




Office of Labor Relations

22 Cortlandt Street, New York, NY 10007
nyc.gov/olr

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Commissioner
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First Deputy Commissioner

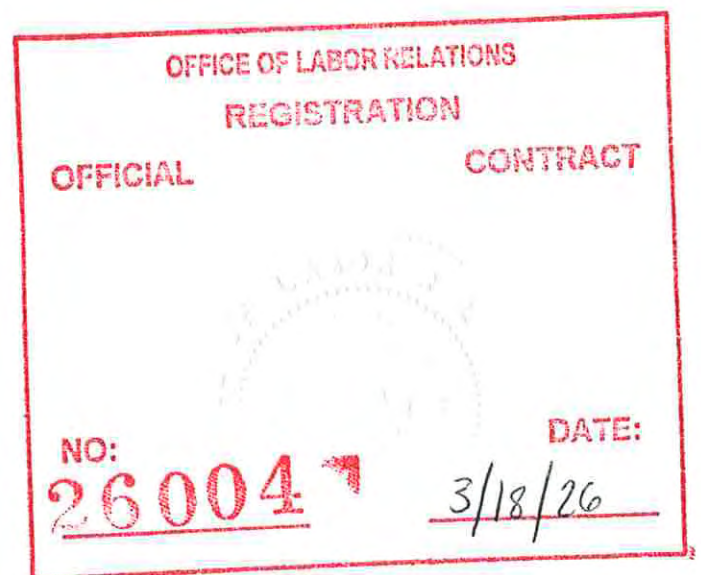
Claire Levitt
Deputy Commissioner
Health Core Strategy
Sang Hong
Director of Operations,
Employee Benefits Program
Beth Kushner
Director of Administration,
Employee Benefits Program

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES
FROM: RENEE CAMPION, COMMISSIONER 
SUBJECT: EXECUTED CONTRACT: REAL ESTATE TITLES, ET AL
TERM: MARCH 3, 2010 TO SEPTEMBER 25, 2017

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 Council 37 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:



**Real Estate Titles, et al.
2010-2017 Agreement**

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26004

Real Estate Titles, *et al.*
2010-2017 Agreement

AGREEMENT entered into this day of 2026, 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 Council 37, AFSCME, AFL-CIO (hereinafter referred to as “the Union”), for the ninety month, 23 day month period from March 3, 2010 to September 25, 2017.

WITNESSETH:

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I -- UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the bargaining unit set forth below, consisting of employees of the Employer, wherever employed, whether full-time, part-time per annum, hourly or per diem, in the below listed title(s), and in any successor title(s) that may be certified by the Board of Certification of the Office of Collective Bargaining to be part of the unit herein for which the Union is the exclusive collective bargaining representative and in any positions in Restored Rule X titles of the Classified Service the duties of which are or shall be equated by the City Personnel Director and the Director of the Budget for salary purposes to any of the below listed title(s):

40410	Appraiser (Real Estate)
40401	Appraiser Trainee (Real Estate)
40210	Assessor
40201	Assistant City Assessor
81706	Assistant Real Estate Repairer
80136	Assistant Supervising Real Estate Manager
2250B	Associate Housing Development Specialist
40551	Associate Mortgage Analyst
80122	Associate Real Property Manager
40202	City Assessor

26004

32415	Demolition Inspector
2250A	Housing Development Specialist
40550	Mortgage Analyst
30820	Principal Title Examiner
80110	Real Estate Manager
82111	Real Estate Repairer
80102	Real Property Assistant
80112	Real Property Manager
80097	Relocation Aide
90573	Repair Crew Chief (HDA)
90571	Repair Crew Worker (HDA)
90576	Repair Shop Manager (HDA)
40430	Right of Way Negotiator
40415	Senior Appraiser (Real Estate)
32435	Senior Demolition Inspector
90574	Senior Repair Crew Chief (HDA)
40431	Senior Right of Way Negotiator
30810	Senior Title Examiner
40420	Supervising Appraiser (Real Estate)
40220	Supervising Assessor
32455	Supervising Demolition Inspector
30805	Title Examiner

Section 2.

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

ARTICLE II -- DUES CHECKOFF

Section 1.

- a. The Union shall have the exclusive right to the checkoff and transmittal of dues on behalf of each employee in accordance with the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "Regulations Relating to the Checkoff of Union Dues" and in accordance with the Mayor's Executive Order No. 107, dated December 29, 1986, entitled "Procedures for Orderly Payroll Check-Off of Union Dues and Agency Shop Fees."
- b. Any employee may consent in writing to the authorization of the deduction of dues from the employee's wages and to the designation of the Union as the recipient thereof. Such consent, if given, shall be in a proper form acceptable to the City, which bears the signature of the employee.

Section 2.

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

ARTICLE III -- SALARIES

Section 1.

- a. This Article III is subject to the provisions, terms and conditions of the Alternative Career and Salary Pay Plan Regulations, dated March 15, 1967 as amended, except that the specific terms and conditions of this Article shall supersede any provisions of such Regulations inconsistent with this Agreement subject to the limitations of applicable provisions of law.
- b. Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, advancement or level increases, general increases, education differentials and any other salary adjustments, are based upon a normal work week of 35 hours. In accordance with Article IX, Section 24 of the 1995 – 2001 Citywide Agreement, an Employee who works on a full-time, per-diem basis shall receive their base salary (including salary increment schedules) and/or additions-to-gross payment in the same manner as a full-time, per-annum employee. An employee who works on a part-time per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such employee and the number of hours in the said normal work week, unless otherwise specified.
- c. Employees who work on a part-time per diem or hourly basis and who are eligible for any salary adjustment provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed as follows, unless otherwise specified:

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

Hourly Rate: 35 hour week basis: 1/1827 of the appropriate minimum basic annual salary.
- d. The maximum salary for a title shall not constitute a bar to the payment of any salary adjustment or pay differentials provided for in this Agreement but the said increase above the maximum shall not be deemed a promotion.

Section 2.

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

a. Effective March 3, 2010

TITLE:	i. Minimum		ii. Maximum
	(1) Hiring Rate	(2) Incumbent Rate	
Appraiser (Real Estate) ** @			
Level I @	\$48,278	\$55,520	\$69,008
Level II @	\$54,212	\$62,344	\$78,844
Level III@	\$62,050	\$71,358	\$84,371

Appraiser Trainee (Real Estate) (***)			
Level I	\$36,282	\$41,724	Flat Rate
Level II	\$41,403	\$47,613	Flat Rate
Assessor	\$48,278	\$55,520	\$69,008
Assistant City Assessor			
Level I	\$34,841	\$40,067	\$42,773
Level II	\$40,623	\$46,717	\$50,572
Assistant Real Estate Repairer	\$25,095	\$28,859	\$32,893
Asst. Sprvsg Real Estate Mngr *	\$45,657	\$52,505	\$66,166
Associate Housing Development Specialist	\$62,046	\$71,353	\$84,370
Associate Mortgage Analyst *	\$62,046	\$71,353	\$84,370
Associate Real Property Manager			
Level I	\$46,371	\$53,327	\$66,166
Level II	\$54,430	\$62,594	\$74,255
City Assessor			
Level I	\$48,278	\$55,520	\$63,166
Level II	\$55,255	\$63,543	\$71,058
Level III a	\$64,080	\$73,692	\$85,532
Level III b	\$66,380	\$76,337	\$85,532
Level IV	\$68,695	\$78,999	\$90,810
Demolition Inspector	\$41,540	\$47,771	\$58,979
Housing Development Specialist	\$48,278	\$55,520	\$69,008
Mortgage Analyst *	\$48,278	\$55,520	\$69,008
Principal Title Examiner	\$45,990	\$52,888	\$69,008
Real Estate Manager *	\$35,339	\$40,640	\$52,001
Real Estate Repairer	\$27,407	\$31,518	\$35,725
Real Property Assistant	\$28,875	\$33,206	\$39,475
Real Property Manager			
Level I	\$37,196	\$42,775	\$52,001
Level II a	\$41,930	\$48,220	\$57,561
Level II b	\$44,576	\$51,262	\$61,566
Relocation Aide *	\$25,824	\$29,698	\$33,595
Repair Crew Chief (HDA)	\$32,980	\$37,927	\$46,365
Repair Crew Worker (HDA)	\$27,772	\$31,938	\$36,476
Repair Shop Manager (HDA)	\$44,966	\$51,711	\$65,985
Right of Way Negotiator	\$45,990	\$52,888	\$69,008
Senior Appraiser (Real Estate) (***)	\$54,212	\$62,344	\$78,844
Senior Demolition Inspector	\$45,986	\$52,884	\$65,578
Senior Repair Crew Chief (HDA)	\$41,558	\$47,792	\$60,681
Senior Right of Way Negotiator	\$54,212	\$62,344	\$78,844

Senior Title Examiner	\$36,993	\$42,542	\$51,756
Supervising Appraiser (Real Estate) ***	\$62,050	\$71,358	\$84,371
Supervising Assessor *	\$62,050	\$71,358	\$84,371
Supervising Demolition Inspector	\$51,183	\$58,860	\$72,116
Title Examiner	\$33,696	\$38,750	\$50,572

b. Effective September 3, 2011

<u>TITLE</u>	i. Minimum		ii. Maximum
	(1) Hiring Rate	(2) Incumbent Rate	
Appraiser (Real Estate) **			
Level I	\$48,761	\$56,075	\$69,698
Level II	\$54,754	\$62,967	\$79,632
Level III	\$62,671	\$72,072	\$85,215
Appraiser Trainee (Real Estate) ***			
Level I ***	\$36,644	\$42,141	Flat Rate
Level II ***	\$41,817	\$48,089	Flat Rate
Assessor	\$48,761	\$56,075	\$69,698
Assistant City Assessor			
Level I	\$35,190	\$40,468	\$43,201
Level II	\$41,030	\$47,184	\$51,078
Assistant Real Estate Repairer	\$25,346	\$29,148	\$33,222
Asst. Sprvsg Real Estate Mngr *	\$46,113	\$53,030	\$66,828
Associate Housing Development Specialist	\$62,667	\$72,067	\$85,214
Associate Mortgage Analyst *	\$62,667	\$72,067	\$85,214
Associate Real Property Manager			
Level I	\$46,835	\$53,860	\$66,828
Level II	\$54,974	\$63,220	\$74,998
City Assessor			
Level I	\$48,761	\$56,075	\$63,798
Level II	\$55,807	\$64,178	\$71,769
Level IIIa	\$64,721	\$74,429	\$86,387
Level IIIb	\$67,043	\$77,100	\$86,387
Level IV	\$69,382	\$79,789	\$91,718
Demolition Inspector	\$41,956	\$48,249	\$59,569
Housing Development Specialist	\$48,761	\$56,075	\$69,698
Mortgage Analyst *	\$48,761	\$56,075	\$69,698
Principal Title Examiner	\$46,450	\$53,417	\$69,698
Real Estate Manager *	\$35,692	\$41,046	\$52,521
Real Estate Repairer	\$27,681	\$31,833	\$36,082
Real Property Assistant	\$29,163	\$33,538	\$39,870

Real Property Manager			
Level I	\$37,568	\$43,203	\$52,521
Level IIa	\$42,350	\$48,702	\$58,137
Level IIb	\$45,022	\$51,775	\$62,182
Relocation Aide **	\$26,083	\$29,995	\$33,931
Repair Crew Chief (HDA)	\$33,310	\$38,306	\$46,829
Repair Crew Worker (HDA)	\$28,050	\$32,257	\$36,841
Repair Shop Manager (HDA)	\$45,416	\$52,228	\$66,645
Right of Way Negotiator	\$46,450	\$53,417	\$69,698
Senior Appraiser (Real Estate) ***	\$54,754	\$62,967	\$79,632
Senior Demolition Inspector	\$46,446	\$53,413	\$66,234
Senior Repair Crew Chief (HDA)	\$41,974	\$48,270	\$61,288
Senior Right of Way Negotiator	\$54,754	\$62,967	\$79,632
Senior Title Examiner	\$37,363	\$42,967	\$52,274
Supervising Appraiser (Real Estate) ***	\$62,671	\$72,072	\$85,215
Supervising Assessor *	\$62,671	\$72,072	\$85,215
Supervising Demolition Inspector	\$51,695	\$59,449	\$72,837
Title Examiner	\$34,033	\$39,138	\$51,078

c. Effective September 3, 2012

<u>TITLE</u>	i. Minimum		ii. Maximum
	(1) Hiring Rate	(2) Incumbent Rate	
Appraiser (Real Estate) **			
Level I	\$49,249	\$56,636	\$70,395
Level II	\$55,302	\$63,597	\$80,428
Level III	\$63,298	\$72,793	\$86,067
Appraiser Trainee (Real Estate) ***			
Level I ***	\$37,010	\$42,562	Flat Rate
Level II ***	\$42,235	\$48,570	Flat Rate
Assessor	\$49,249	\$56,636	\$70,395
Assistant City Assessor			
Level I	\$35,542	\$40,873	\$43,633
Level II	\$41,440	\$47,656	\$51,589
Assistant Real Estate Repairer	\$25,599	\$29,439	\$33,554
Asst. Sprvsg Real Estate Mngr *	\$46,574	\$53,560	\$67,496
Associate Housing Development Specialist	\$63,294	\$72,788	\$86,066
Associate Mortgage Analyst *	\$63,294	\$72,788	\$86,066
Associate Real Property Manager			
Level I	\$47,303	\$54,399	\$67,496

Level II	\$55,523	\$63,852	\$75,748
City Assessor			
Level I	\$49,249	\$56,636	\$64,436
Level II	\$56,365	\$64,820	\$72,487
Level IIIa	\$65,368	\$75,173	\$87,251
Level IIIb	\$67,714	\$77,871	\$87,251
Level IV	\$70,076	\$80,587	\$92,635
Demolition Inspector	\$42,375	\$48,731	\$60,165
Housing Development Specialist	\$49,249	\$56,636	\$70,395
Mortgage Analyst *	\$49,249	\$56,636	\$70,395
Principal Title Examiner	\$46,914	\$53,951	\$70,395
Real Estate Manager *	\$36,049	\$41,456	\$53,046
Real Estate Repairer	\$27,957	\$32,151	\$36,443
Real Property Assistant	\$29,455	\$33,873	\$40,269
Real Property Manager			
Level I	\$37,943	\$43,635	\$53,046
Level IIa	\$42,773	\$49,189	\$58,718
Level IIb	\$45,472	\$52,293	\$62,804
Relocation Aide *	\$26,343	\$30,295	\$34,270
Repair Crew Chief (HDA)	\$33,643	\$38,689	\$47,297
Repair Crew Worker (HDA)	\$28,330	\$32,580	\$37,209
Repair Shop Manager (HDA)	\$45,870	\$52,750	\$67,311
Right of Way Negotiator	\$46,914	\$53,951	\$70,395
Senior Appraiser (Real Estate) ***	\$55,302	\$63,597	\$80,428
Senior Demolition Inspector	\$46,910	\$53,947	\$66,896
Senior Repair Crew Chief (HDA)	\$42,394	\$48,753	\$61,901
Senior Right of Way Negotiator	\$55,302	\$63,597	\$80,428
Senior Title Examiner	\$37,737	\$43,397	\$52,797
Supervising Appraiser (Real Estate) ***	\$63,298	\$72,793	\$86,067
Supervising Assessor **	\$63,298	\$72,793	\$86,067
Supervising Demolition Inspector	\$52,211	\$60,043	\$73,565
Title Examiner	\$34,373	\$39,529	\$51,589

d. Effective September 3, 2013

<u>TITLE</u>	i. Minimum		ii. Maximum
	(1) Hiring Rate	(2) Incumbent Rate	
Appraiser (Real Estate) **			
Level I	\$49,741	\$57,202	\$71,099
Level II	\$55,855	\$64,233	\$81,232

Level III	\$63,931	\$73,521	\$86,928
Appraiser Trainee (Real Estate) ***			
Level I ***	\$37,381	\$42,988	Flat Rate
Level II ***	\$42,657	\$49,056	Flat Rate
Assessor	\$49,741	\$57,202	\$71,099
Assistant City Assessor			
Level I	\$35,897	\$41,282	\$44,069
Level II	\$41,855	\$48,133	\$52,105
Assistant Real Estate Repairer	\$25,855	\$29,733	\$33,890
Asst. Sprvsg Real Estate Mngr *	\$47,040	\$54,096	\$68,171
Associate Housing Development Specialist	\$63,927	\$73,516	\$86,927
Associate Mortgage Analyst *	\$63,927	\$73,516	\$86,927
Associate Real Property Manager			
Level I	\$47,777	\$54,943	\$68,171
Level II	\$56,079	\$64,491	\$76,505
City Assessor			
Level I	\$49,741	\$57,202	\$65,080
Level II	\$56,929	\$65,468	\$73,212
Level IIIa	\$66,022	\$75,925	\$88,124
Level IIIb	\$68,391	\$78,650	\$88,124
Level IV	\$70,777	\$81,393	\$93,561
Demolition Inspector	\$42,798	\$49,218	\$60,767
Housing Development Specialist	\$49,741	\$57,202	\$71,099
Mortgage Analyst *	\$49,741	\$57,202	\$71,099
Principal Title Examiner	\$47,383	\$54,491	\$71,099
Real Estate Manager *	\$36,410	\$41,871	\$53,576
Real Estate Repairer	\$28,237	\$32,473	\$36,807
Real Property Assistant	\$29,750	\$34,212	\$40,672
Real Property Manager			
Level I	\$38,323	\$44,071	\$53,576
Level IIa	\$43,201	\$49,681	\$59,305
Level IIb	\$45,927	\$52,816	\$63,432
Relocation Aide *	\$26,607	\$30,598	\$34,613
Repair Crew Chief (HDA)	\$33,979	\$39,076	\$47,770
Repair Crew Worker (HDA)	\$28,614	\$32,906	\$37,581
Repair Shop Manager (HDA)	\$46,329	\$53,278	\$67,984
Right of Way Negotiator	\$47,383	\$54,491	\$71,099
Senior Appraiser (Real Estate) ***	\$55,855	\$64,233	\$81,232
Senior Demolition Inspector	\$47,379	\$54,486	\$67,565
Senior Repair Crew Chief (HDA)	\$42,818	\$49,241	\$62,520
Senior Right of Way Negotiator	\$55,855	\$64,233	\$81,232

Senior Title Examiner	\$38,114	\$43,831	\$53,325
Supervising Appraiser (Real Estate) ***	\$63,931	\$73,521	\$86,928
Supervising Assessor *	\$63,931	\$73,521	\$86,928
Supervising Demolition Inspector	\$52,733	\$60,643	\$74,301
Title Examiner	\$34,717	\$39,924	\$52,105

e. Effective September 3, 2014

<u>TITLE</u>	i. Minimum		ii. Maximum
	(1) Hiring Rate	(2) Incumbent Rate	
Appraiser (Real Estate) **			
Level I	\$50,487	\$58,060	\$72,165
Level II	\$56,692	\$65,196	\$82,450
Level III	\$64,890	\$74,624	\$88,232
Appraiser Trainee (Real Estate) ***			
Level I ***	\$37,942	\$43,633	Flat Rate
Level II ***	\$43,297	\$49,792	Flat Rate
Assessor	\$50,487	\$58,060	\$72,165
Assistant City Assessor			
Level I	\$36,436	\$41,901	\$44,730
Level II	\$42,483	\$48,855	\$52,887
Assistant Real Estate Repairer	\$26,243	\$30,179	\$34,398
Asst. Sprvsg Real Estate Mngr *	\$47,745	\$54,907	\$69,194
Associate Housing Development Specialist	\$64,886	\$74,619	\$88,231
Associate Mortgage Analyst *	\$64,886	\$74,619	\$88,231
Associate Real Property Manager			
Level I	\$48,493	\$55,767	\$69,194
Level II	\$56,920	\$65,458	\$77,653
City Assessor			
Level I	\$50,487	\$58,060	\$66,056
Level II	\$57,783	\$66,450	\$74,310
Level IIIa	\$67,012	\$77,064	\$89,446
Level IIIb	\$69,417	\$79,830	\$89,446
Level IV	\$71,838	\$82,614	\$94,964
Demolition Inspector	\$43,440	\$49,956	\$61,679
Housing Development Specialist	\$50,487	\$58,060	\$72,165
Mortgage Analyst *	\$50,487	\$58,060	\$72,165
Principal Title Examiner	\$48,094	\$55,308	\$72,165
Real Estate Manager *	\$36,956	\$42,499	\$54,380

Real Estate Repairer	\$28,661	\$32,960	\$37,359
Real Property Assistant	\$30,196	\$34,725	\$41,282
Real Property Manager			
Level I	\$38,897	\$44,732	\$54,380
Level IIa	\$43,849	\$50,426	\$60,195
Level IIb	\$46,616	\$53,608	\$64,383
Relocation Aide *	\$27,006	\$31,057	\$35,132
Repair Crew Chief (HDA)	\$34,489	\$39,662	\$48,487
Repair Crew Worker (HDA)	\$29,043	\$33,400	\$38,145
Repair Shop Manager (HDA)	\$47,023	\$54,077	\$69,004
Right of Way Negotiator	\$48,094	\$55,308	\$72,165
Senior Appraiser (Real Estate) ***	\$56,692	\$65,196	\$82,450
Senior Demolition Inspector	\$48,090	\$55,303	\$68,578
Senior Repair Crew Chief (HDA)	\$43,461	\$49,980	\$63,458
Senior Right of Way Negotiator	\$56,692	\$65,196	\$82,450
Senior Title Examiner	\$38,685	\$44,488	\$54,125
Supervising Appraiser (Real Estate) ***	\$64,890	\$74,624	\$88,232
Supervising Assessor *	\$64,890	\$74,624	\$88,232
Supervising Demolition Inspector	\$53,524	\$61,553	\$75,416
Title Examiner	\$35,237	\$40,523	\$52,887

f. Effective September 3, 2015

<u>TITLE</u>	i. Minimum		ii. Maximum
	(1) Hiring Rate	(2) Incumbent Rate	
Appraiser (Real Estate) **			
Level I	\$51,750	\$59,512	\$73,969
Level II	\$58,110	\$66,826	\$84,511
Level III	\$66,513	\$76,490	\$90,438
Appraiser Trainee (Real Estate) ***			
Level I ***	\$38,890	\$44,724	Flat Rate
Level II ***	\$44,380	\$51,037	Flat Rate
Assessor	\$51,750	\$59,512	\$73,969
Assistant City Assessor			
Level I	\$37,347	\$42,949	\$45,848
Level II	\$43,544	\$50,076	\$54,209
Assistant Real Estate Repairer	\$26,898	\$30,933	\$35,258
Asst. Sprvsg Real Estate Mngr *	\$48,939	\$56,280	\$70,924
Associate Housing Development Specialist	\$66,508	\$76,484	\$90,437

Associate Mortgage Analyst *	\$66,508	\$76,484	\$90,437
Associate Real Property Manager			
Level I	\$49,705	\$57,161	\$70,924
Level II	\$58,343	\$67,094	\$79,594
City Assessor			
Level I	\$51,750	\$59,512	\$67,707
Level II	\$59,227	\$68,111	\$76,168
Level IIIa	\$68,688	\$78,991	\$91,682
Level IIIb	\$71,153	\$81,826	\$91,682
Level IV	\$73,634	\$84,679	\$97,338
Demolition Inspector	\$44,526	\$51,205	\$63,221
Housing Development Specialist	\$51,750	\$59,512	\$73,969
Mortgage Analyst *	\$51,750	\$59,512	\$73,969
Principal Title Examiner	\$49,297	\$56,691	\$73,969
Real Estate Manager *	\$37,879	\$43,561	\$55,740
Real Estate Repairer	\$29,377	\$33,784	\$38,293
Real Property Assistant	\$30,950	\$35,593	\$42,314
Real Property Manager			
Level I	\$39,870	\$45,850	\$55,740
Level IIa	\$44,945	\$51,687	\$61,700
Level IIb	\$47,781	\$54,948	\$65,993
Relocation Aide *	\$27,681	\$31,833	\$36,010
Repair Crew Chief (HDA)	\$35,351	\$40,654	\$49,699
Repair Crew Worker (HDA)	\$29,770	\$34,235	\$39,099
Repair Shop Manager (HDA)	\$48,199	\$55,429	\$70,729
Right of Way Negotiator	\$49,297	\$56,691	\$73,969
Senior Appraiser (Real Estate) ***	\$58,110	\$66,826	\$84,511
Senior Demolition Inspector	\$49,292	\$56,686	\$70,292
Senior Repair Crew Chief (HDA)	\$44,548	\$51,230	\$65,044
Senior Right of Way Negotiator	\$58,110	\$66,826	\$84,511
Senior Title Examiner	\$39,652	\$45,600	\$55,478
Supervising Appraiser (Real Estate) ***	\$66,513	\$76,490	\$90,438
Supervising Assessor *	\$66,513	\$76,490	\$90,438
Supervising Demolition Inspector	\$54,863	\$63,092	\$77,301
Title Examiner	\$36,118	\$41,536	\$54,209

g. Effective September 3, 2016

<u>TITLE</u>	i. Minimum		ii. Maximum
	(1) Hiring Rate	(2) Incumbent Rate	
Appraiser (Real Estate) **			
Level I	\$53,302	\$61,297	\$76,188
Level II	\$59,853	\$68,831	\$87,046
Level III	\$68,509	\$78,785	\$93,151
Appraiser Trainee (Real Estate) ***			
Level I ***	\$40,057	\$46,066	Flat Rate
Level II ***	\$45,711	\$52,568	Flat Rate
Assessor	\$53,302	\$61,297	\$76,188
Assistant City Assessor			
Level I	\$38,467	\$44,237	\$47,223
Level II	\$44,850	\$51,578	\$55,835
Assistant Real Estate Repairer	\$27,705	\$31,861	\$36,316
Asst. Sprvsg Real Estate Mngr *	\$50,407	\$57,968	\$73,052
Associate Housing Development Specialist	\$68,503	\$78,779	\$93,150
Associate Mortgage Analyst *	\$68,503	\$78,779	\$93,150
Associate Real Property Manager			
Level I	\$51,197	\$58,876	\$73,052
Level II	\$60,093	\$69,107	\$81,982
City Assessor	\$53,302	\$61,297	\$100,258
Level I	\$53,302	\$61,297	\$69,738
Level II	\$61,003	\$70,154	\$78,453
Level IIIa	\$70,749	\$81,361	\$94,432
Level IIIb	\$73,288	\$84,281	\$94,432
Level IV	\$75,843	\$87,219	\$100,258
Demolition Inspector	\$45,862	\$52,741	\$65,118
Housing Development Specialist	\$53,302	\$61,297	\$76,188
Mortgage Analyst *	\$53,302	\$61,297	\$76,188
Principal Title Examiner	\$50,776	\$58,392	\$76,188
Real Estate Manager *	\$39,016	\$44,868	\$57,412
Real Estate Repairer	\$30,259	\$34,798	\$39,442
Real Property Assistant	\$31,879	\$36,661	\$43,583
Real Property Manager			
Level I	\$41,066	\$47,226	\$57,412
Level IIa	\$46,294	\$53,238	\$63,551
Level IIb	\$49,214	\$56,596	\$67,973
Relocation Aide *	\$28,511	\$32,788	\$37,090
Repair Crew Chief (HDA)	\$36,412	\$41,874	\$51,190

Repair Crew Worker (HDA)	\$30,663	\$35,262	\$40,272
Repair Shop Manager (HDA)	\$49,645	\$57,092	\$72,851
Right of Way Negotiator	\$50,776	\$58,392	\$76,188
Senior Appraiser (Real Estate) ***	\$59,853	\$68,831	\$87,046
Senior Demolition Inspector	\$50,771	\$58,387	\$72,401
Senior Repair Crew Chief (HDA)	\$45,884	\$52,767	\$66,995
Senior Right of Way Negotiator	\$59,853	\$68,831	\$87,046
Senior Title Examiner	\$40,842	\$46,968	\$57,142
Supervising Appraiser (Real Estate) ***	\$68,509	\$78,785	\$93,151
Supervising Assessor *	\$68,509	\$78,785	\$93,151
Supervising Demolition Inspector	\$56,509	\$64,985	\$79,620
Title Examiner	\$37,202	\$42,782	\$55,835

Notes:

* For Present Incumbents Only

**Each Appointment to this position above the hiring rate will be handled on a case-by-case basis.

***To be deleted

@Added two new assignment levels to existing title Appraiser (Real Estate) (40410) DCAS Resolution no. (2010-9) on September 22, 2010.

Section 3. General Wage Increase

a. Ratification Bonus

A lump sum cash payment in the amount of \$1,000, pro-rated for other than full-time employees, shall be payable as soon as practicable upon ratification of the Agreement to those employees who are on payroll as of the date of ratification. The lump sum cash payment shall be pensionable, consistent with applicable law.

- i. Full-time per annum and full-time per diem Employees shall receive a pro-rata lump sum cash payment the computation of which shall be based on service during the period from July 1, 2013 through June 30, 2014.
- ii. Where the regular and customary work year for a title is less than a twelve-month year, such as a school year, such computations shall be based on service during the period from September 5, 2013 through June 26, 2014 or other applicable dates for other school-based employees.
- iii. Part-time per annum, part-time per diem (including seasonal appointees), per session, hourly paid Employees and Employees whose normal work year is less than a full calendar year shall receive a pro-rata portion of the lump sum cash payment based on their regularly scheduled hours and the hours in a full calendar year.

- iv. The lump sum cash payments shall not become part of the Employee's basic salary rate nor be added to the Employee's basic salary for the calculation of any salary based benefits including the calculation of future collective bargaining increases.

For circumstances that were not anticipated by the parties, the First Deputy Commissioner of Labor Relations may elect to issue, on a case-by-case basis, interpretations concerning the application of Section 2. of the *2010-2017 DC 37 MEA*. Such case-by-case interpretations shall not be subject to any dispute resolution procedures as per past practice of the parties.

b. General Wage Increase

i. The general wage increases, effective as indicated, shall be:

1. Effective September 3, 2011, Employees shall receive a general increase of 1.00%.
2. Effective September 3, 2012, Employees shall receive an additional general increase of 1.00%.
3. Effective September 3, 2013, Employees shall receive an additional general increase of 1.00%.
4. Effective September 3, 2014, Employees shall receive an additional general increase of 1.50%.
5. Effective September 3, 2015, Employees shall receive an additional general increase of 2.50%.
6. Effective September 3, 2016, Employees shall receive an additional general increase of 3.00%.
7. Part-time per annum, part-time per diem Employees (including seasonal appointees), per session and hourly paid Employees and Employees whose normal work year is less than a full calendar year shall receive the increases provided in Section 3, subsections b(i)(1)-(6) on the basis of computations heretofore utilized by the parties for all such Employees.

ii. The increases provided for in Section 3(b)(i) above shall be calculated as follows:

1. The general increase in Section 3(b)(i)(1) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on September 2, 2011;
2. The general increase in Section 3(b)(i)(2) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on September 2, 2012;
3. The general increase in Section 3(b)(i)(3) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on September 2, 2013;
4. The general increase in Section 3(b)(i)(4) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on September 2, 2014;
5. The general increase in Section 3(b)(i)(5) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on September 2, 2015;

6. The general increase in Section 3(b)(i)(6) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on September 2, 2016;

iii.

1. The general increases provided for in this 3(b)(i)(1)-(6) shall be applied to the base rates, incremental salary levels and the minimum "hiring rates," minimum "incumbent rates" and maximum rates (including levels), if any, fixed for the applicable titles.
2. Effective September 3, 2016 or the applicable date of the Successor Separate Unit Agreement, the general increase provided for in subsections 3(b)(i)(6) shall be applied to "additions to gross." "Additions to gross" shall be defined to include uniform allowances, equipment allowances, transportation allowances, uniform maintenance allowance, assignment differentials, service increments, longevity differentials, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials.
3. Section 3(b)(iii)(2) does not apply to Recurring Increment Payments (RIPs) that automatically increase with wage increases.
4. Section 3(b)(iii)(2) does not apply to Service Increments once earned for two years that are rolled into base salary and increased with wage increases.

Section 4. New Hires

a. The appointment rate for an employee newly hired on or after March 3, 2010 and appointed at a reduced hiring rate shall be the applicable minimum "hiring rate" set forth in subsections 2(a)(i)(1) through 2(g)(i)(1). On the two year anniversary of the employee's original date of appointment, such employee shall be paid the indicated minimum "incumbent rate" for the applicable title that is in effect on such two year anniversary as set forth in subsection 2(a)(i)(2) through 2(g)(i)(2) of this Article III.

b. i. For a title subject to an incremental pay plan, the employee shall be paid the appropriate increment based upon the employee's length of service. Section 2 of this Article III reflects the correct amounts and has been adjusted in accordance with the provisions of Section 3(b)(iii) of this Article III.

ii. Employees who change titles or levels before attaining two years of service will be treated in the new title or level as if they had been originally appointed to said title or level on their original hiring date.

c. For the purposes of Sections 4(a) and 4(b), employees 1) who were in active pay status before March 3, 2010, and 2) who are affected by the following personnel actions after said date shall not be treated as "newly hired" employees and shall be entitled to receive the indicated minimum "incumbent rate" set forth in subsections 2(a)(i)(2) through 2(g)(i)(2) of this Article III:

i. Employees who return to active status from an approved leave of absence.

- ii. Employees in active status (whether full or part-time) appointed to permanent status from a civil service list, or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.
- iii. Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or who were subject to involuntary redeployment.
- iv. Provisional employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.
- v. Permanent employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.
- vi. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
- vii. A provisional employee who is appointed directly from one provisional appointment to another.
- viii. For employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor Relations is empowered to issue, on a case-by-case basis, interpretations concerning application of this Section 4. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in Article VI of this Agreement.

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 subsection 4.

Section 5.

Each general increase provided herein, effective as of each indicated date, shall be applied to the rate in effect on the date as specified in Section 3 of this Article. In the case of a promotion or other advancement to the indicated title on the effective date of the general increase specified in Section 3 of this Article, such general increase shall not be applied, but the general increase, if any, for the title formerly occupied, effective on the date indicated shall be applied.

Section 6.

In the case of an employee on leave of absence without pay the salary rate of such employee shall be changed to reflect the salary adjustments specified in Article III.

Section 7. Advancement Increase

A person permanently employed by the employer who is appointed or promoted on a permanent, provisional, or temporary basis in accordance with the Personnel Rules and Regulations of the City of New York or, where the Personnel Rules and Regulations are not applicable to a public employer, such other Rules or Regulations as are applicable to the public employer, without a break in service to any of the

following title(s) from another title in the direct line of promotion or from another title in the Career and Salary Plan, the minimum rate of which is exceeded by at least 8 percent by the minimum rate of the title to which appointed or promoted, shall receive upon the date of such appointment or promotion either the minimum basic salary for the title to which such appointment or promotion is made, or the salary received or receivable in the lower title plus the specified advancement increase, whichever is greater:

<u>TITLE</u>	<u>3/3/10</u>	<u>9/3/16</u>
Appraiser (Real Estate) Level I	\$1,715	\$1,766
Associate Mortgage Analyst	\$1,834	\$1,889
Associate Real Property Manager Level I	\$1,778	\$1,831
City Assessor Level I	\$1,715	\$1,766
Mortgage Analyst	\$1,715	\$1,766
Principal Title Examiner	\$1,715	\$1,766
Real Property Manager Level I	\$1,348	\$1,388
Repair Crew Chief (HDA)	\$1,404	\$1,446
Repair Shop Manager (HDA)	\$1,834	\$1,889
Right of Way Negotiator	\$1,715	\$1,766
Senior Appraiser (Real Estate)	\$1,834	\$1,889
Senior Demolition Inspector	\$1,528	\$1,574
Senior Repair Crew Chief (HDA)	\$1,778	\$1,831
Senior Right of Way Negotiator	\$1,834	\$1,889
Senior Title Examiner	\$1,468	\$1,512
Supervising Appraiser (Real Estate)	\$1,901	\$1,958
Supervising Demolition Inspector	\$1,715	\$1,766

Section 8. Assignment Level Increase

An employee assigned to a higher assignment level shall receive as of the effective date of such assignment, either the appointment rate for the assigned level or the rate received in the former level plus the specified amount listed below, whichever is greater:

<u>TITLE</u>	<u>3/3/10</u>	<u>9/3/16</u>
Appraiser (Real Estate) Level II	\$1,834	\$1,889
Appraiser (Real Estate) Level III	\$1,901	\$1,958
Associate Real Property Manager Level II	\$1,901	\$1,958
City Assessor Level II	\$1,901	\$1,958
Real Property Manager Level IIA	\$1,468	\$1,512
Real Property Manager Level IIB	\$1,595	\$1,643

+NOTE:

Level Increase – Denotes payment made due to an assignment to a higher level within a title.

Section 9. Longevity Increment

- a. Employees with 15 years or more of “City” service in pay status (except those eligible for a longevity differential pursuant to subsection 10.b.) shall receive a longevity increment of \$800 per annum.
- b. The rules for eligibility for the longevity increment described above in subsection a. shall be set forth in Appendix A of this Agreement and are incorporated by reference herein.

Section 10. Longevity Differentials

- a. Employees in the titles Mortgage Analyst, Associate Mortgage Analyst, Associate Housing Development Specialist and Housing Development Specialist shall be eligible for longevity differentials after seven (7) years of service as set forth below:

TITLE	<u>3/3/10</u>	<u>9/3/16</u>
Associate Mortgage Analyst	\$1,565	\$1,612
Mortgage Analyst	\$1,565	\$1,612
Associate Housing Development Specialist	\$1,565	\$1,612
Housing Development Specialist	\$1,565	\$1,612

- i. The longevity differentials described in this Section 10.a. do not become part of the basic salary rate. Service eligibility is computed on the basis of the length of service in the appropriate occupational group. Eligibility of new qualifiers for the longevity differential shall be on the January 1, April 1, July 1, or October 1 subsequent to the new qualifier’s anniversary date. The longevity differential shall not be pensionable until the employee has received it for two years.
 - ii. Employees in the title listed above are also eligible to receive the longevity increment described in Section 9.
 - iii. Service in the title Project Development Coordinator or Project Services Specialist and/or Housing Development Specialist counts toward the longevity requirement for employees in the title Associate Mortgage Analyst.
- b. Employees in the below-listed titles shall be eligible for the longevity differentials set forth below:

<u>TITLE</u>
Appraiser (Real Estate) Level I, II, III
Assessor
City Assessor
Senior Appraiser (Real Estate) ***
Supervising Appraiser (Real Estate) ***
Supervising Assessor
***to be deleted

	<u>3/3/10</u>	<u>9/3/16</u>
After 7 Years	\$1,722	\$1,774
After 15 years	\$2,504	\$2,579
(An Additional)	(\$782)	(\$805)

- i. The longevity differentials described in this Section 10.b. do not become part of the basic salary rate. Service eligibility is computed on the basis of the length of service in the appropriate occupational group. Eligibility of new qualifiers for the longevity differential shall be on the January 1, April 1, July 1, or October 1 subsequent to the new qualifier's anniversary date. The longevity differential shall not be pensionable until the employee has received it for two years.
 - ii. Employees in these titles are not eligible for the Longevity Increment in Section 9.
- c. Employees in the below-listed titles shall be eligible for the longevity differentials set forth below:

TITLE

Assistant Supervising Real Estate Manager
Associate Real Property Manager Level I, II
Real Estate Manager
Real Property Assistant
Real Property Manager Level I, IIa, IIb

	<u>3/3/10</u>	<u>9/3/16</u>
After 3 Years	\$ 441	\$ 454
After 7 years	\$1,535	\$1,581
(An Additional)	(\$1,094)	(\$1,127)

- i. The longevity differentials described in this Section 10.c. do not become part of the basic salary rate. Service eligibility is computed on the basis of the length of service in the appropriate occupational group. Eligibility of new qualifiers for the longevity differential shall be on the January 1, April 1, July 1, or October 1 subsequent to the new qualifier's anniversary date. The longevity differential shall not be pensionable until the employee has received it for two years.
 - ii. Employees in the title listed above are also eligible to receive the longevity increment described in Section 9.
- d. Employees in the below-listed title shall be eligible for a longevity differential after seven (7) years of service as set forth below:

TITLE	<u>3/3/10</u>	<u>9/3/16</u>
Assistant City Assessor	\$1,094	\$1,127

- i. The longevity differential described in this Section 10.d. does not become part of the basic salary rate. Service eligibility is computed on the basis of the length of service in the appropriate occupational group. Eligibility of new qualifiers for the longevity differential shall be on the January 1, April 1, July 1, or October 1 subsequent to the new qualifier's anniversary date. The longevity differential shall not be pensionable until the employee has received it for two years.
- ii. Employees in the title listed above are also eligible to receive the longevity increment described in Section 9.

Section 11. Assignment Differential

An assignment differential in the pro-rated annual amount as specified below shall continue to be paid to a total of no more than six (6) Assistant City Assessors who are assigned on a regular and continuing basis to perform duties above the routine level in an "in charge capacity" during the period for which any such differential is provided. The payment of such differential shall continue only during the period of such assignment. The payment of such differential and any specified assignment on which it may be based shall not be construed as advancement to any higher title and any such assignment is revocable at any time. In the event that an affected employee is removed from such assignment the assignment differential shall be discontinued.

TITLE	<u>3/3/10</u>	<u>9/3/16</u>
Assistant City Assessor - "In-Charge" capacity	\$1,664	\$1,714

Section 12. Recurring Increment Payment

- a. Effective March 3, 2010, full-time per annum and full time per diem employees covered by this Agreement shall be eligible to receive the Recurring Increment Payments set forth below:

<u>Years of Service</u>	<u>3/3/10 Increment</u>	<u>3/3/10 Total RIP</u>
After 6 Years	\$193	\$193
After 7 Years	\$193 plus (additional \$192)	\$385
After 8 Years	\$385 plus (additional \$192)	\$577
After 9 Years	\$577 plus (additional \$193)	\$770
After 10 Years	\$770 plus (additional \$196)	\$966
After 11 Years	\$966 plus (additional \$192)	\$1,158
After 12 Years	\$1,158 plus (additional \$192)	\$1,350

After 13 Years	\$1,350 plus (additional \$195)	\$1,545
After 14 Years	\$1,545 plus (additional \$192)	\$1,737
After 15 Years	\$1,737 plus (additional \$198)	\$1,935
After 16 Years	\$1,935 plus (additional \$192)	\$2,127
After 17 Years	\$2,127 plus (additional \$194)	\$2,321
After 18 Years	\$2,321 plus (additional \$140)	\$2,461
After 19 Years	\$2,461 plus (additional \$58)	\$2,519
After 20 Years	\$2,519 plus (additional \$57)	\$2,576

- b. Effective September 3, 2011, full-time per annum and full time per diem employees covered by this Agreement shall be eligible to receive the Recurring Increment Payments set forth below:

<u>Years of Service</u>	<u>9/3/11 Increment</u>	<u>9/3/11 Total RIP</u>
After 6 Years	\$195	\$195
After 7 Years	\$195 plus (additional \$194)	\$389
After 8 Years	\$389 plus (additional \$194)	\$583
After 9 Years	\$583 plus (additional \$195)	\$778
After 10 Years	\$778 plus (additional \$198)	\$976
After 11 Years	\$976 plus (additional \$194)	\$1,170
After 12 Years	\$1,170 plus (additional \$194)	\$1,364
After 13 Years	\$1,364 plus (additional \$196)	\$1,560
After 14 Years	\$1,560 plus (additional \$194)	\$1,754
After 15 Years	\$1,754 plus (additional \$200)	\$1,954
After 16 Years	\$1,954 plus (additional \$194)	\$2,148
After 17 Years	\$2,148 plus (additional \$196)	\$2,344
After 18 Years	\$2,344 plus (additional \$142)	\$2,486
After 19 Years	\$2,486 plus (additional \$58)	\$2,544
After 20 Years	\$2,544 plus (additional \$58)	\$2,602

- c. Effective September 3, 2012, full-time per annum and full time per diem employees covered by this Agreement shall be eligible to receive the Recurring Increment Payments set forth below:

<u>Years of Service</u>	<u>9/3/12 Increment</u>	<u>9/3/12 Total RIP</u>
After 6 Years	\$197	\$197
After 7 Years	\$197 plus (additional \$196)	\$393
After 8 Years	\$393 plus (additional \$196)	\$589
After 9 Years	\$589 plus (additional \$197)	\$786
After 10 Years	\$786 plus (additional \$200)	\$986
After 11 Years	\$986 plus (additional \$196)	\$1,182
After 12 Years	\$1,182 plus (additional \$196)	\$1,378
After 13 Years	\$1,378 plus (additional \$198)	\$1,576
After 14 Years	\$1,576 plus (additional \$196)	\$1,772
After 15 Years	\$1,772 plus (additional \$202)	\$1,974
After 16 Years	\$1,974 plus (additional \$195)	\$2,169
After 17 Years	\$2,169 plus (additional \$198)	\$2,367
After 18 Years	\$2,367 plus (additional \$144)	\$2,511
After 19 Years	\$2,511 plus (additional \$58)	\$2,569
After 20 Years	\$2,569 plus (additional \$59)	\$2,628

- d. Effective September 3, 2013, full-time per annum and full time per diem employees covered by this

Agreement shall be eligible to receive the Recurring Increment Payments set forth below:

<u>Years of Service</u>	<u>9/3/13 Increment</u>	<u>9/3/13 Total RIP</u>
After 6 Years	\$199	\$199
After 7 Years	\$199 plus (additional \$198)	\$397
After 8 Years	\$397 plus (additional \$198)	\$595
After 9 Years	\$595 plus (additional \$199)	\$794
After 10 Years	\$794 plus (additional \$202)	\$996
After 11 Years	\$996 plus (additional \$198)	\$1,194
After 12 Years	\$1,194 plus (additional \$198)	\$1,392
After 13 Years	\$1,392 plus (additional \$200)	\$1,592
After 14 Years	\$1,592 plus (additional \$198)	\$1,790
After 15 Years	\$1,790 plus (additional \$204)	\$1,994
After 16 Years	\$1,994 plus (additional \$197)	\$2,191
After 17 Years	\$2,191 plus (additional \$200)	\$2,391
After 18 Years	\$2,391 plus (additional \$145)	\$2,536
After 19 Years	\$2,536 plus (additional \$59)	\$2,595
After 20 Years	\$2,595 plus (additional \$59)	\$2,654

e. Effective September 3, 2014, full-time per annum and full time per diem employees covered by this Agreement shall be eligible to receive the Recurring Increment Payments set forth below:

<u>Years of Service</u>	<u>9/3/14 Increment</u>	<u>9/3/14 Total RIP</u>
After 6 Years	\$202	\$202
After 7 Years	\$202 plus (additional \$201)	\$403
After 8 Years	\$403 plus (additional \$201)	\$604
After 9 Years	\$604 plus (additional \$202)	\$806
After 10 Years	\$806 plus (additional \$205)	\$1011
After 11 Years	\$1011 plus (additional \$201)	\$1,212
After 12 Years	\$1,212 plus (additional \$201)	\$1,413
After 13 Years	\$1,413 plus (additional \$203)	\$1,616
After 14 Years	\$1,616 plus (additional \$201)	\$1,817
After 15 Years	\$1,817 plus (additional \$207)	\$2,024
After 16 Years	\$2,024 plus (additional \$200)	\$2,224
After 17 Years	\$2,224 plus (additional \$203)	\$2,427
After 18 Years	\$2,427 plus (additional \$147)	\$2,574
After 19 Years	\$2,574 plus (additional \$60)	\$2,634
After 20 Years	\$2,634 plus (additional \$60)	\$2,694

f. Effective September 3, 2015, full-time per annum and full time per diem employees covered by this Agreement shall be eligible to receive the Recurring Increment Payments set forth below:

<u>Years of Service</u>	<u>9/3/15 Increment</u>	<u>9/3/15 Total RIP</u>
After 6 Years	\$207	\$207
After 7 Years	\$207 plus (additional \$206)	\$413
After 8 Years	\$413 plus (additional \$206)	\$619
After 9 Years	\$619 plus (additional \$207)	\$826

After 10 Years	\$826 plus (additional \$210)	\$1,036
After 11 Years	\$1,036 plus (additional \$206)	\$1,242
After 12 Years	\$1,242 plus (additional \$206)	\$1,448
After 13 Years	\$1,448 plus (additional \$208)	\$1,656
After 14 Years	\$1,656 plus (additional \$206)	\$1,862
After 15 Years	\$1,862 plus (additional \$213)	\$2,075
After 16 Years	\$2,075 plus (additional \$205)	\$2,280
After 17 Years	\$2,280 plus (additional \$208)	\$2,488
After 18 Years	\$2,488 plus (additional \$150)	\$2,638
After 19 Years	\$2,638 plus (additional \$62)	\$2,700
After 20 Years	\$2,700 plus (additional \$61)	\$2,761

g. Effective September 3, 2016, full-time per annum and full time per diem employees covered by this Agreement shall be eligible to receive the Recurring Increment Payments set forth below:

<u>Years of Service</u>	<u>9/3/16 Increment</u>	<u>9/3/16 Total RIP</u>
After 6 Years	\$213	\$213
After 7 Years	\$213 plus (additional \$212)	\$425
After 8 Years	\$425 plus (additional \$213)	\$638
After 9 Years	\$638 plus (additional \$213)	\$851
After 10 Years	\$851 plus (additional \$216)	\$1,067
After 11 Years	\$1,067 plus (additional \$212)	\$1,279
After 12 Years	\$1,279 plus (additional \$212)	\$1,491
After 13 Years	\$1,491 plus (additional \$215)	\$1,706
After 14 Years	\$1,706 plus (additional \$212)	\$1,918
After 15 Years	\$1,918 plus (additional \$219)	\$2,137
After 16 Years	\$2,137 plus (additional \$211)	\$2,348
After 17 Years	\$2,348 plus (additional \$215)	\$2,563
After 18 Years	\$2,563 plus (additional \$154)	\$2,717
After 19 Years	\$2,717 plus (additional \$64)	\$2,781
After 20 Years	\$2,781 plus (additional \$63)	\$2,844

h. Effective March 3, 2017, full-time per annum and full time per diem employees covered by this Agreement shall be eligible to receive the Recurring Increment Payments set forth below:

<u>Years of Service</u>	<u>3/3/17 Increment</u>	<u>3/3/17 Total RIP</u>
After 6 Years	\$253	\$253
After 7 Years	\$253 plus (additional \$252)	\$505
After 8 Years	\$505 plus (additional \$253)	\$758
After 9 Years	\$758 plus (additional \$254)	\$1,012
After 10 Years	\$1,012 plus (additional \$257)	\$1,269
After 11 Years	\$1,269 plus (additional \$253)	\$1,522
After 12 Years	\$1,522 plus (additional \$253)	\$1,775
After 13 Years	\$1,775 plus (additional \$256)	\$2,031
After 14 Years	\$2,031 plus (additional \$253)	\$2,284
After 15 Years	\$2,284 plus (additional \$260)	\$2,544
After 16 Years	\$2,544 plus (additional \$252)	\$2,796
After 17 Years	\$2,796 plus (additional \$256)	\$3,052
After 18 Years	\$3,052 plus (additional \$195)	\$3,247

After 19 Years	\$3,247 plus (additional \$105)	\$3,352
After 20 Years	\$3,352 plus (additional \$104)	\$3,456

- i. The RIPs in this section 12 a. through h. shall be based upon years of City service and shall be paid in addition to the Longevity increment set forth in Section 9 and the longevity differential set forth in Section 10. RIPs in this section 12 a. through h. shall be payable on the January 1, April 1, July 1, or October 1 subsequent to the qualifying employees anniversary date, subject to the rules for eligibility set forth in Appendix B of this Agreement.

Section 13. Training Fund

A training fund contribution at the rate of twenty-five dollars (\$25) per annum shall be made to the District Council 37 Education Fund on behalf of each full-time per annum incumbent in the title of Repair Crew Worker (HDA) only, provided however that no contribution shall be made to such fund during any period in which the separate agreement between the Employer and District Council 37 relating to the operation of such fund is of no force and effect.

Section 14. Uniform Allowance

A uniform allowance in the pro-rata annual amount set forth below shall be provide to the following titles.

- Associate Real Property Manager
- Real Property Manager
- Supervising Demolition Inspector

A uniform allowance in the pro-rata annual amount set forth below shall be provided to those employees of the Department of Housing Preservation and Development who are assigned to the Office of Enforcement and Neighborhood Services in the following divisions: Housing Litigation Division (HLD); Special Enforcement Unit (SEU); Division of Maintenance (DOM); Alternative Enforcement Services; and Division of Neighborhood Preservation, and who are required to wear uniforms.

Effective: 3/3/10 9/3/16
 \$100 \$103

ARTICLE IV -- WELFARE FUND

Section 1.

- a. In accordance with the election by the Union pursuant to the provisions of Article XIII of the 1995-2001 Citywide Agreement as amended between the City of New York and related public employers and District Council 37, AFSCME, AFL-CIO, or its successor Agreement(s), the Welfare Fund provisions of the 1995-2001 Citywide Agreement as amended or any successor(s) thereto shall apply to employees covered by this Agreement.

- b. When an election is made by the Union pursuant to the provisions of Article XIII, Section 1 (b), of the Citywide Agreement, the provisions of Article XIII, Section 1(b) of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to Employees covered by this Agreement, and when such election is made, the Union hereby waives its right to training, education and/or legal services contributions provided in this Agreement, if any. In no case shall the single contribution provided in Article XIII, Section 1 (b) of the 1995-2001 Citywide Agreement, as amended or any successor(s) thereto, exceed the total amount that the Union would have been entitled to receive if the separate contributions had continued.

Section 2.

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

Section 3.

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

Section 4.

This Agreement incorporates the terms of the May 5, 2014 Letter Agreement regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee, as appended to this agreement.

Section 5.

This Agreement incorporates the terms of the January 12, 2017 Letter Agreement regarding welfare fund contributions, as appended to this agreement.

ARTICLE V -- PRODUCTIVITY AND PERFORMANCE

Introduction

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

Section 1. Performance Levels

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

Section 2. Supervisory Responsibility

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

Section 3. – Performance Compensation

The Union acknowledges the Employer’s right to pay additional compensation for outstanding performance. The Employer agrees to notify the Union of its intent to pay such additional compensation.

ARTICLE VI -- GRIEVANCE PROCEDURE

Section 1. Definition

The term “Grievance” shall mean:

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

conditions of employment; provided, disputes involving the Personnel Rules and Regulations of the City of New York shall not be subject to the grievance procedure or arbitration;

- c. A claimed assignment of employees to duties substantially different from those stated in their job specifications;
- d. A claimed improper holding of an open-competitive rather than a promotional examination;
- e. A claimed wrongful disciplinary action taken against a permanent employee covered by Section 75(1) of the Civil Service Law upon whom the agency head has served written charges of incompetence or misconduct while the employee is serving in the employee's permanent title or which affects the employee's permanent status;
- f. Failure to serve written charges as required by Section 75 of the Civil Service Law upon a permanent employee covered by Section 75(1) of the Civil Service Law where any of the penalties (including a fine) set forth in Section 75(3) of the Civil Service Law have been imposed;
- g. A claimed wrongful disciplinary action taken against an eligible provisional employee. In any case involving a grievance by an employee under this Section 1(g) of this Article, all terms of the "Disciplinary Procedure for Provisional Employees" shall govern, as set forth in the agreements between DC37 and the City of New York dated August 30, 2011 and April 27, 2018 (appended).
- h. A claimed wrongful disciplinary action taken against a non-competitive employee as defined in Section 7 of this Article.

Section 2.

The Grievance Procedure, except for grievances as defined in Section 1d., e., g., and h. of this Article, shall be as follows:

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

All grievances must be presented in writing at all steps in the grievance procedure. For all grievances as defined in Section 1.c., no monetary award shall in any event cover any period prior to the date of the filing of the Step I grievance unless such grievance has been filed within thirty (30) days of the assignment to alleged out-of-title work. No monetary award for a grievance alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be issued unless such grievance has been filed within the time limitation set forth in Step I below for such grievances; if the grievance is so filed, any monetary award shall in any event cover only the period up to six years prior to the date of the filing of the grievance.

STEP I The Employee and/or the Union shall present the grievance in the form of a memorandum to the person designated for such purpose by the agency head no later than 120 days after the date on which the grievance arose except that grievances alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be presented no later than 120 days after the first date on which the grievant discovered the payroll error. The Employee may also request an appointment to discuss the grievance and such request shall be granted. 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 or shall be presented in writing to the agency head or the agency head's designated representative who shall not be the same person designated in STEP I. The appeal must be made within five (5) work days of the receipt of the STEP I determination. The agency head or designated representative, if any, shall meet with the employee and/or the Union for review of the grievance and shall issue a determination in writing by the end of the tenth work day following the date on which the appeal was filed.
- STEP III An appeal from an unsatisfactory determination at STEP II shall be presented by the Employee and/or the Union to the Commissioner of Labor Relations in writing within ten (10) work days of the receipt of the STEP II determination. The grievant or the Union should submit copies of the STEP I and STEP II grievance filings and any agency responses thereto. Copies of such appeal shall be sent to the agency head. The Commissioner of Labor Relations or the Commissioner's designee shall review all appeals from STEP II determinations and shall issue a determination on such appeals within fifteen (15) work days following the date on which the appeal was filed.
- STEP IV An appeal from an unsatisfactory determination at STEP III may be brought solely by the Union to the Office of Collective Bargaining for impartial arbitration within fifteen (15) work days of receipt of the STEP III determination. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance." The Employer shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accordance with Title 61 of the Rules of the City of New York. The costs and fees of such arbitration shall be borne equally by the Union and the Employer.

The 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 accordance with Article 75 of the Civil Practice Law and Rules. The arbitrator may provide for and direct such relief as the arbitrator deems necessary and proper, subject to the limitations set forth above and any applicable limitations of law.

Section 3.

As a condition to the right of the Union to invoke impartial arbitration set forth in this Article, including the arbitration of a grievance involving a claimed improper holding of an open-competitive rather than a promotional examination, the Employee or Employees and the Union shall be required to file with the Director of the Office of Collective Bargaining a written waiver of the right, if any, of the employee and the Union to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

Section 4.

- a. Any grievance under Section l.d. relating to a claimed improper holding of an open-competitive rather than a promotional examination shall be presented in writing by the employee or the Union representative to the Commissioner of Labor Relations not later than thirty (30) days after the notice of the intention to conduct such open-competitive examination, or copy of the appointing officer's request for such open-competitive examination, as the case may be, has been posted in accordance with Section 51 of the Civil Service Law. The grievance shall be considered and passed upon within ten (10) days after its presentation. The determination shall be in writing, copies of which shall be transmitted to both parties to the grievance upon issuance.
- b. A grievance relating to the use of an open-competitive rather than a promotional examination which is unresolved by the Commissioner of Labor Relations may be brought to impartial arbitration as provided in Sections 2 and 3 above. Such a grievance shall be presented by the Union, in writing, for arbitration within fifteen (15) days of the presentation of such grievance to the Commissioner of Labor Relations, and the arbitrator shall decide such grievance within seventy-five (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 5. Disciplinary Procedure for Permanent Competitive Employees

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

STEP A Following the service of written charges, a conference with such Employee shall be held with respect to such charges by the person designated by the agency head to review a grievance at STEP I of the Grievance Procedure set forth in this Agreement. The Employee may be represented at such conference by a representative of the Union. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference.

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

STEP B(i) If the Employee is not satisfied with the determination at STEP A above then the Employer shall proceed in accordance with the disciplinary procedures set forth in Section 75 of the Civil Service Law. As an alternative, the Union with the consent of the Employee may choose to proceed in accordance with the Grievance Procedure set forth in this Agreement, including the right to proceed to binding arbitration pursuant to STEP IV of such Grievance Procedure. As a condition for submitting the matter to the Grievance Procedure the employee and the Union shall file a written waiver of the right to utilize the procedures

available to the employee pursuant to Sections 75 and 76 of the Civil Service Law or any other administrative or judicial tribunal, except for the purpose of enforcing an arbitrator's award, if any. Notwithstanding such waiver, the period of an employee's suspension without pay pending hearing and determination of charges shall not exceed thirty (30) days.

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

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

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

Section 6. Disciplinary Procedure for Provisional Employees

In any case involving a grievance under Section 1g of this Article, the "Disciplinary Procedure for Provisional Employees", including side-letter, appended, shall govern.

Section 7. Disciplinary Procedure for Non-Competitive Employees

Grievances relating to a claimed wrongful disciplinary action taken against a non-competitive Employee shall be subject to and governed by the following special procedure. The provisions contained in this Section shall not apply to any of the following categories of employees covered by this contract:

- a. Per diem employees.
- b. Temporary employees.
- c. Probationary employees.
- d. Trainees, provisionals, and non-competitive employees with less than three (3) months service in the title.
- e. Competitive class employees.
- f. Employees covered by Section 75(1) of the Civil Service Law.

Step I(n) Following the service of written charges upon an employee a conference shall be held with respect to such charges by a person who is designated by the agency head to review such

charges. 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 decision in writing by the end of the fifth day following the date of the conference.

Step II(n) If the Employee is dissatisfied with the decision in Step I(n) above, he/she may appeal such decision. The appeal must be within five (5) working days of the receipt of such decision. Such appeal shall be treated as a grievance appeal beginning with Step II of the Grievance Procedure set forth herein.

Section 8.

A grievance concerning a large number of Employees and which concerns a claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this Agreement may be filed directly at STEP III of the grievance procedure. Such "group" grievance must be filed no later than 120 days after the date on which the grievance arose, and all other procedural limits, including time limits, set forth in this Article shall apply. All other individual grievances in process concerning the same issue shall be consolidated with the "group grievance."

Section 9.

If a determination satisfactory to the Union at any step 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 10.

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

Section 11.

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

Section 12.

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

Section 13.

A non-Mayoral agency not covered by this Agreement but which employs Employees in titles identical to those covered by this Agreement may elect to permit the Union to appeal an unsatisfactory determination received at the last step of its Grievance Procedure prior to arbitration on fiscal matters only to the

Commissioner of Labor Relations. If such election is made, the Union shall present its appeal to the Commissioner of Labor Relations in writing within ten (10) work days of the receipt of the last step determination. The Union should submit copies of the grievance filings at the prior steps of its Grievance Procedure and any agency responses thereto. Copies of such appeals shall be sent to the agency head. The Commissioner of Labor Relations, or the Commissioner's designee, shall review all such appeals and answer all such appeals within fifteen (15) work days. An appeal from a determination of the Commissioner of Labor Relations may be taken to arbitration under procedures, if any, applicable to the non-Mayoral agency involved.

Section 14.

The grievance and the arbitration 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 15. Expedited Arbitration Procedure

- a. The parties agree that there is a need for an expedited arbitration process which would allow for the prompt adjudication of grievances as set forth below.
- b. The parties voluntarily agree to submit matters to final and binding arbitration pursuant to the New York City Collective Bargaining Law and under the jurisdiction of the Office of Collective Bargaining. An arbitrator or panel of arbitrators, as agreed to by the parties, will act as the arbitrator of any issue submitted under the expedited procedure herein.
- c. The selection of those matters which will be submitted shall include, but not be 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 procedure 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 14 and notify the parties of proposed hearing dates for such cases.
 - (2) The parties shall have ten (10) 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 (10) 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 (2) weeks. It will not be necessary in the Award to recount any of the facts presented. However, a brief explanation of the Arbitrator's rationale may be included. Bench decisions may also be issued by the Arbitrator.
- (5) Decisions in this expedited procedure shall not be considered as precedent for any other case nor entered into evidence in any other forum or dispute except to enforce the Arbitrator's award.
- (6) The parties shall, whenever possible, exchange any documents intended to be offered in evidence at least one week in advance of the first hearing date and shall endeavor to stipulate to the issue in advance of the hearing date.

ARTICLE VII -- BULLETIN BOARDS: EMPLOYER FACILITIES

The Union may post notices on bulletin boards in places and locations where notices usually are posted by the Employer for the employees to read. All notices shall be on Union stationery, and shall be used only to notify employees of matters pertaining to Union affairs. Upon request to the responsible official in charge of a work location, the Union may use Employer premises for meetings during employees' lunch hours, subject to availability of appropriate space and provided such meetings do not interfere with the Employer's

business.

ARTICLE VIII -- NO STRIKES

In accordance with the New York City Collective Bargaining Law, as amended, neither the Union nor any employee shall induce or engage in any strikes, slowdowns, work stoppages, mass absenteeism, or induce any mass resignations during the term of this Agreement.

ARTICLE IX -- CITYWIDE ISSUES

This Agreement is subject to the provisions, terms and conditions of the Agreement which has been or may be negotiated between the City and the Union recognized as the exclusive collective bargaining representative on Citywide matters which must be uniform for specified employees, including the employees covered by this Agreement. Employees in Rule X titles shall receive the benefits of the Citywide Agreement unless otherwise specifically excluded herein.

ARTICLE X -- UNION ACTIVITY

Time spent by employee representatives in the conduct of labor relations with the City and on Union activities shall be governed by the terms of Executive Order No. 75, as amended, dated March 22, 1973, entitled "Time Spent on the Conduct of Labor Relations between the City and Its Employees and on Union Activity" or any other applicable Executive Order.

ARTICLE XI -- LABOR-MANAGEMENT COMMITTEE

Section 1.

The Employer and the Union, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations shall jointly maintain and support a labor-management committee in each of the agencies having at least fifty (50) employees covered by this Agreement.

Section 2.

Each labor-management committee shall consider and recommend to the agency head changes in the working conditions of the employees within the agency who are covered by this Agreement. Matters 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 (6) members who shall serve for the term of this Agreement. The Union shall designate three (3) members and the agency head shall designate three (3) members. Vacancies shall be filled by the appointing party for the balance of the term to be served. Each

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

Section 4.

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

ARTICLE XII -- MISCELLANEOUS PROVISIONS

The following miscellaneous provisions are applicable only to the following titles within the bargaining unit as described in Article I, Section 1, of this agreement, except where noted herein Article XII. Field assignments:

Repair Crew Chief (HDA)
Repair Crew Worker (HDA)
Repair Shop Manager (HDA)
Senior Repair Crew Chief (HDA)

Lockers

The employer agrees to have installed, when possible, lockers suitable to hang clothes.

Washing Facilities--Showers. Wash-up Sinks

The employer will agree to supply the materials to the employees to construct such facilities, provided all necessary approvals such as submission of required plans, alteration permits, etc., are received and also the approval of the owner, if it is not a city-owned facility.

Replacement of Uniforms

There shall be a replacement policy for worn-out uniforms. When there is a legitimate on the job wear and tear of the garment, then it shall be replaced with the approval of the Repair Shop Manager. Should the garment be damaged through negligence, then the employee shall be responsible for replacement of same.

Work Schedules

Upon request of the employees, an alternate schedule may be granted, and if so, only on a full crew basis. There shall be no change in the work schedule without prior discussion with the Union.

Rotation

Week-end and holiday work shall be rotated among all employees in the titles of Repair Crew Worker (HDA), Repair Crew Chief (HDA), and Senior Repair Crew Chief (HDA).

Tools

The Employer shall provide the basic tools and supplies necessary.

The employee shall be responsible for all tools issued to the employee. Once those tools have been returned to the designated area for safe-keeping, the employee's responsibility ceases.

Vacation Scheduling

In the scheduling of vacations for employees, pursuant and subject to the vacation policy and procedures of the agency, the Employer agrees that all authorized vacation picks for employees shall be by seniority in the employee's Civil Service title.

Transfers

Employees covered by this Article in the Department of Housing Preservation and Development shall be governed by the following transfer policy:

In all transfers of employees in the Department of Housing Preservation and Development covered by this Article, the Employer shall give consideration to the employees' past record of satisfactory work performance, ability to perform the duties required in the new assignment, seniority, travel distance, voluntary transfer list and availability of a vacancy which can be filled.

For purposes of this Article, a transfer shall mean the shifting of an employee from one location to another without any significant change in duties, responsibilities and remuneration, except that no initial assignment of newly appointed employees, after an initial period of training, shall be a transfer.

The Employer shall not transfer any employee covered by this Article as a penalty without the presentation of charges in accordance with established disciplinary procedures.

The term seniority shall mean an employee's service in his/her title, including uninterrupted provisional service and temporary Civil Service.

The term travel time shall mean running time established by the Transit Authority and/or any private carrier.

The term voluntary transfer request list shall mean a list maintained by the Employer of all requests for transfers made by the Employees.

All things being equal, the order of priority for transfers shall be as follows:

- a. Voluntary Transfers
 - i. Employees from the voluntary transfer request list in order of Citywide seniority.
 - ii. Any additional volunteers in seniority order.

- b. Involuntary Transfers
 - i. Non-volunteers by inverse order of seniority.

Field Work Assignments

Employees of the Department of Housing Preservation and Development and the Department of Citywide Administrative Services who are assigned to field work in titles listed in Article I, Section I may request to be accompanied by another employee. The parties understand and agree that decisions regarding such requests by the individual(s) authorized to consider them is subject, among other things, to the availability of another employee to accompany the employee making the request. Denial of the request shall not be subject to the grievance procedure or arbitration.

ARTICLE XIII -- 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 XIV -- APPENDICES

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

ARTICLE XV -- SAVINGS CLAUSE

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

ARTICLE XVI -- CONTRACTING OUT

The problem of "contracting out" or "farming out" of work normally performed by personnel covered by this Agreement shall be referred to the Labor-Management Committee as provided for in Article XI of this Agreement.

WHEREFORE, we have hereunto set our hands and seals this *18* day of *March*, 2026.

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

FOR DISTRICT COUNCIL 37,
AFSCME, AFL-CIO

BY: 
RENEE CAMPION
Commissioner of Labor Relations

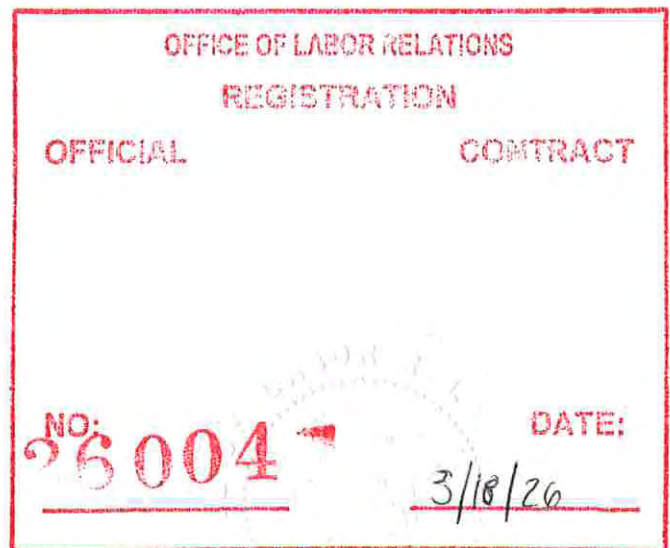
BY: 
HENRY GARRIDO
Executive Director

APPROVED AS TO FORM:

BY: 
ERIC EICHENHOLTZ
Acting Corporation Counsel

UNIT: REAL ESTATE

TERM: March 3, 2010 to September 25, 2017



Appendix A

Longevity Increment Eligibility Rules

The following rules shall govern the eligibility of employees for the longevity increments provided for in Article III, Section 9, of the 2010-2017 Real Estate Titles, *et al.*, Agreement.

1. Only service in pay status shall be used to calculate the 15 years of service, except that for other than full time per annum employees only a continuous year of service in pay status shall be used to calculate the 15 years of service. A continuous year of service shall be a full year of service without a break of more than 31 days. Where the regular and customary work year for a title is less than a twelve month year, such as a school year, such regular and customary year shall be credited as a continuous year of service counting towards the 15 years of service. If the normal work year for an employee is less than the regular and customary work year for the employee's title, it shall be counted as a continuous year of service if the employee has customarily worked that length work year and the applicable agency verifies that information.
2. Service in pay status prior to any breaks in service of more than one year shall not be used to calculate the 15 years of service. Where an employee has less than seven years of continuous service in pay status, breaks in service of less than one year shall be aggregated. Where breaks in service aggregate to more than one year they shall be treated as a break in service of more than one year and the service prior to such breaks and the aggregated breaks shall not be used to calculate the 15 years of service. No break used to disqualify service shall be used more than once.
3. The following time in which an employee is not in pay status shall not constitute a break in service as specified in paragraph 2 above:
 - a. Time on a leave approved by the proper authority which is consistent with the Rules and Regulations of the New York City Personnel Director or the appropriate personnel authority of a covered organization.
 - b. Time prior to a reinstatement.
 - c. Time on a preferred list pursuant to Civil Service Law Sections 80 and 81 or any similar contractual provision.
 - d. Time not in pay status of 31 days or less.

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

4. Once an employee has completed the 15 years of "City" service in pay status and is eligible to receive the \$800 longevity increment, the \$800 shall become part of the employee's base rate for all purposes except as provided in paragraph 5 below.
5. The \$800 longevity increment shall not become pensionable until fifteen months after the employee becomes eligible to receive such \$800 increment. Fifteen months after the employee becomes eligible to receive the \$800 longevity increment, such \$800 longevity increment shall become pensionable and as part of the employee's base rate, the \$800 longevity increment shall be subject to the general increases provided in Article III, Section 3, of this Agreement.

Appendix B

Recurring Increment Payment Eligibility Rules

The following rules shall govern the eligibility of Employees for the Recurring Increment Payment ("RIP") provided for in **Article III, Section 12** of the 2010-2017 Real Estate Agreement.

1. Only service in pay status shall be used to calculate the qualifying years of service. A continuous year of service shall be a full year of service without a break of more than 31 days. Where the regular and customary work year for a title is less than a twelve month year, such as a school year, such regular and customary year shall be credited as a continuous year of service counting towards the qualifying years of service. If the normal work year for an employee is less than the regular and customary work year for the employee's title, it shall be counted as a continuous year of service if the employee has customarily worked that length work year and the applicable agency verifies that information.
2. Part-time employees shall be ineligible to receive RIPs, but prior part-time service shall be credited to full-time employees on a pro rata basis, provided all other terms and conditions set forth herein are met.
 - a. An employee must have regularly worked at least one half the regular hours of full time employees in the same title or if no full-time equivalent title exists then at least 17-1/2 hours for white collar positions or 20 hours for blue collar positions.
 - b. Such part time service shall be prorated by dividing the number of hours worked per week by a part-time employee by the number of hours worked per week by a full-time employee in the same title. If no full-time equivalent title exists then the divisor shall be 35 hours for white collar positions or 40 hours for blue collar positions.
3. Service in pay status prior to a break in service of more than one year shall *not* be used to calculate the qualifying years of service.
4. The following time in which an Employee is not in pay status shall not constitute a break in service, but such time shall *not* be used to calculate the qualifying years of service:
 - a. time on a leave approved by the proper authority which is consistent with the Personnel Rules and Regulations of the City of New York or the appropriate personnel authority of a covered organization.
 - b. time prior to a reinstatement.
 - c. time on a preferred or recall list, and
 - d. time not in pay status of 31 days or less.
5. RIPs shall be considered a salary adjustment for the purposes of Article III, Section 1(d) of this Agreement and the maximum salary of an eligible title shall not constitute a bar to the payment thereof.
6. Once an Employee has qualified for a RIP and is receiving it, the RIP shall become part of the Employee's base rate and included in calculating all salary based payments, except as provided in paragraph 7 below. Any future negotiated general increases shall be applied to RIPs.
7. A RIP shall not become pensionable until two years after the Employee begins to receive such RIP.



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

ROBERT W. LINN
Commissioner

May 5, 2014

Harry Nespoli
Chair, Municipal Labor Committee
125 Barclay Street
New York, NY 10007

Dear Mr. Nespoli:

This is to confirm the parties' mutual understanding concerning the following issues:

1. Unless otherwise agreed to by the parties, the Welfare Fund contribution will remain constant for the length of the successor unit agreements, including the \$65 funded from the Stabilization Fund pursuant to the 2005 Health Benefits Agreement between the City of New York and the Municipal Labor Committee.
2. Effective July 1, 2014, the Stabilization Fund shall convey \$1 Billion to the City of New York to be used to support wage increases and other economic items for the current round of collective bargaining (for the period up to and including fiscal year 2018). Up to an additional total amount of \$150 million will be available over the four year period from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties. Thereafter, \$ 60 million per year will be available from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties.
3. If the parties decide to engage in a centralized purchase of Prescription Drugs, and savings and efficiencies are identified therefrom, there shall not be any reduction in welfare fund contributions.
4. There shall be a joint committee formed that will engage in a process to select an independent healthcare actuary, and any other mutually agreed upon additional outside expertise, to develop an accounting system to measure and calculate savings.

5. The MLC agrees to generate cumulative healthcare savings of \$3.4 billion over the course of Fiscal Years 2015 through 2018, said savings to be exclusive of the monies referenced in Paragraph 2 above and generated in the individual fiscal years as follows: (i) \$400 million in Fiscal Year 2015; (ii) \$700 million in Fiscal Year 2016; (iii) \$1 billion in Fiscal Year 2017; (iv) \$1.3 billion in Fiscal Year 2018; and (v) for every fiscal year thereafter, the savings on a citywide basis in health care costs shall continue on a recurring basis. At the conclusion of Fiscal Year 2018, the parties shall calculate the savings realized during the prior four-year period. In the event that the MLC has generated more than \$3.4 billion in cumulative healthcare savings during the four-year period, as determined by the jointly selected healthcare actuary, up to the first \$365 million of such additional savings shall be credited proportionately to each union as a one-time lump sum pensionable bonus payment for its members. Should the union desire to use these funds for other purposes, the parties shall negotiate in good faith to attempt to agree on an appropriate alternative use. Any additional savings generated for the four-year period beyond the first \$365 million will be shared equally with the City and the MLC for the same purposes and subject to the same procedure as the first \$365 million. Additional savings beyond \$1.3 billion in FY 2018 that carry over into FY 2019 shall be subject to negotiations between the parties.

6. The following initiatives are among those that the MLC and the City could consider in their joint efforts to meet the aforementioned annual and four-year cumulative savings figures: minimum premium, self-insurance, dependent eligibility verification audits, the capping of the HIP HMO rate, the capping of the Senior Care rate, the equalization formula, marketing plans, Medicare Advantage, and the more effective delivery of health care.

7. Dispute Resolution

- a. In the event of any dispute under this agreement, the parties shall meet and confer in an attempt to resolve the dispute. If the parties cannot resolve the dispute, such dispute shall be referred to Arbitrator Martin F. Scheinman for resolution.
- b. Such dispute shall be resolved within 90 days.
- c. The arbitrator shall have the authority to impose interim relief that is consistent with the parties' intent.
- d. The arbitrator shall have the authority to meet with the parties at such times as the arbitrator determines is appropriate to enforce the terms of this agreement.
- e. If the parties are unable to agree on the independent health care actuary described above, the arbitrator shall select the impartial health care actuary to be retained by the parties.
- f. The parties shall share the costs for the arbitrator and the actuary the arbitrator selects.

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

Sincerely,



Robert W. Linn
Commissioner

Agreed and Accepted on behalf of the Municipal Labor Committee

BY: 
Harry Nespoli, Chair



OFFICE OF LABOR RELATIONS

40 Rector Street, New York, N.Y. 10006-1705
nyc.gov/olr

ROBERT W. LINN
Commissioner
RENEE CAMPION
First Deputy Commissioner
CLAIRE LEVITT
Deputy Commissioner
Health Care Cost Management

MAYRA E. BELL
General Counsel
GEORGETTE GESTELY
Director, Employee Benefits Program

January 12, 2017

Henry Garrido
Executive Director
District Council 37, AFSCME, AFL-CIO
125 Barclay Street
New York, NY 10007

Dear Mr. Garrido:

This is to confirm our mutual understanding and agreement regarding amendments to the 2010-2017 Memorandum of Agreement between District Council 37 and the City of New York dated July 1, 2014.

1. Section 1 (Term) shall be amended from 7 years and 4 months (3/3/10 - 7/2/17 or 88 months from the date of termination of the applicable existing Successor Separate Unit Agreement) to 7 years and 6 months and 23 days (3/3/10 - 9/25/17 - or 90 months, 23 days from the date of termination of the applicable existing Successor Separate Unit Agreement).
2. Effective on the first day of the eighty-fifth (85th) month of the applicable *Successor Separate Unit Agreement* the contribution paid on behalf of each full-time per annum Employee to each applicable welfare fund shall be increased by \$200 per annum.
3. The per annum contribution rates paid on behalf of eligible part-time per annum, hourly paid, per session and per diem (including seasonal appointees) whose normal work year is less than a full calendar year shall be adjusted in the same proportion heretofore utilized by the parties.
4. The per annum contribution rates paid on behalf of employees separated from service to a welfare fund which covers such employees shall be adjusted in the same manner as the per annum contribution rates for other employees are adjusted pursuant to #2 above.

This agreement is subject to union ratification.

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

Sincerely,



Robert W. Linn

Agreed on behalf of District Council 37,
AFSCME, AFL-CIO:

By: 
Henry Garrido, Executive Director

Dated: 01/12/17, 2017

DISCIPLINARY PROCEDURE FOR PROVISIONAL EMPLOYEES

1. Purpose

New York State Civil Service Law, Article 4, Title B, §65 governs provisional appointments. The purpose of this agreement is to establish a disciplinary procedure for certain provisional employees in the context of the City of New York's five-year plan to reduce provisional appointments as approved, with certain modifications, by the New York State Civil Service Commission on September 22, 2008 and accepted by the Commissioner of Citywide Administrative Services on October 22, 2008.

2. Eligibility Criteria

- a. The employee must have served for at least two (2) years in the same or similar title or related occupational group in the same agency without a break in service (see: below) of more than 31 days; and
- b. The employee must have been serving provisionally in such competitive class position on a full-time per annum or full-time per diem basis and assigned regularly to work the normal, full-time work week established for that title. (see: Attachment A for special provisions applicable to School Based Employees.)
- c. Prior provisional service followed by permanent service may not be aggregated with current provisional service (e.g. prior provisional service as a temporary or seasonal "step-up" followed by permanent service may not be counted towards meeting the service requirement in an employee's current provisional position.)

The following unpaid time in excess of 31 days will not be deemed a break in service or be counted as service:

- (i) for maternity/childcare leave;
- (ii) for military leave;
- (iii) jury duty;
- (iv) for union business pursuant to Executive Order 75;
- (v) while pending workers' compensation determination;
- (vi) while on workers' compensation option 2;
- (vii) due to illness or exhaustion of paid sick leave; and
- (viii) due to family illness.

3. Exceptions

- a. No provisional employee shall be deemed to be permanently appointed under any circumstances, nor shall this disciplinary procedure be deemed to preclude removal of any provisional employee as a result of the establishment of, or appointment from, an appropriate eligible list, or in accordance with any other provision of law.
- b. Notwithstanding the provisions in Section 2, Eligibility Criteria, above, this Disciplinary Procedure shall not be available to any employee appointed on a provisional basis to any position for which one or more appropriate eligible lists have been established including but not limited to any list established pursuant to a plan approved in accordance with NYS Civil Service Law Section 65(5)(b).

4. Procedure

When a claimed wrongful disciplinary action has been taken against an eligible provisional employee (see: Eligibility Criteria), the following procedure shall govern upon service of written charges of incompetence or misconduct:

STEP A Following the service of written charges, a conference with such employee shall be held with respect to such charges by the person designated by the agency head to review a grievance at STEP I of the Grievance Procedure set forth in Article XV of this Agreement.¹ The employee may be represented at such conference by a representative of the Union. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference.

STEP B(i) If the employee is not satisfied with the determination at STEP A above, then the employee may choose to proceed in accordance with the Grievance Procedure set forth in Article XV of this Agreement through STEP III. The Union, with the consent of the employee, shall have the right to proceed to binding arbitration pursuant to STEP IV of such Grievance Procedure. The period of an employee's suspension without pay pending hearing and determination of charges shall not exceed thirty (30) days.

STEP B(ii) An appeal from the determination of STEP A above shall be made to the agency head or designated representative. The appeal must be made in writing within five (5) work days of the receipt of the determination. The agency head or designated representative shall meet with the employee

¹ Reference is to 1995-2001 Citywide Agreement.

and the Union for review of the grievance and shall issue a determination to the employee and the Union by the end of the tenth work day following the day on which the appeal was filed. The agency head or designated representative shall have the power to impose the discipline, if any, decided upon, up to and including termination of the accused employee's employment. In the event of such termination or suspension without pay totaling more than thirty (30) days, the Union with the consent of the grievant may elect to skip STEP C of this Section and proceed directly to STEP D.

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

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

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 accordance with Article 75 of the Civil Practice Law and Rules. The arbitrator may provide for and direct such relief as the arbitrator deems necessary and proper, subject to the limitations set forth in this Procedure and any applicable limitations of law.

5. Limitations on Arbitrator's Award

Notwithstanding any inconsistent provision of this Procedure, when an eligible list exists for the title that the employee held provisionally, an Arbitrator shall not be empowered to order reinstatement of an employee.

This limitation shall not preclude a monetary remedy for any portion of the period covered from the implementation of the disciplinary penalty at issue in the grievance to the date of the establishment of an eligible list.

6. **Expiration Date**

This Disciplinary Procedure shall expire on the earlier of either of the following:

- a. the expiration or termination of a plan approved pursuant to subdivision 5 of section 65 of the Civil Service Law; or
- b. December 31, 2014.

FOR THE CITY OF NEW YORK

**FOR DISTRICT COUNCIL 37,
AFSCME, AFL-CIO**

BY: 

JAMES F. HANLEY
Commissioner of Labor Relations

BY: 

LILLIAN ROBERTS
Executive Director

APPROVED AS TO FORM:

8/30/11

BY: 

PAUL T. REPHEN
Acting Corporation Counsel

Attachment A
School Based Employees

An employee of the Department of Health who is regularly and exclusively assigned to work at a Board of Education facility (hereinafter, "School Based Employee" or "SBE") shall be covered by the provisional disciplinary provisions set forth herein, provided that the following criteria are met:

- a. Such SBE must regularly work the listed full-time work week established for a per annum title set forth in Appendix A of the 1995-2001 Citywide Agreement during the customary school year without a break in service of more than 31 days.
- b. If such SBE is placed in unpaid status at the end of the customary school year, such period in unpaid status during the customary break between school years shall be deemed an authorized leave without pay and not considered a break in service. However, such authorized leave without pay during the break between customary school years shall not be creditable towards meeting the required two years of service required for provisional disciplinary rights.
- c. Such SBE, upon return to paid status from the break between customary school years, must continue to be assigned to regularly work on a full-time basis without a break in service of more than 31 days.
- d. If such SBE is assigned to work during all or part of the break between customary school years, such time in paid status shall count towards meeting the two year service requirement for provisional disciplinary rights provided such service is on a full-time basis. However, no part-time service rendered during such break between customary school years shall be creditable towards meeting the required two years of service required for provisional disciplinary rights.
- e. SBEs meeting the above criteria shall become eligible for the provisional disciplinary rights set forth herein when their aggregated full-time service during consecutive customary school years (inclusive of any *full-time* service rendered during the breaks between such consecutive customary school years) totals the required two years. Under typical circumstances, this would be expected to occur sometime during their third school year of employment.

August 10, 2011

Evelyn Seinfeld
Director of Research and Negotiations
District Council 37
125 Barclay Street
New York, New York 10007

Re: Pending Provisional Employee Disciplinary Cases

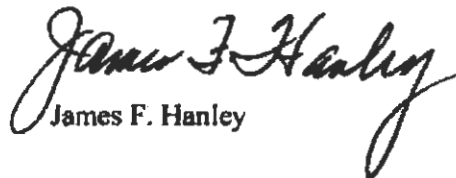
Dear Ms. Seinfeld:

This letter confirms our mutual understanding and agreement concerning certain provisional employees on whose behalf grievances alleging claimed wrongful disciplinary actions by the agency were filed prior to and/or subsequent to the Court of Appeals' decision in *CSEA v. Long Beach* but which cases have been held in abeyance and have not progressed to arbitration.

In addition to the limitation set forth in Section 5. of the "Disciplinary Process for Provisional Employees", in determining a "back pay" award, if any, the arbitrator shall exclude the period of time from the date of the Long Beach decision through January 28, 2008. An arbitrator may award "back pay" for the period subsequent to the affected employee's discipline/termination but prior to the Court of Appeals' decision in *CSEA v. Long Beach* (that is, May 1, 2007.) However, in no case may "back pay" be awarded for any period during which a provisional employee was serving while an eligible list existed for the title the employee held provisionally. Moreover, in awarding backpay, the Arbitrator must consider the efforts of the employee in mitigating his or her damages and must also offset any backpay award by any and all interim earnings, including unemployment compensation. In no event may an employee be awarded backpay in excess of one year's base salary for the position s/he held provisionally.

If you concur with the contents set forth herein, please execute the signature line provided below.

Very truly yours,


James F. Hanley

Agreed and Accepted on Behalf of District Council 37

BY: 
Evelyn Seinfeld

26004

DISCIPLINARY PROCEDURE FOR PROVISIONAL EMPLOYEES - UPDATED

1. Purpose

New York State Civil Service Law, Article 4, Title B, §65 governs provisional appointments. The purpose of this agreement is to continue the disciplinary procedure for certain provisional employees in accordance with Section 65(5)(g) of the Civil Service Law, as amended by Chapter 467 of the Laws of 2016, so that such procedure will continue to apply during the timely submission, approval and implementation of a revised plan to reduce provisional appointments in accordance with Section 65(5)(c-3) of the Civil Service Law.

2. Eligibility Criteria

- a. The employee must have served for at least two (2) years in the same or similar title or related occupational group in the same agency without a break in service (see: below) of more than 31 days; and
- b. The employee must have been serving provisionally in such competitive class position on a full-time per annum or full-time per diem basis and assigned regularly to work the normal, full-time work week established for that title. (see: Attachment A for special provisions applicable to School Based Employees.)
- c. Prior provisional service followed by permanent service may not be aggregated with current provisional service (e.g. prior provisional service as a temporary or seasonal "step-up" followed by permanent service may not be counted towards meeting the service requirement in an employee's current provisional position.)

The following unpaid time in excess of 31 days will not be deemed a break in service or be counted as service:

- (i) for maternity/childcare leave;
- (ii) for military leave;
- (iii) jury duty;
- (iv) for union business pursuant to Executive Order 75;
- (v) while pending workers' compensation determination;
- (vi) while on workers' compensation option 2;
- (vii) due to illness or exhaustion of paid sick leave; and
- (viii) due to family illness.

3. Exceptions

- a. No provisional employee shall be deemed to be permanently appointed under any circumstances, nor shall this disciplinary procedure be deemed to preclude removal of any provisional employee as a result of the establishment of, or appointment from, an appropriate eligible list, or in accordance with any other provision of law.
- b. Notwithstanding the provisions in Section 2, Eligibility Criteria, above, this Disciplinary Procedure shall not be available to any employee appointed on a provisional basis to any position for which one or more appropriate eligible lists have been established including but not limited to any list established pursuant to a plan approved in accordance with NYS Civil Service Law Section 65(5).

4. Procedure

When a claimed wrongful disciplinary action has been taken against an eligible provisional employee (see: Eligibility Criteria), the following procedure shall govern upon service of written charges of incompetence or misconduct:

- STEP A** Following the service of written charges, a conference with such employee shall be held with respect to such charges by the person designated by the agency head to review a grievance at STEP I of the Grievance Procedure set forth in Article XV of this Agreement.¹ The employee may be represented at such conference by a representative of the Union. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference.
- STEP B(i)** If the employee is not satisfied with the determination at STEP A above, then the employee may choose to proceed in accordance with the Grievance Procedure set forth in Article XV of this Agreement through STEP III. The Union, with the consent of the employee, shall have the right to proceed to binding arbitration pursuant to STEP IV of such Grievance Procedure. The period of an employee's suspension without pay pending hearing and determination of charges shall not exceed thirty (30) days.
- STEP B(ii)** An appeal from the determination of STEP A above shall be made to the agency head or designated representative. The appeal must be made in writing within five (5) work days of the receipt of the determination. The agency head or designated representative shall meet with the employee

¹ Reference is to 1995-2001 Citywide Agreement.

and the Union for review of the grievance and shall issue a determination to the employee and the Union by the end of the tenth work day following the day on which the appeal was filed. The agency head or designated representative shall have the power to impose the discipline, if any, decided upon, up to and including termination of the accused employee's employment. In the event of such termination or suspension without pay totaling more than thirty (30) days, the Union with the consent of the grievant may elect to skip STEP C of this Section and proceed directly to STEP D.

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

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

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 accordance with Article 75 of the Civil Practice Law and Rules. The arbitrator may provide for and direct such relief as the arbitrator deems necessary and proper, subject to the limitations set forth in this Procedure and any applicable limitations of law.

5. Limitations on Arbitrator's Award

Notwithstanding any inconsistent provision of this Procedure, when an eligible list exists for the title that the employee held provisionally, an Arbitrator shall not be empowered to order reinstatement of an employee.

This limitation shall not preclude a monetary remedy for any portion of the period covered from the implementation of the disciplinary penalty at issue in the grievance to the date of the establishment of an eligible list.


6. Expiration Date

This Disciplinary Procedure shall be deemed to have been in force and effect on and after the expiration date of the original Disciplinary Procedure for Provisional Employees, as approved on August 30, 2011, and shall expire on the earlier of the following:

- a. the expiration, final disapproval or termination of a revised plan to reduce provisional appointments submitted to the New York State Civil Service Commission in accordance with Section 65(5)(c-3) of the Civil Service Law; or
- b. November 1, 2018.

FOR THE CITY OF NEW YORK

**FOR DISTRICT COUNCIL 37,
AFSCME, AFL-CIO**

BY: 
ROBERT W. LINN
Commissioner of Labor Relations

BY: 
HENRY GARRIDO
Executive Director

Date: 4/26/18

Date: 4/26/18

APPROVED AS TO FORM:

BY: 
Eric Eichenholtz
Acting Corporation Counsel

Date: 4/27/2018

Attachment A
School Based Employees

An employee of the Department of Health who is regularly and exclusively assigned to work at a Board of Education facility (hereinafter, "School Based Employee" or "SBE") shall be covered by the provisional disciplinary provisions set forth herein, provided that the following criteria are met:

- a. Such SBE must regularly work the listed full-time work week established for a per annum title set forth in Appendix A of the 1995-2001 Citywide Agreement during the customary school year without a break in service of more than 31 days.
- b. If such SBE is placed in unpaid status at the end of the customary school year, such period in unpaid status during the customary break between school years shall be deemed an authorized leave without pay and not considered a break in service. However, such authorized leave without pay during the break between customary school years shall not be creditable towards meeting the required two years of service required for provisional disciplinary rights.
- c. Such SBE, upon return to paid status from the break between customary school years, must continue to be assigned to regularly work on a full-time basis without a break in service of more than 31 days.
- d. If such SBE is assigned to work during all or part of the break between customary school years, such time in paid status shall count towards meeting the two year service requirement for provisional disciplinary rights provided such service is on a full-time basis. However, no part-time service rendered during such break between customary school years shall be creditable towards meeting the required two years of service required for provisional disciplinary rights.
- e. SBEs meeting the above criteria shall become eligible for the provisional disciplinary rights set forth herein when their aggregated full-time service during consecutive customary school years (inclusive of any *full-time* service rendered during the breaks between such consecutive customary school years) totals the required two years. Under typical circumstances, this would be expected to occur sometime during their third school year of employment.



OFFICE OF LABOR RELATIONS

40 Rector Street, New York, N.Y. 10006 1705
nyc.gov/olr

ROBERT W. LINN
Commissioner
RENEE CAMPION
First Deputy Commissioner
CLAIRE LEVITT
Deputy Commissioner
Health Care Cost Management

MAYRA E. BELL
General Counsel
GEORGETTE GESTELY
Director, Employee Benefits Program

Attachment B

April 26, 2018

David Paskin
Director of Research and Negotiations
District Council 37
125 Barclay Street
New York, New York 10007

Re: Provisional Due Process Eligibility

Dear Mr. Paskin:

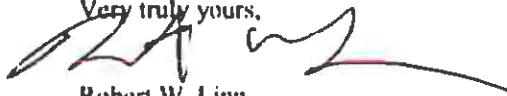
This letter serves to convey the City of New York's position regarding due process procedures for provisional employees outlined in the agreement dated April 26, 2018, entered into between the City of New York and District Council 37 and supersedes the Agreement dated August 30, 2011, entered into after the Union's withdrawal of the Improper Practice Petition docketed as BCB-2899-10.

The Office of Labor Relations (OLR) shall apply the terms of the attached "Disciplinary Procedure for Provisional Employees" and side letter agreement between the City and DC 37 to other unions covered by the Career and Salary Plan. However, this "Disciplinary Procedure for Provisional Employees" and side letter agreement shall not expand rights previously embodied in Article XVI of the January 1, 1995 through June 30, 2001 Citywide Agreement, as amended, nor shall it confer any rights or benefits that provisional employees did not enjoy under the Citywide Agreement, or under an applicable unit agreement, before the decision in *CSEA v. Long Beach*.

The "Disciplinary Procedure for Provisional Employees" and side letter agreement specifically exclude the New York City Health and Hospitals Corporation ("HHC") even though HHC is a signatory to the Citywide Agreement.¹

The Parties shall append the "Disciplinary Procedure for Provisional Employees" and attachments B and C to the Citywide Agreement and to the unit agreements provided such unit agreements previously extended such coverage to provisional employees.

If the above terms are acceptable to DC 37, please execute the signature line provided below

Very truly yours,

Robert W. Linn

Agreed and Accepted on Behalf of District Council 37

BY: 
David Paskin

¹ By letter agreement dated September 18, 2015, New York City HHC (formerly known as HHC) entered into a provisional due process agreement with District Council 37



OFFICE OF LABOR RELATIONS

40 Rector Street, New York, N Y 10006-1705
nyc.gov/olr

ROBERT W. LINN
Commissioner

RENEE CAMPION
First Deputy Commissioner

CLAIRE LEVITT
*Deputy Commissioner
Health Care Cost Management*

MAYRA E. BELL
General Counsel

GEORGETTE GESTELY
Director, Employee Benefits Program

Attachment C

April 26, 2018

David Paskin
Director of Research and Negotiations
District Council 37
125 Barclay Street
New York, New York 10007

Re: Pending Provisional Employee Disciplinary Cases

Dear Mr. Paskin:

This letter confirms our mutual understanding and agreement concerning certain provisional employees on whose behalf grievances alleging claimed wrongful disciplinary actions by the agency were filed prior to and/or subsequent to the Court of Appeals' decision in *CSEA v. Long Beach* but which cases have been held in abeyance and have not progressed to arbitration

In addition to the limitation set forth in Section 5 of the "Disciplinary Process for Provisional Employees" in determining a "back pay" award, if any, the arbitrator shall exclude the period of time from the date of the *Long Beach* decision through January 28, 2008. An arbitrator may award "back pay" for the period subsequent to the affected employee's discipline/termination but prior to the Court of Appeals' decision in *CSEA v. Long Beach* (that is, May 1, 2007.) However, in no case may "back pay" be awarded for any period during which a provisional employee was serving while an eligible list existed for the title the employee held provisionally. Moreover, in awarding backpay, the Arbitrator must consider the efforts of the employee in mitigating his or her damages and must also offset any backpay award by any and all interim earnings, including unemployment compensation. In no event may an employee be awarded backpay in excess of one year's base salary for the position s/he held provisionally.

If you concur with the contents set forth herein, please execute the signature line provided below.

Very truly yours,

Robert W. Linn

Agreed and Accepted on Behalf of District Council 37

BY:
David Paskin