



# OFFICE OF LABOR RELATIONS

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

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

STEVEN H. BANKS  
*General Counsel*  
GEORGETTE GESTELY  
*Director, Employee Benefits Program*

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES  
FROM: ROBERT W. LINN, COMMISSIONER   
SUBJECT: EXECUTED CONTRACT: DEPUTY SHERIFFS  
TERM: MAY 1, 2011 TO APRIL 30, 2018

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

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

DATED:

OFFICE OF LABOR RELATIONS	
REGISTRATION	
OFFICIAL	CONTRACT
NO: <u>19008</u>	DATE: <u>12/28/2018</u>



**Deputy Sheriffs Association  
2011-2018 Agreement**

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**Deputy Sheriffs Association  
2011-2018 Agreement**

*AGREEMENT* entered into this ~~29~~<sup>14</sup> day of *December*, 2018 by and between the City of New York and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf (hereinafter referred to jointly as the "Employer"), and the New York City Deputy Sheriffs Association (hereinafter referred to as the "Union"), for the period from May 1, 2011 through April 30, 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):

Deputy Sheriff (Level I)  
Deputy Sheriff (Level II)  
Supervising Deputy Sheriff (Level I)  
Supervising Deputy Sheriff (Level II)

**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 either thirty five (35) or forty (40) hours. 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 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.  
35 hour week basis - 1/1827 of the appropriate minimum basic salary.
- d. The maximum salary for a title shall not constitute a bar to the payment of any salary adjustment or pay differentials provided for in this Agreement but the said increase above the maximum shall not be deemed a promotion.

**Section 2.**

Employees in the following title(s), except for new employees, shall be subject to the following specified basic amounts, which, where specified, include both salary rates and longevity adjustments

**Title:**

a. Deputy Sheriff - Level I  
hired prior to 1/1/06

	<u>3/31/12</u>	<u>4/1/12</u>	<u>11/1/12</u>	<u>11/1/13</u>	<u>11/1/14</u>	<u>11/1/15</u>	<u>11/1/16</u>	<u>11/1/17</u>
6th Grade	\$51,058	\$51,569	\$52,085	\$52,606	\$53,132	\$53,929	\$55,277	\$56,935
5th Grade	\$53,611	\$54,147	\$54,688	\$55,235	\$55,787	\$56,624	\$58,040	\$59,781
4th Grade	\$56,290	\$56,853	\$57,422	\$57,996	\$58,576	\$59,455	\$60,941	\$62,769
3rd Grade	\$59,105	\$59,696	\$60,293	\$60,896	\$61,505	\$62,428	\$63,989	\$65,909
2nd Grade	\$62,060	\$62,681	\$63,308	\$63,941	\$64,580	\$65,549	\$67,188	\$69,204
1st Grade	\$76,488	\$77,253	\$78,026	\$78,806	\$79,594	\$80,788	\$82,808	\$85,292

**Title:**

**b. Deputy Sheriff - Level I**

Hired on or after 1/1/06

	<u>3/31/12</u>	<u>4/1/12</u>	<u>11/1/12</u>	<u>11/1/13</u>	<u>11/1/14</u>	<u>11/1/15</u>	<u>11/1/16</u>	<u>11/1/17</u>
1st 6 months	\$30,387	\$30,691	\$30,998	\$31,308	\$31,621	\$32,095	\$32,897	\$33,884
6th Grade - after 6 months	\$39,588	\$39,984	\$40,384	\$40,788	\$41,196	\$41,814	\$42,859	\$44,145
5th Grade - after 1.5 years	\$43,644	\$44,080	\$44,521	\$44,966	\$45,416	\$46,097	\$47,249	\$48,666
4th Grade - after 2.5 years	\$48,779	\$49,267	\$49,760	\$50,258	\$50,761	\$51,522	\$52,810	\$54,394
3rd Grade -after 3.5 years	\$53,270	\$53,803	\$54,341	\$54,884	\$55,433	\$56,264	\$57,671	\$59,401
2nd Grade - after 4.5 years	\$56,609	\$57,175	\$57,747	\$58,324	\$58,907	\$59,791	\$61,286	\$63,125
1st Grade - after 5.5 years	\$76,488	\$77,253	\$78,026	\$78,806	\$79,594	\$80,788	\$82,808	\$85,292

**Title:**

**c. Deputy Sheriff - Level II**

Hired/promoted prior to 1/1/06

	<u>3/31/12</u>	<u>4/1/12</u>	<u>11/1/12</u>	<u>11/1/13</u>	<u>11/1/14</u>	<u>11/1/15</u>	<u>11/1/16</u>	<u>11/1/17</u>
6th Grade	\$80,974	\$81,784	\$82,602	\$83,428	\$84,262	\$85,526	\$87,664	\$90,294
5th Grade	\$82,092	\$82,913	\$83,742	\$84,579	\$85,425	\$86,706	\$88,874	\$91,540
4th Grade	\$83,210	\$84,042	\$84,882	\$85,731	\$86,588	\$87,887	\$90,084	\$92,787
3rd Grade	\$84,328	\$85,171	\$86,023	\$86,883	\$87,752	\$89,068	\$91,295	\$94,034
2nd Grade	\$85,448	\$86,302	\$87,165	\$88,037	\$88,917	\$90,251	\$92,507	\$95,282
1st Grade	\$86,571	\$87,437	\$88,311	\$89,194	\$90,086	\$91,437	\$93,723	\$96,535

**Title:**

d. Deputy Sheriff - Level II  
Hired/promoted on or after 1/1/06

	<u>3/31/12</u>	<u>4/1/12</u>	<u>11/1/12</u>	<u>11/1/13</u>	<u>11/1/14</u>	<u>11/1/15</u>	<u>11/1/16</u>	<u>11/1/17</u>
6th Grade	\$78,301	\$79,084	\$79,875	\$80,674	\$81,481	\$82,703	\$84,771	\$87,314
5th Grade	\$78,942	\$79,731	\$80,528	\$81,333	\$82,146	\$83,378	\$85,462	\$88,026
4th Grade	\$79,585	\$80,381	\$81,185	\$81,997	\$82,817	\$84,059	\$86,160	\$88,745
3rd Grade	\$80,228	\$81,030	\$81,840	\$82,658	\$83,485	\$84,737	\$86,855	\$89,461
2nd Grade	\$80,869	\$81,678	\$82,495	\$83,320	\$84,153	\$85,415	\$87,550	\$90,177
1st Grade	\$86,571	\$87,437	\$88,311	\$89,194	\$90,086	\$91,437	\$93,723	\$96,535

**Title:**

**e. Supervising Deputy City Sheriffs Level I  
Hired/promoted prior to 1/1/06**

	<u>3/31/12</u>	<u>4/1/12</u>	<u>11/1/12</u>	<u>11/1/13</u>	<u>11/1/14</u>	<u>11/1/15</u>	<u>11/1/16</u>	<u>11/1/17</u>
3rd Grade	\$91,676	\$92,593	\$93,519	\$94,454	\$95,399	\$96,830	\$99,251	\$102,229
2nd Grade	\$93,796	\$94,734	\$95,681	\$96,638	\$97,604	\$99,068	\$101,545	\$104,591
1st Grade	\$95,910	\$96,869	\$97,838	\$98,816	\$99,804	\$101,301	\$103,834	\$106,949

**Title:**

**f. Supervising Deputy City Sheriffs Level I  
Hired/promoted on/after 1/1/06**

	<u>3/31/12</u>	<u>4/1/12</u>	<u>11/1/12</u>	<u>11/1/13</u>	<u>11/1/14</u>	<u>11/1/15</u>	<u>11/1/16</u>	<u>11/1/17</u>
5th Grade	\$88,571	\$89,457	\$90,352	\$91,256	\$92,169	\$93,552	\$95,891	\$98,768
4th Grade	\$89,854	\$90,753	\$91,661	\$92,578	\$93,504	\$94,907	\$97,280	\$100,198
3rd Grade	\$91,137	\$92,048	\$92,968	\$93,898	\$94,837	\$96,260	\$98,667	\$101,627
2nd Grade	\$92,421	\$93,345	\$94,278	\$95,221	\$96,173	\$97,616	\$100,056	\$103,058
1st Grade	\$95,910	\$96,869	\$97,838	\$98,816	\$99,804	\$101,301	\$103,834	\$106,949

**Title:**

**g. Supervising Deputy City Sheriff  
Level II  
Hired/promoted prior to 1/1/06**

	<u>3/31/12</u>	<u>4/1/12</u>	<u>11/1/12</u>	<u>11/1/13</u>	<u>11/1/14</u>	<u>11/1/15</u>	<u>11/1/16</u>	<u>11/1/17</u>
	\$103,655	\$104,692	\$105,739	\$106,796	\$107,864	\$109,482	\$112,219	\$115,586

**Title:**

**h. Supervising Deputy City Sheriff  
Level II  
Hired/promoted on/after 1/1/06**

	<u>3/31/12</u>	<u>4/1/12</u>	<u>11/1/12</u>	<u>11/1/13</u>	<u>11/1/14</u>	<u>11/1/15</u>	<u>11/1/16</u>	<u>11/1/17</u>
3rd Grade	\$97,556	\$98,532	\$99,517	\$100,512	\$101,517	\$103,040	\$105,616	\$108,784
2nd Grade	\$98,840	\$99,828	\$100,826	\$101,834	\$102,852	\$104,395	\$107,005	\$110,215
1st Grade	\$103,655	\$104,692	\$105,739	\$106,796	\$107,864	\$109,482	\$112,219	\$115,586



- i. **Grades** - An Employee shall advance one grade annually on the anniversary of their employment and/or promotion.
- j. **Longevity Adjustments** - Longevity adjustments shall be paid as follows:

Deputy Sheriff Level I and II and Supervising Deputy Sheriff Level I:

- (i) Effective May 1, 2011, Employees shall continue to receive \$2,000 after five (5) years of service; \$5,000 after ten (10) years of service; \$6,245 after fifteen (15) years of service; and \$7,495 after twenty (20) years of service.

Supervising Deputy Sheriff Level II:

- (ii) Effective May 1, 2011, Employees shall continue to receive \$6,245 after fifteen (15) years of service and \$7,495 after twenty (20) years of service.
- (iii) The adjustment after the 5th and 10th years shall not be computed as salary for pension purposes until after completing twenty (20) years of service. The adjustment after the 15th and 20th years shall not be computed as salary for pension purposes until after completing twenty-five (25) years of service. In the event this provision is declared invalid under the law, the parties shall reopen negotiations to resolve the issue of the increased cost of changing the effective date of the pensionability of the above adjustments. Such negotiations will be commenced forthwith. If no agreement is reached, an impasse may be declared and subsequent mediation and the impasse proceeding, if any, shall in all respects be conducted on an expedited basis.
- (iv) The calculation of night shift differential payments shall be based upon the same factors, amounts and methodology as previously utilized.
- (v) ITHP and pension benefit calculations shall only include the amount of the longevity payment that is pensionable.

**Section 3. General Wage Increase:**

a. Ratification Bonus

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

- i. Part-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 May 1, 2014 through April 30, 2015.

- 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 a case-by-case basis, interpretations concerning the application of Section 3a of this Article III. Such case-by-case interpretations shall not be subject to any dispute resolution procedures as per past practice of the parties.

b. General Wage Increases

- i. The general wage increases, effective as indicated, shall be:
  - 1. Effective April 1, 2012, Employees shall receive a general increase of 1.00%.
  - 2. Effective November 1, 2012, Employees shall receive a general increase of 1.00%.
  - 3. Effective November 1, 2013, Employees shall receive a general increase of 1.00%.
  - 4. Effective November 1, 2014, Employees shall receive a general increase of 1.00%.
  - 5. Effective November 1, 2015, Employees shall receive a general increase of 1.50%.
  - 6. Effective November 1, 2016, Employees shall receive a general increase of 2.50%.
  - 7. Effective November 1, 2017, Employees shall receive a general increase of 3.00%.
- ii. 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 Section 3a on the basis of computations heretofore utilized by the parties for all such Employees.

iii. The general increases provided for in Section 3b above shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on the day prior to the general increase, e.g. the general increase provided for in Section 3 b.i.1 shall be based on the base rates (including salary or incremental salary schedules) of the applicable titles in effect on March 31, 2012.

iv. The general increases shall be applied to the base rates, incremental salary levels and the minimum "hiring rates", minimum "incumbent rates" and maximum rates (including levels) if any, fixed for the applicable titles.

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

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 5.**

A person employed by the Employer who is appointed or promoted on a permanent, provisional, or temporary basis shall receive upon the date of such appointment or promotion the minimum salary for the title to which such appointment or promotion is made.

#### **Class of Positions**

Deputy Sheriff (Level II)  
Supervising Deputy Sheriff (Level I)  
Supervising Deputy Sheriff (Level II)

#### **Section 6. Annuity Fund**

Effective May 1, 2011, the City shall continue to contribute the total contribution of \$1,349 per annum for each Employee on full pay status for an entire year. Contributions hereunder shall be remitted by the City each twenty-eight (28) days to a mutually agreed upon annuity fund pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel.

Effective June 1, 2014, the annual annuity contribution shall be increased by \$146, for a total contribution of \$1,495 per annum.

Effective November 1, 2017, the annual annuity contribution shall be increased by \$79.20, for a total contribution of \$1,574.20 per annum.

## **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 (1½X) 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.
  - i. Effective July 15, 1996, credit for all authorized overtime, beyond the normal work week, shall accrue in units of **one-half (½) hour** to the nearest **one-half (½) hour**.
  - ii. For employees covered by Unit Agreements that expire March 31, 2000, subsection 5(a)(i) shall be in effect from July 15, 1996 to March 31, 2000.
  - iii. For employees covered by Unit Agreements that expire December 31, 1999, subsection 5(a)(i) shall be in effect from July 15, 1996 to December 31, 1999.

### 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 May 1, 2011, 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.

- a. Effective July 15, 1996, for all employees who are recalled from home for authorized ordered involuntary overtime work, the minimum guaranteed cash overtime payment shall be **two (2) hours**.
- b. For employees covered by Unit Agreements that expire March 31, 2000, subsection 9(a) shall be in effect from July 15, 1996 to March 31, 2000.
- c. For employees covered by Unit Agreements that expire December 31, 1999, subsection 9(a) shall be in effect from July 15, 1996 to December 31, 1999.

**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. The annual leave allowance for Employees shall accrue as follows:

Employees hired prior to January 1, 2006:

New hires	15 days
Beginning 6th Year	20 days
Beginning 8th Year	25 days
Beginning 15th Year	27 days

Employees hired on or after January 1, 2006:

New hires	13 days
Beginning 6th Year	18 days
Beginning 8th Year	23 days
Beginning 15th Year	25 days

## **Section 2.**

- a. 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.

- b. 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.
- c. 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 3.**

- 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 4.**

- 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 (1/2) or more work days for sick leave. Sick leave taken in units of less than one-half (1/2) work day shall be counted as "one time" on sick leave when the cumulative total of such sick leave amounts to one-half (1/2) 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 5.**

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

**Section 6.**

- 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 7.**

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 8.**

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

New Year's Day	January 1 <sup>st</sup>
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 <sup>th</sup>
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11 <sup>th</sup> (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 <sup>th</sup>

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- 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.

**Section 9. General Municipal Law 207-c**

The procedure attached to this agreement as Appendix A shall cover claims for line of duty injury benefits pursuant to Section 207-c of the General Municipal Law.

**Section 10.**

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 11.**

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 12.**

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 13.**

- 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.

The Commissioner of Labor Relations and the Commissioner of Citywide Administrative Services will recommend to the New York City Employee Health Benefits Program that retirees be permitted to add dependents to such retirees' coverage under the New York City Employee Health Benefits Program on the same terms and conditions as active employees.

**Section 6.**

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.

**Section 2.**

Effective May 1, 2011, 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.
- d. This Section shall not alter the provisions of any existing unit Agreement which contains a more beneficial procedure.

**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. The City shall continue to contribute the pro-rata amount of \$1,300 per annum for each full-time Employee for remittance to the New York City Deputy Sheriffs Association Security Benefits Fund pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel.

- b. Such payments shall be made pro-rata by the City each twenty-eight days.
- b. Employees who have been separated from service subsequent to June 30, 1970, and who were covered by the New York City Deputy Sheriffs Association Security Benefits Fund at the time of such separation pursuant to a separate agreement between the Employer and the New York City Deputy Sheriffs Association shall continue to be so covered, subject to the provisions of hereof, on the same contributory basis as incumbent employees. Contributions shall be made only for such times as said individuals remain primary beneficiaries of the New York City

Employee Health Benefits Program and are entitled to benefits paid for by the Employer through such Program or are retirees of the New York City Employee's Retirement System who have completed at least five (5) years of full-time service with the City.

### **Section 2.**

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

### **Section 3.**

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

### **Section 4.**

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

## **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.

### **Section 3. Performance Compensation**

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

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

## ARTICLE 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;
- c. 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;

The Grievance Procedure, except for grievances as defined in Sections 1d. 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. Grievances must cite the contractual provision which is alleged to have been violated and the remedy requested. 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. The Employee may also request an appointment to discuss the grievance and such request shall be granted. The person designated by the Employer to review or, upon the Employee's request, hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall reply 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. A copy of the grievance appeal shall be sent to the person who initially passed upon the grievance. The person designated to receive the appeal at this Step shall review the Grievance and shall issue a written reply 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 review the grievance and shall issue a determination in writing by the end of the tenth work day following the date on which the appeal was filed.

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

**STEP IV** - An appeal from an unsatisfactory determination at **STEP III** may be brought solely by the Union to the Office of Collective Bargaining for impartial arbitration within fifteen (15) work days of receipt of the **STEP III** determination. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance". The Employer shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accordance with the Consolidated Rules of the Office of Collective Bargaining. The costs and fees of such arbitration shall be borne equally by the Union and the Employer. The determination or award of the arbitrator shall be final and binding in accord with applicable law and shall not add to, subtract from or modify any contract, rule, regulation, written policy or order mentioned in Section 1 of this Article.

A transcript shall be taken of all arbitrations unless the taking of a transcript is waived by both parties. The costs of one (1) copy for each party and one (1) copy for the arbitrator of the transcripts shall be borne equally by the parties.

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

## Section 2.

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 3.

- a. Any grievance under Section 1d 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.
- d. 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 4.

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. All other grievances in process shall be dropped. If OLR determines that a grievance does not fall within this provision, the grievance shall be remanded to the agency for determination. Such determination by OLR shall not be subject to the grievance procedure.



**Section 5.**

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 6.**

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 7.**

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 8.**

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 9.**

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 10. 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 a mutual agreement by the parties. The following procedures shall apply:

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

- (1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 11 and notify the parties of proposed hearing dates for such cases.
- (2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) to raise any objections thereto.
- (3) If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any time prior to the scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of Disputes of the Office of Collective Bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.
- (4) No case shall be submitted to the expedited arbitration process without the mutual agreement of the parties.

**ii. CONDUCT OF HEARINGS:**

- (1) The presentation of the case, to the extent possible, shall be made in the narrative form. To the degree that witnesses are necessary, examination will be limited to questions of material fact and cross examination will be similarly limited. Submission of relevant documents, etc., will not be unreasonably limited and may be submitted as a "packet" exhibition.
- (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 a 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 or 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 all 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 - VDT OPERATORS**

### **Section 1. Applicability:**

Except as otherwise specifically indicated in this Article XVII, the terms "employee" and "employees" shall mean only a full-time worker who regularly and for continuous periods of time operate VDT terminals 20 hours or more per week.

### **Section 2. Alternative Work Break:**

Employees covered by this Article shall not be required to *continuously* operate a VDT terminal for more than two (2) consecutive hours without an assignment to alternative work of a visually less demanding nature for a period of not less than fifteen (15) minutes. Meal periods and any previously established rest periods shall count towards meeting the requirement for alternative work, but this provision shall not be construed as providing any additional non-work break time.

### **Section 3. Alternative Work:**

- a. Upon submission of proof satisfactory to the agency head or the agency head's designee that an employee covered by this Article is physically incapable of operating a VDT terminal due to injury, disability, or pregnancy, the Employer shall make every effort to assign such employee to appropriate, alternative duties in the same title for the period of such disability, provided that such temporary assignments shall not be required to exceed one year. 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 non-competitive examination offered pursuant to Rule 6.1.9. of the Personnel Rules and Regulations of the City of New York.

- b. If such an employee has ten (10) or more years 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.

#### **ARTICLE XVIII - 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 XIX - NO STRIKES**

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

#### **ARTICLE 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.

##### **Section 2.**

The 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.**

The 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**

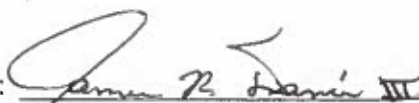
In the event that any provision of this Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

WHEREFORE, we have hereunto set our hands and seals this day of <sup>29th</sup> December, 2018

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

FOR NEW YORK CITY DEPUTY SHERIFFS ASSOCIATION:

BY:   
ROBERT W. LINN  
Commissioner of Labor Relations

By:   
JAMES R. DAVIS III  
President

APPROVED AS TO FORM:

BY:   
ERIC EICHENHOLTZ  
Acting Corporation Counsel


SUBMITTED TO THE FINANCIAL CONTROL BOARD: \_\_\_\_\_

UNIT: Deputy Sheriff, et al.

TERM: May 1, 2011 – April 30, 2018

OFFICE OF LABOR RELATIONS  
REGISTRATION  
OFFICIAL CONTRACT

NO: 19008 DATE: 12/28/2018



## **APPENDIX A – GML 207-c Procedure**

### **Section 1. Purpose**

The following procedure shall be utilized to make determinations in regard to benefits and/or light duty assignments authorized by Section 207-c of the General Municipal Law.

The term "employee", as used herein, shall include all Deputy Sheriffs and Supervising Deputy Sheriffs employed by the New York City Department of Finance ("DOF," or "Employer").

For purposes of this procedure and General Municipal Law 207-c, any reference to the Sheriff or the Sheriff's Office shall mean the Department of Finance.

### **Section 2. Notice of Disability**

An employee who alleges to be injured in the performance of duties shall file with DOF, within five (5) days of the incident causing such injury, a General Municipal Law 207-c application (hereinafter "Application"). All injuries incurred in the performance of duties must be reported by submission of such an application regardless of whether the officer lost time or received medical attention. If the employee is unable to file the application within five (5) days due to his or her injury, a representative may file the application on his or her behalf. If the severity of the injury prevents the filing of such application within five (5) days, the application shall be filed as soon as practicable.

In the event further medical verification is deemed necessary, the officer will submit to medical examination as directed by DOF as detailed in this procedure, including those detailed in Sections 4 and 5, below.

Employees shall continue to file worker's compensation claims as they did prior to establishment of this procedure, and continue to be subject to existing rules and regulations relating to worker's compensation.

### **Section 3. Status Pending Determination of Eligibility for Benefits**

- (a) In the event an employee asserts an inability to perform some or all of his or her duties due to an injury suffered in the performance of such duties, he or she shall be placed on sick leave until such time as it is determined whether he or she is eligible for the benefits of Section 207-c.
- (b) In the case of any employee who has no sick leave time accrued to his/her credit, DOF will advance sick leave for the purposes of this Section 3, until such time as a determination

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pursuant to Section 4, below, is made. In the event that the employee is denied 207-c eligibility and either the employee does not appeal this denial, or after appealing the denial, the denial of benefits is upheld, the employee will reimburse DOF in time or money for the sick leave time advanced.

- (c) In the event that an employee is found to be eligible for Section 207-c benefits, DOF will restore all sick leave used by the employee while the determination was pending.

#### **Section 4. Benefit Determinations**

An application for the benefits of Section 207-c of the General Municipal Law shall be processed in the following manner:

- (a) DOF shall receive the application for the benefits and, within one (1) month of receipt, the Commissioner or his designee shall make a determination as to whether the applicant was injured in the performance of duty and is unable to perform his or her regular duties by reason of such injury. If he so determines, DOF shall pay the full amount of the employee's regular salary or wages until the disability arising from the injury has ceased, the employee is able to return to his or her regular duties, the employee is assigned to light duty in accordance with this procedure, or benefits are otherwise discontinued pursuant to this procedure and GML 207-c.
- (b) The City will be responsible for the cost of any medical care associated with the injury of any employee granted 207-c benefits under this section. The employee shall submit any medical bills or requests for reimbursement of medical costs to the Worker's Compensation Division of the New York City Law Department.
- (c) In order to determine an employee's initial or continued eligibility for Section 207-c benefits, DOF may require the employee to submit to one or more medical examinations as may be necessary to determine the existence of a disability or illness and its extent. To resolve a question of initial or continued eligibility for the benefits, the Sheriff shall make a decision on the basis of medical evaluations and other information as may be available and/or as may be provided by the employee. An employee or his/her representative may produce any document, sworn statement, or other record relating to the alleged injury or sickness or the incident alleged to have caused such. DOF shall have the authority to order an independent medical examination by a physician of the employer's choosing; may at reasonable times and at reasonable notice, require the attendance of the employee or any witness to an incident to secure information; may require the employee to sign a release or waiver for information of his/her medical history; and may undertake any other reasonable act necessary for making a

determination pursuant to this procedure.

All medical examinations directed by DOF shall be at the expense of the Employer.

- (d) DOF may, at any time, review an employee's continued eligibility for Section 207-c benefits. In the event it is determined the employee is no longer eligible for continued Section 207-c benefits, DOF shall direct the employee to return to his or her regular assigned duties. If the employee refuses to do so, such benefits will be discontinued effective the date the employee was directed to report for duty.
- (e) The employee shall be notified in writing of any determination made concerning initial or continued eligibility for benefits. In the event an employee is denied initial or continued eligibility, he or she may request a hearing in accordance with the procedure set forth in Section 6 of this procedure.

### **Section 5. Assignment to Light Duty**

As authorized by the provisions of Subdivision 3 of Section 207-c, DOF, on its own initiative or at the request of the employee, may assign a disabled employee to a light duty assignment. Prior to making a light duty assignment, DOF shall advise the employee receiving benefits under Section 207-c that his/her ability to perform a light duty assignment is being reviewed. Such an employee may submit to DOF any document or other evidence in regard to the extent of his/her disability. DOF may cause a medical examination or examinations of the employee, to be made at the expense of the Employer. The physician selected shall be provided with the list of types of duties and activities associated with a proposed light duty assignment and shall make an evaluation as to the ability of the disabled employee to perform certain duties or activities, given the nature and extent of the disability. Upon review of the medical assessment of the employee's ability to perform a proposed light duty assignment and other pertinent information, DOF may order the employee to a light duty assignment consistent with medical opinion and such other information as he or she may possess. Pursuant to Section 207-c, if the employee refuses to perform the designated light duty assignment, his/her 207-c benefit shall be discontinued effective the date the employee was directed to report to perform the assigned light duties. If the employee wishes to challenge the discontinuance of benefits, he/she may do so pursuant to Section 6 below.

### **Section 6. Appeal of Adverse Determinations**

In the event that an employee disagrees with any determination regarding a proposed light duty assignment or the initial or continued eligibility for benefits, he or she shall submit a medical assessment to DOF indicating he or she is not medically able to perform his or her regular or assigned

light duties, and the following procedure shall apply:

- (a) DOF shall order an additional medical examination at the expense of the employer to determine if the employee is able to perform his or her regular or assigned light duties. The results of such examination shall be forwarded to both parties. Subsequent to receipt of the results of such examination, the parties shall meet to attempt to resolve the dispute.
- (b) In the event the matter is not resolved, the employee shall submit a request for a hearing to DOF. DOF shall appoint a hearing officer, who shall convene a hearing within fifteen (15) business days after receipt of the request for a hearing. The parties shall have the opportunity to present witnesses and documentary evidence.
- (c) Within fifteen (15) business days after the hearing, the hearing officer shall issue a written determination to the Commissioner or his designee, based upon the evidence presented at the hearing, recommending that the initial determination be affirmed or reversed. The medical opinion of the physician appointed pursuant to Section 6 (a) shall be controlling unless disproven by clear and convincing evidence.
- (d) The Commissioner or his designee shall, within five (5) business days of receipt, make a final determination regarding the eligibility of the employee for continued Section 207-c benefits.
- (e) In the event the union wishes to appeal the final determination under Section 6 (d), it may, within fifteen (15) business days of receipt of the determination, make an appeal to binding arbitration under Article VI of the Parties' Collective Bargaining Agreement. In such arbitration, the medical opinion of the physician appointed pursuant to Section 6 (a) shall be controlling unless disproven by clear and convincing evidence. This shall be the sole and exclusive means of appeal of determinations under Section 6 (d). The parties shall mutually agree upon a panel of arbitrators to hear disputes under this procedure.
- (f) Any time limits under this section may be modified by mutual agreement of the parties.

### **Section 7. Reasonable Requests**

Any employee who fails to abide by a reasonable request made pursuant to this procedure shall be deemed to have waived his/her right to such benefits until compliance with the request. If the employee wishes to challenge a decision made pursuant to this Section 7, he/she may do so pursuant to a hearing under Section 6, above.

**Section 8. Disability Retirement**

DOF may, at any time, submit to the New York City Employee Retirement System an application for disability retirement for an employee who is receiving Section 207-c benefits. In the event that a disability retirement is granted, benefits pursuant to Section 207-c and this procedure shall cease.

**Section 9. Continuation of Contract Benefits**

- (a) While on leave pursuant to Section 207-c for a period not exceeding eighteen (18) months, the employee shall be entitled to all contractually negotiated benefits, including leave accrual and annuity payments.
- (b) While on leave pursuant to Section 207-c for any period exceeding eighteen (18) months, the employee shall be entitled to payment of salary and longevity.

**Section 10. Outside Employment**

Section 207-c benefits are afforded to employees only when they act within the scope of their City employment and in discharge of official duties. Employees injured performing work for private employers, including employees injured while affecting an arrest in furtherance of the private employer's interest, will not receive Section 207-c benefits for such injuries.

**Section 11. Assignment of Judgment or Settlement**

An employee shall, as a condition of receiving benefits under this procedure, execute an assignment of the proceeds of any judgment or settlement in any third-party action arising from the injury, in the amount of the pay received pursuant to this procedure.