



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
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Commissioner
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First Deputy Commissioner

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES
FROM: JAMES F. HANLEY, COMMISSIONER *James F. Hanley*
SUBJECT: EXECUTED CONTRACT: WIPERS (UNIFORMED)
TERM: AUGUST 1, 2008 TO JULY 31, 2010

Attached for your information and guidance is a copy of the executed contract entered into by the Commissioner of Labor Relations on behalf of the City of New York and the Uniformed Firefighters Association on behalf of the incumbents of positions listed in Article I of said contract.

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

DATED: AUG 20 2009

OFFICE OF LABOR RELATIONS	
REGISTRATION	
OFFICIAL	CONTRACT
NO: 10005	DATE: AUG 20 2009

**WIPERS (UNIFORMED)
2008 - 2010 AGREEMENT**

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**WIPERS (UNIFORMED)
2008 - 2010 AGREEMENT**

AGREEMENT entered into this 20th day of Aug 2009, by and between the City of New York (hereinafter referred to as the "Employer"), and the Uniformed Firefighters Association of Greater New York, (hereinafter referred to as the "Union"), for the period from August 1, 2008 through July 31, 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 - RECOGNITION

Section 1.

The employer recognizes the Union as the sole collective bargaining agent for the unit consisting of all Wipers (Uniformed) employed by the Fire Department of the City of New York.

Section 2.

The terms "employee" or "employees" as used in the Agreement shall mean only those persons employed in the titles described in Section 1 of this Article.

ARTICLE II - UNION SECURITY

Section 1.

The Employer agrees that all employees may become and remain members of the union in good standing.

Section 2.

The Employer further agrees that all new employees hired subsequent to the date of signing this Agreement may become and remain members of the Union in good standing.

Section 3.

It is further agreed that the decision to become or remain members of the Union in good standing shall remain discretionary both with the employees and with the Union subject to the provisions of Section 12-314 of the Administrative Code.

Section 4.

- A. The Union shall have the exclusive right to the checkoff and transmittal of dues in behalf of each employee in the Unit and the City shall checkoff and transmit such dues to the Union, all in accordance with the Mayor's Executive Order #98, dated May 15, 1969, entitled "REGULATIONS REGULATING 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. The 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 the proper form, acceptable to the City, which bears the signature of the employee.

Section 5.

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

ARTICLE III - WORK SCHEDULE

Section 1.

- A. Working hours of Wipers (Uniformed), shall be in accordance with Section 15-112 of the Administrative Code of the City of New York.
- B (i) Notwithstanding the above Section 1a, the Fire Department shall have the right to schedule employee's assigned to non-firefighting duties such as the Division of Training, the Bureau of Fire Prevention, Headquarters, and other similar units or administrative functions to duty schedules that do not conform to the duty schedule described in this Article III.
- B (ii) Prior to an involuntary assignment, the department shall endeavor to obtain qualified volunteers. The determination of such employee's qualifications shall be made at the discretion of the Department, whose decision shall be final. The involuntary assignment of an employee shall be limited to one year, but may be extended to two years in such cases

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where unique and extraordinary skills or functions are required and where such assignment is of critical importance to the Fire Department.

B (iii) Notwithstanding the foregoing no such assignment shall be made on a punitive basis.

Section 2.

The Commissioner shall install a two platoon system for Wipers (Uniformed), in accordance with Section 15-112 of the Administrative Code.

Section 3.

Wipers (Uniformed), when specifically directed by the Commissioner or Chief of the Department or the Chief's representatives to perform work in excess of "working hours" as noted in Section 1 of this Article III shall be compensated for the same by cash payment at the rate of time and one-half based on the regular salary for Wipers (Uniformed) for the actual period of overtime worked.

Section 4.

When Wipers (Uniformed) are not continued on duty but are ordered to report for emergency duty from a scheduled off tour or a scheduled rest period, they shall be compensated for a minimum of four hours if not assigned to duty and for a minimum of six hours if assigned to duty. Such compensation shall be at the overtime rate of time and one-half, in accord with Section 3 of this Article.

Section 5.

Notwithstanding anything to the contrary provided herein, any Wiper (Uniformed) who is recalled to duty after having completed the Wiper's regular tour of duty but before the commencement of the Wiper's next regular tour and who is assigned to duty or held without assignment for a period which extends into the commencement of that next regular tour shall be compensated pursuant to the regular overtime provisions of Section 3 of this Article only for the actual time so assigned or held; and the same shall be deemed pre-shift overtime.

Section 6.

Overtime shall continue to be calculated on the basis of 2088 hours per year.

ARTICLE IV - UNION REPRESENTATION

The elected officers of the Union shall be permitted to visit all fire units to which employees are assigned on the official business of the Union. The elected official shall announce that official's

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presence to the officer in command and carry his function in a reasonable manner, subject to established labor relations and the Regulations for the Uniformed Forces.

ARTICLE V - SALARIES

Section 1.

The base annual salary rates for Wipers (Uniformed) shall be as follows:
(See: Note)

	Effective <u>8/1/08</u>	Effective <u>8/1/09</u>
Entry	\$76,226	\$79,275

(Note: Effective July 31, 2006, the base annual salary rate for a Wiper was adjusted pursuant to the Re-opener Agreement to \$67,764. That amount was then adjusted by the across-the-board increases effective August 1, 2006 and August 1, 2007.)

Section 2.

A. Longevity adjustments shall be paid as follows:

(i) Effective 8/1/08

<u>Class of Positions Or Detail</u>	<u>5 Years</u>	<u>10 Years</u>	<u>15 Years</u>	<u>20 Years</u>
Wipers (Uniformed)	\$3,000	\$4,000	\$5,000	\$6,000

(ii) Effective July 31, 2010, each step of the longevity schedule shall be increased by any future general wage increases, as of the effective date of said increases.

(iii) Effective July 31, 2010, the longevity schedule shall be increased by \$253.00 on each of the steps.

B. The term "service" as used herein shall mean service in the Fire Service of the City of New York.

C. The adjustment after the 5th and 10th years shall not be computed as salary for pension purposes until after completion of 20 years of service. The adjustment after the 15th and 20th years shall not be computed as salary for pension purposes until after completion of 25 years of service. In the event this provision is declared invalid under the law, the parties shall reopen negotiations to resolve the issue of the increased cost of changing the effective

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date of the pensionability of the above adjustments. Such negotiations will be commenced forthwith. If no agreement is reached, an impasse may be declared and subsequent mediation and the impasse proceeding, if any, shall in all respects be conducted on an expedited basis.

- D. Calculation of the night shift differential shall be based upon the longevity schedules in effect prior to February 1, 1995.

Section 3.

Each employee shall receive eleven paid holidays annually.

Section 4. General Wage Increase.

- A. (i) Effective August 1, 2008, employees shall receive a rate increase of 4.0%.
- (ii) Effective August 1, 2009, employees shall receive an additional rate increase of 4.0%.
- B. The general increases provided for in this Section 4 shall be calculated as follows:
- (i) The increase in Section 4A(i) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on July 31, 2008; and
- (ii) The rate increase in Section 4A(ii) shall be based upon the base rate (which shall include salary or incremental schedules) of the applicable titles in effect on July 31, 2009.
- C. The general increase provided in this Section 4 shall be applied to the base rates and salary grades fixed for the applicable titles.

Section 5.

Paychecks shall be distributed to the employee's unit by 6 p.m., but not before 3 p.m. on the Thursday preceding payday.

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ARTICLE VI - NIGHT SHIFT DIFFERENTIAL

- A. There shall be a 10% differential continued for all work actually performed by Wipers (Uniformed), between the hours of 4 p.m. and 8 a.m., provided that more than one hour is actually worked after 4 p.m. and before 8 a.m.
- B. In lieu of the payments required by Article VI, Paragraph A of this Collective Bargaining Agreement, the Employer shall pay all employees, pro-rata, an annual amount equal to 5.4 percent of the sum of each such employee's base annual salary rate plus longevity adjustments.

This benefit shall be computed on the basis of the rates set forth in Article V (Salaries) plus longevity adjustments in effect prior to February 1, 1995.

ARTICLE VII - SECURITY BENEFIT FUND

- A.
 - (i) Effective August 1, 2008, the City shall continue to contribute the annual amount of \$1,425 for each employee for remittance to the mutually agreed upon Security Benefit Fund of the Uniformed Firefighters Association, pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel.
 - (ii) Effective July 31, 2008, the City's contribution to the Welfare Fund (Retiree Security Benefit Fund) shall be increased by \$80.00 per annum.
- B. Such payments shall be made pro-rata by the City each twenty-eight days.
- C. Pursuant to its commitment, the UFA will continue to provide benefits to employees' domestic partners.
- D. Employees who have been separated from service subsequent to December 31, 1970, and who were covered by the Security Benefits Fund of the Uniformed Firefighters Association at the time of such separation pursuant to a supplemental agreement between the City and the Security Benefits Fund of the Uniformed Firefighters Association shall continue to be so covered, subject to the provisions of Paragraphs A through C hereof, on the same contributory basis as incumbent employees. Contributions shall be made only for such time as said individuals are eligible to be primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the City through such Program.

E. Firefighters Health and Safety Fund

Effective August 1, 2008, the City shall continue to contribute \$50 per annum for each active Employee to the Welfare Fund (Security Benefit Fund) to establish a civil legal representation fund pursuant to the terms of a supplemental agreement between the City and Union as approved by the Corporation Counsel. While these funds shall be administered by the applicable Welfare Fund, they are to be maintained in a separate account and shall not be commingled with the other monies received by the Welfare Fund. Only the \$50 provided above may be used for civil legal representation. No additional monies from the Welfare Fund may be used for civil legal representation.

Upon execution of a new supplemental agreement between the City of New York and the Union, subject to approval by the Corporation Counsel, the \$50.00 pro-rata per annum contribution to the Health and Safety Fund shall cease and desist and shall be converted to a \$50.00 pro-rata per annum increase for active employees to the Welfare Fund (Security Benefit Fund). In addition, the existing corpus of the Health and Safety Fund referred to above shall be transferred to the Welfare Fund (Security Benefit Fund) for active employees.

Such payments shall be made pro-rata by the City each twenty-eight (28) days.

ARTICLE VIII - HEALTH AND HOSPITALIZATION BENEFITS

Section 1.

The City shall continue to provide a fully paid choice of health and hospitalization insurance plans for each employee, not to exceed 100% of the full cost of HIP/HMO on a category basis. There will be an annual reopening period during the term of this Agreement for active employees to exercise their choice among medical plans.

Where an employee is suspended without pay for disciplinary reasons, the employee shall continue to receive health and hospitalization benefit coverage during the period of suspension.

Section 2.

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

- (a) a one time choice; and
- (b) exercised only after one year of retirement; and
- (c) can be exercised at any time without regard to contract periods.

The effective date of change to a new plan shall be the first day of the month three months after the month in which the application has been received by the New York City Health Insurance Program.

Effective with the reopener period for Health Insurance subsequent to January 1, 1981 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 3.

- A.** Effective May 1, 1995 and thereafter, the City's cost for each employee and for each retiree under age 65 shall be equalized at the Community rated basic HIP/HMO plan payment rate as approved by the State Department of Insurance on a category basis of individual or family, e.g. the GHI-CBP/Blue Cross payment for family coverage shall be equal to the payment for HIP/HMO family coverage.
- B.** If a replacement plan is offered to employees and retirees under age 65 which exceeds the cost of the HIP/HMO equalization provided in Section 3A, the City shall not bear the additional costs.
- C.** The City (and other related Employers) shall continue to contribute on a City employee benefits program-wide basis the additional annual amount of \$30 million to maintain the health insurance stabilization reserve fund which shall be used to continue equalization and protect the integrity of health insurance benefits:

The health insurance stabilization reserve fund shall be used: to provide a sufficient reserve; to maintain to the extent possible the current level of health insurance benefits provided under the Blue Cross/GHI-CBP plan; and, if sufficient funds are available, to fund new benefits.

The health insurance stabilization reserve fund shall be credited with the dividends or reduced by the losses attributable to the Blue Cross/GHI-CBP plan.

Pursuant to paragraph 7 of MLC Health Benefits Agreement, notwithstanding the above, in each of the fiscal years 2001 and 2002, the City shall not make the annual \$35 million contributions to the health insurance stabilization fund.

- D.** In the event that there is a citywide or program-wide health insurance package which exceeds the cost of the equalization and stabilization fund described above, the parties may negotiate reconfiguration of this package which in no event will provide for costs in excess of the total costs of this Agreement as set forth herein. However, it is understood that the Union will not be treated any better or any worse than any other Union participating in the citywide or program-wide Health Program with regard to increased health insurance costs.

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Section 4. Health Care Flexible Spending Account.

- a. A flexible health care spending account shall be established after July 1993 pursuant to Section 125 of the IRS Code. Those employees eligible for New York City health plan coverage as defined on page 32, section 4(B) of the 1992 New York City Health Summary Program Description shall be eligible to participate in the account. Participating employees shall contribute at least \$260 per year up to a maximum of \$5,000 per year. Said contribution minimum and maximum levels may be modified by the MLC Health Advisory Committee based on experience of the plan. Any unfunded balance may be deducted from final salary payments due an employee.
- b. Expenses of the account shall include but not be limited to deductibles, co-insurance, co-payments, excess expenses beyond plan limits, physical exams and health related transportation costs for vision, dental, medical and prescription drug plans where the employee and dependents are covered. In no case will any of the above expenses include those non-deductible expenses defined as non-deductible in IRS Publication 502.
- c. An administrative fee of \$1.00 per week for the first year shall be charged for participation in the program. An employee's participation in the account is irrevocable during a plan year. At the close of the plan year any excess balance in an employee's account will not be refunded.

ARTICLE IX - ANNUITY FUND

- A. The City shall continue to contribute the following sums to the Annuity Fund established by the Union, for each class of positions and detail as follows:

<u>Class of Positions or Detail</u>	<u>Per Annum Amount</u>
Wipers (Uniformed)	Eff: August 1, 2008 \$1,323.05

Payments of this contribution shall be made each twenty-eight (28) days by the City to the Union's Annuity Fund pursuant to the terms of a supplemental agreement reached by the parties and approved by the Corporation Counsel.

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ARTICLE X - VACATION AND LEAVE

Section 1.

Each Wiper (Uniformed) shall be entitled to vacation leave as prescribed in the Annual Leave Allowance Program for the Fire Department as established by the Board of Estimate Resolution - 6/27/57 - (CAL. NO. 580) as amended to date, and in regulations for the Uniformed Force. Annual Leave Credit shall be pro-rated each year for Wipers (Uniformed) appointed after January 1.

Effective August 1, 2008, an annual leave allowance, based on service in the Department, shall be granted to Wipers (Uniformed) in accordance with the following:

<u>SERVICE</u>	<u>ANNUAL LEAVE</u>	<u>MONTHLY ACCRUAL</u>
3 years & over	25 work days (10-9 hr. tours; 7-15 hr. tours)	16.25 hours
Less than 3 years	19 work days (8-9 hr. tours; 5-15 hr. tours)	12.25 hours

Section 2.

If an employee does not receive, or because of illness or the needs of the Fire Department, is unable to take all or part of the vacation in a calendar year, that employee may be entitled to carry the unused portion over into and take such unused portion during the succeeding year but not beyond.

Section 3.

Excused time accorded to all other personnel employed by the City such as excusals for the Dr. Martin Luther King, Jr. and the Senator Robert F. Kennedy funerals and the Moon Landing Observation Day, shall be granted equally to employees covered by this Agreement. Employees not accorded the day off shall be credited with compensatory time off.

Section 4.

Compensatory days shall be subject to the exigencies of the Department. Where an employee is entitled to receive a compensatory day and is denied the request of that employee's choice of a compensatory day, that employee shall have the right, in accordance with existing procedures, to take such compensatory time subsequently, or, subject to the discretion of the Department, receive cash, at straight time, for the applicable period in which event payment shall be made as soon as possible.

Section 5.

Any employee who is on light duty as a result of a line of duty illness or injury and who has not yet taken a vacation shall not be required to take the vacation while that employee is continued on light duty.

Rescheduling of any such vacation shall be subject to the exigencies of the Department.

ARTICLE XI - SAFETY STANDARDS

The Department shall establish minimum safety standards for Diesel Fireboats consistent with the applicable standards of the American Bureau of Ships, and the United States Coast Guard and shall have annual inspections by the Fire Department to insure the maintenance of these standards.

ARTICLE XII - TRANSPORTATION

The Department recognizes its responsibility to provide transportation to and from fires and in emergencies. When transportation is not made available, and an employee is authorized to use and uses that employee's personal car, that employee shall be paid \$1.75 for that use. Payment shall be made within a reasonable time.

ARTICLE XIII - INDIVIDUAL RIGHTS

It is the policy of the Employer to secure for all employees their rights and privileges as citizens in a democratic society, consistent with their duties and obligations as employees of the Fire Department and the City of New York. To further the administration of this policy, the following guidelines are established:

Section 1.

Interrogations, interviews, trials, and hearings conducted by duly authorized representatives of the Employer shall be conducted during reasonable hours, preferably when an employee is on duty. If an interrogation, interview, or hearing takes place when an employee is not on duty, that employee shall be compensated by cash payment for the time spent, including two hours of travel time, at the rate of time and one-half. If a trial takes place when an employee who is a witness is not on duty, that employee shall be compensated by cash payment for the time spent including two hours of travel time, at the rate of time and one-half. If a trial takes place when an employee who is an accused is not on duty, that employee shall be compensated by cash payment for the time spent, including two hours of travel time, at the rate of straight time, unless the trial was postponed by the accused for that

employee's convenience or for the convenience of counsel and/or the union representative, in which case the accused shall receive no compensation.

Section 2.

At the time an employee is notified to appear for interrogation, interview, trial or hearing, the Employer shall advise the employee either in writing, when practicable, or orally to be later confirmed in writing of (1) the specific subject matter of such interrogation, interview, trial or hearing; and (2) whether that employee is a suspect or non-suspect. If notified orally, the employee shall be given a written notice before the interrogation, interview, trial or hearing. If an interrogation or interview may lead to disciplinary action, the employee may be accompanied by counsel and/or a union representative at such interrogation or interview.

Section 3.

Notice of trial shall be in writing at least ten (10) days in advance of such trial, unless the employee waives such notice or unless that employee applies or has applied for a service retirement.

Section 4.

The employee who is the subject of interrogation, interview, trial or hearing shall be advised of the name, rank, and unit of the officer in charge of the interrogation, interview, trial or hearing and of the name, rank and unit or other identification of all persons present connected with the interrogation, interview or hearing. The questioning of employees shall be of reasonable duration and the employee shall be allowed time for personal needs, meals and necessary telephone calls. Offensive or profane language shall not be used, nor shall the employee be threatened for failure to answer questions or promised anything if that employee does answer questions.

Section 5.

When an employee is a suspect in a departmental investigation or trial, the officer in charge of the investigation or trial shall give the employee the following warning before that employee is questioned:

I wish to advise you that you have all the rights and privileges guaranteed by the law of the State of New York and the Constitutions of this State and of the United States, including the right not to be compelled to incriminate yourself. You have the right to have an attorney present if you wish. I wish further to advise you that if you refuse to answer any questions relating to the performance of your duties, you will be subject to dismissal from your employment with the City. However, if you do answer questions, neither your answers nor any information or evidence which is gained by reason of such answers can be used against you in any criminal proceeding. You are advised, however, that if you knowingly make any false answers or deceptive

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statements, you may be subject to criminal prosecution and disciplinary action by reason thereof.

Such employee shall also be advised of the right to union representation. When the interrogating officer is advised by the employee that employee desires the aid of counsel and/or a union representative, the interrogation shall be suspended and the employee shall be granted a reasonable time to obtain counsel and/or a union representative, which time shall be at least two working days.

If it appears that the investigation may result in a disciplinary proceeding based on the Employee's answer to questions or on the refusal to answer, a stenographic or electronic record of the questioning of the employee shall be made unless the exigencies of the situation prevent such recording.

In the event that an employee is subject to charges by the Department, any such record shall be made available to the employee or their representative. The cost of the recording shall be shared equally by the parties.

Section 6.

- A.** An employee shall not be questioned by the Employer on personal behavior while off duty and out of uniform except that the Employer shall continue to have the right to question an employee about personal behavior while off duty and out of uniform in the following areas:
- i.** matters pertaining to official department routine or business;
 - ii.** extra departmental employment;
 - iii.** conflict of interest;
 - iv.** injuries or illnesses;
 - v.** residency;
 - vi.** performance as volunteer firefighter;
 - vii.** loss or improper use of department property.
- B.** If an employee alleges a breach of subdivision (a) of this Section 6., that employee has the right to a hearing and determination by the Impartial Chair within 24 hours following the claimed breach. To exercise this right, the employee must request such arbitration at the time when an official of the Employer asks questions in an area which is disputed under subdivision (a) of this Section. If the employee requests such arbitration, that employee shall not be required to answer such questions until the arbitrator makes the award.

Section 7.

All employees are reminded that failure to answer relevant questions may result in disciplinary action including dismissal from the Department.

Section 8.

In the course of an investigation or interrogation, an employee who is not a suspect is required to cooperate in the investigation of a complaint. Statements the employee has made in the course thereof may not be used against that employee in a subsequent proceeding in which that employee becomes a suspect.

Section 9.

If an employee is found not guilty in a disciplinary hearing, the record of the proceedings shall not become part of that employee's personal record. An employee who is found not guilty shall have the right to examine their personal record in the presence of an official of the Department after written request to the Department to ascertain compliance.

Section 10.

If the Employer fails to comply with the provisions of this Article, any questions put to the employee shall be deemed withdrawn and the refusal to answer any such questions shall not be prejudicial to the employee. Withdrawal as herein described shall not preclude the Department from proceeding anew in the manner prescribed herein.

Section 11.

The employee shall have the right, at that employee's own expense, to have a personal physician consult with the Departmental Medical Board after the examination and interview of the employee, but before the Departmental Board completes its record and makes its recommendation. Present practice regarding filing of medical statements and documents shall continue.

ARTICLE XIV - GRIEVANCE PROCEDURE

Section 1.

A grievance is defined as a complaint arising out of a claimed violation, misinterpretation, or inequitable application of the provisions of this Agreement, or of existing policy or regulations of the Fire Department affecting the terms and conditions of employment. A direct order, written or verbal, by a Superior Officer, under all circumstances, must be carried out and objections raised at a later date through the formal grievance procedure. The Union designates the Union Delegates, as defined in Article XV of this Agreement, as an employee's representative. In the event that any Wiper shall present a grievance, such grievance shall be handled in the following manner.

STEP NO. I

- A.**
1. An aggrieved member initiates the grievance procedure by explaining a problem verbally to that member's immediate supervisor.¹
 2. If the matter is not resolved to the employee's satisfaction, the aggrieved employee may request the Union delegate to discuss the matter verbally with the immediate supervisor as noted above.
 3. Prior to the formal presentation of the grievance or complaint to the Company Commander, every effort shall be made to find ways and means of identifying and removing the cause of the grievance or complaint.
 4. If the matter remains unresolved following the discussion outlined above, the grievance shall formally be submitted in writing on a prescribed form, to the Company Commander. Such formal submission must, in any event, occur within 120 days following the date on which the grievance arose.²
- B.**
1. Upon request of the aggrieved employee, the Union Delegate and/or Union official shall accompany the member at a meeting with the Company Commander who shall specify date, time and place of hearing. Said Company Commander shall, within five (5) calendar days of receipt of appeal, notify all concerned of the date, time and place of hearing and details of the grievance.³
 2. The determination of the Company Commander passing on the grievance shall be in writing, and a report shall be forwarded on the prescribed form to the Fire Commissioner, the aggrieved, and the Union Representative within five (5) calendar days after the meeting.
 3. If the grievance is not resolved to the satisfaction of the aggrieved, the employee has the right to proceed to the next step in the grievance procedure.

¹ In some instances the Company Commander will also be the immediate supervisor, in which case the Commander will participate in the Step No. I as the immediate supervisor. If the matter is not resolved, that Officer will then act as the Company Commander.

² In case of an extended absence of the Company Commander exceeding thirty (30) days, the Senior Lieutenant or other officer designated by the Battalion Commander shall act in place of the regular Company Commander.

³ If a grievance relates to the nature of an order issued by a superior, Section 25.1.1 of Departmental Regulations for the Uniform Force shall be complied with.

- C. 1. Time lost by Union delegates in the adjustment of a grievance shall not be compensable.
- 2. Time lost by an aggrieved member in the adjustment of a grievance shall not be compensable.

STEP NO. II

An official of the United Firefighters Association shall be the member's representative at this step of the grievance procedure. The official to whom the appeal shall be made shall be the Division Commander or the Division Commander's designee.

- A. An appeal from the Step I determination shall be forwarded by the aggrieved in writing, on the prescribed form to the Officer to whom the appeal is to be made within five (5) calendar days after the aggrieved received a copy of the determination of the Company Commander.
- B. Upon receipt of the aggrieved employee, a Union representative shall accompany that employee at a meeting with the Officer to whom the appeal is to be made who shall specify the date, time, place of hearing and details of grievance.
- C. 1. The determination of the Officer passing upon the appeal shall be in writing and a report shall be forwarded on the prescribed form to the Fire Commissioner, the aggrieved and Representative within five (5) calendar days after the hearing.
- 2. If the grievance is not resolved at this level, the aggrieved, either individually or by the representative, has the right to proceed to the next step in the grievance procedure.

STEP NO. III

An official of the Union may be designated as the Union representative on the Department level; no more than four (4) members of the Executive Board are to attend a meeting.

- A. An appeal from the Step II determination must be forwarded in writing by the aggrieved, on the prescribed form, to the Fire Commissioner within five (5) calendar days after the aggrieved receives a copy of the determination.
- B. The Commissioner, the Chief of Department, the Chief in Charge - Bureau of Personnel and Administration, and/or their designees, the aggrieved and/or the representatives shall work for a satisfactory resolution of the grievance or complaint through conference, negotiation, and agreement. Such conference should be held within ten (10) days of the receipt of the appeal. The Commissioner shall within five (5) days after such conference serve the determination, in writing, upon the aggrieved employee and the representative.

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STEP NO. IV

If after completion of all of the steps provided for above, such grievance has not been resolved within the Department, the Union solely shall have the right to bring such grievance to the Office of Collective Bargaining for impartial arbitration in accordance with the applicable provisions of the New York City Collective Bargaining Law and Consolidated Rules promulgated by the Office of Collective Bargaining with respect to arbitration. Notice of the Union's intent to proceed to arbitration shall be served on the Commissioner of Labor Relations within ten (10) days of receipt of the Fire Commissioner's decision.

In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined as a "grievance" herein. The Employer shall commence such arbitration by submitting a written request therefore to the Office of Collective Bargaining, with a copy to the Union, and the matter shall proceed in accordance with the Consolidated Rules of the Office of Collective Bargaining. The arbitrator shall hold a hearing within ten (10) days after the arbitrator receives a request for arbitration at a time and place convenient to the parties, and the arbitrator shall issue an award within ten (10) days after the completion of the hearing.

Section 2.

The time limits contained in this Article may be modified by mutual agreement. Any grievance decision not appealed within the time limits prescribed in this Agreement after receipt of the determination of the appropriate department official shall be considered settled on the basis of such determination and shall not be subject to further appeal.

In the event that the Department fails to comply with the time limits prescribed herein, the grievance automatically shall be advanced to the next step.

Section 3.

It is understood and agreed by and between the parties that there are certain grievable disputes which are of a department level or of such scope as to make adjustments at Step I and Step II of the grievance procedure impracticable and, therefore, such grievance shall be instituted at Step III of the grievance procedure.

Section 4.

When possible every effort shall be made to hold grievance hearings when a union representative involved is on duty.

ARTICLE XV - DELEGATES

The union shall elect a Delegate from their designation. Such delegate shall perform the delegate's regular duties as an employee and shall be considered a representative of the Union.

ARTICLE XVI - NO STRIKE

The Union and the Employees shall not induce or engage in any strikes, slowdowns, work stoppages or mass absenteeism nor shall the Union induce any mass resignations during the term of this Agreement.

ARTICLE XVII - LABOR-MANAGEMENT COMMITTEE

Section 1.

The Employer and the Union recognize that cooperation between labor and management is indispensable to the accomplishment of sound and harmonious labor relations and agree to jointly maintain and support a Labor-Management Committee ("Committee").

Section 2.

The Committee shall consider and may recommend to the Fire Commissioner changes in the working conditions of the employees, including, but not limited to, health and safety issues. Matters subject to the Grievance Procedure contained in this Agreement shall be appropriate items for consideration by the Committee, but submission of a matter to the Committee shall not affect the right to grieve the matter.

Section 3.

The Committee shall consist of six members. The Fire Commissioner and the President of the Union shall each select three members, and may designate an alternate for each member authorized to act in the absence of a member. Members shall serve for the term of this Agreement, provided, however that the appointing party may remove members that party has appointed at any time. Vacancies shall be filled by the appointing party.

Section 4.

The Committee shall select a Chair from among its members at each meeting. The Chair of the Committee shall alternate between the members designated by the Fire Commissioner and the members designated by the President of the Union. A quorum shall consist of a majority of the total membership of the Committee. The Committee shall meet at the call of either the Union members or

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the City members at times mutually agreeable to both parties. A written agenda of the matters to be discussed shall be provided by the party calling the meeting at least one week in advance of the meeting, and the other party shall provide any additions to the agenda at least one day in advance. Minutes shall be kept of each meeting with responsibility for keeping minutes alternating between the members designated by each of the parties. Copies of minutes shall be typed and promptly distributed to all members of the Committee. The Committee shall make its recommendations to the Fire Commissioner in writing.

ARTICLE XVIII - PRODUCTIVITY ISSUES

Section 1.

The Union recognizes that the provisions of this Article XVIII are matters concerning which the Employer has the right to act unilaterally. Notwithstanding the above, the parties agree to the following sections:

Section 2. Flexible Response.

The Union recognizes the unilateral right of the City to determine the type and level of response, City-wide.

Section 3.

The parties agree that the City may make unilateral changes and install programs unilaterally subject to the following:

- (1) Submission of the intended program to the Office of Labor Relations.
- (2) No less than 2 weeks' notice of the change is to be given to the Union.
- (3) Within two weeks the Union is to be given an opportunity to discuss the changes with the City.
- (4) If no agreement is reached as a result of such discussion, the City may install the program; and the Union reserves all rights it has to oppose the same.

Section 4. Performance Compensation

The City acknowledges that each of the uniformed forces performs an important service that reflects the diverse missions of the City's uniformed agencies. In order to reward service of an outstanding, exceptional nature, each of the uniformed agencies will establish a performance compensation program to recognize and reward such service, tailored to the unique missions of the individual uniformed agency.

The parties agree that additional compensation may be paid to employees performing outstanding, exemplary, difficult and/or unique assignments. The City will notify and discuss with

each affected union of its intent to pay such additional compensation and the individuals to be compensated.

The criteria for the granting of performance-based compensation shall be based upon outstanding performance in the work assigned, and/or performance of unique and difficult work.

The performance-based compensation payments provided for in this section shall be one-time, non-recurring cash payments subject to applicable pension law. An employee can receive no more than one payment annually.

This provision shall not affect any existing productivity programs covered in any existing collective bargaining agreements. Nor shall this provision be construed to waive any obligation of the City to negotiate over future productivity programs as required by applicable law.

ARTICLE XIX - LINE OF DUTY DEATH BENEFIT

Section 1.

In the event that a Wiper (Uniformed), dies on or after January 1, 1971 because of an injury incurred through no fault of that employee's own while actually responding to, working at or returning from an alarm, a payment of \$25,000 will be made from funds other than those of the Retirement System, in addition to any other payment which shall be made to the beneficiary designated under the Retirement System or, if no beneficiary is so designated, to the estate of the deceased.

Section 2.

Semi-private hospital accommodations shall be provided for Wipers (Uniformed) covered by this Agreement injured in the line of duty.

ARTICLE XX - DEATH BENEFIT UNUSED LEAVE AND COMPENSATORY TIME

If an employee dies while employed by the City, that employee's estate shall receive payment in cash for the following as a death benefit:

- A.** All unused accrued annual leave up to a maximum of 54 days' credit;
- B.** All unused accrued compensatory time earned subsequent to March 15, 1968 which is verifiable by official Department records up to a maximum of two hundred (200) hours.

ARTICLE XXI - WORK CREDIT

Runs and workers shall be credited to the relocated working company.

ARTICLE XXII - OCCUPATIONAL HEALTH AND SAFETY

Section 1.

All protective gear required by the Department shall be provided without cost to employees covered by this agreement in a quartermaster system. The Department shall also provide dress uniforms and work station uniforms via the quartermaster system. In addition, the City shall provide a \$250 per year per employee cleaning allowance.

Section 2.

Effective May 31, 2002, the provisions of Section 1., above, shall no longer apply. Wipers shall receive a uniform allowance in the amount of \$1,000 to be paid in accord with existing standard procedures instead of both the Quartermaster system and the cleaning allowance.

Effective August 1, 2005, the uniform allowance shall be \$1,100 per annum, to be paid in accord with existing standard procedures.

ARTICLE XXIII - MISCELLANEOUS

Section 1.

- (a) Each member shall receive a duplicate copy of any medical records made by the Department which are included in his medical/personal file at the time of the preparation of such records.
- (b) The Department shall have a reasonable time to develop and implement the necessary systems and paperwork to comply with the foregoing.

Section 2.

The City shall furnish to each unit a copy of the collective bargaining agreement within 60 days of its final approval.

ARTICLE XXIV - APPLICABLE LAWS

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

ARTICLE XXVI - SAVINGS CLAUSE

Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof.

WHEREFORE, we have hereunto set our hands and seals this 20th day of August, 2009

CITY OF NEW YORK

UNIFORMED FIREFIGHTERS ASSOCIATION

BY: James F. Hanley
JAMES F. HANLEY
Commissioner

BY: Stephen J. Cassidy
STEPHEN J. CASSIDY
President

APPROVED AS TO FORM:

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

DATE SUBMITTED
TO THE FINANCIAL CONTROL BOARD:

UNIT: Wipers (Uniformed)

TERM: August 1, 2008 to July 31, 2010

OFFICE OF LABOR RELATIONS	
REGISTRATION	
OFFICIAL	CONTRACT
NO: <u>10005</u>	DATE: <u>AUG 20 2009</u>

Wipers 2008 - 2010



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

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

Appendix A

Stephen J. Cassidy, President
Uniformed Firefighters Association
204 East 23rd Street
New York, N.Y. 10010

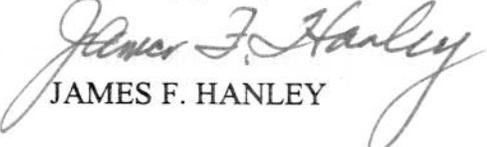
Re: Wiper Agreement from August 1, 2008 to July 31, 2010

Dear Mr. Cassidy:

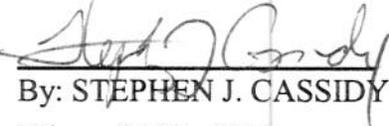
As you are aware there is an outstanding violation assessed against the Fire Department by the New York State Department of Labor, docketed as case no. PES-1-89, concerning the provision of protective clothing.

The parties herein agree that the current uniform allowance is sufficient to comply with state regulations that require that protective clothing be provided at no cost to the employee. The UFA will work with the City to secure abatement of the above violation. If this agreement does not serve to completely and expeditiously abate the violation, the parties agree to take the necessary steps to do so. It is understood that as part of a proposed abatement plan the Department may at its sole discretion move elsewhere in the agreement or modify the contract provisions dealing with the uniform allowance and take other steps, which may include instituting or changing Department procedures, in order to develop and implement such a plan. The UFA agrees not to pursue any potential claim for retroactive liability either through the Department of Labor or individually.

Very truly yours,


JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF THE UFA


By: STEPHEN J. CASSIDY

Wipers 2008 - 2010

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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
MARGARET M. CONNOR
First Deputy Commissioner

Appendix B

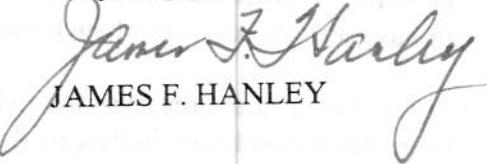
Stephen J. Cassidy, President
Uniformed Firefighters Association
204 East 23rd Street
New York, N.Y. 10010

Re: Wiper Agreement from August 1, 2008 to July 31, 2010

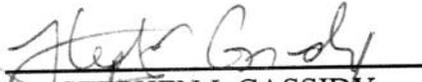
Dear Mr. Cassidy:

This is to confirm our mutual understanding that the parties agree that during negotiations for the successor contract to this 2008-2010 agreement, they shall negotiate the issue of increasing the City's contribution to the Security Benefit Fund as the first issue to be negotiated. The issues to be negotiated shall include the intent of the parties to equalize the City's total contribution to the fund with the contributions made by the City to other union health and welfare funds and that the UFA will be responsible for the cost of such increased contributions.

Very truly yours,


JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF THE UFA


By: STEPHEN J. CASSIDY

Wipers 2008 - 2010

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THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS

40 Rector Street, New York, NY 10006-1705
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JAMES F. HANLEY
Commissioner
MARGARET M. CONNOR
First Deputy Commissioner

Appendix C

Stephen J. Cassidy, President
Uniformed Firefighters Association
204 East 23rd Street
New York, N.Y. 10010

Re: Wiper Agreement from August 1, 2008 to July 31, 2010

Dear Mr. Cassidy:

The City and the UFA recognize that pursuant to Administrative Code section 12-127, the City is obligated to pay for the cost of line of duty injury prescription drugs for UFA members. The parties further recognize that a significant number of UFA members have previously utilized the UFA Health and Welfare Fund to pay for these prescription drugs without reimbursement by the City. Up to the adoption of the new program outlined below, the UFA agrees to continue to waive any and all claims for the reimbursement of the cost of said line of duty injury prescription drugs.

Effective as soon as practicable on or after September 1, 2007, members injured in the line of duty who require medications to treat the illness or injury as authorized by the Bureau of Health Services will have all related costs of such medications fully covered by the Fire Department.

The Fire Department reserves the right to determine the means, methods and procedures by which such prescription drugs shall be paid and/or reimbursed including, but not limited to, the selection of participating pharmacies and/or mail order services, and the means of payment and/or reimbursement, e.g., by prescription drug card or similar mechanism.

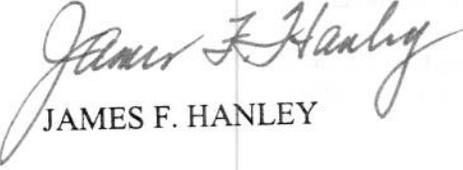
The Fire Department shall provided thirty (30) days notice to the Union prior to effecting any
Wipers 2008 - 2010

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changes in the program.

If the above conforms to your understanding, please execute the signature line below.

Very truly yours,


JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF THE UFA


By: STEPHEN J. CASSIDY



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS

40 Rector Street, New York, NY 10006-1705
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JAMES F. HANLEY

Commissioner

MARGARET M. CONNOR

First Deputy Commissioner

Appendix D

Stephen J. Cassidy, President
Uniformed Firefighters Association
204 East 23rd Street
New York, N.Y. 10010

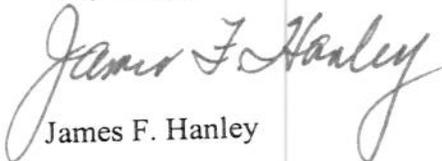
Re: Wiper Agreement from August 1, 2008 to July 31, 2010

Dear Mr. Cassidy:

This is to confirm our mutual understanding and agreement regarding the above Agreement.

If another uniformed collective bargaining unit has an adjustment made to their salary schedule through the collective bargaining or arbitration process or otherwise during the time period covering August 1, 2008 to July 31, 2010, which results in greater percentage wage increases, then, at the UFA's request, this agreement will be reopened for the purposes of negotiating the effect of that adjustment – through the final steps of the bargaining process.

Very truly yours,


James F. Hanley

Wipers 2008 - 2010

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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
MARGARET M. CONNOR
First Deputy Commissioner

Appendix E

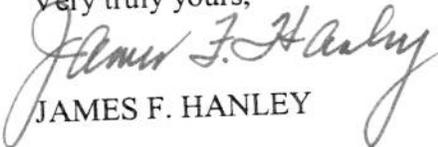
Stephen J. Cassidy, President
Uniformed Firefighters Association
204 East 23rd Street
New York, N.Y. 10010

Re: Wiper Agreement from August 1, 2008 to July 31, 2010

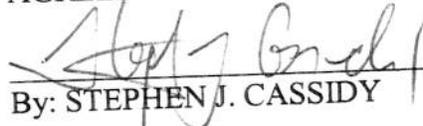
Dear Mr. Cassidy:

This will confirm our mutual understanding that the parties agree to discuss the assignment of duties to Wipers (Uniformed) which deviate substantially from their job description. This shall replace and be the successor to Article XVIII in the 1990-95 contract.

Very truly yours,


JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF THE UFA


By: STEPHEN J. CASSIDY

Wipers 2008 - 2010

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