



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

CBU 24

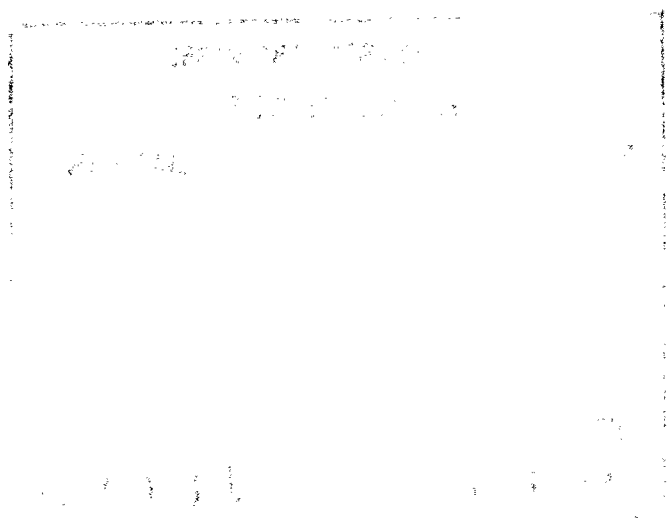
**JAMES F. HANLEY**  
*Commissioner*  
**PAMELA S. SILVERBLATT**  
*First Deputy Commissioner*

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES  
 FROM: JAMES F. HANLEY, COMMISSIONER *James F. Hanley*  
 SUBJECT: EXECUTED CONTRACT: BOARD OF ELECTIONS  
 TERM: AUGUST 8, 2006 TO JUNE 18, 2008

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: 8/23/06



**2006-2008 BOARD OF ELECTIONS AGREEMENT**

**AGREEMENT** entered into this <sup>47</sup> 20 day of Feb, 2007 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 August 8, 2006 to June 18, 2008.

**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)

- \* 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.

L)	Temporary Clerk*			
M)	Senior Clerk*			
N)	Key Punch/Tab Operator *			
O)	Computer Operator	\$33,963	\$35,661	\$49,844
P)	Programmer	\$38,503	\$40,428	
Q)	Project Coordinator	\$68,258	\$71,671	
R)	Associate Staff Analyst	\$58,460	\$61,383	\$79,474
S)	Senior Computer Programmer	\$49,521	\$51,997	\$63,351
T)	Technical Support Specialist	\$42,246	\$44,358	\$56,166
U)	Trainer Assistant	\$21.27/hour	\$22.33/hour	

\* See Page 5 below

**\*Effective September 8, 2006**

	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	\$11.55	\$11.71	\$11.89	\$12.06
M. SENIOR CLERK	\$12.17	\$12.29	\$12.41	\$12.61
N. KEY PUNCH/TAB OPERATOR	\$13.70	\$13.76	\$13.80	\$13.94

**\*Hired On or After September 8, 2006**

	Hired On or After
	9/8/06
L. TEMPORARY CLERK	\$11.00
M. SENIOR CLERK	\$11.59
N. KEY PUNCH/TAB OPERATOR	\$13.05

**b. Effective March 8, 2007**

**i. Hiring Rate      Incumbent Rate      ii. Maximum**

TITLES

A)	Clerk to the Board	\$25,820	\$27,111
	Attendant		
	Typist		
	Stenographer		
	Key Punch Operator		
	Tabulator Operator		
	Sr. Tabulator Operator		
	Secretary to Commissioner		
	Inspector		
B)	Voting Machine Technician	\$26,493	\$27,818

### **New Hires**

The following provisions shall apply to Employees newly hired on or after September 8, 2006:

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 September 8, 2006, Employees shall receive a general increase of 2 percent.
  - ii. Effective March 8, 2007, Employees shall receive a general increase of 5 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 September 7, 2006;
  - 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 March 7, 2007;
- 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 be applied to the following "additions to gross:" advancement increases.

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.

- 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  
Blue Collar Employment

17 1/2 hours per week  
20 hours per week

- 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.



**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

**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 proposed hearing dates for such cases.
- (2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) raise any objections thereto.

**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.

**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:

$$\frac{1}{261 \times 7}$$

or

$$\frac{1}{1827}$$

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.

<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

	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

**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.

- 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



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,

- 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

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.

- (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.

### **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.

- 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

**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.

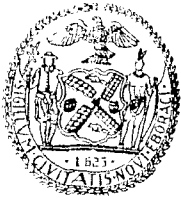
Appendix A  
Longevity Increment Eligibility Rules

The following rules shall govern the eligibility of Employees for the longevity increments provided for in Section 8 of the 2006-2008 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.





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

**JAMES F. HANLEY**  
*Commissioner*  
**PAMELA S. SILVERBLATT**  
*First Deputy Commissioner*

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: 2006-2008 CWA Local 1183 Agreement

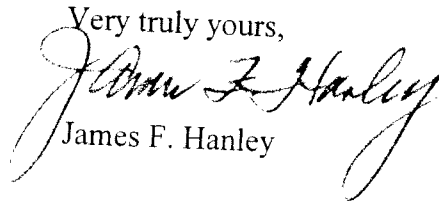
Dear Mr. Diesso and Mr. Zimmitti:

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

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

BY: Joseph Diesso  
Joseph Diesso

Nicholas B. Zimmitti  
Nicholas B. Zimmitti, President

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

BY: Joseph Diesso  
Joseph Diesso

Nicholas B. Zimmitti  
Nicholas B. Zimmitti, President

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

1183



THE CITY OF NEW YORK

# OFFICE OF LABOR RELATIONS

40 Rector Street, New York, NY 10006-1705

<http://nyc.gov/olr>

**JAMES F. HANLEY**

*Commissioner*

**PAMELA S. SILVERBLATT**

*First Deputy Commissioner*

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: 2006-2008 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.



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

**JAMES F. HANLEY**

*Commissioner*

**PAMELA S. SILVERBLATT**

*First Deputy Commissioner*

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

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

Re: 2006-2008 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



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

**JAMES F. HANLEY**

*Commissioner*

**PAMELA S. SILVERBLATT**

*First Deputy Commissioner*

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

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

Re: 2006-2008 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 *2006-2008 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.



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

**JAMES F. HANLEY**  
*Commissioner*  
**PAMELA S. SILVERBLATT**  
*First Deputy Commissioner*

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

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

**Re: 2006-2008 CWA Local 1183 Agreement**

Dear Mr. Diesso and Mr. Zimmitti:

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

**Transit Check**

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

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

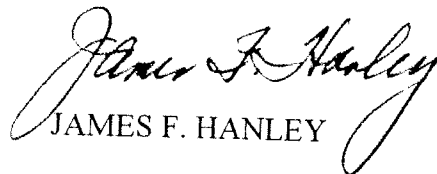


**Performance Compensation Procedures**

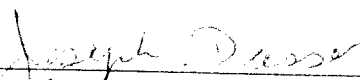
The Letter Agreement between the City of New York and District Council 37 regarding such criteria and procedures insofar as they relate to the City of New York's "Performance Compensation Procedures" shall apply.


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

Very truly yours,

  
JAMES F. HANLEY

**AGREED AND ACCEPTED ON BEHALF OF CWA**

BY:   
Joseph Diesso

BY:   
Nicholas B. Zimmitti, President

Criteria

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

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

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

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

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

Very truly yours,

*James F. Hanley*  
JAMES F. HANLEY

**AGREED AND ACCEPTED ON BEHALF OF CWA**

BY: *Joseph Diesso*  
Joseph Diesso

BY: *Nicholas B. Zimmitti*  
Nicholas B. Zimmitti, President