



# 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*

STEVEN H. BANKS  
*General Counsel*

GEORGETTE GESTELY  
*Director, Employee Benefits Program*

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES

FROM: ROBERT W. LINN, COMMISSIONER 


SUBJECT: EXECUTED CONTRACT: INSTITUTIONAL TITLES

TERM: SEPTEMBER 26, 2010 TO MARCH 25, 2018

Attached for your information and guidance is a copy of the executed contract entered into by the Commissioner of Labor Relations behalf of the City of New York and THE International Brotherhood of Teamsters, AFL-CIO, Local 237 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: February 14, 2019

OFFICE OF LABOR RELATIONS REGISTRATION	
OFFICIAL	CONTRACT
	
NO: 19009	DATE: February 14, 2019

**2010-2018 Unit Agreement  
Institutional Titles**

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**AGREEMENT** entered into this       day of       , 2018 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 and the **New York City Health and Hospitals Corporation** (d/b/a NYC Health + Hospitals ("NYC H+H")) (hereinafter referred to jointly as the "Employer"), and **Local 237 IBT**, for the period from September 26, 2010 to March 25, 2018 for Group "A" titles and for the period of September 28, 2010 to March 27, 2018 for Group "B" titles.

**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):

80810, 808100	Assistant Laundry Supervisor
90211	Baker
54910	Commissary Manager
90210, 902100	Cook
06593	Food Service Administrator
05058	Food Service Manager (Department of Correction)
90238, 902380	Food Service Supervisor
80710, 807100	Housekeeper
60310	Institutional Band Music Instructor
60311	Institutional Farming Instructor
90112, 901120	Institutional Garment Worker
90112	Institutional Seamstress
60309	Institutional Instructor
90113, 901130	Institutional Tailor
60312	Institutional Trades Instructor
60314	Institutional Trades Instructor (Carpentry)
60313	Institutional Trades Instructor (Tailoring)
80860, 808600	Laundry Supervisor

90213, 902130	Meat Cutter
90236	Senior Baker
90235, 902350	Senior Cook
80735, 807350	Senior Housekeeper
60330	Senior Institutional Trades Instructor
60331	Senior Institutional Trades Instructor (Tailoring)
80861, 808610	Senior Laundry Supervisor
90237, 902370	Senior Meat Cutter
90740	Shoemaker
80880	Superintendent of Laundries
80760, 807600	Supervising Housekeeper
00115, 001150	Supervising Laundry Worker
91279, 912790	Supervisor of Motor Transport
00101	Teacher (Department of Correction)

## **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, and any other salary adjustments, are based upon a normal work week of 40 hours (37.5 in NYC Health + Hospitals) for the titles of Cook, Assistant Laundry Supervisor, Laundry Supervisor, Senior Cook, Senior Laundry Supervisor, Superintendent of Laundries, Supervising Laundry Worker and Supervisor of Motor Transport; and 35 hours for all remaining titles. 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 per diem or hourly basis and who are eligible for any salary adjustment provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed as follows, unless otherwise specified:

Per diem rate	1/261 of the appropriate minimum basic salary.
Hourly Rate	35 hour week basis - 1/1827 of the appropriate minimum basic salary.
	37.5 hour week basis - 1/1957.5 of the appropriate minimum basic salary.
	40 hour week basis - 1/2088 of the appropriate minimum basic salary.

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

## **Section 2.**

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

### **Group "A" Titles**

#### **a. Effective September 26, 2010 (First Year Rate)**

	i. MINIMUM	ii. MAXIMUM
INSTITUTIONAL TITLES		2010-2018

<u>TITLE</u>	<u>(1) HIRING RATE*</u>	<u>(2) INCUMBENT RATE</u>	<u>RATE</u>
COOK	\$30,883	\$34,898	\$44,334
FOOD SERVICE ADMINISTRATOR	\$57,152	\$64,582	\$72,655
FOOD SERVICE MANAGER (DOC)	\$46,847	\$52,937	\$57,130
FOOD SERVICE SUPERVISOR **	\$32,863	\$37,135	\$43,141
HOUSEKEEPER	\$32,414	\$36,628	\$42,435
INSTITUTIONAL GARMENT WORKER	\$27,684	\$31,283	\$36,976
INSTITUTIONAL SEAMSTRESS	\$27,684	\$31,283	\$36,976
INSTITUTIONAL TAILOR	\$28,619	\$32,339	\$41,805
MEAT CUTTER	\$30,883	\$34,898	\$44,334
SENIOR COOK	\$33,543	\$37,904	\$51,147
SENIOR HOUSEKEEPER	\$33,604	\$37,972	\$47,327
SENIOR MEAT CUTTER	\$33,381	\$37,720	\$50,963
SHOEMAKER	\$27,987	\$31,625	\$38,722
SUPERVISING HOUSEKEEPER	\$38,637	\$43,660	\$53,848

**Group "B" Titles**

**b. Effective September 28, 2010 (First Year Rate)**

ASSISTANT LAUNDRY SUPERVISOR	\$33,063	\$37,361	\$47,729
BAKER	\$30,854	\$34,865	\$43,137
COMMISSARY MANAGER	\$28,691	\$32,421	\$39,718
INSTITUTIONAL BAND MUSIC INSTRUCTOR	\$32,449	\$36,667	\$44,677
INSTITUTIONAL FARMING INSTRUCTOR	\$32,449	\$36,667	\$44,677
INSTITUTIONAL INSTRUCTOR	\$32,449	\$36,667	\$44,677
INSTITUTIONAL TRADES INSTR (INCL. SPEC)	\$32,449	\$36,667	\$44,677
LAUNDRY SUPERVISOR	\$38,935	\$43,997	\$57,183
SENIOR BAKER	\$34,236	\$38,687	\$52,266
SR. INSTITUTIONAL TRADES INSTR (INCL. SPEC)	\$34,037	\$38,462	\$49,934
SENIOR LAUNDRY SUPERVISOR	\$41,207	\$46,564	\$61,123
SUPERINTENDENT OF LAUNDRIES	\$46,053	\$52,040	\$65,142
SUPERVISING LAUNDRY WORKER	\$28,461	\$32,161	\$39,633
SUPERVISOR OF MOTOR TRANSPORT	\$44,388	\$50,159	\$65,229
TEACHER (IN DEPT. OF CORRECTION)	\$35,298	\$39,887	\$45,707

\*See Article III, Section 4 (New Hires)

\*\* Employees with one year of service in the title Food Service Supervisor shall be paid \$750 per annum above the minimum rate.

INSTITUTIONAL TITLES

2010-2018

### Group "A" Titles

#### c. Effective September 26, 2010 (Second Year Rate)

<u>TITLE</u>	i. MINIMUM		ii. MAXIMUM
	<u>(1) HIRING RATE*</u>	<u>(2) INCUMBENT RATE</u>	<u>RATE</u>
COOK	\$31,725	\$34,898	\$44,334
FOOD SERVICE ADMINISTRATOR	\$58,711	\$64,582	\$72,655
FOOD SERVICE MANAGER (DOC)	\$48,125	\$52,937	\$57,130
FOOD SERVICE SUPERVISOR **	\$33,759	\$37,135	\$43,141
HOUSEKEEPER	\$33,298	\$36,628	\$42,435
INSTITUTIONAL GARMENT WORKER	\$28,439	\$31,283	\$36,976
INSTITUTIONAL SEAMSTRESS	\$28,439	\$31,283	\$36,976
INSTITUTIONAL TAILOR	\$29,399	\$32,339	\$41,805
MEAT CUTTER	\$31,725	\$34,898	\$44,334
SENIOR COOK	\$34,458	\$37,904	\$51,147
SENIOR HOUSEKEEPER	\$34,520	\$37,972	\$47,327
SENIOR MEAT CUTTER	\$34,291	\$37,720	\$50,963
SHOEMAKER	\$28,750	\$31,625	\$38,722
SUPERVISING HOUSEKEEPER	\$39,691	\$43,660	\$53,848

### Group "B" Titles

#### d. Effective September 28, 2010 (Second Year Rate)

ASSISTANT LAUNDRY SUPERVISOR	\$33,965	\$37,361	\$47,729
BAKER	\$31,695	\$34,865	\$43,137
COMMISSARY MANAGER	\$29,474	\$32,421	\$39,718
INSTITUTIONAL BAND MUSIC INSTRUCTOR	\$33,334	\$36,667	\$44,677
INSTITUTIONAL FARMING INSTRUCTOR	\$33,334	\$36,667	\$44,677
INSTITUTIONAL INSTRUCTOR	\$33,334	\$36,667	\$44,677
INSTITUTIONAL TRADES INSTR (INCL. SPEC)	\$33,334	\$36,667	\$44,677
LAUNDRY SUPERVISOR	\$39,997	\$43,997	\$57,183
SENIOR BAKER	\$35,170	\$38,687	\$52,266
SR. INSTITUTIONAL TRADES INSTR (INCL. SPEC)	\$34,965	\$38,462	\$49,934
SENIOR LAUNDRY SUPERVISOR	\$42,331	\$46,564	\$61,123
SUPERINTENDENT OF LAUNDRIES	\$47,309	\$52,040	\$65,142
SUPERVISING LAUNDRY WORKER	\$29,237	\$32,161	\$39,633
SUPERVISOR OF MOTOR TRANSPORT	\$45,599	\$50,159	\$65,229



TEACHER (IN DEPT. OF CORRECTION)	\$36,261	\$39,887	\$45,707
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\*See Article III, Section 4 (New Hires)

\*\* Employees with one year of service in the title Food Service Supervisor shall be paid \$750 per annum above the minimum rate.

### Group "A" Titles

#### e. Effective March 26, 2012 (First Year Rate)

<u>TITLE</u>	<u>i. MINIMUM</u>		<u>ii. MAXIMUM</u>
	<u>(1) HIRING RATE*</u>	<u>(2) INCUMBENT RATE</u>	<u>RATE</u>
COOK	\$31,192	\$35,247	\$44,777
FOOD SERVICE ADMINISTRATOR	\$57,724	\$65,228	\$73,382
FOOD SERVICE MANAGER (DOC)	\$47,315	\$53,466	\$57,701
FOOD SERVICE SUPERVISOR **	\$33,191	\$37,506	\$43,572
HOUSEKEEPER	\$32,738	\$36,994	\$42,859
INSTITUTIONAL GARMENT WORKER	\$27,961	\$31,596	\$37,346
INSTITUTIONAL SEAMSTRESS	\$27,961	\$31,596	\$37,346
INSTITUTIONAL TAILOR	\$28,904	\$32,662	\$42,223
MEAT CUTTER	\$31,192	\$35,247	\$44,777
SENIOR COOK	\$33,879	\$38,283	\$51,658
SENIOR HOUSEKEEPER	\$33,940	\$38,352	\$47,800
SENIOR MEAT CUTTER	\$33,714	\$38,097	\$51,473
SHOEMAKER	\$28,266	\$31,941	\$39,109
SUPERVISING HOUSEKEEPER	\$39,024	\$44,097	\$54,386

### Group "B" Titles

#### f. Effective March 28, 2012 (First Year Rate)

ASSISTANT LAUNDRY SUPERVISOR	\$33,394	\$37,735	\$48,206
BAKER	\$31,163	\$35,214	\$43,568
COMMISSARY MANAGER	\$28,978	\$32,745	\$40,115
INSTITUTIONAL BAND MUSIC INSTRUCTOR	\$32,773	\$37,034	\$45,124
INSTITUTIONAL FARMING INSTRUCTOR	\$32,773	\$37,034	\$45,124
INSTITUTIONAL INSTRUCTOR	\$32,773	\$37,034	\$45,124
INSTITUTIONAL TRADES INSTR (INCL. SPEC)	\$32,773	\$37,034	\$45,124
LAUNDRY SUPERVISOR	\$39,325	\$44,437	\$57,755
SENIOR BAKER	\$34,579	\$39,074	\$52,789
SR. INSTITUTIONAL TRADES INSTR (INCL. SPEC)	\$34,378	\$38,847	\$50,433

INSTITUTIONAL TITLES

2010-2018



SENIOR LAUNDRY SUPERVISOR	\$41,619	\$47,030	\$61,734
SUPERINTENDENT OF LAUNDRIES	\$46,513	\$52,560	\$65,793
SUPERVISING LAUNDRY WORKER	\$28,746	\$32,483	\$40,029
SUPERVISOR OF MOTOR TRANSPORT	\$44,833	\$50,661	\$65,881
TEACHER (IN DEPT. OF CORRECTION)	\$35,651	\$40,286	\$46,164

\*See Article III, Section 4 (New Hires)

\*\* Employees with one year of service in the title Food Service Supervisor shall be paid \$750 per annum above the minimum rate.

### Group "A" Titles

#### g. Effective March 26, 2012 (Second Year Rate)

<u>TITLE</u>	<u>i. MINIMUM</u>		<u>ii. MAXIMUM</u>
	<u>(1) HIRING RATE*</u>	<u>(2) INCUMBENT RATE</u>	<u>RATE</u>
COOK	\$32,043	\$35,247	\$44,777
FOOD SERVICE ADMINISTRATOR	\$59,298	\$65,228	\$73,382
FOOD SERVICE MANAGER (DOC)	\$48,605	\$53,466	\$57,701
FOOD SERVICE SUPERVISOR **	\$34,096	\$37,506	\$43,572
HOUSEKEEPER	\$33,631	\$36,994	\$42,859
INSTITUTIONAL GARMENT WORKER	\$28,724	\$31,596	\$37,346
INSTITUTIONAL SEAMSTRESS	\$28,724	\$31,596	\$37,346
INSTITUTIONAL TAILOR	\$29,693	\$32,662	\$42,223
MEAT CUTTER	\$32,043	\$35,247	\$44,777
SENIOR COOK	\$34,803	\$38,283	\$51,658
SENIOR HOUSEKEEPER	\$34,865	\$38,352	\$47,800
SENIOR MEAT CUTTER	\$34,634	\$38,097	\$51,473
SHOEMAKER	\$29,037	\$31,941	\$39,109
SUPERVISING HOUSEKEEPER	\$40,088	\$44,097	\$54,386

### Group "B" Titles

#### h. Effective March 28, 2012 (Second Year Rate)

ASSISTANT LAUNDRY SUPERVISOR	\$34,305	\$37,735	\$48,206
BAKER	\$32,013	\$35,214	\$43,568
COMMISSARY MANAGER	\$29,768	\$32,745	\$40,115
INSTITUTIONAL BAND MUSIC INSTRUCTOR	\$33,667	\$37,034	\$45,124
INSTITUTIONAL FARMING INSTRUCTOR	\$33,667	\$37,034	\$45,124

INSTITUTIONAL TITLES

2010-2018

INSTITUTIONAL INSTRUCTOR	\$33,667	\$37,034	\$45,124
INSTITUTIONAL TRADES INSTR (INCL. SPEC)	\$33,667	\$37,034	\$45,124
LAUNDRY SUPERVISOR	\$40,397	\$44,437	\$57,755
SENIOR BAKER	\$35,522	\$39,074	\$52,789
SR. INSTITUTIONAL TRADES INSTR (INCL. SPEC)	\$35,315	\$38,847	\$50,433
SENIOR LAUNDRY SUPERVISOR	\$42,755	\$47,030	\$61,734
SUPERINTENDENT OF LAUNDRIES	\$47,782	\$52,560	\$65,793
SUPERVISING LAUNDRY WORKER	\$29,530	\$32,483	\$40,029
SUPERVISOR OF MOTOR TRANSPORT	\$46,055	\$50,661	\$65,881
TEACHER (IN DEPT. OF CORRECTION)	\$36,624	\$40,286	\$46,164

\*See Article III, Section 4 (New Hires)

\*\* Employees with one year of service in the title Food Service Supervisor shall be paid \$750 per annum above the minimum rate.

#### Group "A" Titles

##### i. Effective March 26, 2013 (First Year Rate)

<u>TITLE</u>	<u>i. MINIMUM</u>		<u>ii. MAXIMUM</u>
	<u>(1) HIRING RATE*</u>	<u>(2) INCUMBENT RATE</u>	<u>RATE</u>
COOK	\$31,504	\$35,599	\$45,225
FOOD SERVICE ADMINISTRATOR	\$58,301	\$65,880	\$74,116
FOOD SERVICE MANAGER (DOC)	\$47,788	\$54,001	\$58,278
FOOD SERVICE SUPERVISOR **	\$33,523	\$37,881	\$44,008
HOUSEKEEPER	\$33,065	\$37,364	\$43,288
INSTITUTIONAL GARMENT WORKER	\$28,241	\$31,912	\$37,719
INSTITUTIONAL SEAMSTRESS	\$28,241	\$31,912	\$37,719
INSTITUTIONAL TAILOR	\$29,194	\$32,989	\$42,645
MEAT CUTTER	\$31,504	\$35,599	\$45,225
SENIOR COOK	\$34,218	\$38,666	\$52,175
SENIOR HOUSEKEEPER	\$34,280	\$38,736	\$48,278
SENIOR MEAT CUTTER	\$34,051	\$38,478	\$51,988
SHOEMAKER	\$28,549	\$32,260	\$39,500
SUPERVISING HOUSEKEEPER	\$39,414	\$44,538	\$54,930

#### Group "B" Titles

##### j. Effective March 28, 2013 (First Year Rate)

ASSISTANT LAUNDRY SUPERVISOR	\$33,727	\$38,112	\$48,688
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INSTITUTIONAL TITLES

2010-2018

BAKER	\$31,474	\$35,566	\$44,004
COMMISSARY MANAGER	\$29,267	\$33,072	\$40,516
INSTITUTIONAL BAND MUSIC INSTRUCTOR	\$33,101	\$37,404	\$45,575
INSTITUTIONAL FARMING INSTRUCTOR	\$33,101	\$37,404	\$45,575
INSTITUTIONAL INSTRUCTOR	\$33,101	\$37,404	\$45,575
INSTITUTIONAL TRADES INSTR (INCL. SPEC)	\$33,101	\$37,404	\$45,575
LAUNDRY SUPERVISOR	\$39,718	\$44,881	\$58,333
SENIOR BAKER	\$34,925	\$39,465	\$53,317
SR. INSTITUTIONAL TRADES INSTR (INCL. SPEC)	\$34,721	\$39,235	\$50,937
SENIOR LAUNDRY SUPERVISOR	\$42,035	\$47,500	\$62,351
SUPERINTENDENT OF LAUNDRIES	\$46,979	\$53,086	\$66,451
SUPERVISING LAUNDRY WORKER	\$29,034	\$32,808	\$40,429
SUPERVISOR OF MOTOR TRANSPORT	\$45,281	\$51,168	\$66,540
TEACHER (IN DEPT. OF CORRECTION)	\$36,008	\$40,689	\$46,626

\*See Article III, Section 4 (New Hires)

\*\* Employees with one year of service in the title Food Service Supervisor shall be paid \$750 per annum above the minimum rate.

### Group "A" Titles

#### k. Effective March 26, 2013 (Second Year Rate)

<u>TITLE</u>	<u>i. MINIMUM</u>		<u>ii. MAXIMUM</u>
	<u>(1) HIRING RATE*</u>	<u>(2) INCUMBENT RATE</u>	<u>RATE</u>
COOK	\$32,363	\$35,599	\$45,225
FOOD SERVICE ADMINISTRATOR	\$59,891	\$65,880	\$74,116
FOOD SERVICE MANAGER (DOC)	\$49,092	\$54,001	\$58,278
FOOD SERVICE SUPERVISOR **	\$34,437	\$37,881	\$44,008
HOUSEKEEPER	\$33,967	\$37,364	\$43,288
INSTITUTIONAL GARMENT WORKER	\$29,011	\$31,912	\$37,719
INSTITUTIONAL SEAMSTRESS	\$29,011	\$31,912	\$37,719
INSTITUTIONAL TAILOR	\$29,990	\$32,989	\$42,645
MEAT CUTTER	\$32,363	\$35,599	\$45,225
SENIOR COOK	\$35,151	\$38,666	\$52,175
SENIOR HOUSEKEEPER	\$35,215	\$38,736	\$48,278
SENIOR MEAT CUTTER	\$34,980	\$38,478	\$51,988
SHOEMAKER	\$29,327	\$32,260	\$39,500
SUPERVISING HOUSEKEEPER	\$40,489	\$44,538	\$54,930

### Group "B" Titles

INSTITUTIONAL TITLES

2010-2018

**l. Effective March 28, 2013 (Second Year Rate)**

ASSISTANT LAUNDRY SUPERVISOR	\$34,647	\$38,112	\$48,688
BAKER	\$32,333	\$35,566	\$44,004
COMMISSARY MANAGER	\$30,065	\$33,072	\$40,516
INSTITUTIONAL BAND MUSIC INSTRUCTOR	\$34,004	\$37,404	\$45,575
INSTITUTIONAL FARMING INSTRUCTOR	\$34,004	\$37,404	\$45,575
INSTITUTIONAL INSTRUCTOR	\$34,004	\$37,404	\$45,575
INSTITUTIONAL TRADES INSTR (INCL. SPEC)	\$34,004	\$37,404	\$45,575
LAUNDRY SUPERVISOR	\$40,801	\$44,881	\$58,333
SENIOR BAKER	\$35,877	\$39,465	\$53,317
SR. INSTITUTIONAL TRADES INSTR (INCL. SPEC)	\$35,668	\$39,235	\$50,937
SENIOR LAUNDRY SUPERVISOR	\$43,182	\$47,500	\$62,351
SUPERINTENDENT OF LAUNDRIES	\$48,260	\$53,086	\$66,451
SUPERVISING LAUNDRY WORKER	\$29,825	\$32,808	\$40,429
SUPERVISOR OF MOTOR TRANSPORT	\$46,516	\$51,168	\$66,540
TEACHER (IN DEPT. OF CORRECTION)	\$36,990	\$40,689	\$46,626

\*See Article III, Section 4 (New Hires)

\*\* Employees with one year of service in the title Food Service Supervisor shall be paid \$750 per annum above the minimum rate.

**Group "A" Titles**

**m. Effective March 26, 2014 (First Year Rate)**

<u>TITLE</u>	<u>i. MINIMUM</u>		<u>ii. MAXIMUM</u>
	<u>(1) HIRING RATE*</u>	<u>(2) INCUMBENT RATE</u>	<u>RATE</u>
COOK	\$31,819	\$35,955	\$45,677
FOOD SERVICE ADMINISTRATOR	\$58,884	\$66,539	\$74,857
FOOD SERVICE MANAGER (DOC)	\$48,266	\$54,541	\$58,861
FOOD SERVICE SUPERVISOR **	\$33,858	\$38,260	\$44,448
HOUSEKEEPER	\$33,396	\$37,738	\$43,721
INSTITUTIONAL GARMENT WORKER	\$28,523	\$32,231	\$38,096
INSTITUTIONAL SEAMSTRESS	\$28,523	\$32,231	\$38,096
INSTITUTIONAL TAILOR	\$29,486	\$33,319	\$43,071
MEAT CUTTER	\$31,819	\$35,955	\$45,677
SENIOR COOK	\$34,560	\$39,053	\$52,697
SENIOR HOUSEKEEPER	\$34,622	\$39,123	\$48,761
SENIOR MEAT CUTTER	\$34,392	\$38,863	\$52,508

INSTITUTIONAL TITLES

2010-2018

SHOEMAKER	\$28,835	\$32,583	\$39,895
SUPERVISING HOUSEKEEPER	\$39,808	\$44,983	\$55,479

### Group "B" Titles

#### n. Effective March 28, 2014 (First Year Rate)

ASSISTANT LAUNDRY SUPERVISOR	\$34,065	\$38,493	\$49,175
BAKER	\$31,789	\$35,922	\$44,444
COMMISSARY MANAGER	\$29,560	\$33,403	\$40,921
INSTITUTIONAL BAND MUSIC INSTRUCTOR	\$33,432	\$37,778	\$46,031
INSTITUTIONAL FARMING INSTRUCTOR	\$33,432	\$37,778	\$46,031
INSTITUTIONAL INSTRUCTOR	\$33,432	\$37,778	\$46,031
INSTITUTIONAL TRADES INSTR (INCL. SPEC)	\$33,432	\$37,778	\$46,031
LAUNDRY SUPERVISOR	\$40,115	\$45,330	\$58,916
SENIOR BAKER	\$35,274	\$39,860	\$53,850
SR. INSTITUTIONAL TRADES INSTR (INCL. SPEC)	\$35,068	\$39,627	\$51,446
SENIOR LAUNDRY SUPERVISOR	\$42,456	\$47,975	\$62,975
SUPERINTENDENT OF LAUNDRIES	\$47,449	\$53,617	\$67,116
SUPERVISING LAUNDRY WORKER	\$29,324	\$33,136	\$40,833
SUPERVISOR OF MOTOR TRANSPORT	\$45,735	\$51,680	\$67,205
TEACHER (IN DEPT. OF CORRECTION)	\$36,368	\$41,096	\$47,092

\*See Article III, Section 4 (New Hires)

\*\* Employees with one year of service in the title Food Service Supervisor shall be paid \$750 per annum above the minimum rate.

### Group "A" Titles

#### o. Effective March 26, 2014 (Second Year Rate)

<u>TITLE</u>	<u>i. MINIMUM</u>		<u>ii. MAXIMUM</u>
	<u>(1) HIRING RATE*</u>	<u>(2) INCUMBENT RATE</u>	<u>RATE</u>
COOK	\$32,686	\$35,955	\$45,677
FOOD SERVICE ADMINISTRATOR	\$60,490	\$66,539	\$74,857
FOOD SERVICE MANAGER (DOC)	\$49,583	\$54,541	\$58,861
FOOD SERVICE SUPERVISOR **	\$34,782	\$38,260	\$44,448
HOUSEKEEPER	\$34,307	\$37,738	\$43,721
INSTITUTIONAL GARMENT WORKER	\$29,301	\$32,231	\$38,096
INSTITUTIONAL SEAMSTRESS	\$29,301	\$32,231	\$38,096
INSTITUTIONAL TAILOR	\$30,290	\$33,319	\$43,071

INSTITUTIONAL TITLES

2010-2018

MEAT CUTTER	\$32,686	\$35,955	\$45,677
SENIOR COOK	\$35,503	\$39,053	\$52,697
SENIOR HOUSEKEEPER	\$35,566	\$39,123	\$48,761
SENIOR MEAT CUTTER	\$35,330	\$38,863	\$52,508
SHOEMAKER	\$29,621	\$32,583	\$39,895
SUPERVISING HOUSEKEEPER	\$40,894	\$44,983	\$55,479

#### Group "B" Titles

##### p. Effective March 28, 2014 (Second Year Rate)

ASSISTANT LAUNDRY SUPERVISOR	\$34,994	\$38,493	\$49,175
BAKER	\$32,656	\$35,922	\$44,444
COMMISSARY MANAGER	\$30,366	\$33,403	\$40,921
INSTITUTIONAL BAND MUSIC INSTRUCTOR	\$34,344	\$37,778	\$46,031
INSTITUTIONAL FARMING INSTRUCTOR	\$34,344	\$37,778	\$46,031
INSTITUTIONAL INSTRUCTOR	\$34,344	\$37,778	\$46,031
INSTITUTIONAL TRADES INSTR (INCL. SPEC)	\$34,344	\$37,778	\$46,031
LAUNDRY SUPERVISOR	\$41,209	\$45,330	\$58,916
SENIOR BAKER	\$36,236	\$39,860	\$53,850
SR. INSTITUTIONAL TRADES INSTR (INCL. SPEC)	\$36,025	\$39,627	\$51,446
SENIOR LAUNDRY SUPERVISOR	\$43,614	\$47,975	\$62,975
SUPERINTENDENT OF LAUNDRIES	\$48,743	\$53,617	\$67,116
SUPERVISING LAUNDRY WORKER	\$30,124	\$33,136	\$40,833
SUPERVISOR OF MOTOR TRANSPORT	\$46,982	\$51,680	\$67,205
TEACHER (IN DEPT. OF CORRECTION)	\$37,360	\$41,096	\$47,092

\*See Article III, Section 4 (New Hires)

\*\* Employees with one year of service in the title Food Service Supervisor shall be paid \$750 per annum above the minimum rate.

#### Group "A" Titles

##### q. Effective March 26, 2015 (First Year Rate)

<u>TITLE</u>	<u>i. MINIMUM</u>		<u>ii. MAXIMUM</u>
	<u>(1) HIRING RATE*</u>	<u>(2) INCUMBENT RATE</u>	<u>RATE</u>
COOK	\$32,296	\$36,494	\$46,362
FOOD SERVICE ADMINISTRATOR	\$59,767	\$67,537	\$75,980
FOOD SERVICE MANAGER (DOC)	\$48,990	\$55,359	\$59,744
FOOD SERVICE SUPERVISOR **	\$34,366	\$38,834	\$45,115

INSTITUTIONAL TITLES

2010-2018

HOUSEKEEPER	\$33,897	\$38,304	\$44,377
INSTITUTIONAL GARMENT WORKER	\$28,950	\$32,714	\$38,667
INSTITUTIONAL SEAMSTRESS	\$28,950	\$32,714	\$38,667
INSTITUTIONAL TAILOR	\$29,928	\$33,819	\$43,717
MEAT CUTTER	\$32,296	\$36,494	\$46,362
SENIOR COOK	\$35,079	\$39,639	\$53,487
SENIOR HOUSEKEEPER	\$35,142	\$39,710	\$49,492
SENIOR MEAT CUTTER	\$34,908	\$39,446	\$53,296
SHOEMAKER	\$29,267	\$33,072	\$40,493
SUPERVISING HOUSEKEEPER	\$40,405	\$45,658	\$56,311

#### Group "B" Titles

##### r. Effective March 28, 2015 (First Year Rate)

	<u>Group "B" Titles</u>		
ASSISTANT LAUNDRY SUPERVISOR	\$34,575	\$39,070	\$49,913
BAKER	\$32,266	\$36,461	\$45,111
COMMISSARY MANAGER	\$30,004	\$33,904	\$41,535
INSTITUTIONAL BAND MUSIC INSTRUCTOR	\$33,934	\$38,345	\$46,721
INSTITUTIONAL FARMING INSTRUCTOR	\$33,934	\$38,345	\$46,721
INSTITUTIONAL INSTRUCTOR	\$33,934	\$38,345	\$46,721
INSTITUTIONAL TRADES INSTR (INCL. SPEC)	\$33,934	\$38,345	\$46,721
LAUNDRY SUPERVISOR	\$40,717	\$46,010	\$59,800
SENIOR BAKER	\$35,804	\$40,458	\$54,658
SR. INSTITUTIONAL TRADES INSTR (INCL. SPEC)	\$35,594	\$40,221	\$52,218
SENIOR LAUNDRY SUPERVISOR	\$43,093	\$48,695	\$63,920
SUPERINTENDENT OF LAUNDRIES	\$48,160	\$54,421	\$68,123
SUPERVISING LAUNDRY WORKER	\$29,764	\$33,633	\$41,445
SUPERVISOR OF MOTOR TRANSPORT	\$46,420	\$52,455	\$68,213
TEACHER (IN DEPT. OF CORRECTION)	\$36,913	\$41,712	\$47,798

\*See Article III, Section 4 (New Hires)

\*\* Employees with one year of service in the title Food Service Supervisor shall be paid \$750 per annum above the minimum rate.

#### Group "A" Titles

##### s. Effective March 26, 2015 (Second Year Rate)

	i. MINIMUM		ii. MAXIMUM
<u>TITLE</u>	<u>(1) HIRING RATE*</u>	<u>(2) INCUMBENT RATE</u>	<u>RATE</u>

INSTITUTIONAL TITLES

2010-2018



COOK	\$33,176	\$36,494	\$46,362
FOOD SERVICE ADMINISTRATOR	\$61,397	\$67,537	\$75,980
FOOD SERVICE MANAGER (DOC)	\$50,326	\$55,359	\$59,744
FOOD SERVICE SUPERVISOR **	\$35,304	\$38,834	\$45,115
HOUSEKEEPER	\$34,822	\$38,304	\$44,377
INSTITUTIONAL GARMENT WORKER	\$29,740	\$32,714	\$38,667
INSTITUTIONAL SEAMSTRESS	\$29,740	\$32,714	\$38,667
INSTITUTIONAL TAILOR	\$30,745	\$33,819	\$43,717
MEAT CUTTER	\$33,176	\$36,494	\$46,362
SENIOR COOK	\$36,035	\$39,639	\$53,487
SENIOR HOUSEKEEPER	\$36,100	\$39,710	\$49,492
SENIOR MEAT CUTTER	\$35,860	\$39,446	\$53,296
SHOEMAKER	\$30,065	\$33,072	\$40,493
SUPERVISING HOUSEKEEPER	\$41,507	\$45,658	\$56,311

#### Group "B" Titles

##### t. Effective March 28, 2015 (Second Year Rate)

ASSISTANT LAUNDRY SUPERVISOR	\$35,518	\$39,070	\$49,913
BAKER	\$33,146	\$36,461	\$45,111
COMMISSARY MANAGER	\$30,822	\$33,904	\$41,535
INSTITUTIONAL BAND MUSIC INSTRUCTOR	\$34,859	\$38,345	\$46,721
INSTITUTIONAL FARMING INSTRUCTOR	\$34,859	\$38,345	\$46,721
INSTITUTIONAL INSTRUCTOR	\$34,859	\$38,345	\$46,721
INSTITUTIONAL TRADES INSTR (INCL. SPEC)	\$34,859	\$38,345	\$46,721
LAUNDRY SUPERVISOR	\$41,827	\$46,010	\$59,800
SENIOR BAKER	\$36,780	\$40,458	\$54,658
SR. INSTITUTIONAL TRADES INSTR (INCL. SPEC)	\$36,565	\$40,221	\$52,218
SENIOR LAUNDRY SUPERVISOR	\$44,268	\$48,695	\$63,920
SUPERINTENDENT OF LAUNDRIES	\$49,474	\$54,421	\$68,123
SUPERVISING LAUNDRY WORKER	\$30,575	\$33,633	\$41,445
SUPERVISOR OF MOTOR TRANSPORT	\$47,686	\$52,455	\$68,213
TEACHER (IN DEPT. OF CORRECTION)	\$37,920	\$41,712	\$47,798

\*See Article III, Section 4 (New Hires)

\*\* Employees with one year of service in the title Food Service Supervisor shall be paid \$750 per annum above the minimum rate.

#### Group "A" Titles

INSTITUTIONAL TITLES

**u. Effective March 26, 2016 (First Year Rate)**

<u>TITLE</u>	i. MINIMUM		ii. MAXIMUM
	<u>(1) HIRING RATE*</u>	<u>(2) INCUMBENT RATE</u>	<u>RATE</u>
COOK	\$33,103	\$37,406	\$47,521
FOOD SERVICE ADMINISTRATOR	\$61,261	\$69,225	\$77,880
FOOD SERVICE MANAGER (DOC)	\$50,215	\$56,743	\$61,238
FOOD SERVICE SUPERVISOR **	\$35,226	\$39,805	\$46,243
HOUSEKEEPER	\$34,745	\$39,262	\$45,486
INSTITUTIONAL GARMENT WORKER	\$29,674	\$33,532	\$39,634
INSTITUTIONAL SEAMSTRESS	\$29,674	\$33,532	\$39,634
INSTITUTIONAL TAILOR	\$30,676	\$34,664	\$44,810
MEAT CUTTER	\$33,103	\$37,406	\$47,521
SENIOR COOK	\$35,956	\$40,630	\$54,824
SENIOR HOUSEKEEPER	\$36,020	\$40,703	\$50,729
SENIOR MEAT CUTTER	\$35,781	\$40,432	\$54,628
SHOEMAKER	\$29,999	\$33,899	\$41,505
SUPERVISING HOUSEKEEPER	\$41,415	\$46,799	\$57,719

**Group "B" Titles**

**v. Effective March 28, 2016 (First Year Rate)**

ASSISTANT LAUNDRY SUPERVISOR	\$35,440	\$40,047	\$51,161
BAKER	\$33,073	\$37,373	\$46,239
COMMISSARY MANAGER	\$30,754	\$34,752	\$42,573
INSTITUTIONAL BAND MUSIC INSTRUCTOR	\$34,782	\$39,304	\$47,889
INSTITUTIONAL FARMING INSTRUCTOR	\$34,782	\$39,304	\$47,889
INSTITUTIONAL INSTRUCTOR	\$34,782	\$39,304	\$47,889
INSTITUTIONAL TRADES INSTR (INCL. SPEC)	\$34,782	\$39,304	\$47,889
LAUNDRY SUPERVISOR	\$41,735	\$47,160	\$61,295
SENIOR BAKER	\$36,698	\$41,469	\$56,024
SR. INSTITUTIONAL TRADES INSTR (INCL. SPEC)	\$36,484	\$41,227	\$53,523
SENIOR LAUNDRY SUPERVISOR	\$44,170	\$49,912	\$65,518
SUPERINTENDENT OF LAUNDRIES	\$49,365	\$55,782	\$69,826
SUPERVISING LAUNDRY WORKER	\$30,508	\$34,474	\$42,481
SUPERVISOR OF MOTOR TRANSPORT	\$47,581	\$53,766	\$69,918
TEACHER (IN DEPT. OF CORRECTION)	\$37,836	\$42,755	\$48,993

\*See Article III, Section 4 (New Hires)  
INSTITUTIONAL TITLES

2010-2018

\*\* Employees with one year of service in the title Food Service Supervisor shall be paid \$750 per annum above the minimum rate.

### Group "A" Titles

#### w. Effective March 26, 2016 (Second Year Rate)

<u>TITLE</u>	<u>i. MINIMUM</u>		<u>ii. MAXIMUM</u>
	<u>(1) HIRING RATE*</u>	<u>(2) INCUMBENT RATE</u>	<u>RATE</u>
COOK	\$34,005	\$37,406	\$47,521
FOOD SERVICE ADMINISTRATOR	\$62,932	\$69,225	\$77,880
FOOD SERVICE MANAGER (DOC)	\$51,585	\$56,743	\$61,238
FOOD SERVICE SUPERVISOR **	\$36,186	\$39,805	\$46,243
HOUSEKEEPER	\$35,693	\$39,262	\$45,486
INSTITUTIONAL GARMENT WORKER	\$30,484	\$33,532	\$39,634
INSTITUTIONAL SEAMSTRESS	\$30,484	\$33,532	\$39,634
INSTITUTIONAL TAILOR	\$31,513	\$34,664	\$44,810
MEAT CUTTER	\$34,005	\$37,406	\$47,521
SENIOR COOK	\$36,936	\$40,630	\$54,824
SENIOR HOUSEKEEPER	\$37,003	\$40,703	\$50,729
SENIOR MEAT CUTTER	\$36,756	\$40,432	\$54,628
SHOEMAKER	\$30,817	\$33,899	\$41,505
SUPERVISING HOUSEKEEPER	\$42,545	\$46,799	\$57,719

### Group "B" Titles

#### x. Effective March 28, 2016 (First Year Rate)

ASSISTANT LAUNDRY SUPERVISOR	\$36,406	\$40,047	\$51,161
BAKER	\$33,975	\$37,373	\$46,239
COMMISSARY MANAGER	\$31,593	\$34,752	\$42,573
INSTITUTIONAL BAND MUSIC INSTRUCTOR	\$35,731	\$39,304	\$47,889
INSTITUTIONAL FARMING INSTRUCTOR	\$35,731	\$39,304	\$47,889
INSTITUTIONAL INSTRUCTOR	\$35,731	\$39,304	\$47,889
INSTITUTIONAL TRADES INSTR (INCL. SPEC)	\$35,731	\$39,304	\$47,889
LAUNDRY SUPERVISOR	\$42,873	\$47,160	\$61,295
SENIOR BAKER	\$37,699	\$41,469	\$56,024
SR. INSTITUTIONAL TRADES INSTR (INCL. SPEC)	\$37,479	\$41,227	\$53,523
SENIOR LAUNDRY SUPERVISOR	\$45,375	\$49,912	\$65,518
SUPERINTENDENT OF LAUNDRIES	\$50,711	\$55,782	\$69,826
SUPERVISING LAUNDRY WORKER	\$31,340	\$34,474	\$42,481

INSTITUTIONAL TITLES

2010-2018

SUPERVISOR OF MOTOR TRANSPORT	\$48,878	\$53,766	\$69,918
TEACHER (IN DEPT. OF CORRECTION)	\$38,868	\$42,755	\$48,993

\*See Article III, Section 4 (New Hires)

\*\* Employees with one year of service in the title Food Service Supervisor shall be paid \$750 per annum above the minimum rate.

### Group "A" Titles

#### y. Effective March 26, 2017 (First Year Rate)

<u>TITLE</u>	<u>i. MINIMUM</u>		<u>ii. MAXIMUM</u>
	<u>(1) HIRING RATE*</u>	<u>(2) INCUMBENT RATE</u>	<u>RATE</u>
COOK	\$34,096	\$38,528	\$48,947
FOOD SERVICE ADMINISTRATOR	\$63,099	\$71,302	\$80,216
FOOD SERVICE MANAGER (DOC)	\$51,721	\$58,445	\$63,075
FOOD SERVICE SUPERVISOR **	\$36,282	\$40,999	\$47,630
HOUSEKEEPER	\$35,788	\$40,440	\$46,851
INSTITUTIONAL GARMENT WORKER	\$30,565	\$34,538	\$40,823
INSTITUTIONAL SEAMSTRESS	\$30,565	\$34,538	\$40,823
INSTITUTIONAL TAILOR	\$31,596	\$35,704	\$46,154
MEAT CUTTER	\$34,096	\$38,528	\$48,947
SENIOR COOK	\$37,035	\$41,849	\$56,469
SENIOR HOUSEKEEPER	\$37,101	\$41,924	\$52,251
SENIOR MEAT CUTTER	\$36,854	\$41,645	\$56,267
SHOEMAKER	\$30,899	\$34,916	\$42,750
SUPERVISING HOUSEKEEPER	\$42,658	\$48,203	\$59,451

### Group "B" Titles

#### z. Effective March 28, 2017 (First Year Rate)

ASSISTANT LAUNDRY SUPERVISOR	\$36,503	\$41,248	\$52,696
BAKER	\$34,065	\$38,494	\$47,626
COMMISSARY MANAGER	\$31,677	\$35,795	\$43,850
INSTITUTIONAL BAND MUSIC INSTRUCTOR	\$35,826	\$40,483	\$49,326
INSTITUTIONAL FARMING INSTRUCTOR	\$35,826	\$40,483	\$49,326
INSTITUTIONAL INSTRUCTOR	\$35,826	\$40,483	\$49,326
INSTITUTIONAL TRADES INSTR (INCL. SPEC)	\$35,826	\$40,483	\$49,326
LAUNDRY SUPERVISOR	\$42,987	\$48,575	\$63,134
SENIOR BAKER	\$37,799	\$42,713	\$57,705

INSTITUTIONAL TITLES

2010-2018

SR. INSTITUTIONAL TRADES INSTR (INCL. SPEC)	\$37,579	\$42,464	\$55,129
SENIOR LAUNDRY SUPERVISOR	\$45,495	\$51,409	\$67,484
SUPERINTENDENT OF LAUNDRIES	\$50,845	\$57,455	\$71,921
SUPERVISING LAUNDRY WORKER	\$31,423	\$35,508	\$43,755
SUPERVISOR OF MOTOR TRANSPORT	\$49,008	\$55,379	\$72,016
TEACHER (IN DEPT. OF CORRECTION)	\$38,972	\$44,038	\$50,463

\*See Article III, Section 4 (New Hires)

\*\* Employees with one year of service in the title Food Service Supervisor shall be paid \$750 per annum above the minimum rate.

### Group "A" Titles

#### aa. Effective March 26, 2017 (Second Year Rate)

<u>TITLE</u>	<u>i. MINIMUM</u>		<u>ii. MAXIMUM</u>
	<u>(1) HIRING RATE*</u>	<u>(2) INCUMBENT RATE</u>	<u>RATE</u>
COOK	\$35,025	\$38,528	\$48,947
FOOD SERVICE ADMINISTRATOR	\$64,820	\$71,302	\$80,216
FOOD SERVICE MANAGER (DOC)	\$53,132	\$58,445	\$63,075
FOOD SERVICE SUPERVISOR **	\$37,272	\$40,999	\$47,630
HOUSEKEEPER	\$36,764	\$40,440	\$46,851
INSTITUTIONAL GARMENT WORKER	\$31,398	\$34,538	\$40,823
INSTITUTIONAL SEAMSTRESS	\$31,398	\$34,538	\$40,823
INSTITUTIONAL TAILOR	\$32,458	\$35,704	\$46,154
MEAT CUTTER	\$35,025	\$38,528	\$48,947
SENIOR COOK	\$38,045	\$41,849	\$56,469
SENIOR HOUSEKEEPER	\$38,113	\$41,924	\$52,251
SENIOR MEAT CUTTER	\$37,859	\$41,645	\$56,267
SHOEMAKER	\$31,742	\$34,916	\$42,750
SUPERVISING HOUSEKEEPER	\$43,821	\$48,203	\$59,451

### Group "B" Titles

#### bb. Effective March 28, 2017 (Second Year Rate)

ASSISTANT LAUNDRY SUPERVISOR	\$37,498	\$41,248	\$52,696
BAKER	\$34,995	\$38,494	\$47,626
COMMISSARY MANAGER	\$32,541	\$35,795	\$43,850
INSTITUTIONAL BAND MUSIC INSTRUCTOR	\$36,803	\$40,483	\$49,326
INSTITUTIONAL FARMING INSTRUCTOR	\$36,803	\$40,483	\$49,326

INSTITUTIONAL TITLES

2010-2018

INSTITUTIONAL INSTRUCTOR	\$36,803	\$40,483	\$49,326
INSTITUTIONAL TRADES INSTR (INCL. SPEC)	\$36,803	\$40,483	\$49,326
LAUNDRY SUPERVISOR	\$44,159	\$48,575	\$63,134
SENIOR BAKER	\$38,830	\$42,713	\$57,705
SR. INSTITUTIONAL TRADES INSTR (INCL. SPEC)	\$38,604	\$42,464	\$55,129
SENIOR LAUNDRY SUPERVISOR	\$46,735	\$51,409	\$67,484
SUPERINTENDENT OF LAUNDRIES	\$52,232	\$57,455	\$71,921
SUPERVISING LAUNDRY WORKER	\$32,280	\$35,508	\$43,755
SUPERVISOR OF MOTOR TRANSPORT	\$50,345	\$55,379	\$72,016
TEACHER (IN DEPT. OF CORRECTION)	\$40,035	\$44,038	\$50,463

\*See Article III, Section 4 (New Hires)

\*\* Employees with one year of service in the title Food Service Supervisor shall be paid \$750 per annum above the minimum rate.

### **Section 3. General Wage Increases**

#### **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 2010-2018 Local 237-City of New York Memorandum of 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.

- v. 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 this Section 3(a). Such case-by-case interpretations shall not be subject to any dispute resolution procedures as per past practice of the parties.

**b. General Wage Increases**

- i. The general increase, effective as indicated, shall be:

- 1. Effective March 26, 2012, Employees in Group "A" shall receive a general increase of 1.00%. Effective March 28, 2012, Employees in Group "B" shall receive a general increase of 1.00%.
- 2. Effective March 26, 2013, Employees in Group "A" shall receive a general increase of 1.00%. Effective March 28, 2013, Employees in Group "B" shall receive a general increase of 1.00%.
- 3. Effective March 26, 2014, Employees in Group "A" shall receive a general increase of 1.00%. Effective March 28, 2014, Employees in Group "B" shall receive a general increase of 1.00%.
- 4. Effective March 26, 2015, Employees in Group "A" shall receive a general increase of 1.50%. Effective March 28, 2015, Employees in Group "B" shall receive a general increase of 1.50%.
- 5. Effective March 26, 2016, Employees in Group "A" shall receive a general increase of 2.50%. Effective March 28, 2016, Employees in Group "B" shall receive a general increase of 2.50%.
- 6. Effective March 26, 2017, Employees in Group "A" shall receive a general increase of 3.00%. Effective March 28, 2017, Employees in Group "B" shall receive a general increase of 3.00%.
- 7. Part-time per annum, per session, hourly paid and per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in Section 3, 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 March 25, 2012 for Group "A" and March 27, 2012 for Group "B";
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 March 25, 2013 for Group "A" and March 27, 2013 for Group "B";
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 March 25, 2014 for Group "A" and March 27, 2014 for Group "B";
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 March 25, 2015 for Group "A" and March 27, 2015 for Group "B";
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 March 25, 2016 for Group "A" and March 27, 2016 for Group "B";
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 March 25, 2017 for Group "A" and March 27, 2017 for Group "B."

iii.

1. The general increases provided for in Section 3, subsections 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. The general increases provided for in Section 3, subsections b(i)(1)-(6) shall not be applied to the following "additions to gross:" uniform allowances, assignment differentials, advancement increases, and assignment (level) increases.

#### **Section 4. New Hires**

- a. The following provisions shall apply to Employees hired on or after September 26, 2010 for Group "A" and September 28, 2010 for Group "B":
  - i. During the first year of service, the "appointment rate" for a newly hired employee shall be thirteen percent (13%) less than the applicable "incumbent minimum" for said title that is in effect on the date of such appointment.
  - ii. Upon completion of one (1) year of active or qualified inactive service, such employee shall be paid ten percent (10%) less than the indicated "incumbent

minimum” for the applicable title that is in effect on the one (1) year anniversary of their original date of appointment.

- iii. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated “incumbent minimum” for the applicable title that is in effect on the two (2) year anniversary of their original date of appointment.

**b.** For the purposes of Sections 4(a) and 4(c), employees 1) who were in active pay status before September 26, 2010 for Group A or September 28, 2010 for Group B 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), 2(b)(i)(2), 2(c)(i)(2), 2(d)(i)(2), 2(e)(i)(2), 2(f)(i)(2), 2(g)(i)(2), 2(h)(i)(2), 2(i)(i)(2), 2(j)(i)(2), 2(k)(i)(2), 2(l)(i)(2), 2(m)(i)(2), 2(n)(i)(2), 2(o)(i)(2), 2(p)(i)(2), 2(q)(i)(2), 2(r)(i)(2), 2(s)(i)(2), 2(t)(i)(2), 2(u)(i)(2), 2(v)(i)(2), 2(w)(i)(2), 2(x)(i)(2), 2(y)(i)(2), 2(z)(i)(2), 2(aa)(i)(2), and 2(bb)(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.

- c. 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 4 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.

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 (a) .

#### **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.**

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 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:

#### **Schedule A**

<b><u>TITLE</u></b>	<b><u>9/26/10</u></b>
COOK	\$615
- Aide receiving assignment differential	\$771

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on day of advancement.

FOOD SERVICE SUPERVISOR	\$615
- Aide receiving assignment differential on day of advancement.	\$771
HOUSEKEEPER	\$615
-Aide receiving assignment differential on day of advancement.	\$771
MEAT CUTTER	\$615
SENIOR COOK	\$771
SENIOR HOUSEKEEPER	\$771
SENIOR MEATCUTTER	\$771
SUPERVISING HOUSEKEEPER	\$922

#### **Schedule B**

<b><u>TITLE</u></b>	<b><u>9/28/10</u></b>
ASSISTANT LAUNDRY SUPERVISOR	\$777
BAKER	
- Aide receiving assignment differential on day of advancement.	\$690 \$866
LAUNDRY SUPERVISOR	\$866
SENIOR BAKER	\$866
SENIOR INST. TRADES INSTRUCTOR (incl. Spec.)	\$690
SENIOR LAUNDRY SUPERVISOR	\$1,035
SUPERINTENDENT OF LAUNDRIES	\$1,297
SUPERVISOR OF MOTOR TRANSPORT	\$1,079

#### **Section 8. Fifteen Year Longevity Increment for Group B titles**

INSTITUTIONAL TITLES

2010-2018

- a. Employees with 15 years or more of "City" service in pay status who are not in a title already eligible for a longevity differential or service increment established by the Salary Review or Equity Panel shall receive a non-pensionable longevity increment of \$500 per annum.
- b. The rules for eligibility for the longevity increment described above in subsection (a), shall be set forth in Appendix A to this Agreement which shall be incorporated by reference herein. Additional rules for eligibility for the longevity increment described above in subsection (a) may be established.

#### **Section 9. Ten Year Pensionable Longevity Increment for Group B titles**

- a. Effective September 28, 2010, Employees with 10 or more years of City service in pay status shall receive a longevity increment of \$1,157 per annum.
- b. The rules for eligibility for the longevity increment described above in subsection (a) shall be set forth in an Appendix C to this Agreement which shall be incorporated by reference herein. Additional rules for eligibility for the longevity increment described above in subsection (a) may be established.
- c. The amount of this longevity increment shall not be increased by the percentage increases in this or in future contracts. If in the future the parties wish to increase the 10 year increment by the amount of collective bargaining increases, they shall meet and negotiate over any such increase.

#### **Section 10. Longevity Increment – Group A titles**

- a. Employees with 15 years or more of City service in pay status who are not already eligible for a longevity differential or service increment established by the Salary Review or Equity Panel shall receive a longevity increment of \$500 per annum.
- b. The rules for eligibility for the longevity increment described above in subsection (a), shall be set forth in Appendix B of this Agreement and are incorporated by reference herein.

#### **Section 11. Differentials**

- a. Effective on the dates stated below, a pro-rated annual differential in the amount stated below shall be provided for each Employee, in one of the titles listed below, who is assigned on a continuing basis to the training and supervision of inmates:

	<u>Effective</u>
<u>Eligible Titles</u>	<u>9/26/10</u>
Cook	\$484
Meat Cutter	\$484
Senior Cook	\$484
Senior Meat Cutter	\$484

ii.

<u>Eligible Titles</u>	<u>Effective</u> <u>9/28/10</u>
Assistant Laundry Supervisor	\$542
Baker	\$542
Laundry Supervisor	\$542
Senior Baker	\$542
Senior Laundry Supervisor	\$542
Superintendent of Laundries	\$542

b. Senior Cook

Effective on the date below, a pro-rated annual differential shall be provided for the Senior Cook who is designated in charge of a major food preparation activity in an agency where such assignment is required.

9/26/10  
\$641

- c. A pro-rated annual assignment differential in the amounts stated below shall be paid to Employees in the titles listed below who are assigned on a continuing basis to work in a kitchen or other food service function in the Department of Correction.

<u>Eligible Titles</u>	<u>9/26/10</u>
Food Service Manager	\$2,794
Senior Cook	\$2,098
Cook	\$2,098

d. Supervising Housekeeper

Effective on the date below, a pro-rated annual differential shall be provided for each Supervising Housekeeper who is assigned on a continuing basis to supervise housekeeping activities at a hospital center, specifically Bellevue, Kings County, Queens, Jacobi, Metropolitan, Harlem and Elmhurst.

9/26/10  
\$979

e. Housekeeper, Senior Housekeeper, Supervising Housekeeper

Effective on the date below, a pro-rated annual differential shall be provided to Employees in the title Housekeeper, Senior Housekeeper and Supervising Housekeeper who are assigned to perform waste removal duties.

9/26/10  
\$803

f. Teacher (Department of Correction)

A pro-rated annual differential in the amount stated below shall be provided for the Teacher assigned on a continuing basis to the training of inmates in a Correction prison facility.

9/28/10  
\$1,082

g. Food Service Administrator (Department of Correction)

A pro-rated annual differential in the amount stated below shall be provided for Food Service Administrators assigned to the Department of Correction.

9/26/10  
\$1,000

**Section 12. Service Increment**

- a. Effective on the date stated below, service increments in the amount stated below shall be paid to Employees in the titles Senior Cook and Cook who are assigned to a kitchen or other food service function in the Department of Correction.

	<u>Annual Amounts</u>
	<u>9/26/10</u>
After 5 years of service	\$280
After 7 years of service	\$420
After 10 years of service	\$560



- b. Service increments in the amounts stated below shall be paid to Employees in the title Food Service Manager who are assigned to a kitchen or other food service function in the Department of Correction.

	<u>Annual Amount</u>
	<u>9/26/10</u>
After 5 years of service	\$420
After 7 years of service	\$560
After 10 years of service	\$839

- c. The service increment becomes part of each eligible Employee's basic salary rate and is not pensionable until the Employee has received it for two years. Service eligibility is related to the length of City service in the appropriate occupational group. Future eligibility shall be effective on the January 1, April 1, July 1 or October 1 following to the Employee's anniversary date.

### **Section 13. Uniform Allowance - Food Service Supervisor; Food Service Manager**

A pro-rated annual uniform allowance in the amounts listed below shall continue to be paid to each Food Service Supervisor and Food Service Manager who is required to wear a uniform:

<u>Titles</u>	<u>9/26/10</u>
Food Service Supervisor	\$368
Food Service Manager	\$202

### **Section 14. Annuity Fund – Group "A" titles only**

- a. The Employer shall contribute to an existing annuity on behalf of covered full-time per annum and full-time per diem employees, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each paid working day which amount shall not exceed \$1,189.51 for each Employee in full pay status in the prescribed twelve (12) month period subject to the terms of a signed supplemental agreement approved by the Corporation Counsel. For covered Employees who work less than the number of hours for their full-time equivalent title, the Employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rated daily contribution calculated against the number of hours associated with their full

time equivalent title, which amount shall not exceed \$678 per annum for each Employee in full pay status in the prescribed twelve (12) month period.

- b. For Employees who work a compressed work week, the Employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each set of paid working hours which equate to the daily number of hours that title is regularly scheduled to work, which amount shall not exceed \$1,189.51 for each Employee in full-pay status in the prescribed twelve (12) month period:

- c. i. For the purpose of Section 14 (a), excluded from paid working days are all scheduled days off, all days in non-pay status, and all paid overtime.

ii. "All days in non-pay status" as used in this Section 14 (c) shall be defined as including, but not limited to, the following:

- (a) time on preferred or recall lists;
- (b) time on the following approved unpaid leaves:
  - (i) maternity/childcare leave;
  - (ii) military leave;
  - (iii) unpaid time while on jury duty;
  - (iv) unpaid leave for union business pursuant to Executive Order 75;
  - (v) unpaid leave pending workers' compensation determination;
  - (vi) unpaid leave while on workers' compensation option 2;
  - (vii) approved unpaid time off due to illness or exhaustion of paid sick leave;
  - (vii) approved unpaid time off due to family illness; and
  - (ix) other pre-approved leaves without pay;
- (c) time while on absence without leave;
- (d) time while on unapproved leave without pay; or
- (e) time while on unpaid suspensions.

**d. DEFINITIONS:**

Scheduled days off shall mean: An Employee's regular days off ("RDOs). For example, Saturday and Sunday would be the scheduled days off for a full-time per annum Employee working a Monday through Friday schedule.

## **ARTICLE IV - WELFARE FUND**

### **Section 1.**

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

### **Section 2.**

The Unions agree 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. – Local 237 Administrative Trust Fund**

- a. The Union shall create an administrative benefits trust fund, to be called the Local 237 Administrative Trust Fund. The purpose of the Local 237 Administrative Trust Fund shall be to receive contributions from the Employer and to distribute and allocate such funds to the Retiree Welfare Fund and the Active Welfare Fund as the trustees of the Local 237 Administrative Trust Fund deem appropriate.
- b. As soon as practicable after the Local 237 Administrative Trust Fund is established, all contributions made by the Employer pursuant to Article XIII, Section 1(b) of the Citywide Agreements shall be made to the Local 237 Administrative Trust Fund.
- c. The contributions to be made pursuant to Section 4 and Section 5(d) and 5(e) of this Article shall be made to the Local 237 Administrative Trust Fund.
- d. Effective July 1, 2014, the employer welfare fund contributions on behalf of each eligible full-time active employee and retiree shall be increased by \$280 per annum. Contributions for non-full-time employees and retirees shall be increased by the appropriate pro-rata share.
- e. Prior to the expiration of this Agreement, upon the mutual agreement of the parties, the additional contributions to the Local 237 Administrative Trust Fund set forth in Section 5(d), above, may be reallocated on a cost-neutral basis.

### **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.

- 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 or the Rules and Regulations of the Health and Hospitals Corporation with respect to those matters set forth in the first paragraph of Section 7390.1 of the Unconsolidated Laws 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 or a permanent Employee covered by the Rules and Regulations of the Health and Hospitals Corporation 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 or the Rules and Regulations of the Health and Hospitals Corporation upon a permanent Employee covered by Section 75(1) of the Civil Service Law or a permanent Employee covered by the Rules and Regulations of the Health and Hospitals Corporation 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 a provisional Employee who has served continuously for two years in the same or similar title or related occupational group in the same agency.
- h. A claimed wrongful disciplinary action taken against a non-competitive Employee as defined in Section 7 of this Article VI.

## **Section 2.**

The Grievance Procedure, except for grievances as defined in Sections l(d), l(e), l(g) and l(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 l(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.

*The following STEP I(a) shall be applicable only in NYC Health + Hospitals in the case of grievances arising under Section 1(a) through 1(c) of this Article and shall be applied prior to Step II of this Section:*

**STEP I(a)** An appeal from an unsatisfactory determination at **STEP I** shall be presented in writing to the person designated by the agency head for such purpose. An appeal must be made within five (5) work days of the receipt of the **STEP I** determination. A copy of the grievance appeal shall be sent to the person who initially passed upon the grievance. The person designated to receive the appeal at this **STEP I** shall meet with the Employee and/or the Union for review of the grievance and shall issue a determination to the Employee and/or the Union by the end of the fifth work day following the day on which the appeal was filed.

**STEP II** An appeal from an unsatisfactory determination at **STEP I** or **STEP I(a)**, where applicable, 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**. An appeal must be made within five (5) work days of the receipt of the **STEP I** or **STEP I(a)** 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 the 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 or any rule, regulation, written policy or order mentioned in Section 1 of this Article. 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 such Employee(s) 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 1(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 15 days of the presentation of such grievance to the Commissioner of Labor Relations, and the arbitrator shall decide such grievance within 75 days of its presentation to the arbitrator. The party requesting such arbitration shall send a copy of such request to the other party. The costs and fees of such arbitration shall be borne equally by the Employer and the Union.

### **Section 5.**

In any case involving a grievance under Section 1(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 or the Rules and Regulations of the Health and Hospitals Corporation. 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 or the Rules and Regulations of the Health and Hospitals Corporation.

**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 or the Rules and Regulations of the Health and Hospitals Corporation. 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 the Rules and Regulations of the Health and Hospitals Corporation 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 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) 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.**

In any case involving a grievance by an employee under Section 1(g) of this Article, all terms of the "Disciplinary Procedure for Provisional Employees", as set forth in the agreements between DC 37 and the City of New York dated August 30, 2011 and April 27, 2018, appended to this agreement, shall govern. For NYC Health + Hospitals only, in cases involving a grievance under Section 1(g), the "Due Process for NYC Health + Hospitals Provisional Employees" letter agreement, appended, shall govern.

#### **Section 7.**

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 and provisional Employees
- e. Non-competitive Employees with less than three (3) months of service in the title
- f. Competitive class Employees.

**Step I(n) -** Following the service of written charges upon an Employee, a conference with such Employee shall be held with respect to such charges by a person 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 determination in writing by the end of the fifth day following the date of the conference.

**Step II(n) -** If the Employee is not satisfied with the decision in Step I above, he 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 in Article VI, Section 2.

#### **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 except that a grievance concerning Employees of NYC Health + Hospitals may be filed directly at **STEP II** 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 level of the Grievance Procedure is not implemented within a reasonable time, the Union may re-institute the original grievance at **STEP III** of the Grievance Procedure; or if a satisfactory **STEP III** determination has not been so implemented, the Union may institute a grievance concerning such failure to implement at **STEP IV** of the Grievance Procedure.

#### **Section 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 limited to, out-of-title cases concerning all titles, disciplinary cases wherein the proposed penalty is a monetary fine of one week or less or written reprimand, and other cases pursuant to mutual agreement by the parties. The following procedures shall apply:



**i. SELECTION AND SCHEDULING OF CASES:**

- (1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 15 and notify the parties of proposed hearing dates for such cases.
- (2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) to raise any objections thereto.
- (3) If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any time prior to the scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of Disputes of the Office of Collective Bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.
- (4) No case shall be submitted to the expedited arbitration process without the mutual agreement of the parties.

**ii. CONDUCT OF HEARINGS:**

- (1) The presentation of the case, to the extent possible, shall be made in the narrative form. To the degree that witnesses are necessary, examination will be limited to questions of material fact and cross examination will be similarly limited. Submission of relevant documents, etc., will not be unreasonably limited and may be submitted as a "packet" exhibit.
- (2) In the event either party is unable to proceed with hearing a particular case, the case shall be rescheduled. However, only one adjournment shall be permitted. In the event that either party is unable to proceed on a second occasion, a default judgment may be entered against the adjourning party at the Arbitrator's discretion absent good cause shown.
- (3) The Arbitrator shall not be precluded from attempting to assist the parties in settling a particular case.
- (4) A decision will be issued by the Arbitrator within two weeks. It will not be necessary in the Award to recount any of the facts presented. However, a brief explanation of the Arbitrator's rationale may be included. Bench decisions may also be issued by the Arbitrator.
- (5) Decisions in this expedited procedure shall not be considered as precedent for 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 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 members who shall serve for the term of this Agreement. The Union shall designate three members and the agency head shall designate three members. Vacancies shall be filled by the appointing party for the balance of the term to be served. Each member may designate one alternate. Each committee shall select a chairperson from among its members at each meeting. The 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 - 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 XIII - 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 XIV - 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 XV - CONTRACTING-OUT CLAUSE**

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 14<sup>th</sup> day of February, 2019 ~~2017~~

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

BY: [Signature]  
ROBERT W. LINN  
Commissioner of Labor Relations

FOR LOCAL 237, INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS

BY: [Signature]  
GREGORY FLOYD  
President

FOR THE NEW YORK CITY  
HEALTH AND HOSPITALS CORPORATION:

BY: [Signature]  
ANDREA G. COHEN  
General Counsel and Senior Vice  
President, Labor Relations

APPROVED AS TO FORM:

BY: [Signature]  
ERIC EICHENHOLTZ  
Acting Corporation Counsel

OFFICE OF LABOR RELATIONS REGISTRATION	
OFFICIAL	CONTRACT
NO: <u>19009</u>	DATE <u>February 14, 2019</u>

DATE SUBMITTED TO THE FINANCIAL CONTROL BOARD: \_\_\_\_\_, 2017

UNIT: INSTITUTIONAL TITLES

TERM: September 26, 2010 to March 25, 2018 (Group "A" titles)  
September 28, 2010 to March 27, 2018 (Group "B" titles)

## Appendix A

### Longevity Increment Eligibility Rules – Group “B” titles

The following rules shall govern the eligibility of Employees for the longevity increments provided for in Article III, Section 8 of the **2010-2018 Institutional Titles 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 City of New York** or the appropriate personnel authority of a covered organization.
  - b. Time prior to a reinstatement.
  - c. Time on a preferred list pursuant to **Civil Service Law Sections 80 and 81** or any similar contractual provision.
  - d. Time not in pay status of 31 days or less.

Notwithstanding the above, such time as specified in 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 \$500 longevity increment, the \$500 shall become part of the Employee's base rate for all purposes except that the \$500 shall not be increased by the amounts in Article III, Section 3 of the 2010-2018 Institutional Titles Unit Agreement.

## Appendix B

### Longevity Increment Eligibility Rules – Group “A” titles

The following rules shall govern the eligibility of Employees for the longevity increments provided for in Article III, Section 10 of the **2010-2018 Institutional Titles 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 of work year and the applicable agency verifies that information.
2. Service in pay status prior to any breaks in service of more than one year shall not be used to calculate the 15 years of service. Where an Employee has less than seven years of continuous service in pay status, breaks in service of less than one year shall be aggregated. Where breaks in service aggregate to more than one year they shall be treated as a break in service of more than one year and the service prior to such breaks and the aggregated breaks shall not be used to calculate the 15 years of service. No break used to disqualify service shall be used more than once.
3. The following time in which an Employee is not in pay status shall not constitute a break in service as specified in the paragraph 2 above.
  - a. Time on a leave approved by the proper authority which is consistent with the **Rules and Regulations of the City of New York** or the appropriate personnel authority of a covered organization.
  - b. Time prior to a reinstatement.
  - c. Time on a preferred list pursuant to **Civil Service Law Sections 80 and 81** or any similar contractual provision.
  - d. Time not in pay status of 31 days or less.

Notwithstanding the above, such time as specified in subsection a, b and c above shall not be used to calculate the 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 \$500 longevity increment, the \$500 shall go into the Employee's base rate for all purposes except that the \$500 shall not be increased by the amounts in Article III, Section 3 of the 2010-2018 Institutional Titles Unit Agreement.

**Appendix C**  
**Longevity Increment Eligibility Rules – Group “B” titles**

The following rules shall govern the eligibility of Employees for the longevity increments provided for in Article III, Section 9 of the **2010-2018 Institutional Titles Agreement**:

1. Only service in pay status shall be used to calculate the 10 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 10 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 10 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 10 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 10 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 City of New York** or the appropriate personnel authority of a covered organization.
  - b. Time prior to a reinstatement.
  - c. Time on a preferred list pursuant to **Civil Service Law Sections 80 and 81** or any similar contractual provision.
  - d. Time not in pay status of 31 days or less.

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

4. Once an Employee has completed the 10 years of "City" service in pay status and is eligible to receive the longevity increment, the amount of the increment shall be pensionable after the Employee has received it for one year.

The 10 year longevity increment shall not become part of the Employee's base rate for any purpose except as provided in paragraph 4 above. Further the 10 year longevity increment shall not be increased by any future collective bargaining increases unless specifically negotiated and agreed to by the parties.