsection shall not apply to compensatory time accrued pursuant to FLSA.

- b.** For Employees covered by the Fair Labor Standards Act, accrued compensatory time usage shall be charged in the following manner and order:
 - i. First, pre-FLSA Compensatory Time Bank
 - ii. Second, FLSA Compensatory Time Bank
 - iii. Third, non-FLSA Compensatory Time Bank

- c.** If compensatory time off is charged to an Employee's FLSA Compensatory Time Bank and as a result the Employee will not be able to take his/her accrued non-FLSA compensatory time within the three (3) month period provided in subsection 9(a) above, the period of time in which the equivalent amount of time in the non-FLSA Compensatory Time Bank which must be taken shall be extended in writing by the agency head an additional four months.

Section 10.

- a.** Employees who volunteer to standby in their homes, as authorized by competent authority, shall receive compensatory time credit on the basis of one-half (1/2) hour for each hour of stand-by time.

- b.** Employees who are required, ordered and/or scheduled on an involuntary basis to stand-by in their homes subject to recall, as authorized by the agency head or the agency head's designated representative shall receive overtime payment in cash for such time on the basis of one-half (1/2) hour paid overtime for such hour of stand-by time.

Section 11.

In an emergency situation, the Employer shall have a right, after negotiation with the Union, to apply a variation of these overtime regulations.

Section 12.

Except in emergency situations, when authorized and ordered by the Board or a designated representative, no Employee shall be required to actually work more than two (2) consecutive normal work shifts in any twenty-four (24) hour period nor shall said Employee be required to work more than two (2) consecutive work shifts for more than two (2) consecutive weeks.

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Section 13.

In the event of any inconsistency between this Article and standards imposed by Federal or State Law, the Federal or State Law shall take precedence unless such Federal or State Law authorizes such inconsistency.

ARTICLE IX - LEAVE REGULATIONS

Section 1. Applicability of Regulations

These regulations shall apply to permanent, full time, per annum and part-time Employees of the Board of Elections as applicable.

Section 2. Annual Leave Allowance

a. A combined vacation, personal business and religious holiday leave allowance shall be established which shall be known as "annual leave allowance."

(b)(1) Effective July 1, 1978, all part-time per annum, hourly, per diem, per session and seasonal Employees hired prior to July 1, 1985 who work at least one half the regular hours of full-time Employees in the same title shall accrue leave credits as follows:

Annual leave: One (1) hour of leave for every eleven (11) hours actually worked to a maximum accrual of two hundred and ten (210) hours.

Sick leave: One (1) hour of leave for every twenty (20) hours actually worked with no maximum accrual.

(b)(2) If no full time equivalent title exists then the minimum number of hours required in order to receive leave credits pursuant to this Section shall be based on the nature of employment as follows:

White Collar Employee	17 1/2 hour per week
Blue Collar Employee	20 hours per week

(c) Annual leave allowance shall be granted for Employees hired prior to July 1, 1985 as follows:

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<u>Category</u>	<u>Annual Leave Allowance</u>	<u>Monthly Accrual</u>
Employees who have completed 15 years of service.	27 work days (five weeks and two days)	2 1/4 days

<u>Category</u>	<u>Annual Leave Allowance</u>	<u>Monthly Accrual</u>
Employees who have completed 8 years of service.	25 work days (five weeks)	2 days, plus one additional day at end of the vacation year.
All other employees.	20 work days (four weeks)	1 2/3 days

(d) For the earning of annual leave credits, the time recorded on the payroll at the full rate of pay, and the first six months of absence while receiving Workmen's Compensation payments shall be considered as time "served" by the Employee.

In the calculation of annual leave credits, a full month's credit shall be given to an Employee who has been in full pay status for at least 15 calendar days during that month, provided however, that (a) where an Employee has been absent without pay for an accumulated total of more than 30 calendar days in the vacation year, the Employee shall lose the annual leave credits earnable in one month of each 30 days of such accumulated absence even though in full pay status for at least 15 calendar days in each month during this period: and (b) if an Employee loses annual leave credits under this rule for several months in the vacation year because the Employee has been in full pay status for fewer than 15 days in each month, but accumulates during said month a total of 30 or more calendar days in full pay status, the Employee shall be credited with the annual leave credits earnable in one month for each 30 days of such full pay status.

Section 3. Annual Leave for New Hires

(a)(i) The annual leave allowance for Employees hired on or after July 1, 1985 shall accrue as follows:

<u>Years In Service</u>	<u>Annual Leave Allowance</u>	<u>Monthly Accrual</u>
At the beginning of the employee's 1st year	15 work days	1.25 days per month
At the beginning of the employee's 2nd year	15 work days	1.25 days per month

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At the beginning of the employee's 3rd year	15 work days	1.25 days per month
At the beginning of the employee's 4th year	15 work days	1.25 days per month
At the beginning of the employee's 5th year	20 work days	1.2/3 days per month
At the beginning of the employee's 8th year	25 work days	2 days/month plus 1 additional day at end of the leave year
At the beginning of the employee's 15th year	27 work days	2-1/4 days per month

(1) The annual leave allowance and accrual for Employees who work other than a regularly scheduled standard work week as defined in Article VI of the 1985-87 Citywide Agreement hired on or after July 1, 1985 shall be pro-rated in accordance with the schedule in subsection (a)(1) above.

(b) (1) The annual leave allowance for part-time per annum, hourly, per diem, per session and seasonal Employees hired on or after July 1, 1985 who work at least one half the regular hours of full time employees in the same title shall accrue as follows:

<u>Years In Service</u>	<u>Accrual</u>
At the beginning of the employee's 1st year	1 hour for 15 hours worked
At the beginning of the employee's 2nd year	1 hour for 15 hours worked
At the beginning of the employee's 3rd year	1 hour for 15 hours worked
At the beginning of the employee's 4th year	1 hour for 15 hours worked
At the beginning of the employee's 5th year	1 hour for 11 hours worked

(2) Where no full time equivalent title exists then the minimum number of hours required in order to receive leave credits pursuant to subsection b(i) shall be based on the nature of employment as follows:

White Collar Employees	17 1/2 hour per week
Blue Collar Employees	20 hours per week

The following modifications shall apply to employees hired on or after July 1, 2004:

<u>Work Week</u>	<u>Years of Service</u>	<u>Monthly Accrual</u>	<u>Allowance</u>
	Beginning with 17th Year	15:45 hours	189:00 hours
	Beginning with 14th Year	14:35 hours	175:00 hours
	Beginning with 13th Year	14:00 hours	168:00 hours

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	Beginning with 12th Year	13:25 hours	161:00 hours
	Beginning with 11th Year	12:50 hours	154:00 hours
35	Beginning with 10th Year	12:15 hours	147:00 hours
	Beginning with 9th Year	11:40 hours	140:00 hours
	Beginning with 8th Year	11:05 hours	133:00 hours
	Beginning with 7th Year	10:30 hours	126:00 hours
	Beginning with 6th Year	9:55 hours	119:00 hours
	Beginning with 5th Year	9:20 hours	112:00 hours
	First Year	7:00 hours	84:00 hours

- i. Accrual rates for annual leave and sick leave shall be adjusted accordingly.

Section 4.

Calculation of annual leave credits for vacation purposes shall be based on a year beginning May 1 hereafter known as a "vacation year". The annual leave allowance of an Employee to an Employee's credit on April 30 and not used in the succeeding vacation year may be carried over from said vacation year to the next succeeding vacation year only, with the approval of the Chairman of the Board of Elections, and any such time not used within the prescribed period shall be added to the Employee's sick leave balance.

- a. Any accumulations in excess of 54 days shall be transferred to the sick leave balances of Employees.
- b. In the event, however, that the Chairman of the Board of Elections calls upon an Employee to forego the Employee's vacation or any part thereof in any year, that portion thereof shall be carried over as vacation even though the same exceeds the limits as fixed in (a) above.

Section 5.

The normal unit of charge against annual leave allowance for vacation and personal business shall be one-half day. Smaller units of charge are authorized for time lost due to tardiness, religious observance, and for time lost by Employee representatives duly designated by Employee organizations operating under the Mayor's Executive Order No. 75, dated March 22, 1973, engaged in the following

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types of union activity:

- a. Attendance at Union meetings or conventions;
- b. Organizing and recruitment;
- c. Solicitation of members;
- d. Collection of union dues;
- e. Distribution of union pamphlets, circulars and other literature.

Employees may not be permitted to use annual leave allowances for other than religious holidays until they have completed six months of continuous service.

Section 6.

The "Annual Leave Allowance" shall accrue on an hourly basis and may be so utilized. The rate of accrual for Employees hired prior to July 1, 1985 shall be based on the number of hours in the work week and the number of years of service of the respective Employee as follows:

<u>Work Week</u>	<u>Years Service</u>	<u>Annual Leave Allowance</u>	<u>Monthly Accrual</u>
35 hrs.	Begin. with 15	189 hours	15 3/4 hours
35 hrs.	Begin. with 8	175 hours	14 1/2 + 1 hour at end of year
35 hrs.	Prior to beginning 8	140 hours	11 2/3 hours

Section 7.

All approved leaves for annual leave shall be measured in units of 1 hour or a multiple thereof.

Section 8.

Penalties for unexcused tardiness may be imposed by the President of the Board of Elections in conformance with established rules of the Board. As a minimum, however, all unexcused tardiness both in the morning and upon return from lunch shall be charged to the annual leave allowance.

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Section 9.

- a. Effective January 1, 1975, the terminal leave provision for all Employees except as provided in paragraphs (b), (c), below shall be as follows:

Terminal leave with pay shall be granted prior to final separation to Employees who have completed at least ten (10) years of service on the basis of one (1) day terminal leave for each two (2) days of accumulated sick leave up to a maximum of one hundred-twenty (120) days of terminal leave. Such leave shall be computed on the basis of work days rather than calendar days.

For Employees Hired on or After July 1, 2004

Terminal leave with pay shall be granted prior to final separation to employees who have completed at least ten (10) years of service on the basis of one (1) day of terminal leave for each three (3) days of accumulated sick leave up to a maximum of one hundred-twenty (120) days of terminal leave. Such leave shall be computed on the basis of work days rather than calendar days.

- a. Any Employee who as of January 1, 1975 has a minimum of fifteen (15) years of service as of said date may elect to receive upon retirement a terminal leave of one (1) calendar month for every ten (10) years of service pro-rated for a fractional part thereof in lieu of any other terminal leave. However, any sick leave taken by such Employees subsequent to July 1, 1974 in excess of an average annual usage of six (6) days per year shall be deducted from the number of days of terminal leave to which the Employee would otherwise be entitled at the time of retirement, if the Employee chooses to receive terminal leave under this paragraph.
- b. In a case where an Employee has exhausted all or most of the Employee's accrued sick leave due to a major illness, the Agency head, in the Agency head's discretion, may apply two and one-fifth (2 1/5) work days for each year paid service as the basis for computing terminal leave in lieu of any other terminal leave.
- c. Where an Employee has an entitlement to terminal leave and the City's fiscal situation requires that Employees who are terminated, laid off or retired be removed from the payroll on or before a specific date, or where an Employee cannot be considered for an extension of service past the mandatory retirement age of 65 because of budgetary considerations, the Employer shall provide a monetary lump sum payment for terminal leave in accordance with the provisions of Executive Order 31, dated June 24, 1975.

Section 10. (Leave Regulations)

- a. Effective July 1, 1978, all shortened workday schedules shall be abolished except for Employees who work in non-air conditioned facilities and employees who have traditionally enjoyed shortened workday schedules or heat days in lieu thereof.

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- b. No shortened workday schedules shall be granted to any Employee until the Employee has completed one year of service.
- c. All shortened workday schedules shall begin on July 1 and shall terminate on Labor Day.

Section 11.

If because of malfunctioning of heat or air conditioning apparatus, indoor temperatures fall below 55 degrees (or the current OSHA standard) in winter or above 90 degrees (or the current OSHA standard) in summer, Employees shall continue to be dismissed whenever feasible. If some or all Employees are needed in the offices or warehouses because of the workload, the decision as to how many and who shall remain shall be at the discretion of the Executive Director and the Commissioners of the Board of Elections.

Section 12.

- a. A child care leave of absence without pay shall be granted to an Employee (male or female) who becomes the parent of a child up to four years of age, either by birth or by adoption, for the period of up to forty-eight (48) months. The use of this maximum allowance will be limited to one instance only. All other child care leaves of an Employee shall be limited to a thirty-six (36) month maximum.
- b. Prior to the commencement of child care leave an Employee shall be continued in pay status for a period of time equal to all of the Employee's unused accrued annual leave.
- c. Employees who initially elect to take less than the forty-eight (48) month maximum period of leave or the thirty-six (36) months, may elect to extend such leave by up to two extensions, each extension to be a minimum of six (6) months. However, in no case may the initial leave period plus the one or two extensions total more than forty-eight (48) months or thirty-six (36) months.

Section 13.

When a death in an Employee's family occurs while the Employee is on annual leave, such time as is excusable for death in the family shall not be charged to annual leave or sick leave.

Section 14.

- a. All Employee vacations shall be scheduled at the discretion of the agency and subject to its needs.

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- b. Employees shall have the right to "pick" authorized vacations on the basis of seniority in title in each work location.
- c. For purposes of this Section, seniority shall be defined as length of continuous service after appointment on a full-time permanent basis.

ARTICLE X - SICK LEAVE REGULATIONS

Section 1.

- a. Sick leave allowance of one day per month of service shall be credited to Employees, and shall be used only for personal illness of the Employee.

Effective July 1, 2004, employees may use three (3) days per year from their sick leave balances for the care of ill family members.

Effective July 1, 2004, the use of sick leave for care of ill family members shall be limited to a maximum of one-fourth (1/4) of the amount of sick leave hours accruable by an eligible employee during the current leave year or one-fourth (1/4) of the sick leave hours accruable by a full time employee in the same title during a leave year, whichever is less. Approved usage of sick leave for care of ill family members may be charged in units of one (1) hour.

- b. The number of sick leave allowance days permitted to accumulate shall be unlimited.
- c. Sick leave may be granted at the discretion of the President or Secretary of the Board. Proof of disability must be provided by the Employee, satisfactory to the President or Secretary of the Board. Presentation of a physician's certificate in the prescribed form may be waived by the President or Secretary for absences up to and including three consecutive work days. In a case of protracted disability, such certificate shall be presented to the President or Secretary of the Board at the end of each month of continued absence.
- d. The provisions above notwithstanding, the Employer may waive the requirement for proof of disability unless:
 - (1) An Employee requests sick leave for more than three (3) consecutive work days; or
 - (2) An Employee uses undocumented sick leave more than five (5) times in any subsequent six (6) month "sick leave period." Employees hired after July 1, 1976, shall be subject to the terms of this subsection commencing with the next complete "sick leave period;" or
 - (3) An Employee uses undocumented sick leave more than four (4) times in any subsequent six (6) month "sick leave period" on a day immediately preceding or following a holiday

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or a scheduled day off. Employees hired after July 1, 1976 shall be subject to the terms of this subsection commencing with the next complete "sick leave period."

- e. For the purposes of (d)(2) and (d)(3) above, the calendar year shall be divided into two (2), six (6) month "sick leave periods." They shall be (1) January 1 to June 30 inclusive, and (2) July 1 to December 31, inclusive. An Employee who exceeds the allowable number of undocumented absences in any "sick leave period" pursuant to paragraphs (d)(2) and (d)(3) above shall thereafter, commencing with the next "sick leave period," be required to submit medical documentation, satisfactory to the Board before further sick leave may be approved. The requirement for such documentation shall continue in effect until the employee has worked a complete "sick leave period" without being on sick leave more than two (2) times.
- f. For the purpose of this Section "one time" shall mean the consecutive use of one-half (1/2) or more work days for sick leave. Sick leave taken in units of less than one-half (1/2) work day shall be counted as "one time" on sick leave when the cumulative total of such sick leave amounts of one-half (1/2) day.
- g. The provisions of paragraph d. above notwithstanding, the Board shall have the discretion to waive the medical documentation required pursuant to paragraphs d(2), and d(3), and e. for Employees who have completed their third year of employment and thereafter have a current sick leave balance commensurate with the number of years of employment as follows:

3 years	- 27 days
4 years	- 36 days
5 years	- 45 days
6 years	- 54 days
7 years	- 63 days
8 years	- 72 days
9 years	- 81 days
10 years or more	- 90 days

- h. Any Employee who anticipates a series of three (3) or more medical appointments, which will require a repeated use of sick leave in units of one day or less, shall submit medical documentation indicating the nature of the condition and the anticipated schedule of treatment. Sick leave taken pursuant to said schedule of treatment shall be deemed documented.
 - (i) The medical documentation required by this Section shall be from a health practitioner licensed by the State in which the practitioner practices to diagnose and certify illness or disability.

However, proper verification of hospital confinement by an authorized hospital official either, by telephone or physical means, and approved by the Chief Clerk or the Chief Clerk's designee, shall be acceptable as proof of hospital confinement in lieu of a document from the hospital and therefore the basis for utilization of sick leave.

Section 2.

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An Employee's annual leave shall be changed to sick leave during a period of verified hospitalization. In addition, if an Employee is seriously disabled but not hospitalized while on annual leave, the Board may, at its discretion, approve a change of such leave to sick leave. The decision of the Board in such matters shall not be subject to the grievance procedure.

Section 3.

The normal unit for computation of sick leave shall not be less than one-half days. The President or Secretary of the Board may authorize smaller units of charge in exceptional and unusual circumstances. Credits cannot be earned for the period an employee is on leave of absence without pay. For the earning of sick leave credits, the time recorded on the payroll at the full rate of pay, and the first six months of absence while receiving Worker's Compensation payments shall be considered as time "served" by the Employee.

The "Sick Leave Allowance" shall accrue on an hourly basis and may be utilized in hourly units. The number of hours of sick leave granted shall be based on the number of hours in the respective Employee's work week as follows:

<u>Work Week</u>	<u>Monthly Accrual</u>
35 hours	7 hours

In the calculation of sick leave credits, a full month's credit shall be given to an Employee who has been in full pay status for at least 15 calendar days during that month, provided, however, that (a) where an Employee has been absent without pay for an accumulated total of more than 30 calendar days in the vacation year, the employee shall lose the sick leave credits earnable in one month for each 30 days of such accumulated absence even though in full pay status for at least 15 calendar days in each month during this period, and (b) if an Employee loses sick leave credits under this rule for several months in the vacation year because the Employee has been in full pay status for fewer than 15 days in each month, but accumulated during said months a total of 30 or more calendar days in full pay status, the Employee shall be credited with sick leave credits earnable in one month of each 30 days of such full pay status.

- i. For any employees *newly* hired on or after July 1, 2004, a maximum sick leave accrual of ten (10) days per annum for the first five (5) years of service shall apply. At the beginning of the sixth year of service, the maximum sick leave accrual shall be twelve (12) days per annum.

Section 4.

At the discretion of the President or Secretary of the Board, Employees with at least one (1) year of service who have exhausted all earned sick leave and annual leave balances due to personal illness may be permitted to use unearned sick leave allowance up to the amount earnable in one year of service,

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chargeable against future earned sick leave.

Section 5.

At the discretion of the President or Secretary of the Board, permanent Employees may also be granted sick leave with pay for three months after ten years of service, after all credits have been used. In special instances, sick leave with pay may be further extended by the President or Secretary of the Board. The President or Secretary of the Board shall be guided in this matter by the nature and extent of illness and the length and character of service.

ARTICLE XI - HOLIDAY & LEAVE

Section 1. Authorized Absences with Pay

Absence of Employees for the reasons indicated below, shall be excusable in the discretion of the President of the Board without charge to sick leave or annual leave balances, upon submittal of evidence satisfactory to the President of the Board.

- a. Absence not to exceed four work-days in the case of death in the immediate family. Immediate family shall be defined for this purpose as spouse; natural, foster or step parent, child, brother or sister; father-in-law or mother-law, or any relative residing in the household.
- b. For Jury Duty. Leave for jury duty shall be granted to the Employee provided that the Employee remits to the City an amount equal to the amount received for such jury duty less any amount received as reimbursement for travel expenses; provided, however, that in no case may the Employee be required to remit to the City an amount in excess of the amount of the Employee's salary for the period of such leave with pay.
- c. For Court Attendance Under Subpoena or Court Order. Leave to attend court shall be granted when neither the Employee or anyone related to the Employee has a personal interest in the case, and where said attendance at court is not related to any other employment of the Employee.
- d. Absence required because of Health Department ruling with respect to quarantine.
- e. For attendance at New York City Civil Service examination or for official investigation interview or appointment interview in relation to the resulting eligible list.
- f. For attendance of delegates and alternates at State or National conventions of veterans' organizations and volunteer firefighter's organizations.

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- g.** Absence by Employee representatives, duly designated by Employee organizations operating under the Mayor's Executive Order No. 75, dated March 22, 1973, acting on matters related to the interests of Employees of the Board, to negotiate with and appear before departmental and other City officials and agencies including the Office of Labor Relations, Office of Collective Bargaining, the Board of Estimate, the City Council and the Department of Personnel.
- h.** Latenesses caused by a verified major failure of public transportation, such as a widespread or total power failure of significant duration or other catastrophe of similar severity, shall be excused.

Prior notice to an authorization by the President of the Board or the President's designated representative is required for absence under (b), (c), (e), (f) and (g) of Section 1a. The Employees shall give notice to the Board as soon as possible in all other cases.

Section 2.

Employees who are on agency approved work-study paid leave-of-absence shall not have annual leave credits deducted unless they actually request and take such annual leave, provided that annual leave accruals do not exceed the maximum permitted by this Agreement.

Section 3.

Leaves of absence without pay for reasons not covered in the foregoing rules may be granted to permanent full time, per annum Employees by the President of the Board not to exceed one year. Extensions of such leave may be granted by the President of the Board not to exceed an additional period of one year.

Section 4.

The regular holidays with pay shall be:

- | | |
|-----------------------|------------------|
| New Year's Day | Labor Day |
| Martin L. King Day | Columbus Day |
| Lincoln's Birthday | Veteran's Day |
| Washington's Birthday | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | |

* One additional day in lieu of Election Day to be designated by the Board after prior notification to the Union.

**Effective July 1, 2004, Lincoln's Birthday shall no longer be a regular holiday with pay for any Employee.

Section 5.

When a holiday falls on a Saturday, it shall be observed on the preceding Friday; when a holiday falls

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on a Sunday, it shall be observed on the following Monday. However, when the Executive Director deems it necessary to keep facilities open on both Monday and Friday, Employees may be scheduled to take time off on either the Monday or Friday.

Section 6.

- a. If an Employee is required to work on any of the eleven (11) holidays listed in this Section, the Employee shall receive a fifty percent (50%) cash premium for all hours worked on the holiday and shall, in addition, receive compensatory time off at the Employee's regular rate of pay. Compensatory time off earned pursuant to this Section may be scheduled by the agency either prior to or after the day on which the holiday falls.
- b. If a holiday designated pursuant to this Agreement falls on a Saturday, the fifty percent (50%) cash premium and compensatory time off at the Employee's regular rate of pay shall apply only to those Employees who are required to work on the Saturday holiday. Employees required to work on the Monday or Friday designated by the Board for holiday observance when a holiday falls on a Saturday or a Sunday shall receive compensatory time only. With respect to an Employee who is scheduled to work on both the Saturday holiday and the day designated for observance: (1) If the Employee is required to work on only one of such days, the Employee shall be deemed to have received compensatory time off (and shall receive the fifty percent (50%) cash premium when required to work on the Saturday holiday) or (2) if the Employee is required to work on both such days, the Employee shall receive the fifty percent (50%) cash premium and compensatory time off at the Employee regular rate of pay for all hours worked on the Saturday holiday.
- c. However, if the Employee is required to work on a holiday which falls on the Employee's scheduled day off, the Employee may choose whether such holiday work is to be compensated by the fifty percent (50%) cash premium and compensatory time off provided for above, or, if the Employee is otherwise eligible, by the overtime provisions of Article VIII. An Employee shall not receive for the same hours of work both (1) overtime pay, and (2) the fifty percent (50%) cash premium and compensatory time off.

ARTICLE XII - PERSONNEL PRACTICE

Section 1. Personnel Folder

- a. An Employee shall be required to accept a copy of any evaluatory statement of the Employee's work performance or conduct prepared during the term of this Agreement if such statement is to be placed in the Employee's permanent personnel folder whether at the central office of the agency or in another work location. Prior to being given a copy of such evaluatory statement, the Employee must sign a form which shall indicate only that the Employee was given a copy of the evaluatory statement but that the Employee does not necessarily agree with its contents. The Employee shall have the right to answer any such evaluatory statement filed and the answer shall be attached to the file copy. Any evaluatory statement with respect to the Employee's work performance or conduct, a copy of which is not given to the Employee, may not be used in any subsequent disciplinary actions against the Employee.

An Employee shall be permitted to view the Employee's personnel folder once a year and when

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an adverse personnel action is initiated against the Employee by the Employer. The viewing shall be in the presence of a designee of the Employer and held at such time and place as the Employer may prescribe.

- b. All Employees who receive an evaluatory statement shall receive a form which the Employee may fill out listing their duties. Management may use this form in its evaluatory statement. This form will be attached to the evaluation in the personnel file.

Section 2.

If an Employee finds in the Employee's personnel folder any material relating to the Employee's work performance or conduct in addition to evaluatory statements prepared after July 1, 1967, the Employee shall have the right to answer any such material filed and the answer shall be attached to the file copy.

Section 3.

- a. At all times it shall be the responsibility of the Board to inform the Employee of the Employee's accumulated time sufficiently in advance to allow the Employee enough time to use accrued time prior to separation from service. It shall be the Employee's responsibility to use such accrued time prior to the date the Employee must be off payroll, whether by mandatory retirement or by the end of the extension period.
- b. Extensions shall not be granted in order to exhaust accrued leave.
- c. If while in covered employment under the terms of this Agreement an Employee dies, the Board shall notify the beneficiary designated by the Employee in the Employee's personnel folder as to what benefits may be available from the Board and as to where claims may be initiated for such benefits.
- d. The Board shall promptly notify the appropriate retirement system and request that it communicate with the beneficiary designated in the system's record.

Section 4.

Daily time records shall be maintained showing the actual hours worked by each Employee.

Section 5.

Upon appointment to a City Agency from a Civil Service eligible list immediately following continuous Board service, all sick leave, annual leave balances and compensatory time balances to a maximum of 200 hours shall be transferred with the Employee.

Section 6.

On a date prior to July 1 of each year, the Board of Elections shall furnish to each Employee an annual statement of all leave balances (sick leave, annual leave, compensatory time) accumulated as of the end of the vacation year.

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Section 7.

If an Employee's paycheck is lost by the Employer, the Employer shall secure a handwritten replacement check for the Employee within three (3) working days after receipt of an affidavit by the Employee stating that the Employee has not received the lost check or any proceeds from it.

Section 8.

There shall be a shift differential of ten percent (10%) for all Employees covered by this Agreement for all scheduled hours of work between 6 P.M. and 8 A.M. with more than one hour of work between 6 P.M. and 8 A.M.

i. For any employees *newly* hired after July 1, 2004, during their first three (3) years of employment only, this provision shall apply to scheduled hours of work between 8:00 P.M. and 8:00 A.M.

An Employee working overtime shall not receive a shift differential for such work, but shall receive overtime pay or compensatory time as provided for in Article VIII.

Section 9. Absence Due to Injury Incurred in the Performance of Official Duties

An Employee physically disabled in the performance of the Employee's official duties who has accrued sick and/or annual leave or has been advanced credits in accordance with these Leave Regulations may elect one of the following, in addition to the benefits to which the Employee is entitled under the Worker's Compensation Law, such election to be made within the first seven calendar days of absence by the Employee or someone in the Employee's behalf:

- a. To receive the difference between the amount of the Employee's weekly salary and the compensation rate, provided that:
 - (1) The injured Employee or any authorized person acting in the Employee's behalf makes the request in writing, and
 - (2) The injured Employee or any authorized person acting in the Employee's behalf agrees that a pro-rated charge be made against the Employee's sick leave and/or annual leave balances equal to the number of working days of absence less the number of working days represented by the Worker's Compensation payments, and
 - (3) The injured Employee has the necessary accrued sick leave and/or annual leave balance or has been advanced credits in accordance with these against which the supplementary pay can be charged, and
 - (4) The injured Employee was not guilty of willful gross disobedience of safety rules or willful failure to use a safety device or was not under the influence of alcohol or narcotics at the time of injury or did not willfully intend to bring about injury or death upon himself or another, and

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- (5) The injured Employee undergoes such medical examinations as are requested by the Worker's Compensation Division of the Law Department and the Board of Elections, when found fit for duty by said physicians, returns to employment.
- b. To receive Worker's Compensation benefits in their entirety with no charge against sick leave and/or annual leave:

During the period when an injured Employee is receiving Worker's Compensation and the differential to bring the Employee to full pay, the Employee will be carried on full pay status and this time shall be counted for retirement benefits.

The President of the Board of Elections is empowered to grant a leave of absence with pay for the first week's absence of an Employee covered by Worker's Compensation who is physically disabled in the performance of official duties.

Upon the determination of the President of the Board of Elections that an Employee has been physically disabled because of an assault arising out of and in the course of the Employee's employment, the agency head will grant the injured Employee a leave of absence with pay not to exceed eighteen months. No such leave with pay shall be granted unless the Worker's Compensation Division of the Law Department advises the President of the Board in writing that the Employee's injury has been accepted by the Division as compensable under the Worker's Compensation law, or, if such injury is not accepted by the Division as compensable under such law, unless the Worker's Compensation Board determines that such injury is compensable under such law. If an Employee is granted a leave of absence with pay pursuant to this Section, the Employee shall receive the difference between the Employee's weekly salary and the Employee's compensation rate with charge against annual leave or sick leave. The Employee shall, as a condition of receiving benefits under this Section, execute an assignment of the proceeds of any judgment or settlement in any third party action arising from such injury, in the amount of the pay and medical disbursements received pursuant to this Section but NOT to exceed the amount of such proceeds. Such assignment shall be in the form prescribed by the Corporation Counsel.

Section 10.

Within forty-five (45) days of the receipt by the Worker's Compensation Division of the Law Department of a claim for Worker's Compensation the City shall notify the claimant that the Employee's claim has been approved or disapproved.

Failure to notify the Employee within the forty-five (45) day time limit may be grieved at Step III of the grievance procedure without resort to previous steps.

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Section 11.

Retirees shall continue to have the option of changing their previous choice of Health Plans. This option shall be:

- (a) a one time choice;
- (b) exercised only after one year of retirement;
- (c) can be exercised at any time without regard to contract periods;
- (d) The effective date of change to a new plan shall be the first day of the month in which the application has been received by the New York City Health Insurance Program.

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

Section 12.

When a permanent Employee is summoned to an interview which may lead to a disciplinary action and which is conducted by someone outside the normal supervisory chain of command, the following procedure shall apply:

- (a) Employees who are summoned to the appropriate office of the Board shall be notified, whenever feasible, in writing, at least two (2) work days in advance of the day on which the interview or hearing is to be held, and a statement of the reason for the summons shall be attached, except where an emergency is present or where considerations of confidentiality are involved.
- (b) Whenever such an Employee is summoned for an interview or hearing for the record which may lead to disciplinary action, the Employee shall be entitled to be accompanied by a Union representative or a lawyer, and the Employee shall be informed of this right. If a statement is taken, the Employee shall be entitled to a copy.
- (c) Wherever possible, such hearings and interviews shall be held in physical surroundings which are conducive to privacy and confidentiality.

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ARTICLE XIII - BULLETIN BOARDS: EMPLOYER FACILITIES

Section 1.

The Union may post notices on bulletin boards in places and locations where notices usually are posted by the Employer for the Employees to read. All notices shall be on Union stationery, and shall be used only to notify Employees of matters pertaining to Union affairs.

The Employer will make available, in each borough office, space in which the Union may place its own bulletin board, which shall be clearly marked as such.

Upon request to the responsible official in charge of a work location, the Union may use Employer premises for meetings during Employees' lunch hours, subject to availability of appropriate space and provided such meetings do not interfere with Employer business.

Section 2.

The Employer will make available a space which will be locked in which personal items may be stored during working hours.

ARTICLE XIV - LABOR-MANAGEMENT COMMITTEE

Section 1.

The Employer and the Union, having recognized that cooperation between management and Employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a labor-management committee.

Section 2.

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

Section 3.

The 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 Board of Elections shall designate three members. Vacancies shall be filled by the appointing party for the balance of the term to be served.

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Each member may designate one alternate. The committee shall select a chairperson from among its members at each meeting. The chairpersonship of the committee shall alternate between the members designated by the Board and the members designated by the Union. A quorum shall consist of a majority of the total membership of a committee. The committee shall make its recommendations to the Board in writing.

Section 4.

The labor-management committee shall meet at the call of either the Union members or the Board 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 Board and the Union agree that the matters of productivity and incentives are appropriate subjects for discussion in the labor-management committee.

ARTICLE XV - NO STRIKES

In accordance with the New York City Collective Bargaining Law, as amended, neither the Union nor any Employee shall induce or engage in any strikes, slowdowns, work stoppages, or mass absenteeism, or induce any mass resignations during the term of this Agreement. If during the term of this Agreement, Employees independently engage in any conduct prohibited by this Article, the Union shall exert its best efforts to cause such Employees to return to work.

ARTICLE XVI - HEALTH & SAFETY

- a. A Labor-Management Health and Safety Committee shall be established in the Board. The Committee shall be composed of three labor and three management representatives for a total of six members. The management representatives shall be designated by the agency President. The committee shall meet bi-monthly or at the written request of the three labor or the three management representatives for the purpose of discussing health and safety problems in the agency and making recommendations to the President of the Board. The written request shall indicate the specific condition for which the meeting is being called.
- b. Adequate, clean, structurally safe and sanitary working facilities shall be provided for all Employees.
- c. Motor vehicles and power equipment which are in compliance with minimum standards of applicable law shall be provided to Employees who are required to use such devices.

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- d. Where necessary, first aid chests, adequately marked and stocked shall be provided by the Employer in sufficient quantity for the number of Employees likely to need them and such chests shall be reasonable accessible to the Employees.
- e. The Employer agrees that the contingency plan for bomb scares which has been designed and transmitted to the operating agencies remains in effect.
- f. The sole remedy for alleged violations of this Article shall be a grievance pursuant to Article VII of this Agreement. Any Employee who withholds services as a means of redressing or otherwise protesting alleged violations of this Article shall be docked pay for any unauthorized non-performance of work and may be subject to any appropriate disciplinary action.
- g. In construing this Article, an arbitrator shall initially have the power only to decide whether the subject facilities meet the standards of subsection b of this Article but may not affirmatively direct how the Employer should comply with this Article. If the arbitrator determines that the Employer is in violation of this Article, the Employer shall take appropriate steps to remedy the violation. If in the opinion of the Union the Employer does not achieve compliance within a reasonable period of time, the Union may reassert its claim to the arbitrator. Upon such second submission, if the arbitrator finds that the Employer has had a reasonable time to comply with the terms of this Article and has failed to do so, then and only then, the arbitrator may order the Employer to follow a particular course of action which will effectuate compliance with the terms of this Article. However, such remedy shall not exceed appropriations available in the current budget allocation for the involved agency for such purposes.
- h. The Employer shall make reasonable efforts to provide for the personal security of Employees working in office buildings operated by the Employer, during such hours as said locations are open to the public.

ARTICLE XVII - BARGAINING BAR DURING TERM OF AGREEMENT

Section 1.

The parties acknowledge that they have raised and negotiated in good faith concerning all mandatory subjects of collective bargaining and that the terms of this Agreement represent their entire agreement after such negotiations. All subjects not provided for herein were disposed of in the course of negotiations; and the parties accordingly acknowledge that there remains no further duty to bargain concerning them unless consented to in writing.

Section 2.

Nothing herein shall authorize or require collective bargaining between the parties during the term of

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this Agreement, except that the parties may mutually agree to engage in collective bargaining where (a) the matter was not specifically covered by the Agreement or raised as an issue during the negotiations out of which such agreements arose and (b) there shall have arisen a significant change in circumstances with respect to such matter which could not reasonably have been anticipated by both parties at the time of the conclusion of negotiations.

Section 3.

There shall be no resumption of negotiations during the term of an agreement upon the claim that the agreement is not consummated or not executed or that one of the parties promised to resume negotiations on any particular matter unless such claim is substantiated by a written document signed by the party against whom the claim is made.

ARTICLE XVIII - APPLICABLE LAWS AND REGULATIONS

Section 1.

This Agreement and each of its provisions are expressly made subject to New York State Election Law Section 3-300 and in no way are intended to, nor do they in any manner reduce, lessen, diminish nor impair the rights and obligations of the Board of Elections of the City of New York as set forth in said Section 3-300 of the Election Law.

Section 2.

The provisions of the Agreement as qualified in Section 1. are further subject to and are governed by all applicable existing and future laws and regulations and Mayoral Executive Order No. 52 and the amendments thereto which are deemed applicable to this Agreement.

ARTICLE XIX - APPENDICES

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

ARTICLE XX - 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.

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ARTICLE XXI - FINANCIAL EMERGENCY ACT

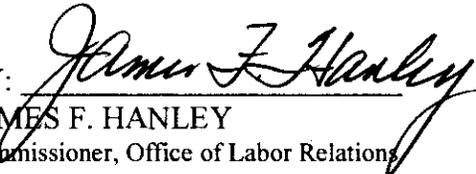
The provisions of this Agreement are subject to applicable provisions of law, including the New York State Financial Emergency Act for the City of New York as amended.

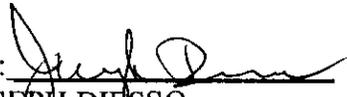
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WHEREFORE, we have hereunto set our hands and seals this 21st day of May, 2010

CITY OF NEW YORK AND THE BOARD OF ELECTIONS IN THE CITY OF NEW YORK

COMMUNICATIONS WORKERS OF AMERICA AFL-CIO, ON BEHALF OF ITSELF AND ITS LOCAL 1183

BY: 
JAMES F. HANLEY
Commissioner, Office of Labor Relations

BY: 
JOSEPH DIESSO
Communication Workers of America

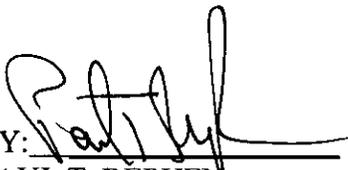
BOARD OF ELECTIONS

LOCAL 1183

BY: 
JULIE DENT
President, Board of Elections

BY: 
NICHOLAS B. ZIMMITTI
President, Local 1183

APPROVED AS TO FORM:

BY: 
PAUL T. REPHEN
Acting Corporation Counsel

OFFICE OF LABOR RELATIONS	
REGISTRATION	
OFFICIAL	CONTRACT
DATE SUBMITTED TO THE FINANCIAL CONTROL BOARD: _____, 2010	
NO: 10013	DATE: MAY 21 2010
_____	_____

DATE SUBMITTED TO THE FINANCIAL CONTROL BOARD: _____, 2010

UNIT: BOARD OF ELECTIONS

TERM: June 19, 2008 to June 18, 2010

Appendix A
Longevity Increment Eligibility Rules

The following rules shall govern the eligibility of Employees for the longevity increments provided for in Section 8 of the 2008-2010 CWA Agreement.

1. Only service in pay status shall be used calculate the 5, 10, and 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 5, 10, and 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 5, 10, and 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 of 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 5, 10, and 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 the paragraph 2 above.
 - a. time on a leave approved by the proper authority which is consistent with **the Personnel Rules and Regulations of the City of New York** or the appropriate personnel authority of a covered organization.
 - b. time prior to a reinstatement.
 - c. time on a preferred list pursuant to **Civil Service Law Sections 80 and 81** or any similar contractual provision.
 - d. time not in pay status of 31 days or less.

Notwithstanding the above, such time as specified in subsection a, b and c above shall not be used to calculate the 5, 10, and 15 years of service.

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4. Once an Employee has completed the 5 years of "City" service in pay status and is eligible to receive the \$466 longevity increment, the additional \$250 or \$550 longevity increment, the \$466, the additional \$250 or \$550 shall become part of the Employee's base rate for all purposes except as provided in paragraph 5 below.
5. The \$466, additional \$250 and \$550 longevity increment shall not become pensionable until fifteen months after the Employee becomes eligible to receive such \$466, \$250 or \$550 increment. Fifteen months after the Employee becomes eligible to receive the \$466, the \$250 or the \$550 longevity increment, such \$466, \$250 or \$550 longevity increment shall become pensionable and as part of the Employee's base rate, shall be subject to the general increase provided in Section 4a of the 1992-95 CWA Economic Agreement.

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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

Joseph Diesso, Director
 Civil Service Division
 Communications Workers of America
 80 Pine Street - 37th floor
 New York, NY 10005

Nicholas B. Zimmitti
 President, Local 1183
 Communications Workers of America
 80 Pine Street
 New York, NY 10005

Re: 2008-2010 CWA Local 1183 Agreement

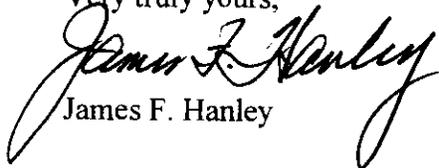
Dear Mr. Diesso and Mr. Zimmitti:

This is to confirm the understanding of the parties that the union demands which are listed below shall be discussed by the labor-management committee.

15. In Article XVI define "clean," "sanitary," "structurally safe" and "adequate."
17. There should be a voice communications device in all elevators.

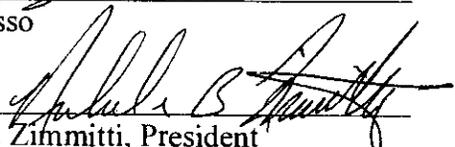
If this conforms with your understanding, please countersign below.

Very truly yours,


 James F. Hanley

**AGREED AND ACCEPTED ON BEHALF OF
 CWA, Local 1183**

BY: 
 Joseph Diesso


 Nicholas B. Zimmitti, President

10013



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

Joseph Diesso, Director
Civil Service Division
Communications Workers of America
80 Pine Street - 37th floor
New York, NY 10005

Nicholas B. Zimmitti
President, Local 1183
Communications Workers of America
80 Pine Street
New York, NY 10005

Re: 2008-2010 CWA Local 1183 Agreement

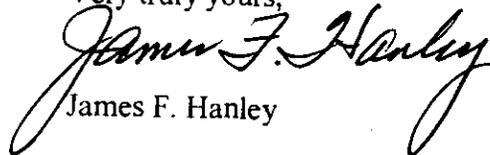
Dear Mr. Diesso and Mr. Zimmitti:

This is to confirm the understanding of the parties that the Board of Elections shall continue to have the paychecks of its employee members of Local 1183 (along with paychecks of other employees) delivered to each Boro Office in bulk in a sealed envelope. However, the clerk(s) assigned to distribute the paychecks to each employee shall be instructed not to divulge the contents of any employee's paycheck.

The W2 forms which are distributed once a year and documents concerning a specific employee's pension shall be placed and delivered to each employee in a sealed envelope.

If this conforms with your understanding, please countersign below.

Very truly yours,


James F. Hanley

10013

**AGREED AND ACCEPTED ON BEHALF OF
CWA, Local 1183**

BY: _____

Joseph Diesso

Nicholas B. Zimmitti, President

10013



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

Joseph Diesso, Director
Civil Service Division
Communications Workers of America
80 Pine Street - 37th floor
New York, NY 10005

Nicholas B. Zimmitti
President, Local 1183
Communications Workers of America
80 Pine Street
New York, NY 10005

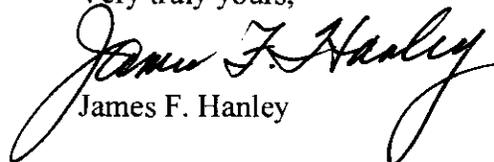
Re: 2008-2010 CWA Local 1183 Agreement

Dear Mr. Diesso and Mr. Zimmitti:

This is to confirm the understanding of the parties that the Board of Elections shall conduct fire drills twice a year at each of its borough offices. If feasible, a fire drill should be conducted within the first 10 days of the months of March and another during the first ten days of the month of October.

If this conforms with your understanding, please countersign below.

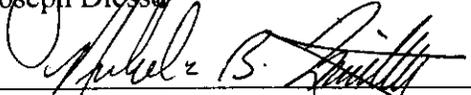
Very truly yours,


James F. Hanley

10013

**AGREED AND ACCEPTED ON BEHALF OF
CWA, Local 1183**

BY: 
Joseph Diesso


Nicholas B. Zimmitti, President

10013



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

Joseph Diesso, Director
Civil Service Division
Communications Workers of America
80 Pine Street - 37th floor
New York, NY 10005

Nicholas B. Zimmitti
President, Local 1183
Communications Workers of America
80 Pine Street
New York, NY 10005

Re: 2008-2010 CWA Local 1183 Agreement

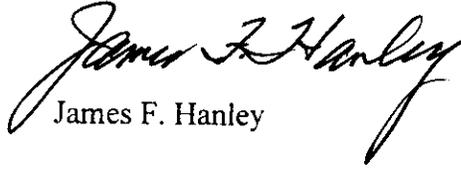
Dear Mr. Diesso and Mr. Zimmitti:

This is to confirm the understanding of the parties that during the term of the above-mentioned agreement the Board of Elections shall advise Local 1183 of proposed technological changes prior to the time of implementation if the proposed changes will directly affect bargaining unit employees. The Boards' decision on this issue shall not be subject to the grievance procedure. However, should the Board fail to advise Local 1183 of proposed technological changes as described above, the Office of Labor Relations shall intervene to assure compliance with this understanding.

If this conforms with your understanding, please countersign below.

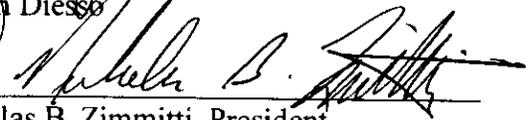
10-013

Very truly yours,


James F. Hanley

**AGREED AND ACCEPTED ON BEHALF OF
CWA, Local 1183**

BY: 
Joseph Diesso


Nicholas B. Zimmitti, President

10-018



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

Joseph Diesso, Director
Civil Service Division
Communications Workers of America
80 Pine Street - 37th floor
New York, NY 10005

Nicholas B. Zimmitti
President, Local 1183
Communications Workers of America
80 Pine Street
New York, NY 10005

Re: 2008-2010 CWA Local 1183 Agreement

Dear Mr. Diesso and Mr. Zimmitti:

This is to confirm the understanding of the parties that during the term of the above-mentioned agreement the Board of Elections shall notify Local 1183 whenever disciplinary action is taken against a Local 1183 member. In the event the Board fails to comply with the understanding, the Union's sole remedy shall be an appeal to the Office of Labor Relations.

If this conforms with your understanding, please countersign below.

Very truly yours,

James F. Hanley
James F. Hanley

**AGREED AND ACCEPTED ON BEHALF OF
CWA, Local 1183**

BY: *Joseph Diesso*
Joseph Diesso

Nicholas B. Zimmitti
Nicholas B. Zimmitti, President

10013



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

Joseph Diesso, Director
Civil Service Division
Communications Workers of America
80 Pine Street - 37th floor
New York, NY 10005

Nicholas B. Zimmitti
President, Local 1183
Communications Workers of America
80 Pine Street
New York, NY 10005

Re: 2008-2010 CWA Local 1183 Agreement

Dear Mr. Diesso & Mr. Zimmitti:

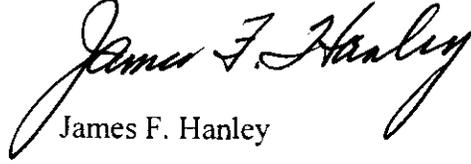
For your information, please note the following:

- 1) Where practicable the Commissioners of the Board of Elections will attempt to make promotions from within the Board of Elections.
- 2) The Administrative Code Title B (City Commission on Human Rights) and Executive Order No. 22 of 1970 (Prohibiting Discrimination in Employment by the City Department and Agencies) remains in full force and effect.
- 3) If the Union so desires and can provide to the City an estimate of the number of Local 1183 members who wish to join the CWA Savings and Retirement Trust, the City will meet with the Union and Representatives of the Comptroller Office, to attempt to devise a mechanism permitting employee deductions and transmittal of monies to the CWA Savings and Retirement Trust.

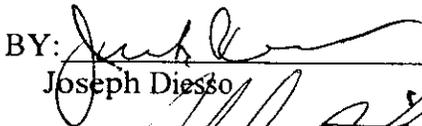
10-013

4) The Board agrees that the names and original appointment dates of all current Board of Elections employees who are represented by Local 1183 will be provided to the employees within 30 days of the final approval of Local 1183's 1984-87 collective bargaining agreement. However, names and appointment dates will be provided only to the extent that such information is readily accessible to the Board.

Very truly yours,


James F. Hanley

**AGREED AND ACCEPTED ON BEHALF OF
CWA, Local 1183**

BY: 
Joseph Diesso

Nicholas B. Zimmitti, President

10-013



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

Joseph Diesso
Director, Civil Service Division
Communication Workers of America
80 Pine Street, 37th floor
New York, NY 10005

Nicholas B. Zimmitti
President, Local 1183
Communications Workers of America
80 Pine Street
New York, NY 10005

Re: 2008-2010 CWA Local 1183 Agreement

Dear Mr. Diesso and Mr. Zimmitti:

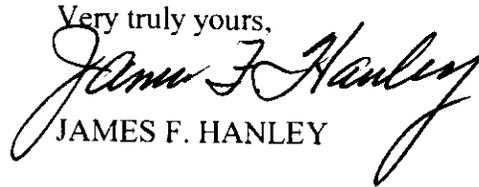
This is to confirm certain mutual understandings and agreements regarding the above captioned Agreement.

For the purposes of Section 2(a), "approved leave" is further defined to include:

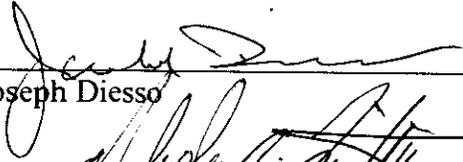
- a. maternity/childcare leave
- b. military leave
- c. unpaid time while on jury duty
- d. unpaid leave for union business pursuant to Executive Order 75
- e. unpaid leave pending workers' compensation determination
- f. unpaid leave while on workers' compensation option 2
- g. approved unpaid time 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

10013

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
CWA, Local 1183**

BY: 
Joseph Diesso

Nicholas B. Zimmitti, President

10013



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

Joseph Diesso
Director, Civil Service Division
Communication Workers of America
80 Pine Street, 37th floor
New York, NY 10005

Nicholas B. Zimmitti
President, Local 1183
Communications Workers of America
80 Pine Street
New York, NY 10005

Re: 2008-2010 CWA Local 1183 Agreement

Dear Mr. Diesso and Mr. Zimmitti:

- a. Funding was not provided to permit the application of the general increases to the longevity increments provided in various separate unit agreements. Therefore the provisions of Section 3 (a)(i) of the *2008-2010 CWA Local 1183 Agreement* shall *not* apply to such longevity increments.
- b. Notwithstanding the above, once an employee has completed the required years of "City" service in pay status and is eligible to receive the longevity increment, the payment shall become part of the employee's base rate for all purposes except as provided in paragraph c. below.
- c. The longevity increment shall not become pensionable until fifteen months after the employee begins to receive such increment. Fifteen months after the employee begins to receive the longevity increment, such longevity increment shall become pensionable and as part of the employee's base rate, the longevity increment shall be subject to the general increases provided in Section 3 (a) of this Agreement.

10-013

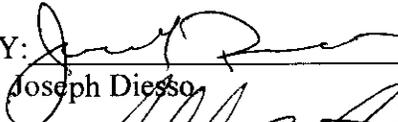
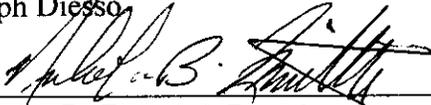
d. All other provisions of Appendix A shall remain in full force and effect.

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
CWA, Local 1183**

BY: 
Joseph Diesso

Nicholas B. Zimmitti, President

10.013



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

Joseph Diesso
Director, Civil Service Division
Communication Workers of America, AFL-CIO
80 Pine Street, 37th floor
New York, NY 10005

Nicholas B. Zimmitti
President, Local 1183
Communications Workers of America
80 Pine Street
New York, NY 10005

Re: 2008-2010 CWA Local 1183 Agreement

Dear Mr. Diesso and Mr. Zimmitti:

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

Additional Compensation Fund

Effective June 18, 2010, the bargaining unit used all of their available funds not to exceed 0.10% to increase the contribution paid on behalf of each full-time active and retiree by \$33 per annum to the welfare fund. The funds available were 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.

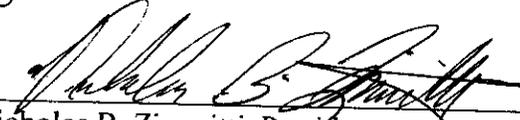
Very truly yours,


JAMES F. HANLEY

10013

AGREED AND ACCEPTED ON BEHALF OF CWA

BY: 
Joseph Diesso

BY: 
Nicholas B. Zimmitti, President

10.013