



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

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

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES
FROM: JAMES F. HANLEY, COMMISSIONER *James F. Hanley*
SUBJECT: EXECUTED CONTRACT: FERRYBOAT TITLES (LICENSED)
TERM: NOVEMBER 7, 2008 TO NOVEMBER 6, 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 District No. 1 – PCD/MEBA Licensed Division, AFL-CIO on behalf of the incumbents of positions listed in Article I of said contract.

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

DATED: MAR 24 2009



**Ferryboat Titles (Licensed)
2008-2010 Agreement**

TABLE OF CONTENTS

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION.....	1
ARTICLE II - JOB SECURITY	2
ARTICLE III - DUES CHECK-OFF	2
ARTICLE IV - WAGES.....	2
ARTICLE V - WORK DAY, WORK WEEK, AND WORK YEAR.....	4
ARTICLE VI - HOLIDAYS.....	5
ARTICLE VII - STEP UP OR TEMPORARY REPLACEMENT HOURLY, DAILY HOLIDAY & OVERTIME RATES OF PAY	6
ARTICLE VIII - OVERTIME	7
ARTICLE IX - HOURLY RATE.....	8
ARTICLE X - SPECIAL ADDITIONAL COMPENSATION	9
ARTICLE XI - CONTRIBUTIONS TO UNION HEALTH AND WELFARE FUND	10
ARTICLE XII - ANNUITY FUND.....	11
ARTICLE XIII - UNIFORM ALLOWANCE	11
ARTICLE XIV - ANNUAL LEAVE (VACATION), SICK LEAVE AND OTHER AUTHORIZED LEAVES	12
ARTICLE XIV-A - ABSENCE DUE TO INJURY INCURRED IN THE PERFORMANCE OF OFFICIAL DUTIES.....	13
ARTICLE XIV-B - HEALTH INSURANCE.....	17
ARTICLE XIV-C - INTEREST	17
ARTICLE XV - OTHER JOB TERMS AND CONDITIONS.....	18

09020

ARTICLE XVI - GRIEVANCE AND ARBITRATION.....	19
ARTICLE XVII - UNION REPRESENTATIVE - UNION ACTIVITY	26
ARTICLE XVIII - LABOR MANAGEMENT COMMITTEE.....	26
ARTICLE XIX - BULLETIN BOARDS.....	27
ARTICLE XX - NO STRIKES: NO LOCKOUT.....	27
ARTICLE XXI - APPLICATION OF AGREEMENT	28
ARTICLE XXII - PRODUCTIVITY AND PERFORMANCE	28
ARTICLE XXIII - FINANCIAL EMERGENCY ACT.....	29
ARTICLE XXIV - APPENDICES	29
ARTICLE XXV - SAVINGS CLAUSE.....	29

09020

**Ferryboat Titles (Licensed)
2008-2010 Agreement**

AGREEMENT entered into this ^{24th} day of ^{Mar}, 2009 by and between the City of New York and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf (hereinafter referred to jointly as the "Employer"), and District No. 1 - PCD/MEBA Licensed Division, AFL-CIO (hereinafter referred to as the "Union"), for the twenty-four month period from November 7, 2008 to November 6, 2010.

WITNESSETH:

WHEREAS, the parties hereto have entered into collective bargaining and desire to reduce the results thereof to writing,

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

The Employer recognizes the Union as the exclusive collective bargaining representative of all Licensed Officers (hereinafter referred to as "Employees") in the bargaining unit composed of persons employed in the following titles: Captain (TC#91510), Assistant Captain (TC#91504), Mate (TC#91556), Chief Marine Engineer (TC#91522), Marine Engineer (TC#91542), Chief Marine Engineer(DC)(TC#91524), Marine Engineer(DC)(TC# 91544) and Mate(DC) (TC# 91555).

Section 2.

For purposes of this Agreement, employees in the above titles may generally be referred to as "Licensed Officers" as distinguished from other personnel whose duties with respect to the operation of a ferryboat or Department of Corrections ("DC") vessels do not require them to hold a license as a prerequisite for employment.

Section 3.

For purposes of this Agreement, per annum shall mean per annum paid employees, both permanent and provisional. Temporary means hiring-hall employees. Step up employees are per annum employees of the Ferry or DC operating service assigned to work in a higher title.

09020

ARTICLE II - JOB SECURITY

During the term of this Agreement, the Employer will attempt to retain all per annum employees who hold positions by permanent appointment. If curtailment because of a reduced number of runs becomes necessary, no such curtailment shall become effective without prior discussion with the Union.

ARTICLE III - DUES CHECK-OFF

Section 1.

- a. The Union shall have the exclusive right to the checkoff and transmittal of dues on behalf of each employee in accordance with the Mayor's Executive Order No. 98, dated May 15, 1969 entitled "Regulations Relating to Checkoff of Union Dues" and in accordance with the Mayor's Executive Order No. 107, dated December 29, 1986 entitled "Procedures for Orderly Payroll Checkoff of Union Dues and Agency Shop Fees."
- b. Any employee may consent in writing to the authorization of the deduction from his or her 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 Employer, which bears the signature of the employee.

Section 2.

The parties agree to an agency shop to the extent permitted by applicable law, the provisions of which are contained in a supplemental agreement hereby incorporated by reference into this Agreement.

ARTICLE IV - WAGES

Section 1. - Agreed annual rates - per annum

a. Hiring Rate

	<u>EFFECTIVE DATE</u>	
	<u>11/7/08</u>	<u>11/7/09</u>
Captain	\$63,641	\$66,187
Chief Marine Engineer	\$61,723	\$64,192
Chief Marine Engineer (DC)	\$61,723	\$64,192
Marine Engineer	\$57,633	\$59,938
Marine Engineer (DC)	\$57,633	\$59,938
Assistant Captain	\$56,544	\$58,806
Mate	\$51,933	\$54,010
Mate (DC)	\$51,933	\$54,010

09020

NOTE

* Employees hired on or after 11/7/08 Or 11/7/09 shall be paid the hiring rate effective on 11/7/08 or 11/07/09 respectively. Upon completion of one (1) year in active service, such employee shall be paid the indicated incumbent rate for the applicable title that is in effect on the one (1) year anniversary of their original appointment.

b. Incumbent Rate

	<u>EFFECTIVE DATE</u>	
	<u>11/7/08</u>	<u>11/7/09</u>
Captain	\$68,198	\$70,926
Chief Marine Engineer	\$66,143	\$68,789
Chief Marine Engineer (DC)	\$66,143	\$68,789
Marine Engineer	\$61,761	\$64,231
Marine Engineer (DC)	\$61,761	\$64,231
Assistant Captain	\$60,590	\$63,014
Mate	\$55,649	\$57,875
Mate (DC)	\$55,649	\$57,875

Section 2.

The rates contained in this Article shall not apply to persons hired as temporary replacements or Step up employees whose rates are set forth in Article VII of this Agreement.

3. New Hires.

a. For the purposes of Sections 3(c) and 3(d), employees 1) who were in active pay status before November 7, 2008, and 2) who are affected by the following personnel actions after said date shall not be treated as "newly hired" employees and shall be entitled to receive the indicated "incumbent rate" set forth in Article IV 1(b), Article VI 3(b), Article VIII 1(b), Article IX (b), and Appendix B 1(b), 2(b), 3(b):

1. Employees who return to active status from an approved leave of absence.
2. Employees in active status (whether full or part time) appointed to permanent status from a civil service list, or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.
3. Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or who were subject to involuntary redeployment.
4. Provisional employees who were terminated due to a civil service list who are

09020

- appointed from a civil service list within one year of such termination.
5. Permanent employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.
 6. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
 7. A provisional employee who is appointed directly from one provisional appointment to another.
 8. For employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor Relations is empowered to issue, on a case-by-case basis, interpretations concerning application of this Section 3. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in Article XVI of this Agreement.
- b. Any employee hired prior to November 7, 2008 and appointed at a reduced hiring rate pursuant to Article IV Section 1 of the 2006-2008 Ferryboat Titles Agreement shall be paid at the applicable "hiring rate" set forth in Article IV 1(a), Article VI 3(a), Article VIII 1(a), Article IX (a), and Appendix B 1(a), 2(a), 3(a). On the one year anniversary of the employee's original date of appointment, such employee shall be paid the indicated "incumbent rate" for the applicable title that is in effect on such one year anniversary as set forth in Article IV 1(b), Article VI 3(b), Article VIII 1(b), Article IX (b), and Appendix B 1(b), 2(b), 3(b).
 - c. Any employee hired on or after November 7, 2008 shall be paid at the applicable "hiring rate" set forth in Article IV 1(a), Article VI 3(a), Article VIII 1(a), Article IX (a), and Appendix B 1(a), 2(a), 3(a). On the one year anniversary of the employee's original date of appointment, such employee shall be paid the indicated "incumbent rate" for the applicable title that is in effect on such one year anniversary as set forth in Article IV 1(b), Article VI 3(b), Article VIII 1(b), Article IX (b), and Appendix B 1(b), 2(b), 3(b).
 - d. The First Deputy Commissioner of Labor Relations may, after notification to the affected union(s), exempt certain hard to recruit titles from the provisions of subsections 3(b) and 3(c).

ARTICLE V - WORK DAY, WORK WEEK, AND WORK YEAR

Section 1.

The rates prescribed in Article IV of this Agreement shall constitute compensation in full for the regular work week for the operation of ferryboats or DC vessels as practiced in various agencies; that is, four (4) eight-hour (8) tours per week which shall be consecutive, and 207 eight-hour (8) days per annum of which 198 eight-hour (8) days are work days (representing 1484 hours work at straight time pay plus 100 hours worked at overtime pay), and nine (9) eight-hour days are paid holidays (representing 72 hours) of holiday pay at straight time.

09020

Section 2.

Any regular work week may include work on a Saturday and/or Sunday at no additional compensation, it being understood that the rates set forth in this Agreement include Saturday and Sunday work.

ARTICLE VI - HOLIDAYSSection 1.

The wage rates set forth in Article IV of this Agreement shall include payment for nine (9) holidays as follows: Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Washington's Birthday, Memorial Day, and Martin Luther King Jr. day.

Section 2.

During the term of this Agreement, the per annum Employees covered hereunder shall, during each year, also be entitled to receive three (3) non-paid holidays (holidays not included in the per annum wage rate). The three non-paid holidays are: Lincoln's Birthday, Columbus Day and Election Day. Any per annum Employee who is required to work on any such holidays shall receive compensatory time off equal to the number of hours actually worked.

Section 3. 1

A per annum Employee who works on any of the nine (9) holidays as indicated in Section 1 shall receive, over and above his regular compensation, additional compensation in cash for each eight (8) hour day actually worked by him on any such holiday at the following rates:

a. **Hiring Rate**

	<u>EFFECTIVE DATE</u>	
	<u>11/7/08</u>	<u>11/7/09</u>
Captain	\$447.60	\$465.60
Chief Marine Engineer	\$434.16	\$451.60
Chief Marine Engineer (DC)	\$434.16	\$451.60
Marine Engineer	\$405.36	\$421.60
Marine Engineer (DC)	\$405.36	\$421.60
Assistant Captain	\$397.68	\$413.68
Mate	\$365.28	\$379.92
Mate (DC)	\$365.28	\$379.92

1 See Article IV Section 3

09020

b. **Incumbent Rate**

EFFECTIVE DATE

	<u>11/7/08</u>	<u>11/7/09</u>
Captain	\$479.76	\$498.88
Chief Marine Engineer	\$465.28	\$483.84
Chief Marine Engineer (DC)	\$465.28	\$483.84
Marine Engineer	\$434.40	\$451.84
Marine Engineer (DC)	\$434.40	\$451.84
Assistant Captain	\$426.24	\$443.28
Mate	\$391.44	\$407.04
Mate (DC)	\$391.44	\$407.04

**ARTICLE VII - STEP UP OR TEMPORARY REPLACEMENT
HOURLY, DAILY HOLIDAY & OVERTIME RATES OF PAY**

Section 1.

Step up replacements in the titles indicated below shall be paid in accordance with Appendix "B" attached to this Agreement.

Temporary replacements in the titles indicated below shall be paid an hourly rate of pay for the first thirty (30) hours of work per week as set forth in Article IX.

Captain (TC# 91510)
Marine Engineer (TC# 91542)
Chief Marine Engineer (TC# 91522)
Assistant Captain (TC# 91504)
Mate (TC# 91556)

Section 2.

If a step up or temporary replacement works on a paid holiday, as indicated below, he shall, according to the title of the position in which he is employed, receive holiday pay as follows:

A temporary replacement shall receive the hourly rate set forth in Article IX of this Agreement plus an additional amount as set forth in Article VIII, Section 1 of this Agreement for each hour worked on a holiday.

A step up Employee working on a holiday shall be paid in accordance with Appendix "B" attached to this Agreement.

09020

Such holiday pay shall preclude any step up employee or temporary replacement Employee from claiming additional time off.

The holidays to which this Section refers are Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Washington's Birthday and Memorial Day and Martin Luther King Jr. Day.

Section 3.

A temporary replacement who works in excess of eight (8) hours per day or thirty (30) hours per week shall be compensated in cash at the respective rates and for the respective titles for each hour of overtime in increments of one-half (1/2) hour as set forth in Article VIII, Section 1 of this Agreement.

A step up Employee who works in excess of eight (8) hours per day or thirty (30) hours per week shall be paid in accordance with Appendix "B" attached to this Agreement.

ARTICLE VIII – OVERTIME 2

Section 1.

A Per Annum Employee who works in excess of eight (8) hours per day or four (4) consecutive days per week or one hundred ninety-eight (198) days per year or eight (8) hours on a legal holiday shall be compensated in cash at the respective rates and for the respective titles for each hour of overtime in increments of one-half (1/2) hour as follows:

a. Hiring Rate

	EFFECTIVE DATE	
	<u>11/7/08</u>	<u>11/7/09</u>
Captain	\$55.95	\$58.20
Chief Marine Engineer	\$54.27	\$56.45
Chief Marine Engineer (DC)	\$54.27	\$56.45
Marine Engineer	\$50.67	\$52.70
Marine Engineer (DC)	\$50.67	\$52.70
Assistant Captain	\$49.71	\$51.71
Mate	\$45.66	\$47.49
Mate (DC)	\$45.66	\$47.49

2 See Article IV Section 3

09020

b. Incumbent Rate

	EFFECTIVE DATE	
	<u>11/7/08</u>	<u>11/7/09</u>
Captain	\$59.97	\$62.36
Chief Marine Engineer	\$58.16	\$60.48
Chief Marine Engineer (DC)	\$58.16	\$60.48
Marine Engineer	\$54.30	\$56.48
Marine Engineer (DC)	\$54.30	\$56.48
Assistant Captain	\$53.28	\$55.41
Mate	\$48.93	\$50.88
Mate (DC)	\$48.93	\$50.88

Section 2.

Such overtime shall preclude any employee from claiming additional time off for the period of time that he has received paid overtime.

ARTICLE IX - HOURLY RATE 3

Per Annum Employees in the titles indicated below shall be paid on an hourly basis for the first thirty (30) hours of work per week as follows:

a. Hiring Rate

	EFFECTIVE DATE	
	<u>11/7/08</u>	<u>11/7/09</u>
Captain	\$37.30	\$38.80
Chief Marine Engineer	\$36.18	\$37.63
Chief Marine Engineer (DC)	\$36.18	\$37.63
Marine Engineer	\$33.78	\$35.13
Marine Engineer (DC)	\$33.78	\$35.13
Assistant Captain	\$33.14	\$34.47
Mate	\$30.44	\$31.66
Mate (DC)	\$30.44	\$31.66

09020

b. **Incumbent Rate**

	EFFECTIVE DATE	
	<u>11/7/08</u>	<u>11/7/09</u>
Captain	\$39.98	\$41.57
Chief Marine Engineer	\$38.77	\$40.32
Chief Marine Engineer (DC)	\$38.77	\$40.32
Marine Engineer	\$36.20	\$37.65
Marine Engineer (DC)	\$36.20	\$37.65
Assistant Captain	\$35.52	\$36.94
Mate	\$32.62	\$33.92
Mate (DC)	\$32.62	\$33.92

ARTICLE X - SPECIAL ADDITIONAL COMPENSATIONSection 1.

During the term of this contract, additional compensation shall be provided in the amount as indicated below per hour to Licensed Officers in the title of Captain, Assistant Captain, or Mate who are qualified by the possession of the appropriate Radio Operators License issued by the Federal Communications Commission to operate radio-telephone equipment. Such additional compensation shall be limited to the hours during which the Licensed Officer performs duties which will require and include operation of such radio-telephone equipment.

EFFECTIVE DATE

11/7/08

Captain	\$0.26
Assistant Captain	\$0.26
Mate	\$0.26

Section 2.

Each Licensed Officer shall be entitled to receive additional compensation in the amount indicated below for loss of clothing and personal effects resulting from the sinking of a ferryboat or DC vessel, such payment is deemed to be full compensation for such loss.

Effective: **11/7/08** \$179

09020

Section 3.

A differential in the pro-rata annual amount stated below shall be provided for each per annum Licensed Officer possessing the valid prerequisite license issued by the United States Coast Guard Inspection Service for the Licensed Officer's incumbent title.

Effective: 11/7/08

\$238

**ARTICLE XI - CONTRIBUTIONS TO UNION HEALTH AND WELFARE
FUND**

Section 1.

During the term of this Agreement the Employer shall provide a sum not to exceed the annual amount listed below for each incumbent per annum employee employed as a Captain, Assistant Captain, Mate, Mate (DC), Chief Marine Engineer, Chief Marine Engineer (DC), Marine Engineer and Marine Engineer (DC) or the pro rata share thereof for each such Licensed Officer employed during the term of this Agreement for a period less than the full term of this Agreement, for the purpose of furnishing, as provided in a separate agreement hereinafter referred to, certain supplementary benefits for the period of employment of such Licensed Officer by the Employer during the term of this Agreement as defined in said separate agreement entered into between the City of New York and District No. 1, Pacific Coast District of National Marine Engineers Beneficial Association, AFL-CIO.

Effective November 7, 2008: \$1,575

The payments as above indicated shall be remitted by the City to: "M.E.B.A. City Employees' Beneficial Fund", subject to said separate agreement for the benefit of each incumbent Licensed Officer and further subject to periodic audit by the Comptroller of the City of New York.

Section 2.

Employees who have been separated from service subsequent to June 30, 1970, and who were covered by a welfare fund at the time of such separation pursuant to a separate agreement between the City and the certified union representing such employees, 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 City through such Program, or are retirees of the New York City Employees Retirement System who have completed at least five (5) years of full-time service with the City of New York.

09020

Section 3.

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

ARTICLE XII - ANNUITY FUND

Section 1.

Effective November 7, 2008, the employer shall continue to make a contribution to the annuity fund in the amount of \$8.20 for each paid working day up to a new total maximum of \$1,844.38 per annum on behalf of full-time and full-time per diem employees. For part-time employees who work less than eight hours a day, the amount paid shall be based on a prorated amount, which is calculated against an eight hour day, up to a new total maximum of \$1,844.38 per annum. For the purpose of these payments, excluded from paid working days are all scheduled days off, all days in non-pay status, and all paid overtime.

Section 2.

Contributions hereunder shall be remitted by the employer each twenty-eight (28) days to a mutually agreed upon annuity fund pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel.

ARTICLE XIII - UNIFORM ALLOWANCE

Licensed Officers covered by this Agreement in the titles of Captain, Assistant Captain and Mate shall receive a pro-rated annual uniform allowance as indicated below:

Effective 11/7/08: \$578

Employees in the titles Chief Marine Engineer (DC) (TC#91524), Marine Engineer (DC) (TC#91544), and Mate (DC) (TC#91555) are not entitled to the Uniform Allowance.

09020

ARTICLE XIV - ANNUAL LEAVE (VACATION), SICK LEAVE AND OTHER AUTHORIZED LEAVES

Section 1. - Annual Leave

- a. Annual Leave shall consist of vacation with pay and leaves due to personal business and shall be granted and be applied only to per annum Employees, and not to temporary officers as defined in Article I, Section 3 of this Agreement.
- b. Annual Leave shall be granted annually for vacation purposes on a per annum basis for a period not to exceed four (4) weeks and one (1) day. (17 working days).
- c. Leaves for personal business shall be granted annually on a per annum basis not to exceed four (4) days.
- d. The annual leave allowance for employees hired on or after July 1, 1985 shall accrue as follows:

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 5th year	17 work days	1.41 days per month

Section 2. - Sick Leave

- a. Sick Leave benefits shall be granted and be applicable only to per annum Employees and not to temporary officers as defined in Article I, Section 3 of this Agreement.
- b. Sick Leave shall be allowed to be earned and accrued on the basis of one (1) day for each month of employment and shall be cumulative up to two hundred and forty (240) days.
- c. Sick Leave may be expended by a Licensed Officer as and when earned and accrued, excluding temporary officers as defined in Article I, Section 3 of this Agreement.
- d. Employees may use one (1) day per year from their accrued sick leave balance for the care of ill family members. Approval of such leave is discretionary with the agency and proof of disability must be provided by the employee satisfactory to the agency within five (5) days of the employee's return to work.

09020

- e. (1) A verifying statement from the Licensed Officer's doctor shall not be required by the employer for sick day claims of two (2) days or less.
- (2) For claims of more than two (2) working days, the Licensed Officer must secure a verifying statement from his doctor to support his claim. This statement should be sent in as soon as possible after the period of absence is over.
- (3) A verifying statement from the Licensed Officer's doctor may be required by the department where there is absence of more than one (1) working day in the case of chronic absenteeism. The agency may require a doctor's note for one (1) day of sick leave where there is a pattern of sick leave abuse, such as consistently taking off the first or last day of work. Prior to determining that there is a pattern of abuse, a meeting will be conducted between the union and management to discuss the findings. An employee shall be deemed to be in the category of chronic absenteeism if such employee falls within the criteria set forth in Final Warning (Step 3) of the City of New York - Attendance Policy (commonly referred to as the "City's Absence Control Plan") or any successor thereto, whether of City-wide or Department-wide nature. *The Administration - Time Element* provisions of the Attendance Policy or any successor thereto shall likewise be applicable.

Section 3. - Other Authorized Leaves

- a. Time off with pay shall be granted to per annum Licensed Officers not to exceed three (3) work days in case of death in the immediate family. Immediate family shall be defined for this purpose as spouse, parent, (natural, foster, step), mother-in-law, father-in-law, child, brother or sister; or any relative residing in the household.
- b. Two (2) hours of credit (at straight time), providing the employee actually works, shall be granted for purposes of voting on Regular General Election Day.
- c. In the event that the Office of the Mayor issues an order to the various department heads that City employees be granted a day off or alternate days, the same policy shall be applied to the Licensed Officers.

ARTICLE XIV-A - ABSENCE DUE TO INJURY INCURRED IN THE PERFORMANCE OF OFFICIAL DUTIES 3

Section 1.

- a. An employee physically disabled in the performance of official duties who has accrued sick and/or annual leave may elect one of the following, in addition to the benefits to which the employee is entitled under the Worker's Compensation Law, such election to be made within

3 The provisions of Article XIV-A through Article XIV-C shall apply only to per annum employees.

09020

the first seven calendar days of absence by the employee or someone on his or her behalf:

- (1) To receive the difference between the amount of his or her weekly salary and the compensation rate, provided that:
 - (a) the injured employee or any authorized person acting on behalf of such employee makes the request in writing, and
 - (b) the injured employee or any authorized person acting on behalf of such employee agrees that a pro-rated charge be made against the sick leave and/or annual leave balances equal to the number of working days of absence less the number of working days represented by the Worker's Compensation payments, and
 - (c) the injured employee has the necessary accrued sick leave and/or annual leave balance against which the supplementary pay can be charged, and
 - (d) the injured employee was not guilty of willful gross disobedience of safety rules or willful failure to use a safety device, or was not under the influence of alcohol or narcotics at the time of injury or did not willfully intend to bring about injury or death upon himself or herself or another, and
 - (e) the injured employee undergoes such medical examinations as are requested by the Worker's Compensation Division of the Law Department and the employing agency, and when found fit for duty by said physicians, returns to employment.
 2. To receive Worker's Compensation benefits in their entirety with no charge against sick leave and/or annual leave.
- b. 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.

Section 2.

The agency head 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.

INTERPRETATIONS

- A. Agencies should use election forms (DP-2002), which are obtainable from the Stock Section (Room 433) of the Department of Personnel.

09020

- B. The election of an option, as provided for in this section, should be made within the first seven consecutive calendar days following absence, in order that an employee, who so elects, is assured of receiving full pay during the period of Worker's Compensation coverage. The agency head's authority to grant leave with full pay, without charge to leave balances pursuant to Section 2, does not extend beyond the first seven consecutive calendar days following absence.
- C. Where an employee has been absent for an initial period of less than a week and an extended subsequent absence may possibly result from the same disability or condition, the employee must elect a rate of charge (on Form DP-2002) within seven calendar days of the first day of absence in order to receive full pay, even though the employee has already returned to work.
- D. An employee who fails to elect a rate of charge within the prescribed period shall be deemed to have selected Option 2 and will receive the benefits of Worker's Compensation only.
- E. Provisional and temporary incumbents in per annum positions are also covered under the Worker's Compensation Law.

Section 3.

- a. Upon the determination by the head of an agency 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 (18) months. No such leave with pay shall be granted unless the Worker's Compensation Division of the Law Department advises the head of the agency 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.

For a permanent employee who has five (5) years or more of service who does not have sufficient leave credit to cover his/her absence pending a determination by the Worker's Compensation Division of the Law Department, the agency head shall advance the employee up to forty-five (45) calendar days of paid leave. In the event the Worker's Compensation Division of the Law Department does not accept the injury as compensable under the law or the Worker's Compensation Board determines that such injury is not compensable under such law, the employee shall reimburse the City for the paid leave advance.

An employee who is granted a leave of absence with pay pursuant to this Section shall receive the difference between the employee's weekly salary and the compensation rate without 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

09020

judgement 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. The injured employee shall undergo such medical examinations as are requested by the Worker's Compensation Division of the Law Department and the employing agency, and when found fit for duty by the Worker's Compensation Board shall return to employment.

No benefits shall be paid while an employee is suspended pending disciplinary action, or if an employee is subsequently found culpable of having commenced the assault or unnecessarily continued the assault.

Benefits provided under this section shall be in addition to, but not concurrent with, benefits provided under Sections 1 and 2 hereof.

- b. For employees who do not come under the provisions of Section 3(a) hereof but who are injured in the course of employment, upon the determination of an agency head that an employee has been physically disabled because of an injury arising out of and in the course of employment, through no fault of the employee, the agency head will grant the injured employee an extended sick leave with pay not to exceed three months after all the employee's sick leave and annual leave balances have been exhausted. This additional leave must be taken immediately following the exhaustion of such balances. No such leave with pay shall be granted unless the Worker's Compensation Division of the Law Department advises the agency head 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.

An employee who is granted extended sick leave with pay pursuant to this section, shall receive the difference between the employee's weekly salary and the compensation rate for the period of time granted. 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. The injured employee shall undergo such medical examinations as are requested by Worker's Compensation Division of the Law Department and the employing agency, and when found fit for duty by the Worker's Compensation Board shall return to employment. Benefits provided under this section shall be in addition to but not concurrent with benefits provided under Sections 1 and 2 hereof. The benefits provided by this section shall not be provided or continued beyond the date on which disability retirement benefits become effective.

09020

INTERPRETATION

- A. An "assignment" Form (DP-2010 obtainable from the Department of Personnel Stock Section, Room 433) must be executed in duplicate by the injured employee and submitted to the employing agency. The employing agency shall forward the duplicate copy to the Worker's Compensation Section of the Law Department, and retain the original.

Section 4.

This Article XIII-A reflects the provisions currently applicable to other City employees. If the provisions applicable to other City employees are modified, they shall be deemed to be incorporated herein and shall supersede any conflicting section herein.

ARTICLE XIV-B - HEALTH INSURANCE 4

Section 1.

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

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

ARTICLE XIV-C - INTERESTS⁵

1. Interest on wage increases shall accrue at the rate of three percent (3%) per annum from one-hundred twenty (120) days after the execution of this agreement or one hundred twenty (120) days after the effective date of the increase, whichever is later, to the date of actual payment,

4 See Article XIV-A.

5 See Article XIV-A.

09020

2. 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 their earning, or one hundred twenty (120) days after the execution of this agreement, whichever is later, to the date of actual payment, and
3. Interest accrued under (1) or (2) above shall be payable only if the amount of interest due to an individual employee exceeds five dollars (\$5.).

ARTICLE XV - OTHER JOB TERMS AND CONDITIONS

Section 1. - Payment, Resignation, Layoffs or Leave of Absence

All per annum Licensed Officers who resign, are laid off or go on leave of absence (except those Employees who may die while in service or those whose services are terminated while charges are pending) shall be paid in cash for all work actually performed including overtime, and earned vacation, at their respective annual or daily rates of pay as the case may be.

Section 2 - Death Benefits-Unused Annual Leave and Compensatory Time

If an employee dies while in the City's employ, his beneficiary or if no beneficiary is designated, then his estate, shall receive payment in cash for the following:

- a. all unused accrued annual leave to a maximum of fifty-four (54) days credit.
- b. all unused accrued compensatory time earned subsequent to March 15, 1968 and retained pursuant to this Agreement, verifiable by official agency records, to a maximum of two hundred (200) hours.

Section 3. - Death Benefits

If an employee dies during the term of this Agreement because of an injury arising out of and in the course of his employment through no fault of his own, and in the proper performance of his duties, a payment of twenty-five thousand dollars (\$25,000) will be made from funds other than those of the Retirement System in addition to any other payment which may be made as a result of such death. Such payment shall be made to the same beneficiary designated for the purposes of Section 2 of this Article, or if no beneficiary is so designated, payment shall be made to the employee's estate.

Section 4. - Terminal Leave

The Employer shall provide to employees covered by this Agreement terminal leave in accordance with existing rules governing the grant to terminal leave to other City employees, pursuant to and limited by the provisions for terminal leave as outlined in the 1995-2001 *City-wide Agreement* between the City of New York and District Council 37, A.F.S.C.M.E., AFL-CIO.

09020

Section 5. - New Vessels

In the event that the Employer introduces newly designed vessels to the ferry or DC service, the Employer agrees to negotiate with the Union wages and working conditions with respect to such newly designed vessels. The foregoing is not to be construed as a reopening of this Agreement in any respect covering Licensed Officers employed on existing vessels.

Section 6. - Job Bidding

Per annum Licensed Officers shall have the right to bid for jobs on the basis of seniority. Such bid will be permanent for one year.

Changes may be made before the expiration of the year by mutual consent of the Licensed Officers, subject to prior approval by the Employer. Such approval shall not be unreasonably withheld.

Section 7. - Prohibited Work

No Licensed Officer will be required to clean the vessels.

Section 8. - Assignment of Overtime

- a. There shall be established in each title of Licensed Officers covered by this Agreement a list of Officers in seniority order who have signified in writing to the Office of the Director of Ferries or the Office of the Director of Maintenance (DC) that they will be available for overtime work.
- b. The assignment of overtime work in each title will be made from the established list on a rotating basis. When a Licensed Officer accepts or refuses overtime assignment in his turn, he rotates to the bottom of the list and will not be called again until all the officers in that title have either accepted or refused an assignment to work overtime at least once.
- c. If it is impractical to fill an overtime assignment in any particular title in the above manner the job may be assigned to another qualified employee of the agency to be selected at the sole discretion of the agency head.

ARTICLE XVI - GRIEVANCE AND ARBITRATION

Section 1. - Definition:

The term *grievance* shall mean:

- a. A dispute concerning the application or interpretation of the terms of this Agreement;
- b. A claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the Employer applicable to the agency which employs the grievant

09020

affecting the terms and conditions of employment; provided, disputes involving the Rules and Regulations of the New York City Personnel Director shall not be subject to the Grievance Procedure or arbitration;

- c. A claimed assignment of employees to duties substantially different from those stated in their job specifications;
- d. A claimed improper holding of an open competitive rather than a promotional examination; and
- e. A claimed wrongful disciplinary action taken against a permanent employee covered by Section 75 (1) of the Civil Service Law upon whom the agency head has served written charges of incompetency or misconduct while the employee is serving in his permanent title or which affects the employee's permanent status.

Section 2.

The Grievance Procedure, except for paragraphs **d.** and **e.** of Section 1, shall be as follows:

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

All grievances must be presented in writing at all steps in the grievance procedure. For all grievances as defined in Section 1(c), no monetary award shall in any event cover any period prior to the date of the filing of the Step I grievance unless such grievance has been filed within (30) days of the assignment to alleged out-of-title work.

Step I. - The employee and/or the Union shall present the grievance in the form of a memorandum to the person designated for such purpose by the agency head not later than 120 days after the date on which the grievance arose. The employee may also request an appointment to discuss the grievance. The person designated by the Employer to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall issue a determination in writing by the end of the third work day following the date of submission.

Step II. - An appeal from an unsatisfactory determination at Step I shall be presented in writing to the agency head or the agency head's designated representative who shall not be the same person designated in Step I. The appeal must be made within five (5) working days of the receipt of the Step I determination. The agency head or designated representative, if any, shall meet with the employee and/or the Union for review of the grievance and shall issue a determination in writing by the end of the tenth work day following the date on which the appeal was filed.

09020

Step III. - An appeal from an unsatisfactory determination at Step II shall be presented by the employee and/or the Union to the Commissioner of Labor Relations, in writing, within ten (10) working days of the receipt of the Step II determination. The grievant or the Union should submit copies of the Step I and Step II grievance filings and any agency responses thereto. Copies of such appeal shall be sent to the agency head. The Commissioner of Labor Relations or the Commissioner's designee shall review all appeals from Step II determinations and shall answer such appeals within fifteen (15) working days following the date on which the appeal was filed.

Step IV. - An appeal from an unsatisfactory determination at Step III may be brought solely by the Union to the Office of Collective Bargaining for impartial arbitration within fifteen (15) working days of receipt of the Step III determination. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance". The Employer shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accord with the Consolidated Rules of the Office of Collective Bargaining. The costs and fees of such arbitration shall be borne equally by the Union and the Employer.

The arbitrator's decision, order or award (if any), shall be limited to the application and interpretation of the Agreement, and the arbitrator shall not add to, subtract from or modify the Agreement. The arbitrator's award shall be final and binding and enforceable in any appropriate tribunal in accord with Article 75 of the Civil Practice Law and Rules. An arbitrator may provide for and direct such relief as the arbitrator deems shall be necessary and proper, subject to the limitations set forth above and any applicable limitations of law.

Section 3.

As a condition to the right of the Union to invoke impartial arbitration set forth in this Article, including the arbitration of a grievance involving a claimed improper holding of an open-competitive rather than a promotional examination, the employee or employees and the Union shall be required to file with the Director of 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.

In any case involving a grievance under Section 1e. of this Article, the following procedure shall govern upon service of written charges of incompetency or misconduct:

Step A. - Following the service of written charges, a conference with such employee shall be held with respect to such charges by the person designated by the agency head to review a

03020

grievance at Step I of the Grievance Procedure set forth in this Agreement. The employee may be represented at such conference by a representative of the Union. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference.

If the employee is satisfied with the determination in Step A. above, the employee may choose to accept such decision as an alternative to and in lieu of a determination made pursuant to the procedures provided for in Section 75 of the Civil Service Law. As a condition of accepting such determination, the employee shall sign a waiver of the employee's right to the procedures available to him or her under Sections 75 and 76 of the Civil Service Law.

Step B(i). - If the employee is not satisfied with the decision at Step A. above, then the Employer shall proceed in accordance with the disciplinary procedures set forth in Section 75 of the Civil Service Law. As an alternative, the Union with the consent of the employee may choose to proceed in accord with the Grievance Procedure set forth in this Agreement, including the right to proceed to binding arbitration pursuant to Step IV of such Grievance Procedure. As a condition for submitting the matter to the Grievance Procedure, the employee and the Union shall file a written waiver of the right to utilize the procedures available to the employee pursuant to Sections 75 and 76 of the Civil Service Law, or any other administrative or judicial tribunal, except for the purpose of enforcing an arbitrator's award, if any. Notwithstanding such waiver, the period of an employee's suspension without pay pending hearing and determination of charges shall not exceed thirty (30) days.

Step B(ii) - If the election is made to proceed pursuant to the Grievance Procedure, an appeal from the determination of Step A. above, shall be made to the agency head or designated representative. The appeal must be made in writing within five (5) working days of the receipt of the decision. The agency head or representative shall meet with the employee and the Union for review of the grievance and shall issue a written reply to the employee and the Union by the end of the tenth working day following the day on which the appeal was filed. The agency head or designated representative shall have the power to impose the discipline, if any, decided upon, up to and including termination of the accused employee's employment. In the event of such termination or suspension without pay totaling more than thirty (30) days, the Union with the consent of the grievant may elect to skip Step C of the Section and proceed directly to Step D.

Step C. - If the grievant is not satisfied with the determination of the agency head or designated representative, the grievant or the Union may appeal to the Commissioner of Labor Relations in writing within ten (10) days of the determination of the agency head or designated representative. The Commissioner of Labor Relations shall issue a written reply to the grievant and the Union within fifteen (15) working days.

Step D. - If the grievant is not satisfied with the determination of the Commissioner of Labor Relations, the Union with the consent of the grievant may proceed to arbitration pursuant to the procedures set forth in Step IV of the Grievance Procedure set forth in this Agreement.

Section 5.

Any grievance concerning a large number of employees which concerns the claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of the Agreement may be filed directly at Step III of the Grievance Procedure. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance.

Section 6.

If a determination satisfactory to the Union at any level of the Grievance Procedure is not implemented within a reasonable time, the Union may re-institute the original grievance at Step III of the Grievance Procedure; or if a satisfactory Step III determination has not been so implemented, the Union may institute a grievance concerning such failure to implement at Step IV of the Grievance Procedure.

Section 7.

If the employer exceeds any time limit prescribed at any Step in the Grievance Procedure, the grievant and/or the Union may invoke the next step of the procedure, except, however, that only the Union may invoke impartial arbitration under Step IV.

Section 8.

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

Section 9.

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

Section 10.

- a. Any grievance relating to a claimed improper holding of any open-competitive rather than a promotional examination shall be presented in writing by the employee or the Union representative to the Commissioner of Labor Relations not later than thirty (30) days after the notice of the intention to conduct such open-competitive examination, or copy of the appointing officer's request for such open-competitive examination, as the case may be, has been posted in accordance with Section 51 of the Civil Service Law. The grievance shall be considered and passed upon within ten (10) days after its presentation. The determination shall be in writing, copies of which shall be transmitted to both parties to the grievance upon

09020

issuance.

- b. A grievance relating to the use of an open-competitive rather than a promotional examination which is unresolved by the Commissioner of Labor Relations may be brought to impartial arbitration as provided in Sections 2 and 3 above. Such a grievance shall be presented by the Union, in writing, for arbitration within fifteen (15) days of the presentation of such grievance to the Commissioner of Labor Relations, and the arbitrator shall decide such grievance within 75 days of its presentation to the arbitrator. The party requesting such arbitration shall send a copy of such request to the other party. The costs and fees of such arbitration shall be borne equally by the Employer and the Union.

Section 11.

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

An appeal from a determination of the Commissioner of Labor Relations may be taken to arbitration under procedures, if any, applicable to the non-Mayoral agency involved.

Section 12.

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

Section 13. Expedited Arbitration Procedure.

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

09020

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

ii. CONDUCT OF HEARINGS:

- (1) The presentation of the case, to the extent possible, shall be made in the narrative form. To the degree that witnesses are necessary, examination will be limited to questions of material fact and cross-examination will be similarly limited. Submission of relevant documents, etc., will not be unreasonably limited and may be submitted as a "packet" exhibit.
- (2) In the event either party is unable to proceed with hearing a particular case, the case shall be rescheduled. However, only one adjournment shall be permitted. In the event that either party is unable to proceed on a second occasion, a default judgment may be entered against the adjourning party at the Arbitrator's discretion absent good cause shown.
- (3) The Arbitrator shall not be precluded from attempting to assist the parties in settling a particular case.
- (4) A decision will be issued by the Arbitrator within two weeks. It will not be necessary in the Award to recount any of the facts presented. However, a brief explanation of the Arbitrator's rationale may be included. Bench decisions may also be issued by the Arbitrator.
- (5) Decisions in this expedited procedure shall not be considered as precedent for

09020

any other case nor entered into evidence in any other forum or dispute except to enforce the Arbitrator's award.

- (6) The parties shall, whenever possible, exchange any documents intended to be offered in evidence at least one week in advance of the first hearing date and shall endeavor to stipulate to the issue in advance of the hearing date.

ARTICLE XVII - UNION REPRESENTATIVE - UNION ACTIVITY

Section 1.

Upon request, which shall not be unreasonably denied, and upon showing proper identification to the Employer's representatives, Union representatives shall have the right to go on the property and vessels of the Employer for the purpose of consulting with the Licensed Officers or the Employer or Agents of the Employer. Such visits shall be made at reasonable times and in no way interfere with the operation, loading or discharging of the Employer's vessels.

Section 2.

The Union will maintain and furnish the Employer a copy of an insurance policy which will protect the Employer against any claim for loss of life or injury occurring to a representative of the Union while on the property or a vessel of the Employer.

Section 3.

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 dated March 22, 1973 as amended or superseded by subsequent Executive Orders. No Licensed Officers shall otherwise engage in union activities during the time he is assigned to his regular duties.

Section 4.

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

ARTICLE XVIII - LABOR MANAGEMENT COMMITTEE

Section 1.

The Employer and the Union, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a labor-management committee in each of the agencies having at least fifty employees covered by this Agreement.

09020

Section 2.

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

Section 3.

Each labor-management committee shall consist of six members who shall serve for the term of this Agreement. The Union shall designate three members and the agency head shall designate three members. Vacancies shall be filled by the appointing party for the balance of the term to be served. Each member may designate one alternate. Each committee shall select a chairperson from among its members at each meeting. The chairperson of each committee shall alternate between the members designated by the agency head and the members designated by the Union. A quorum shall consist of a majority of the total membership of a committee. A committee shall make its recommendations to the agency head in writing.

Section 4.

The labor-management committee shall meet at the call of either the Union members or the Employer members at times mutually agreeable to both parties. At least one week in advance of a meeting the party calling the meeting shall provide, to the other party, a written agenda of matters to be discussed. Minutes shall be kept and copies supplied to all members of a committee.

ARTICLE XIX - BULLETIN BOARDS

The Union may maintain bulletin boards in places and locations where notices are usually posted by the Employer for the Licensed Officers to read. Such bulletin boards shall be used only for the purpose of notifying Licensed Officers in the Unit of matters pertaining to Union business. All notices shall be on Union stationery.

ARTICLE XX - NO STRIKES: NO LOCKOUTSection 1.

Neither the Union nor any Licensed Officer covered by this Agreement shall induce or engage in any strikes, slowdowns, work stoppages, or mass absenteeism, nor shall the Union induce any mass resignation during the term of this Agreement.

Section 2.

The Employer shall not lock out any Licensed Officers covered by this Agreement.

Section 3.

The foregoing Sections "1" and "2" shall not be construed to limit the rights of the Employer or the duties of the Employees and the Union under State Law.

09020

ARTICLE XXI - APPLICATION OF AGREEMENT

It is specifically understood and agreed that the terms and provisions of this Agreement and the benefits granted hereunder shall be applicable to each Employee in the Unit described in Section 1, Article I of this contract as of January 1, 2000, the effective date of this Agreement, provided, however, the Union executes the following instruments and the provisions of such instruments are complied with:

- a. A waiver of any rights such Licensed Officer may have under Section 220 of the Labor Law in a form and manner approved by the Corporation Counsel's office for such purposes (see Appendix "A") and;
- b. A Release to the City of New York in the form now used by the Employer for such purpose (see Appendix "A").

ARTICLE XXII - PRODUCTIVITY AND PERFORMANCE

Introduction

Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the Employer and the Union. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. To achieve and maintain a high level of effectiveness, the parties hereby agree to the following terms:

Section 1. - Performance Levels

- a. The Union recognizes the Employer's right under the New York City Collective Bargaining Law to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures may be used to determine acceptable performance levels, prepare work schedules and to measure the performance of each employee or group of employees. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on employees are within the scope of collective bargaining. The Employer will give the Union prior notice of the establishment and/or revision of performance standards or norms hereunder.
- b. Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable law.

09020

Section 2. - Supervisory Responsibility

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

Section 3. - Performance Compensation

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

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

ARTICLE XXIII - FINANCIAL EMERGENCY ACT

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

ARTICLE XXIV - APPENDICES

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

ARTICLE XXV - SAVINGS CLAUSE

In the event that any provision of this Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

09020

WHEREFORE, we have hereunto set our hands and seals this 24th day of Mar, 2009

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

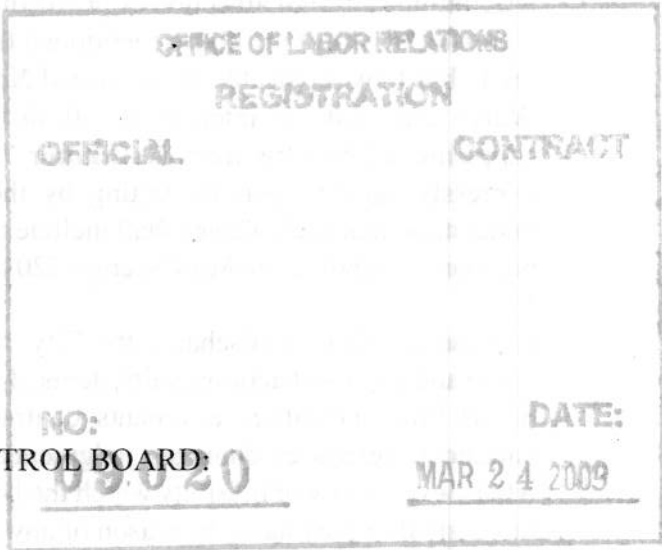
FOR DISTRICT No. 1, PCD, MEBA (AFL-CIO)

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

BY: Chris Guerra
CHRIS GUERRA
Director of New York Inland and Harbor Contracts

APPROVED AS TO FORM:

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



CERTIFIED TO THE FINANCIAL CONTROL BOARD:

DATE:

Unit: Ferryboat Titles (Licensed)

Term: November 7, 2008 to November 6, 2010

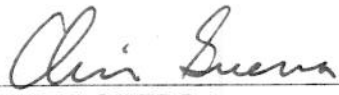
Appendix "A"

GENERAL RELEASE AND WAIVER

District No. 1-Pacific Coast District, MEBA, AFL-CIO bargaining representative of employees in the titles, Captain, Chief Marine Engineer, Marine Engineer, Assistant Captain, Chief Marine Engineer(DC), Marine Engineer(DC), Mate and Mate(DC) for and in consideration of the wage rates and supplemental benefit package negotiated and agreed upon by the Union and the City of New York as set forth in a collective bargaining agreement for the period beginning **November 7, 2008 and terminating November 6, 2010**, a copy of which has been made available to the Union, hereby voluntarily and knowingly agrees to:

1. Waive, withdraw, relinquish, and refrain from filing pursuing or instituting any claim for wages, supplements or other benefits, or any right, remedy, action or proceeding, which the Union has or may have under Section 220 of the Labor Law.
2. Discontinue any and all action or proceedings, if any, heretofore commenced by the Union on behalf of the above mentioned titles under and pursuant to Section 220 of the Labor Law applicable to the period **November 7, 2008 to November 6, 2010**.
3. Waive any and all interest on all differentials of basic rates of wages and supplemental benefits from **November 7, 2008 to November 6, 2010**, except as expressly agreed upon in writing by the Union and the City. It is expressly understood that such waiver shall include the waiver of any right to interest payments pursuant to subdivision 8c of Section 220 of the Labor Law (L. 1967, c., 502, Section 1).
4. Release and forever discharge the City of New York from all manner of actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever in law or in equity which the Union, on behalf of employees in the above titles, shall or may have, by reason of any claim for wages or supplemental benefits pursuant to Section 220 of the Labor Law from **November 7, 2008 to November 6, 2010**, except as expressly agreed upon in writing by the Union and the City for that period.

District No. 1, Pacific Coast District, MEBA, (AFL-CIO)

By: 
 CHRIS GUERRA
 Director of New York Inland
 and Harbor Contracts

09020

Appendix "B"

Schedule of Per Hour and Per Diem Differentials in Pay for Per Annum Employees when working as step up employees

(1) Hourly Differential for first 30 hrs per week when working in higher title

a. Hiring Rate

WORKING AS: TITLE						
Mate	11/7/08	\$2.70	\$3.34	\$5.74	\$6.86	
	11/7/09	\$2.81	\$3.47	\$5.97	\$7.14	
Assistant Captain	11/7/08		\$0.64	\$3.04	\$4.16	
	11/7/09		\$0.66	\$3.16	\$4.33	
Marine Engineer	11/7/08			\$2.40	\$3.52	
	11/7/09			\$2.50	\$3.67	
Chief Marine Engineer	11/7/08				\$1.12	
	11/7/09				\$1.17	

Continued(1) Hourly Differential for first 30 hours per week when working in higher title.

b. Incumbent Rate

WORKING AS: TITLE						
Mate	11/7/08	\$2.90	\$3.58	\$6.15	\$7.36	
	11/7/09	\$3.02	\$3.73	\$6.40	\$7.65	
Assistant Captain	11/7/08		\$0.68	\$3.25	\$4.46	
	11/7/09		\$0.71	\$3.38	\$4.63	
Marine Engineer	11/7/08			\$2.57	\$3.78	
	11/7/09			\$2.67	\$3.92	

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Chief Marine Engineer	11/7/08				\$1.21
	11/7/09				\$1.25

(2) Hourly Differential for 31st and 32nd hrs per week when working in higher title.

a. Hiring Rate

WORKING AS:					
TITLE					
Mate	11/7/08	\$4.05	\$5.01	\$8.61	\$10.29
	11/7/09	\$4.22	\$5.21	\$8.96	\$10.71
Assistant Captain	11/7/08		\$0.96	\$4.56	\$6.24
	11/7/09		\$0.99	\$4.74	\$6.49
Marine Engineer	11/7/08			\$3.60	\$5.28
	11/7/09			\$3.75	\$5.50
Chief Marine Engineer	11/7/08				\$1.68
	11/7/09				\$1.75

(2) Hourly Differential for 31st and 32nd hours per week when working in higher title.

b. Incumbent Rate

WORKING AS:					
TITLE					
Mate	11/7/08	\$4.35	\$5.37	\$9.23	\$11.04
	11/7/09	\$4.53	\$5.60	\$9.60	\$11.48
Assistant Captain	11/7/08		\$1.02	\$4.88	\$6.69
	11/7/09		\$1.07	\$5.07	\$6.95

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Marine Engineer	11/7/08	\$3.86	\$5.67
	11/7/09	\$4.00	\$5.88
Chief Marine Engineer	11/7/08		\$1.81
	11/7/09		\$1.88

Note:

(A) The schedule set forth directly herein above (paragraph #2) is applicable only when an employee works more than 30 hours per week in any one higher title on his regularly assigned tours. If a person works in more than one higher title during the week on such tours, use rates set forth in (1) above for all differential payable for such tours.

(B) For purposes only of determining when the rates for the thirty-first and thirty-second hour of work per week in one higher title are to be paid, tours from which an employee is excused by reason of the holiday provisions of the respective agreement are to be counted as time worked in the first 30 hours per week

(3) Daily Differentials for holidays not worked that fall in a pay period, provided the employees work in the higher category for all assigned shifts during the pay period.

a. Hiring Rate

WORKING AS:
TITLE

Mate	11/7/08	\$21.60	\$26.72	\$45.92	\$54.88
	11/7/09	\$22.48	\$27.76	\$47.76	\$57.12
Assistant Captain	11/7/08		\$5.12	\$24.32	\$33.28
	11/7/09		\$5.28	\$25.28	\$34.64
Marine Engineer	11/7/08			\$19.20	\$28.16
	11/7/09			\$20.00	\$29.36
Chief Marine Engineer	11/7/08				\$8.96
	11/7/09				\$9.36

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(3) Daily Differentials for holidays not worked that fall in a pay period, provided the employees work in the higher category for all assigned shifts during the pay period.

b. Incumbent
Rate

WORKING AS:
TITLE

Mate	11/7/08	\$23.20	\$28.64	\$49.20	\$58.88
	11/7/09	\$24.16	\$29.84	\$51.20	\$61.20
Assistant Captain	11/7/08		\$5.44	\$26.00	\$35.68
	11/7/09		\$5.68	\$27.04	\$37.04
Marine Engineer	11/7/08			\$20.56	\$30.24
	11/7/09			\$21.36	\$31.36
Chief Marine Engineer	11/7/08				\$9.68
	11/7/09				\$10.00

Note:

* Employees hired on or after 11/7/08 shall be paid the applicable hiring rate in effect on their hiring date. Upon completion of one (1) year of active or qualified inactive service, such employee shall be paid the indicated "minimum" for the applicable title that is in effect on the one year anniversary of their original appointment. In no case shall an employee receive less than the stated hiring rate.

* * Each appointment to this position above the November 7, 2008 minimum will be handled on a case by case basis.

(4) Hourly rates for work performed over 8 hours in a day, 32 hours in one week, 198 days a year and work performed on a legal paid holiday:

Use rates set forth in Article VIII, Section 1.

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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 C

February 20, 2009

Mr. Chris Guerra
Director of NY Inland & Harbor Contracts
District No. 1 – PCD, MEBA (AFL-CIO)
37 Edward Hart Drive
Jersey City, NJ 07305

Dear Mr. Guerra:

This is to confirm the parties mutual understanding that for the purposes of Article IV section 3(a)(1) the definition of "approved leave of absence" shall include employees who are on the following approved leaves:

- (1) maternity/childcare leave;
- (2) unpaid military leave;
- (3) unpaid time while on jury duty;
- (4) unpaid leave for union business pursuant to Executive Order 75;
- (5) unpaid leave pending workers' compensation determination;
- (6) unpaid leave while on workers' compensation option 2;
- (7) approved unpaid time off due to illness or exhaustion of paid sick leave;
- (8) approved unpaid time off due to family illness; and
- (9) other pre-approved leaves without pay.

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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
MEBA**

BY: 

CHRIS GUERRA

Director of NY Inland & Harbor Contracts

02080



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 D

February 20, 2009

Mr. Chris Guerra
Director of NY Inland & Harbor Contracts
District No. 1 – PCD, MEBA (AFL-CIO)
37 Edward Hart Drive
Jersey City, NJ 07305

Re: MEBA Ferryboat Agreement for the period
November 7, 2008 to November 6, 2010

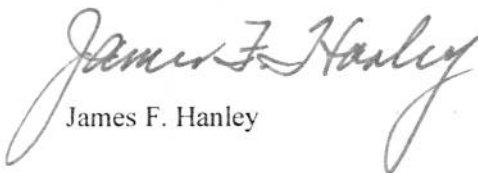
Dear Mr. Guerra:

This is to confirm our mutual understanding that the Marine Engineer's Beneficial Association has accepted and agreed to be bound by the terms of the 2008-2010 MEBA Ferryboat Agreement. It is understood that up to \$50 per active employee per year, of the current contribution to the MEBA City Employees' Beneficial Fund, may be used to reimburse the cost of tuition to MEBA for the Calhoun MEBA Engineering School.

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 other monies received by the welfare fund.

The welfare fund will be responsible for disbursements, and shall maintain records of disbursements that include the name of the employee, the date and the amount of the disbursement made on behalf of the employee to the school.

Very truly yours,


James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF MEBA



Chris Guerra

09.020



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

February 20, 2009

Mr. Chris Guerra
Director of NY Inland & Harbor Contracts
District No. 1 – PCD, MEBA (AFL-CIO)
37 Edward Hart Drive
Jersey City, NJ 07305

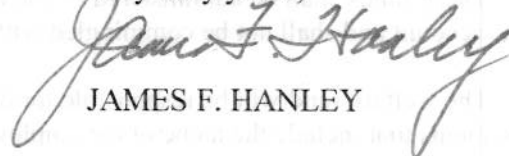
Re: 2008-2010 MEBA (Ferry) Agreement – ACF Payment

Dear Mr. Guerra:

This is to confirm the understanding of the parties that effective on November 6, 2010, the bargaining unit shall have available funds not to exceed 0.10% to purchase recurring benefits, mutually agreed to by the parties, other than to enhance the general wage increases. The funds available shall be based on the December 31, 2007 payroll, including spinoffs and pensions.

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

Very truly yours,


JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF MEBA

BY: 

CHRIS GUERRA

Director of NY Inland & Harbor Contracts

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