

**Local 237, IBT
2010-2018 School Safety Agents Agreement**

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**Local 237, IBT
2010-2018 School Safety Agents Agreement**

AGREEMENT entered into this ~~20th~~ day of ~~September~~, 2018 by and between the **City of New York** (hereinafter referred to as the "Employer") and **Local 237, International Brotherhood of Teamsters**, (hereinafter referred to as the "Union"), for the period from September 26, 2010 through March 25, 2018.

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):

<u>TC #</u>	<u>TITLE</u>
60817	School Safety Agent

Section 2.

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

ARTICLE II - DUES CHECKOFF

Section 1.

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

Section 2.

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

ARTICLE III - SALARIES

Section 1.

- a. This Article III is subject to the provisions, terms and conditions of the Alternative Career and Salary Pay Plan Regulations, dated March 15, 1967 as amended, except that the specific terms and conditions of this Article shall supersede any provisions of such Regulations inconsistent with this Agreement subject to the limitations of applicable provisions of law.
- b. Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, advancement or level increases, general increases, education differentials and any other salary adjustments, are based upon a normal work week of varying hours of duration as indicated in Section 1 (c) of this Article. In accordance with Article IX, Section 24 of the 1995 – 2001 Citywide Agreement, an Employee who works on a full-time, per-diem basis shall receive their base salary (including salary increment schedules) and/or additions-to-gross payment in the same manner as a full-time, per-annum employee. An Employee who works on a part-time per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such Employee and the number of hours in the said normal work week, unless otherwise specified.
- c. Employees who work on a part time per diem or hourly basis and who are eligible for any salary adjustment provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed as follows, unless otherwise specified:

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

Hourly Rate - 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.
- e. Employees in titles preceded by an asterisk (*) in Article I, Section 1 are excluded from the provisions of Article III, including all sections contained herein.

Section 2.

a. Effective September 26, 2010 through March 26, 2014

i. Effective September 26, 2010 (First Year Rate)

<u>TITLE</u>	A. Minimum		B. Maximum Rate
	(1) Hiring Rate*	(2) Incumbent Rate	
School Safety Agent	\$31,259	\$35,323	Flat Rate
	\$14.98	\$16.93	per hour

* Employees hired on or after 9/26/2010 shall be paid the hiring rate 9/26/2010. Upon completion of one (1) year of active or qualified inactive service, such employee shall be paid the indicated "hiring rate" for the applicable title that is in effect on the one year anniversary of their original appointment as set forth in the applicable Successor Separate Agreement. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "minimum" for the applicable title that is in effect on the two year anniversary of their original appointment as set forth in the applicable Successor Separate Unit Agreement. In no case shall an employee receive less than the stated hiring rate.

ii. Effective September 26, 2010 (Second Year Rate)

<u>TITLE</u>	A. Minimum		B. Maximum Rate
	(1) Hiring Rate*	(2) Incumbent Rate	
School Safety Agent	\$32,112	\$35,323	Flat Rate
	\$15.39	\$16.93	per hour

* Employees hired on or after 9/26/2010 shall be paid the hiring rate 9/26/2010. Upon completion of one (1) year of active or qualified inactive service, such employee shall be paid the indicated "hiring rate" for the applicable title that is in effect on the one year anniversary of their original appointment as set forth in the applicable Successor Separate Agreement. Upon

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completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "minimum" for the applicable title that is in effect on the two year anniversary of their original appointment as set forth in the applicable Successor Separate Unit Agreement. In no case shall an employee receive less than the stated hiring rate.

iii. Effective March 26, 2012 (First Year Rate)

<u>TITLE</u>	A. Minimum		B. Maximum Rate
	(1) Hiring Rate*	(2) Incumbent Rate	
School Safety Agent	\$31,572 \$15.13	\$35,676 \$17.10	Flat Rate per hour

* Employees hired on or after March 26, 2012 shall be paid the hiring rate March 26, 2012. Upon completion of one (1) year of active or qualified inactive service, such employee shall be paid the indicated "hiring rate" for the applicable title that is in effect on the one year anniversary of their original appointment as set forth in the applicable Successor Separate Agreement. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "minimum" for the applicable title that is in effect on the two year anniversary of their original appointment as set forth in the applicable Successor Separate Unit Agreement. In no case shall an employee receive less than the stated hiring rate.

iv Effective March 26, 2012 (Second Year Rate)

<u>TITLE</u>	A. Minimum		B. Maximum Rate
	(1) Hiring Rate*	(2) Incumbent Rate	
School Safety Agent	\$32,433 \$15.55	\$35,676 \$17.10	Flat Rate per hour

* Employees hired on or after March 26, 2012 shall be paid the hiring rate March 26, 2012. Upon completion of one (1) year of active or qualified inactive service, such employee shall be paid the indicated "hiring rate" for the applicable title that is in effect on the one year anniversary of their original appointment as set forth in the applicable Successor Separate Agreement. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "minimum" for the applicable title that is in effect on the two year anniversary of their original appointment as set forth in the applicable Successor Separate Unit Agreement. In no case shall an employee receive less than the stated hiring rate.

v. Effective March 26, 2013 (First Year Rate)

<u>TITLE</u>	A. Minimum		B. Maximum Rate
	(1) Hiring Rate*	(2) Incumbent Rate	
School Safety Agent	\$31,888 \$15.28	\$36,033 \$17.27	Flat Rate per hour

* Employees hired on or after March 26, 2013 shall be paid the hiring rate March 26, 2013. Upon completion of one (1) year of active or qualified inactive service, such employee shall be paid the indicated "hiring rate" for the applicable title that is in effect on the one year anniversary of their original appointment as set forth in the applicable Successor Separate Unit Agreement. In no case shall an employee receive less than the stated hiring rate.

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anniversary of their original appointment as set forth in the applicable Successor Separate Agreement. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "minimum" for the applicable title that is in effect on the two year anniversary of their original appointment as set forth in the applicable Successor Separate Unit Agreement. In no case shall an employee receive less than the stated hiring rate.

vi. Effective March 26, 2013 (Second Year Rate)

<u>TITLE</u>	A. Minimum		B. Maximum Rate
	(1) Hiring Rate*	(2) Incumbent Rate	
School Safety Agent	\$32,757 \$15.70	\$36,033 \$17.27	Flat Rate per hour

* Employees hired on or after March 26, 2013 shall be paid the hiring rate March 26, 2013. Upon completion of one (1) year of active or qualified inactive service, such employee shall be paid the indicated "hiring rate" for the applicable title that is in effect on the one year anniversary of their original appointment as set forth in the applicable Successor Separate Agreement. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "minimum" for the applicable title that is in effect on the two year anniversary of their original appointment as set forth in the applicable Successor Separate Unit Agreement. In no case shall an employee receive less than the stated hiring rate.

vii. Effective March 26, 2014 (First Year Rate)

<u>TITLE</u>	A. Minimum		B. Maximum Rate
	(1) Hiring Rate*	(2) Incumbent Rate	
School Safety Agent	\$32,206 \$15.43	\$36,393 \$17.44	Flat Rate per hour

* Employees hired on or after March 26, 2014 shall be paid the hiring rate March 26, 2014. Upon completion of one (1) year of active or qualified inactive service, such employee shall be paid the indicated "hiring rate" for the applicable title that is in effect on the one year anniversary of their original appointment as set forth in the applicable Successor Separate Agreement. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "minimum" for the applicable title that is in effect on the two year anniversary of their original appointment as set forth in the applicable Successor Separate Unit Agreement. In no case shall an employee receive less than the stated hiring rate.

viii. Effective March 26, 2014 (Second Year Rate)

<u>TITLE</u>	A. Minimum		B. Maximum Rate
	(1) Hiring Rate*	(2) Incumbent Rate	
School Safety Agent	\$33,085 \$15.85	\$36,393 \$17.44	Flat Rate per hour

* Employees hired on or after March 26, 2014 shall be paid the hiring rate March 26, 2014. Upon completion of one (1) year of active or qualified inactive service, such employee shall be paid the indicated "hiring rate" for the applicable title that is in effect on the one year anniversary of their original appointment as set forth in the applicable Successor Separate

Agreement. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "minimum" for the applicable title that is in effect on the two year anniversary of their original appointment as set forth in the applicable Successor Separate Unit Agreement. In no case shall an employee receive less than the stated hiring rate.

b. Effective September 1, 2014 – Incumbent Salary Schedule

Effective September 1, 2014, salaries of incumbent employees in the title of School Safety Agent shall be governed by the salary schedules set forth below. Employee's salaries, including wage and step increases, are reflected on a single horizontal row based upon their length of service as of September 1, 2014.

Years of Service	Eff. 9/1/14	Eff. 3/26/15	Eff. 1/1/16	Eff. 3/26/16	Eff. 1/1/17	Eff. 3/26/17	Eff. 1/1/18	Eff. 3/25/18
0-1 year	\$32,341	\$32,826	\$33,821	\$34,666	\$38,828	\$39,993	\$41,064	\$46,737
After 1 year and up to 2 years.	\$33,321	\$33,821	\$37,881	\$38,828	\$39,868	\$41,064	\$42,136	\$46,737
2 years or more.	\$37,321	\$37,881	\$38,896	\$39,868	\$40,909	\$42,136	\$46,737	\$46,737

c. Effective September 1, 2014 – New Hire Salary Schedule

Effective September 1, 2014, salaries of employees hired after September 1, 2014 into the School Safety Agent title shall be governed by the salary schedules set forth below. Percent wage increases to the employees' salaries are reflected in each column while step increases to the employee's salaries are reflected in each row. Newly hired School Safety Agents shall advance their yearly step on January or July following the attainment of the required time.

	Eff. 9/1/2014	Eff. 3/26/2015	Eff. 3/26/2016	Eff. 3/26/2017
Hiring Rate	\$30,260	\$30,714	\$31,482	\$32,426
1 Year of Service	\$31,260	\$31,729	\$32,522	\$33,498
2 Years of Service	\$32,260	\$32,744	\$33,563	\$34,570
3 Years of Service	\$33,260	\$33,759	\$34,603	\$35,641
4 Years of Service	\$34,260	\$34,774	\$35,643	\$36,712
5 Years of Service	\$35,260	\$35,789	\$36,684	\$37,785
6 Years of Service	\$36,260	\$36,804	\$37,724	\$38,856
7 Years of Service	\$43,615	\$44,269	\$45,376	\$46,737

Section 3. General Wage Increases and Lump Sum Payment

a. Ratification Bonus

A lump sum cash payment of \$1,000, pro-rated for other than full-time employees, shall be payable as a soon as practicable upon ratification of the 2010-2018 Local 237 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. 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.
- iii. 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.
- iv. For circumstances that were not anticipated by the parties, the First Deputy Commissioner of Labor Relations may elect to issue, on case-by-case basis, interpretations concerning the application of Section 2 of the 2010-2018 Local 237 Memorandum of Agreement. Such case-by-case interpretations shall not be subject to any dispute resolution procedures as per past practice of the parties.

b. The general increases, effective as indicated, shall be:

- i. Effective March 26, 2012, Employees shall receive a general increase of 1.00%.
- ii. Effective March 26, 2013, Employees shall receive a general increase of 1.00%, compounded.
- iii. Effective March 26, 2014, Employees shall receive a general increase of 1.00%, compounded.
- viii. Part-time per annum, per session, hourly paid and part time per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in Article III, Sections 3(a)(i) through 3(a)(iii) on the basis of computations heretofore utilized by the parties for all such Employees.

b. The increases provided for in Article III, Sections 3(a)(i) through 3(a)(iii) above shall be calculated as follows:

- i. The general increase in Section 3(a)(i) shall be based upon the base rates (including salary or incremental salary schedules) in effect on March 25, 2012.
- ii. The general increase in Section 3(a)(ii) shall be based upon the base rates (including salary or incremental salary schedules) in effect on March 25, 2013.

- iii. The general increase in Section 3(a)(iii) shall be based upon the base rates (including salary or incremental salary schedules) in effect on March 25, 2014.
- c. i. The general increases provided for in Article III, Sections 3(a)(i) through 3(a)(iii) shall be applied to the base rates, and the minimum hiring rates, minimum incumbent rates and maximum rates (including levels), if any, fixed for the applicable titles.
- ii. The general increases provided for in Article III, Sections 3(a)(i) through 3(a)(iii) 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. Effective September 26, 2010 through August 31, 2014, the following provisions shall apply to Employees newly hired on or after September 26, 2010:
 - 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 service, such employees 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 service, such employees shall be paid the indicated "incumbent minimum" for the applicable title that is in effect on the two (2) year anniversary of their original date of appointment.
- b. For the purposes of Sections 4(a) and 4(c), employees 1) who were in active pay status before September 26, 2010, and 2) who are affected by the following personnel actions after said date shall not be treated as "newly hired" employees and shall be entitled to receive the indicated minimum "incumbent rate" set forth in subsections 2(a)(i)(A)(2), 2(a)(ii)(A), 2(a)(iii)(A), 2(a)(iv)(A), 2(a)(v)(A), 2(a)(vi)(A), 2(a)(vii)(A), and 2(a)(viii)(A) 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 3 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.

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, provided to be effective as of such date for the title formerly occupied 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. Assignment Differential

- a. An assignment differential shall be paid in the following amounts specified below for performance of the specified duties in the title of School Guard (School Safety Agent). Effective March 26, 2015, these differentials shall cease.

	<u>9/26/10</u>
- assigned as "Mobile Task Force Members"	\$1,433(annual)
	\$0.69(per hour)
- participating in the school metal detector screening program	\$421(annual)
	\$0.21(per hour)

- b. An assignment differential shall be paid in the following amounts specified below to School Safety Agents assigned as "Group Leader." Effective 3/26/15, the hourly differential shall cease.

	<u>9/26/10</u>	<u>3/26/15</u>	<u>3/26/16</u>	<u>3/26/17</u>
	\$4,714 (annual)	\$4,857	\$4,978	\$5,127
	\$2.26 (per hour)			

Section 8 - Uniform Allowance

The following pro-rated annual uniform allowance shall be paid to School Safety Agents who are required to wear uniforms:

<u>9/13/10</u>	<u>7/1/2015</u>	<u>7/1/2016</u>	<u>7/1/2017</u>	<u>3/25/2018</u>
\$668	\$1000	\$1000	\$912	\$668

Section 9. Longevity Increment

- 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 A of this Agreement and are incorporated by reference herein. Additional rules for eligibility for the longevity increment described above in subsection a may be established.

Section 10. Annuity Fund

- 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 \$1,189.51 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 per annum for each Employee in full-pay status in the prescribed twelve (12) month period.
- c.**
 - i.** For the purpose of Section 10 (c), 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 10(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;
 - (viii)** 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 ("RDO's"). 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 – SHIFT DIFFERENTIAL AND HOLIDAY PREMIUM

Section 1.

There shall be a shift differential of ten percent (10%) for all employees covered by this Agreement for all scheduled hours worked between 6 P.M. and 8 A.M. with more than one hour of work between 6 P.M. and 8 A.M.

Section 2.

- a. If an employee is required to work on any of the holidays listed in Section 9 of Article V, the employee shall receive a fifty percent (50%) cash premium for all hours worked on the holiday and shall, in addition, receive compensatory time off at the employee's regular rate of pay. Compensatory time off earned pursuant to this Section may be scheduled by the agency either prior to or after the day on which the holiday falls.
- b. If the holiday designated pursuant to this Agreement falls on a Saturday or a Sunday the following provisions shall apply:
 - i. The fifty percent (50%) cash premium and compensatory time off at the employee's regular rate of pay shall be paid to all employees who work on the actual holiday only.
 - ii. Employees required to work on the Friday or Monday day of observance designated pursuant to Article V, Section 9 shall receive compensatory time only.
 - iii. For an employee scheduled to work on both the Saturday or Sunday holiday and the day designated for observance the following shall apply:
 - (1) If the employee is required to work on only one of such days, the employee shall be deemed to have received compensatory time off and shall receive the fifty percent (50%) cash premium only when required to work on the actual holiday.
 - (2) If the employee is required to work on both such days, the employee shall receive the fifty percent (50%) cash premium and compensatory time off at the employee's regular rate of pay only for all hours worked on the actual holiday.

- c.
 - i. If an employee is required to work on a holiday which falls on the employee's scheduled day off, the employee may choose whether such holiday work is to be compensated by the fifty percent (50%) cash premium and compensatory time off provided for above, or if the employee is otherwise eligible, by the overtime provisions of Article VI.
 - ii. An employee shall not receive for the same hours of work both (1) overtime pay and (2) the fifty percent (50%) cash premium and compensatory time off.
 - iii. Regardless of whether the holiday falls on a regular working day or on a scheduled day off, if the number of hours worked on such holiday exceeds the employee's normal daily tour of duty, all hours of work in excess of such normal daily tour of duty shall be covered by the provisions of Article VI.
- d. Shifts which begin at 11 P.M. or later on the day before the holiday shall be deemed to have been worked entirely on the holiday, and shifts which begin at 11 P.M. or later on the holiday shall be deemed not to have been worked on the holiday.
- e. As an alternative to the methods of compensation provided in subsections 2(a), 2(b), and 2(c), an employee may elect in writing to receive compensation either entirely in cash or entirely in compensatory time for any such holiday worked. Such election shall be subject to the approval of the agency head, executive director of a hospital, or the Chief of Personnel in the Police Department, or their designee whose decision shall be final. In no case shall the compensation under this provision exceed or be less than the value of the compensation provided under subsections 2(a), 2(b), or 2(c).

Section 3.

- a. An employee may receive both a shift differential and holiday premium pay for the same hours of work, but in such cases each shall be computed separately according to subsection 3(b), below.
- b. Shift differentials and holiday premium pay shall in all cases be computed on the individual employee's hourly rate of pay.

ARTICLE V – OVERTIME

In the event of any inconsistency between this Article and standards imposed by Federal or State Law, the Federal or State Law shall take precedence unless such Federal or State Law authorizes such inconsistency.

Section 1.

For purpose of the overtime provisions of this Agreement, all time during which an employee is in full pay status, whether or not such time is actually worked, shall be counted in computing the number of hours worked during the week. However, where the Fair Labor Standards Act ("FLSA") provides for more beneficial compensation than the overtime provisions of this Agreement such benefits shall be calculated on the basis of time actually worked.

Section 2.

- a. “Authorized voluntary overtime” and “authorized voluntary standby time” shall be defined as overtime or standby time for work authorized by the agency head or the agency head’s designee, which the employee is free to accept or decline.
- b. “Ordered involuntary overtime” and “ordered involuntary standby time” shall be defined as overtime or standby time which the employee is directed in writing to work and which the employee is therefore required to work. Such overtime or standby time may only be authorized by the agency head or a representative of the agency head who is delegated such authority in writing.

Section 3.

- a. Ordered involuntary overtime which results in an employee working in excess of forty (40) hours in any calendar week shall be compensated in cash at time and one half (1-1/2 times).
- b. For those employees whose normal work week is less than forty (40) hours, any such ordered involuntary overtime worked between the maximum of that work week and forty (40) hours in any calendar week, shall be compensated in cash at straight time (1x).
- c. Upon the written approval of an employee’s request by the agency head or designee, an employee who works ordered involuntary overtime shall have the option of being compensated in time off at the applicable rates provided in Sections 3(a) and 3(b) provided that the exercise of such option does not violate the provisions of (“FLSA”).
- d. There shall be no rescheduling of days off and/or tours of duty to avoid the payment of overtime compensation. Any work performed on a scheduled day off shall be covered by this Article.
- e. Employees who are paid in cash or who are compensated in time at the rate of time and one-half (1 ½X) for overtime pursuant to subsection c of this Section or the Fair Labor Standards Act may not credit such time for meal allowance.

Section 4.

- a. Authorized voluntary overtime which results in any employee working in excess of the employee’s normal work week in any calendar week shall be compensated in time off at the rate of straight time (1x).
- b. For employees covered by the provisions of FLSA, voluntary overtime actually worked in excess of forty hours in a calendar week shall be compensated at the rate of time and one-half (1½x) in time provided that the total unliquidated compensatory hours credited to an employee pursuant to this provision may not exceed 240 hours. If an employee has reached the 240 hour maximum accrual for FLSA compensatory time, all subsequent overtime earned under this provision must be compensated in cash at time and one-half (1½x).

Section 5.

- a. No credit shall be recorded for unauthorized overtime. Credit for all authorized overtime beyond the normal work week shall accrue in units of one-quarter (¼) hour to the nearest

one-quarter (¼) hour and, except for an employee covered by the provisions of FLSA who has actually worked in excess of forty hours in said calendar week, only after one (1) hour.

Section 6.

The hourly rate of pay shall be determined by taking the below indicated fractional part of the affected employee's annual regular salary:

- a. For employees whose basic work week is thirty-five (35) hours:

$$\frac{1}{1827} \quad \text{or} \quad \frac{1}{261 \times 7}$$

- b. For employees whose basic work week is forty (40) hours:

$$\frac{1}{2088} \quad \text{or} \quad \frac{1}{261 \times 8}$$

- c. Payment shall be computed and paid on a basis of quarter hour units actually worked beyond the normal scheduled work week, provided at least one (1) full hour is compensable in a calendar week (unless such employee is covered by the provisions of the FLSA and has actually worked in excess of forty hours in said calendar week). "Annual regular salary" shall in addition to all payments included in an employee's basic salary include all educational, assignment, and longevity differentials, and, when mandated to be included by FLSA, such other additions to gross that are regularly part of an employee's salary.

Section 7. Overtime Cap

- a. These overtime provisions, including recall and standby provisions, shall apply to all covered employees including those working more than half-time, and with permanent, provisional or temporary status, whose annual gross salary including overtime, all differentials and premium pay is not in excess of the amount set forth in subsections 7(d) and 7(e) for eligibility for cash compensated overtime (the "cap").
- b. When an employee's annual gross salary including overtime, all differentials and premium pay is higher than the cap, compensatory time at the rate of straight time shall be credited for authorized overtime except as may be proscribed by FLSA. The gross salary shall be computed on an annual calendar year basis and for the purposes of this Section shall mean basic annual salary plus any monies earned.
- c. Employees who are not covered by FLSA whose annual gross salary including overtime, all differentials and premium pay is in excess of the cap shall be required to submit periodic time reports at intervals of not less than one week, but shall not be required to follow daily time clock or sign-in procedures. Employees covered by the overtime provisions of FLSA shall be required to follow daily time clock or sign-in procedures. The periodic time report shall be in such form as is required by the Agency.
- d. Effective September 26, 2010, the cap shall be \$74,079.
- e. Effective September 3, 2011, the cap shall be increased to \$74,820.
- f. Effective September 3, 2012, the cap shall be increased to \$75,568.

- g. Effective September 3, 2013, the cap shall be increased to \$76,324.
- h. Effective September 3, 2014, the cap shall be increased to \$77,469.
- i. Effective September 3, 2015, the cap shall be increased to \$79,406.
- j. Effective September 3, 2016, the cap shall be increased to \$81,788. Thereafter, unless otherwise agreed by the parties, the cap amount shall be adjusted by any adjustments made to the Citywide overtime cap.

Section 8.

- a. Employees who work authorized overtime, except as set forth in Section 3(e) of this Article, shall be entitled to the following meal allowances:

For two continuous hours of overtime	\$ 8.25
For five continuous hours of overtime	\$ 8.75
For seven continuous hours of overtime	\$10.75
For ten continuous hours of overtime	\$11.75
For fifteen continuous hours of overtime	\$12.75

- b. Time off for meals shall not be computed as overtime. However, such time off shall not affect the continuity requirement for the above meal allowances.

Section 9.

Employees recalled from home for authorized ordered involuntary overtime work, shall be guaranteed overtime payment in cash for at least four (4) hours, if eligible for cash payment under Section 7 of this Article. When an employee voluntarily responds to a request to come from home for voluntary authorized overtime work, such overtime shall be compensated in time off on an hour-for-hour basis but with minimum compensatory time of four (4) hours.

Section 10.

- a. Compensatory time off for voluntary overtime work as authorized in this Article shall be scheduled at the discretion of the agency head but the agency head shall not schedule its use without the consent of the employee within the thirty (30) calendar days following its earning. However, all compensatory time off must be taken by the affected employee within the four (4) months following its earning. Except for the time described in subsection 10b(ii) below, any such compensatory time not so used by the employee's choice shall be added to the employee's sick leave balance. If the agency head calls upon an employee not to take the compensatory time off or any part thereof within the four (4) months, that portion shall be carried over until such time as it can be liquidated. This subsection shall not apply to compensatory time accrued pursuant to FLSA.
- b. For employees covered by the Fair Labor Standards Act, accrued compensatory time usage shall be charged in the following manner and order:

- i. First, Pre-FLSA Compensatory Time Bank
 - ii. Second, Post-April 14, 1986 FLSA Compensatory Time Bank
 - iii. Third, Post-April 14, 1986 non-FLSA Compensatory Time Bank
- c. If compensatory time off is charged to an employee's Post-April 14, 1986 FLSA Compensatory Time Bank and as a result the employee will not be able to take his/her accrued Post-April 14, 1986 non-FLSA compensatory time within the four (4) month period provided in subsection 10(a) above, the period of time in which the equivalent amount of time in the Post-April 14, 1986 non-FLSA Compensatory Time Bank which must be taken shall be extended in writing by the agency head an additional four months.

Section 11.

- a. Employees who volunteer to stand by in their homes, as authorized by competent authority, shall receive compensatory time credit on the basis of one-half (1/2) hour for each hour of standby time.
- b. Employees who are required, ordered and/or scheduled on an involuntary basis to stand by in their homes subject to recall, as authorized by the agency head or the agency head's designated representative shall receive overtime payment in cash for such time on the basis of one-half (1/2) hour paid overtime for each hour of standby time. Employees who reside on the work premises or are in post-graduate training status shall not be included in this provision.

Section 12.

Employees who are required to carry communication devices (or "beepers") shall not be restricted in their ability to travel. Notwithstanding the above, they may be required to call in or may make other mutually agreeable accommodations with the agency.

Section 13.

Except in an emergency situation, when authorized and ordered by an agency head or a designated representative, no employee shall be required to actually work more than two (2) consecutive normal work shifts in any twenty-four (24) hour period nor shall said employee be required to work more than two (2) consecutive work shifts for more than two (2) consecutive weeks.

ARTICLE VI - TIME AND LEAVE

Section 1.

- a. All provisions of the Resolution approved by the Board of Estimate on June 5, 1956 on "Leave Regulations for Employees Who Are Under the Career and Salary Plan" (hereinafter "Leave Regulations") and amendments, and official interpretations relating thereto, in effect on the effective date of this Agreement and amendments which may be required to reflect the provisions of this Agreement shall apply to all employees covered by the Agreement.

Interpretations shall be defined as those rulings issued by the Commissioner of Citywide Administrative Services pursuant to Section 6.6 of the Leave Regulations and which are printed in the official Leave Regulations.

This Section shall not circumscribe the authority of the Commissioner of Citywide Administrative Services to issue new interpretations subsequent to the effective date of this Agreement. Such new interpretations shall be subject to the grievance and arbitration provisions of this Agreement.

- b. Effective September 26, 2010, the annual leave allowance for employees shall accrue consistent with the previous practice of the parties. Effective March 26, 2015, the annual leave allowance for employees shall accrue as follows:

<u>Years of Service</u>	<u>Monthly Accrual</u>	<u>Allowance</u>
First Year	10:00 hours	120:00 hours
Beginning with 5th Year	13:20 hours	160:00 hours
Beginning with 8th Year	16:40 hours	200:00 hours
Beginning of 15th Year	18:00 hours	216:00 hours

- c. Employee requests for annual leave made pursuant to agency policy or collective bargaining agreement, shall be in writing on a form supplied by the agency. Approval or disapproval of the request shall be made on the same form by a supervisor authorized to do so by the agency.

Decisions on requests for annual leave or for leave with pay shall be made within seven (7) working days of submission except for requests which cannot be approved at the local level or requests for leave during the summer peak vacation period or other such periods for which the Employer has established and promulgated a schedule for submission and decision of leave requests. Once a leave request has been approved, the approval may not be rescinded except in writing by the agency head.

If any agency head calls upon an employee to forego the employee's requested annual leave or any part thereof in any year, it must be in writing and that portion shall be carried over until such time as it can be liquidated.

- d. In order to allow employees to make advanced plans, decisions on requests for annual leave in amounts of at least 5 consecutive work days or tours falling during an agency's designated summer peak vacation period shall be made not less than thirty (30) days prior to the scheduled commencement of said peak vacation period. Such requests must be made no later than forty-five (45) days or tours prior to the commencement of the summer peak vacation period or by the designated submission date for such requests, whichever is earlier. The summer peak vacation period shall be the period designated by an Agency as such, provided such period does not commence prior to Memorial Day Weekend or extend past September 30th. Nothing contained herein shall preclude employees from making annual leave requests in accordance with the other provisions of this Agreement.
- e. Where an employee has an entitlement to accrued annual leave and/or compensatory time, and the City's fiscal condition requires employees who are terminated, laid off or who choose to retire in lieu of layoff, be removed from the payroll on or before a specific date because of budgetary considerations, the Employer shall provide the monetary value of accumulated and

unused annual leave and/or compensatory time allowances standing to the employee's credit in a lump sum. Such payments shall be in accordance with the provisions of Executive Order 30, dated June 24, 1975, and the FLSA.

Section 2.

- a. Approved sick leave and annual leave may be used in units of one (1) hour. Any employee who has completed four (4) months of service may be permitted to take approved annual leave as it accrues.
- b. Except as provided below, employees shall be credited with one day of sick leave per month. Approved sick leave may be used as it accrues.
- c. It shall be the policy of the employer to allow employees to use during their current leave year the amount of annual leave accruable during that year, provided they have sufficient available leave balances. This provision shall be subject to the leave regulations referenced in Section 1 of this Article VI and the needs of the agency. Exceptions to this policy shall be on a reasonable and case-by-case basis.

Section 3.

- a.
 - i. Except as provided in Section 4(a)(ii), sick leave shall be used only for personal illness of the employee. Approval of sick leave in accordance with the Leave Regulations is discretionary with the agency and proof of disability must be provided by the employee, satisfactory to the agency within five (5) working days of the employee's return to work. However, the employer may request proof of disability when an employee has been on sick leave for five or more consecutive working days. Such proof satisfactory to the agency must be submitted within five working days of such request.
 - ii.
 - (1) Notwithstanding the provisions of Section 4(a)(i), employees may use three (3) days per year from their sick leave balances for the care of ill family members.
 - (2) Approval of such leave is discretionary with the agency and proof of disability must be provided by the employee satisfactory to the agency within five (5) working days of the employee's return to work.
 - (3) The use of sick leave for care of ill family members shall be limited to a maximum of one-fourth (1/4) of the amount of sick leave hours accruable by an eligible employee during the current leave year or one-fourth (1/4) of the sick leave hours accruable by a full time employee in the same title during a leave year, whichever is less. Approved usage of sick leave for care of ill family members may be charged in units of one (1) hour.
 - (4) Family member shall be defined as: spouse; natural, foster or step parent; child, brother or sister; father-in-law; mother-in-law; any relative residing in the household; and domestic partner, provided such domestic partner is registered pursuant to the terms set forth in the New York City Administrative Code Section 3-240 *et seq.*

- b. The provisions of Section 4(a) above notwithstanding, the agency may waive the requirement for proof of disability unless:
- i. An employee requests sick leave for more than three (3) consecutive work days; or
 - ii. An employee uses undocumented sick leave more than five (5) times in a “sick leave period.” Employees hired during a “sick leave period” shall be subject to the terms of this subsection commencing with the next complete “sick leave period”; or
 - iii. An employee uses undocumented sick leave more than four (4) times in a “sick leave period” on a day immediately preceding or following a holiday or a scheduled day off. Employees hired during a “sick leave period” shall be subject to the terms of this subsection commencing with the next complete “sick leave period.”
- c. For the purposes of Sections 4(b)(ii) and 4(b)(iii) above, the calendar year shall be divided into two (2), six (6) month “sick leave periods.” They shall be: (1) January 1 to June 30, inclusive; and (2) July 1 to December 31, inclusive. An employee who exceeds the allowable number of undocumented absences in any “sick leave period” pursuant to Sections 5(b)(ii) and 5(b)(iii) above shall thereafter, commencing with the next “sick leave period,” be required to submit medical documentation, satisfactory to the agency head, before further sick leave may be approved. The requirement for such documentation shall continue in effect until the employee has worked a complete “sick leave period” without being on sick leave more than two (2) times.
- d. For the purposes of this Section 4 “one time” shall mean the consecutive use of one-half (½) or more work days for sick leave. Sick leave taken in units of less than one-half (½) work day shall be counted as “one time” on sick leave when the cumulative total of such sick leave amounts to one-half (½) day.
- e. The provisions of Section 4(b) above notwithstanding, the agency shall have the discretion to waive the medical documentation required pursuant to Sections 4(b)(ii), 4(b)(iii) and 4(c), for employees who have completed their third year of employment and thereafter have a current sick leave balance commensurate with the number of years of employment as follows:
- | | | | |
|---------|---------|------------------|---------|
| 3 years | 21 days | 7 years | 49 days |
| 4 years | 28 days | 8 years | 56 days |
| 5 years | 35 days | 9 years | 63 days |
| 6 years | 42 days | 10 years or more | 70 days |
- f. It is not the intent of Sections 4(b) and 4(e) for an agency to regularly require proof of disability under normal circumstances.
- g. Any employee who anticipates a series of three (3) or more medical appointments, which will require a repeated use of sick leave in units of one day or less shall submit medical documentation indicating the nature of the condition and the anticipated schedule of treatment. Sick leave taken pursuant to said schedule of treatment shall be deemed documented.

- h. The medical documentation required by this Section shall be from a health practitioner licensed by the state in which she/he practices to diagnose and certify illness or disability. When an employee has been recommended for relief from duty by a medical practitioner acting in behalf of the Employer's Health Service, the time granted shall be considered documented sick leave for the day of the relief from duty only, unless otherwise specified by the Employer's practitioner.

Section 4.

The number of sick leave allowance days permitted to accumulate shall be unlimited.

Section 5.

- a. An employee's annual leave shall be changed to sick leave during a period of verified hospitalization. When an employee is seriously disabled but not hospitalized while on annual leave, after the employee submits proof of such disability which is satisfactory to the agency head, such leave time may be charged to sick leave and not to annual leave at the employee's option.
- b. Employees on approved sick leave who have exhausted their sick leave balances shall be placed on annual leave unless otherwise requested in writing for the duration of that absence, subject to continued proof of disability satisfactory to the agency.

Section 6.

Employees who are on agency approved work-study paid leave of absence shall not have annual leave credits deducted unless they actually request and take such annual leave, provided that annual leave accruals do not exceed the maximum permitted in this Agreement.

Section 7.

- a. The regular holidays with pay shall be as follows:

New Year's Day	January 1 st
Martin Luther King, Jr. Day	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11 th (or other date established by NYS Legislature)
Election Day	First Tuesday following the First Monday in November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 th

- b. When a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following Monday. However, when an agency head deems it necessary to keep facilities open on both Monday and Friday, employees may be scheduled to take time off on either the Monday or Friday. When either the holiday, or the day designated for observance, occurs on an employee's scheduled day off

and the employee does not work on such day, the employee shall be entitled to one compensatory day off in lieu of the holiday.

- c. Effective January 1, 1997, an Employee shall be entitled to one floating holiday in each calendar year during which the employee is in active pay status with the Employer prior to Lincoln's Birthday of such calendar year, subject to the following conditions:
- i. The floating holiday shall be taken at the employee's discretion, subject to the needs of the employing agency. Employees must request to use their floating holiday in writing at least 30 days in advance on a form supplied by the agency. Approval or disapproval of the request shall be made on the same form by a supervisor authorized to do so by the agency. Decisions shall be made within ten (10) working days of submission.
 - ii. Employees wishing to use their floating holiday to observe Lincoln's Birthday shall file such requests prior to January 15. Approval shall not be unreasonably denied. For the purposes of this subsection, the day of observance for employees of Mayoral agencies assigned to Board of Education facilities shall be on the day set by the Board.
 - iii. Once a floating holiday request has been approved, the approval may not be rescinded except in writing by the NYPD Chief of Personnel. If an employee is required to work on a floating holiday once the request for it has been approved, the employee shall receive a fifty percent (50%) cash premium for all regularly scheduled hours worked on the floating holiday and shall, in addition, receive compensatory time off at the employee's regular rate of pay.
 - iv. The floating holiday must be used in the calendar year in which it is earned and may not be carried over to a succeeding year or cashed out upon separation of service. If the agency head calls upon an employee not to take the floating holiday by the end of the calendar year, the floating holiday shall be carried over to the following calendar year only.
 - v. For employees assigned to perform work at facilities which are normally closed on Lincoln's Birthday, such as, but not limited to, State Courts or Department of Sanitation garages, Lincoln's Birthday shall continue to be observed as an official holiday and the floating holiday provisions set forth in this subsection c, shall not apply.

Section 8.

Pursuant to Executive Order No. 34, dated March 26, 1971, "Regulations Governing Cash Payments for Accrued Annual Leave and Accrued Compensatory Time on Death of an Employee while in the City's Employ," if an employee dies while in the Employer's employ, the employee's beneficiary or if no beneficiary is designated, then the employee's estate, shall receive payment in cash for the following:

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

Section 9.

If an employee dies during the term of this Agreement because of an injury arising out of and in the course of the employee's employment through no fault of the employee, and in the proper performance of the employee's duties, a payment of twenty-five thousand dollars (\$25,000) will be made from funds other than those of the Retirement System in addition to any other payment which may be made as a result of such death. Such payment shall be made to the same beneficiary designated for the purposes of Section 13 of this Article, or if no beneficiary is so designated, payment shall be made to the employee's estate.

Section 10.

If while in covered employment under the terms of this Agreement an employee dies, the Employer shall notify the beneficiary designated by the employee in the personnel folder as to what benefits may be available for the employee and as to where claims may be initiated for such benefits. If no beneficiary is designated, the public administrator of the county in which the employee last resided shall be notified.

The employing agency shall promptly notify the appropriate retirement system and request it communicate with the beneficiary designated in the system's records.

Section 11.

- a. Every employee is obligated to report for work as scheduled.
- b. Except for the employees described in subsection c below, there shall be a grace period of five minutes at the beginning of the work shift. When an employee's lateness extends beyond the five-minute grace period, the full period of time between the scheduled reporting time and the actual reporting time shall be charged against such employee (e.g. an employee whose starting time is 9:00 a.m. who reports to work at 9:05 a.m. would not be "late," but such an employee with such a starting time who reports to work at 9:06 a.m. would be charged with six (6) minutes of lateness).
- c. The following employees shall not be entitled to the five-minute grace period described in subsection b above:
 - i. Emergency personnel, including, but not limited to, Fire Alarm Dispatchers, Police Communication Technicians, Emergency Medical Services Specialists. The City shall furnish the Union with a full list of such positions.
 - ii. Employees whose positions require, in the event of late reporting for work, that another be held over from a previous shift or be called in to substitute for the late employee, at premium rates of pay.
 - iii. Employees subject to flexible work schedules.
- d. Lateness beyond the five-minute grace period shall be classified as "excused" or "not excused" and excused lateness shall not be charged against the employee. Lateness found by the agency head or the individual designated by the agency head to have been caused by unforeseen public transportation delays or other circumstances which arise after an employee leaves for work which cannot be anticipated (e.g. elevator breakdowns or private transportation breakdowns) which are beyond the ability of the tardy employee to control

shall be excused. Such findings shall be reasonably made; and the tardy employee may be required to furnish proof satisfactory to the agency head of the cause of the lateness. A request for excusal shall not be unreasonably denied. A refusal to excuse a lateness may be appealed to the Commissioner of Labor Relations whose decision shall be final.

- e. Deduction for unexcused lateness shall be made on a minute for minute basis from any compensatory time standing to an employee's credit and then, if there is no such credited time, from the employee's annual leave balances.
- f. The City reserves the right and power appropriately and for just cause to discipline or to discharge an employee for excessive lateness.
- g. Contractual provisions or agency policies regarding lateness, grace or excusal periods or lateness penalties inconsistent with the uniform lateness policy set forth in this Section shall be superseded by this Section 16.
- h. Latenesses caused by a verified major failure of public transportation, such as a widespread or total power failure of significant duration or other catastrophe of similar severity, shall be excused.
- i. Each agency will prepare contingency plans for operation during a major failure of public transportation which would cause disabled employees, as defined in the Americans with Disabilities Act, great difficulty in reaching their regular work location. Such plans will include, where practicable and productive, provisions assigning disabled employees to report to agency locations closer to their homes. Such plans shall also include provisions for excusal by the agency head of absences on an individual basis for disabled employees. Decisions of the agency head with respect to absences under such plans shall not be subject to the grievance procedure.

Section 17.

- a. Effective January 1, 1975, the terminal leave provision for all employees except as provided in subsections b. and c., below shall be as follows:

Terminal leave with pay shall be granted prior to final separation to employees who have completed at least ten (10) years of service on the basis of one (1) day of terminal leave for each three (3) days of accumulated sick leave up to a maximum of one hundred-twenty (120) days of terminal leave. Such leave shall be computed on the basis of work days rather than calendar days.

- b. Any employee who as of January 1, 1975 had a minimum of fifteen (15) years of service as of said date may elect to receive upon retirement a terminal leave of one (1) calendar month for every ten (10) years of service pro-rated for a fractional part thereof in lieu of any other terminal leave. However, any sick leave taken by such employees subsequent to July 1, 1974 in excess of an average annual usage of six (6) days per year shall be deducted from the number of days of terminal leave to which the employee would otherwise be entitled at the time of retirement, if the employee chooses to receive terminal leave under this subsection.
- c. In the case where an employee has exhausted all or most of the employee's accrued sick leave due to a major illness, the agency head, in the agency head's discretion, may apply two

and one-fifth (2 1/5) work days for each year of paid service as the basis for computing terminal leave in lieu of any other terminal leave. An employee's request for the application of this subsection shall not be unreasonably denied. The denial of an employee's request may be appealed solely to the Commissioner of Labor Relations.

- d. Where an employee has an entitlement to terminal leave and the City's fiscal situation requires that employees who are terminated, laid off or retired be removed from the payroll on or before a specific date, because of budgetary considerations, the Employer shall provide a monetary lump sum payment for terminal leave in accordance with the provisions of Executive Order 31, dated June 24, 1975.

Section 18.

- a. A child care leave of absence without pay shall be granted to any employee (male or female) who becomes the parent of a child up to four years of age (or whose domestic partner registered pursuant to the New York City Administrative Code Section 3-240 et seq.) becomes the parent of a child up to four years of age), either by birth or by adoption, for a period of up to forty-eight (48) months. The use of this maximum allowance will be limited to one instance only. All other child care leaves of an employee shall be limited to a thirty-six (36) month maximum.
- b. Prior to the commencement of child care leave, an employee shall be continued in pay status for a period of time equal to all of the employee's unused accrued annual leave and compensatory time (including FLSA compensatory time).
- c. Employees, who initially elect to take less than the forty-eight (48) month maximum period of leave or the thirty-six (36) months, may elect to extend such leave by up to two extensions, each extension to be a minimum of six (6) months. However, in no case may the initial leave period plus the one or two extensions total more than forty-eight (48) months or thirty-six (36) months.
- d. This provision shall not diminish the right of the Agency Head or the Personnel Director, as set forth in Rule 5.1 of the Leave Regulations, to grant a further leave of absence without pay for child care purposes.

Section 19.

- a. Bereavement leave shall be granted for the death of an employee's spouse; "domestic partner," as defined in the New York Administrative Code Section 1-112(21); natural, foster or step parent; child; grandchild; brother or sister; father-in-law; mother-in-law; or other relative residing in the household.
- b. When a death in an employee's family occurs while the employee is on annual or sick leave, such time as is excusable for death in the family shall not be charged to annual or sick leave.

Section 20.

Individual employee grievants shall be granted leave with pay for such time as is necessary to testify at arbitration hearings.

Leave with pay shall be granted to three (3) employees who are named grievants in a group

arbitration proceeding for such time as is necessary for them to testify at their group arbitration hearings.

Leave with pay for such time as is necessary to testify at their hearings shall be granted to employees who, after final adjudication of proceedings under Section 210 paragraph 2(h) of the Civil Service Law, are determined not to have been in violation of Section 210.

ARTICLE VII - HEALTH INSURANCE

Section 1.

The Labor-Management Health Insurance Policy Committee, with representation from the Municipal Labor Committee and from the Employer, for the purpose of consultation on policy only shall be continued.

Section 2.

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

- i. a one-time choice;
- ii. exercisable only after one year of retirement; and
- iii. exercisable at any time without regard to contract periods.

Such changes to a new plan shall be effectuated as soon as practicable but no later than the first day of the month three months after the month in which the application has been received by the New York City Employee Health Benefits Program.

b. Effective with the reopener period for health insurance subsequent to January 1, 1980 and every two years thereafter, retirees shall have the option of changing their previous choice of health plans. This option shall be exercised in accordance with procedures established by the Employer. The Union will assume the responsibility of informing retirees of this option.

Section 3.

If an employee has filed for any disability retirement and, prior to the approval of the application makes direct payment pursuant to the Comprehensive Omnibus Budget Reconciliation Act ("COBRA") to prevent discontinuation of the basic health insurance coverage, upon approval of the disability application the Employer shall request the basic health insurance carrier to reimburse the employee in the amount of the direct premiums paid by the employee which premiums were also paid by the Employer. The Employer shall upon request provide the employee with a letter to the carrier indicating the effective dates of coverage under the New York City Employee Health Benefits Program.

Section 4.

If an employee is laid off, on leave, or disabled, and has City contributions for basic health insurance discontinued, the Union may make direct COBRA payments on behalf of such employee to the New York City Employee Health Benefits Program carriers at 102 percent of the group rate for such coverage for a maximum period of thirty-six (36) months from the date of discontinuance.

Section 5.

At the present time, the Employer is providing certain electronic data processing tapes and other relevant information necessary for the administration of certain supplemental health and welfare plans. The cost of supplying such tapes and information will be borne by the entity requesting same.

ARTICLE VIII - CAR ALLOWANCES

Section 1.

Employees who are receiving a per diem allowance in lieu of a mileage allowance for authorized and actual use of their own cars may elect reimbursement on a standard mileage basis. Such election shall be irrevocable.

Effective September 26, 2010, compensation to employees for authorized and required use of their own cars shall be at the rate of 28¢ per mile. There shall be a minimum guarantee of thirty (30) miles for each day of authorized and actual use. Said mileage allowance is not to include payment for the distance traveled from the employee's home to the first work location in a given day or from the last work location to the employee's home unless the employee is authorized and required to carry special equipment or materials which cannot feasibly be transported via mass transit.

ARTICLE IX - PERSONNEL AND PAY PRACTICES

Section 1.

All regular paychecks shall be itemized to include overtime, additional wage benefits (including back pay), and differentials.

Section 2.

Upon transfer of a permanent employee from one agency covered by the sick leave and annual leave provisions of this Agreement to another agency so covered, or appointment of any employee to another agency so covered from an eligible list promulgated by the Commissioner of Citywide Administrative Services immediately following continuous City service, all sick leave and annual leave balances shall be transferred with the employee.

Section 3.

- a. When a transfer is accomplished with the consent of the employee, all compensatory time due for overtime worked shall be granted to the employee prior to the effective date of the transfer except where:
- i. the receiving agency agrees in writing to accept the transfer of these accrued compensatory time balances in whole or in part to its records,
 - ii. or the employee requests in writing that these accrued compensatory time balances be converted to sick leave credits as of the date of the transfer.

Initiation of action to liquidate this compensatory time shall be the responsibility of the transferring employee.

- b. When an employee is subjected to a functional or involuntary transfer, all the employee's accrued compensatory time balances shall be transferred to the records of the receiving agency.
- c. When a current employee is appointed to another City agency from a list promulgated by the New York City Department of Citywide Administrative Services, all compensatory time shall be transferred to the records of the appointing agency.

Section 4.

- a. The Employer shall furnish identification cards to all employees who have served continuously for six (6) months.
- b. Each employee who is a member of the New York City Employee's Retirement System (NYCERS) as of the effective date of this Agreement shall receive a Tax-Pension Identification Card showing the name, withholding tax number, pension number, pension plan, and the date the last membership in the System began. Employees joining the NYCERS during the life of this Agreement shall be given a Tax-Pension Identification Card when the employing agency is notified by the System of the date membership was granted and the pension number assigned. In the discretion of an agency head, the identification card required by subsection 4(a) above may be combined with the Tax-Pension Identification Card.
- c. Lost cards shall be reported immediately and replaced at cost to the employee. Upon separation from service, an employee shall not receive the employee's final paycheck until the employee has returned the identification card issued, or has submitted an appropriate affidavit of loss.

Section 5.

Any employee who is promoted or who is affected by an individual change in title or rate of compensation of an adverse nature shall be notified in writing no later than two (2) weeks after the effective date of such promotion, change in title, or rate of compensation. Present agency agreements on this subject shall not be affected by this Section.

Section 6.

Consistent with, and subject to security requirements, paychecks shall be released on the preceding day as soon as possible after 3:00 P.M. for all employees who would not normally receive their paychecks during their working hours on the scheduled payday.

Section 7.

Agencies shall be authorized to establish and maintain imprest funds for the reimbursement to employees of all necessary carfare, telephone, automobile and meal expenses and such other types of expenses as the Comptroller may approve. The funds shall be administered in accordance with the rules and regulations of the Comptroller. Authorized carfare and telephone expenses shall be reimbursed within one month of submission of an appropriate claim for reimbursement.

Section 8.

- a. In the event of an overpayment to an employee which is agreed by both parties to be erroneous, the employer shall not make wage deductions for recoupment purposes in amounts greater than: 10% if the employee's gross pay is under \$17,500, 15% if the employee's gross pay is \$17,500 or over and under \$32,500, and 25% if the employee's gross pay is \$32,500 or more. In the event the employee disputes the alleged erroneous overpayment, the employee or the union, except as provided in Section 8(b), may appeal to the Office of Labor Relations ("OLR") within 20 days of a notice by the employer of its intent to recoup the overpayment and no deduction for recoupment shall be made until OLR renders a decision, which decision shall be final. Nothing contained above shall preclude the parties or affected individuals from exercising any rights they may have under law.
- b. Any recoupment shall be limited to the period up to six years prior to the commencement of such proceedings for recoupment.
- c. In lieu of wage deductions for recoupment purposes, the Employer may, with the consent of the employee, make deductions from the employee's annual leave or compensatory leave banks.

Section 9.

Any employee who is required to take a medical examination to determine if the employee is physically capable of performing the employee's full duties, and who is found not to be so capable, shall, as far as practicable, be assigned to in-title and related duties in the same title during the period of the employee's disability. If a suitable position is not available, the Employer shall offer the employee any available opportunity to transfer to another title for which the employee may qualify by the change of title procedure followed by the New York City Department of Citywide Administrative Services pursuant to Rule 6.1.1 of the Personnel Rules and Regulations of the City of New York or by noncompetitive examination offered pursuant to Rule 6.1.9 of the Personnel Rules and Regulations of the City of New York.

If such an employee has ten (10) years or more of retirement system membership service and is considered permanently unable to perform all the duties of the employee's title and no suitable in-title position is available, the employee shall be referred to the New York City Employee's Retirement System and recommended for ordinary disability retirement.

Section 10.

- a. Interest on wage increases shall accrue at the rate of three percent (3%) per annum from one hundred-twenty (120) days after execution of the applicable agreement or one hundred-twenty (120) days after the effective date of the increase, whichever is later, to the date of actual payment.
- b. Interest on shift differentials, holiday and overtime pay, shall accrue at the rate of three percent (3%) per annum from one hundred twenty (120) days following their earning or one hundred twenty (120) days after the execution of this Agreement, whichever is later, to the date of actual payment.
- c. Interest accrued under subsections 10(a) or 10(b) shall be payable only if the amount of interest due to an individual employee exceeds five dollars (\$5.00).

Section 11.

The Employer shall make every reasonable effort to provide adequate notice of employee salary garnishments.

Section 12.

The Employer shall not withhold entire paychecks when an employee has no leave balance to cover absences without pay, due to illness, up to a maximum of five (5) days, provided the affected employee has five (5) years of service as a member of the New York City Employee's Retirement System. Appropriate deductions shall be made in a subsequent paycheck. Employees with a negative leave balance shall not be covered by this Section.

Section 13.

For the purposes of this Agreement employees in all classes of positions not yet classified by the appropriate competent body shall be presumptively covered by the terms of this Agreement pending final classification of the affected class of positions.

Section 14.

- a. If an employee's paycheck is lost by the Employer, the Employer shall secure a supplementary paycheck for the employee within three (3) working days after receipt of an affidavit by the employee stating that he/she has not received the lost check or any proceeds from it.
- b. If the paycheck of an employee who is already on payroll is withheld as the result of an error which is solely the fault of the Employer, the Employer shall make payment in (4) four working days except when the large effort of paying retroactive monies is involved.

Section 15.

When a permanent employee is summoned to an interview which may lead to a disciplinary action and which is conducted by someone outside the normal supervisory chain of command, the following procedure shall apply:

- a. Employees who are summoned to the appropriate office of their agency shall be notified, whenever feasible, in writing at least two (2) work days in advance of the day on which the interview or hearing is to be held, and a statement of the reason for the summons shall be attached, except where an emergency is present or where considerations of confidentiality are involved.
- b. Whenever such an employee is summoned for an interview or hearing for the record which may lead to disciplinary action, the employee shall be entitled to be accompanied by a Union representative or a lawyer, and the employee shall be informed of this right. Upon the request of the employee and at the discretion of the Inspector General, the Inspector General may agree to the employee being accompanied by a lawyer and a Union representative. Such permission shall not be unreasonably denied. If a statement is taken, the employee shall be entitled to a copy.
- c. Wherever possible, such hearings and interviews shall be held in physical surroundings which are conducive to privacy and confidentiality.

Section 16.

- a. Upon the conclusion of an investigation conducted pursuant to Executive Order 16, dated July 26, 1978, the summoned employee shall be entitled, upon request, to a copy of any sworn statement the employee has given to an Inspector General or the Inspector General's designee or representative.
- b. Upon the conclusion of an investigation conducted pursuant to Executive Order 16, dated July 26, 1978, an employee who has been notified that he or she has been the subject of said investigation, shall, upon the employee's request, be advised of its disposition.

Section 17.

The Union shall be provided with a copy of the applicable personnel rules, regulations, policies and procedures as distributed by the agency.

Section 18.

At the time of the final approval of an agreement, the Employer shall notify NYCERS of an adjustment in compensation to be included in retirement benefits.

Employees who have retired or left employment for other reasons shall be paid negotiated increases, premium pay, shift differential, overtime, and any other monies due them as soon as possible.

Section 19. Notice of Major Renovations

Effective November 26, 1999, Agencies shall give the Union notice two weeks in advance of the commencement of any major renovation (i.e., funded through the Capital Budget) of an agency facility

Section 20. Functional Transfers

For the purposes of Article XVII (Job Security), time served immediately prior to a functional transfer of a non-competitive or labor class employee in the employee's former agency shall count as time served in the employee's new agency.

Section 21. Metrocards

The City with the Union's participation shall continue to implement procedures enabling employees to purchase Metrocards through pre-tax payroll deductions.

Section 22. Conflict of Interest Board Submissions

When permitted by law, the Employer may withhold the final paycheck of an employee who is required by law to file a report with the Conflict of Interest Board upon the termination of employment until the employee has submitted such report.

ARTICLE X - EVALUATIONS AND PERSONNEL FOLDERS

Section 1.

An employee shall be required to accept a copy of any evaluatory statement of the employee's work performance or conduct prepared during the term of this Agreement if such statement is to be placed in the employee's permanent personnel folder whether at the central office of the agency or in another work location. Prior to being given a copy of such evaluatory statement, the employee must

sign a form which shall indicate only that the employee was given a copy of the evaluatory statement but that the employee does not necessarily agree with its contents. The employee shall have the right to answer any such evaluatory statement filed and the answer shall be attached to the file copy. Any evaluatory statement with respect to the employee's work performance or conduct, a copy of which is not given to the employee, may not be used in any subsequent disciplinary actions against the employee. At the time disciplinary action is commenced, the Employer shall review the employee's personnel folder and remove any of the herein-described material which has not been seen by the employee.

An employee shall be permitted to view the employee's personnel folder once a year and when an adverse personnel action is initiated against the employee by the Employer. The viewing shall be in the presence of a designee of the Employer and held at such time and place as the Employer may prescribe.

Section 2

If an employee finds in the employee's personnel folder any material relating to the employee's work performance or conduct in addition to evaluatory statements prepared after July 1, 1967 (or the date the agency came under the provisions of the Citywide Agreement, whichever is later), the employee shall have the right to answer any such material filed and the answer shall be attached to the file copy.

ARTICLE XI - CIVIL SERVICE, CAREER DEVELOPMENT

Section 1.

When vacancies in promotional titles covered by this Agreement are authorized to be filled by the appropriate body and the agency decides to fill them, a notice of such vacancies shall be posted in all relevant areas of the agency involved at least five (5) working days prior to filling except when such vacancies are to be filled on an emergency basis. Present agency agreements on this subject shall not be affected by this Section.

Section 2.

- a. The Union shall be given a copy of proposed changes in job specifications for any title certified to the Union for its perusal at least seven (7) working days in advance of the final approval of such changes.
- b. Notice of final revisions shall be distributed to the agency and shall be posted in appropriate areas for thirty (30) days.

Section 3.

After promotion, if an employee is returned to his/her former title in accordance with existing Personnel Rules and Regulations of the City of New York, the employee may request of the Employer a conference to discuss the basis for the employee's return to the former title. The Employer's decision is neither arbitrable nor reviewable under the Civil Service Law.

Section 4.

An employee on a promotion list who is on a leave of absence without pay shall be notified prior to promotions being made past the employee's list number at the last address of record on file with the City Department of Citywide Administrative Services.

Section 5.

Time served by an employee in a higher assignment level of the employee's permanent title shall count towards the lock-in of the employee's salary at a lower level of that title.

Section 6.

The hiring agency or Department of Citywide Administrative Services, as applicable, shall notify all eligibles at least one week in advance of scheduled hiring or promotional pools or interviews from civil service lists.

ARTICLE XII - UNION RIGHTS

Section 1.

- a. Where orientation kits are supplied to new employees, the Union shall be permitted to have included in the kits union literature, provided such literature is first approved for such purpose by the Office of Labor Relations.
- b. The Employer shall distribute to all newly hired employees information regarding their union administered health and security benefits, including the name and address of the fund that administers said benefits, provided such fund supplies the Employer the requisite information printed in sufficient quantities.
- c. The Employer shall distribute information regarding the New York City Employee Health Benefits Program and enrollment forms to eligible employees prior to the completion of thirty (30) days of employment.

Section 2.

The Union shall have reasonable access to its dues check-off authorization cards in the custody of the Employer.

Section 3.

When an employee is promoted or reclassified to another title certified to the same union as the employee's former title, the dues check-off shall continue uninterrupted. The Employer will issue an appropriate administrative instruction to all agencies to insure compliance with this Section.

Section 4.

When an employee returns from an approved leave of absence without pay, is reappointed or temporarily appointed from a preferred list to the same agency in the same title or in another title represented by the same certified union, any dues check-off authorization in effect prior to the approved leave or the layoff shall be reactivated. The Employer will issue an appropriate administrative instruction to all agencies to insure compliance with this Section.

Section 5.

The Employer shall furnish to a certified union, once a year between March 15 and July 1, a listing of employees by Job Title Code, home address when available, Social Security Number and Department Code Number, as of December 31st of the preceding year. This information shall be furnished through the Municipal Labor Committee.

Section 6.

- a. District Council 37 or any other certified union represented by D.C. 37 for the purposes of this Agreement which elects to participate in a separate segregated fund established pursuant to applicable law, including Title 2 USC, Section 441b, to receive contributions to be used for the support of candidates for federal office shall have the exclusive right in conformance with applicable law to the checkoff for such political purposes in a manner as described in a supplemental agreement hereby incorporated by reference into this Agreement.
- b. Any eligible employee covered by this Agreement may voluntarily authorize in writing the deduction of such contributions from the employee's wages for such purpose in an authorization form acceptable to the employer which bears the signature of the employee.
- c. A copy of the Summary Annual Report to the Federal Elections Commission ("FEC") of each fund shall be submitted by the appropriate participating union to the Comptroller and OLR at the time of its submission to the FEC.

ARTICLE XIII - WELFARE FUND

Section 1.

- a. In accordance with the election by the Union pursuant to the provisions of Article XIII of the *1995 – 2001 Citywide Agreement* as amended between the City of New York and related public employers, or its successor Agreement(s), the Welfare Fund provisions of that *Citywide Agreement* as amended or any successor(s) thereto shall apply to Employees covered by this Agreement.
- b. When an election is made by the Union pursuant to the provisions of Article XIII, Section 1(b), of the *1995-2001 Citywide Agreement* as amended between the City of New York and related public employers or any successor(s) thereto, the provisions of Article XIII, Section

1(b) of the *Citywide Agreement* as amended or any successor(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. In no case shall the single contribution provided in Article XIII, Section 1(b) of the *Citywide Agreement* as amended or any successor(s) thereto, exceed the total amount that the Union would have been entitled to receive if the separate contributions had continued.

Section 2.

The 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. - Health Savings and Welfare Fund Contributions

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 XIV - 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.

ARTICLE XV- GRIEVANCE PROCEDURE

Section 1. - Definition:

The term "**Grievance** " shall mean:

- a. A dispute concerning the application or interpretation of the terms of this Agreement;
- b. A claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving the Personnel Rules and Regulations of the City of New York shall not be subject to the grievance procedure or arbitration;
- c. A claimed assignment of Employees to duties substantially different from those stated in their job specifications;
- d. A claimed improper holding of an open-competitive rather than a promotional examination;
- e. A claimed wrongful disciplinary action taken against a permanent Employee covered by Section 75(1) of the Civil Service Law upon whom the agency head has served written charges of incompetence or misconduct while the Employee is serving in the Employee's permanent title or which affects the Employee's permanent status.
- f. A claimed wrongful disciplinary action taken against a provisional Employee who has served for two years in the same or similar title or related occupational group in the same agency.

Section 2.

The Grievance Procedure, except for grievances as defined in Sections 1(d) and 1(e) of this Article, shall be as follows:

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

All grievances must be presented in writing at all steps in the grievance procedure. For all grievances as defined in Section 1(c), no monetary award shall in any event cover any period prior to the date of the filing of the **Step I** grievance.

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. The person designated by the Employer to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall issue a determination in writing by the end of the third work day following the date of submission.

STEP 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. The appeal must be made within five (5) work days of the receipt of the **Step I** determination. The person designated to receive the appeal at this Step 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**. The 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 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 assigned arbitrator shall hold a hearing at a time and place convenient to the parties and shall issue an award within 30 days after the completion of the hearing.

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 the Employee and the Union to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

Section 4.

- a. Any grievance under Section 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. 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.

STEP B(i) If the Employee is not satisfied with the determination at **STEP A** above then the Employer shall proceed in accordance with the disciplinary procedures set forth in Section 75 of the Civil Service Law. As an alternative, the Union with the consent of the employee may choose to proceed in accordance with the Grievance Procedure set forth in this Agreement, including the right to proceed to binding arbitration pursuant to **STEP IV** of such Grievance Procedure. As a condition for submitting the matter to the Grievance Procedure the employee and the Union shall file a written waiver of the right to utilize the procedures available to the employee pursuant to Sections 75 and 76 of the Civil Service Law or any other administrative or judicial tribunal, except for the purpose of enforcing an

arbitrator's award, if any. Notwithstanding such waiver, the period of an Employee's suspension without pay pending hearing and determination of charges shall not exceed thirty (30) days.

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

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

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

Section 6.

In any case involving a grievance by an employee under Section 1f 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.

Section 7.

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

Section 8.

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 9.

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 10.

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 11.

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 12.

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 13.

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 14. 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 the 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 Section 14 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 Chairpersons 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 XVI - JOB SECURITY

Section 1. General Layoff Provisions

Where layoffs are scheduled affecting employees covered by this Agreement, the following procedures shall be used:

- a. Notice shall be provided by the Office of Labor Relations to the Union not less than thirty (30) days before the effective dates of projected layoffs. Such notification shall apply to all proposed layoffs and shall include a summary by layoff unit of the number of affected positions by title (including title code number and civil service status) and shall also include in addition to the above information the name, social security number, city start date, and title start date of each affected employee.

It is understood by the parties that such notice is considered to be preliminary and is subject to change during the 30 days' notice period. However, if new title(s) which were not part of the original notice are added to the proposed layoff notice or the number of employees in title(s) contained in the original notice is increased beyond the number in the original notice, an additional 30 days' notice will be given to the Union covering solely such additional title(s) or numbers, except, such additional 30 days' notice shall not apply to employees displaced by the "bumping" provisions mandated by the Civil Service Law or by appointments from special transfer, preferred, or other civil service lists. The parties may waive such additional notice by mutual consent.

- b. Within such 30-day period designated representatives of the Employer will meet and confer with the designated representatives of the Union with the objective of considering feasible alternatives to all or part of such scheduled layoffs, including but not limited to:
- i. the transfer of employees to other agencies with retraining, if necessary, consistent with Civil Service law but without regard to the Civil Service title,
 - ii. the use of Federal and State funds whenever possible to retain or re-employ employees scheduled for layoff,
 - iii. the elimination or reduction of the amount of work contracted out to independent contractors, and
 - iv. encouragement of early retirement and the expediting of the processing of retirement applications.

Section 2. Competitive Class Preferred Lists

- c. When a layoff occurs, the Employer shall provide to the Union a list of permanent competitive class employees who are on a preferred list with the original date of appointment utilized for the purpose of such layoff.
- d. A laid off employee who is returned to service in the employee's former title or in a comparable title from a competitive class preferred list, shall receive the basic salary rate that

would have been received by the employee had the employee never been laid off, up to a maximum of two (2) years of general salary increases.

ARTICLE XVII - 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 XVIII - 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.

Employees in Rule X titles shall receive the benefits of the *Citywide Agreement* unless otherwise specifically excluded herein.

ARTICLE XX - 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 XXI - 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 XXII - 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 XXIII - 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 XXIV - 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.

WHEREFORE, we have hereunto set our hands and seals this 20th day of September, 2018.

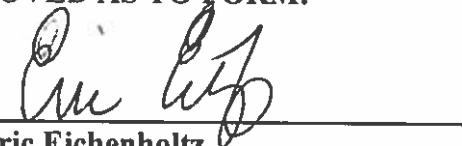
FOR THE CITY OF NEW YORK
AND RELATED PUBLIC EMPLOYERS
AS DEFINED HEREIN:

FOR LOCAL 237, INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
AFL -CIO:

BY: 
ROBERT W. LINN
Commissioner of Labor Relations

BY: 
GREGORY FLOYD
President

APPROVED AS TO FORM:

BY: 
Eric Eichenholtz
Acting Corporation Counsel

UNIT: School Safety Agents

TERM: September 26, 2010 through March 25, 2018



Appendix A

Longevity Increment Eligibility Rules

The following rules shall govern the eligibility of Employees for the longevity increments provided for in Article III, Section 9 of the *School Safety Agents 2010-2018 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 Section 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. Fifteen months after the Employee begins to receive the \$500 longevity increment, such \$500 longevity increment shall become pensionable and as part of the Employee's base rate, the \$500 longevity increment shall be subject to the general increases provided in Article III, Section 3(b) of this **Agreement**.