




# OFFICE OF LABOR RELATIONS

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*Director, Employee Benefits Program*

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES  
FROM: ROBERT W. LINN, COMMISSIONER   
SUBJECT: EXECUTED CONTRACT: AUTOMOTIVE SERVICE WORKER  
TERM: AUGUST 7, 2010 TO DECEMBER 6, 2017

Attached for your information and guidance is a copy of the executed contract entered into by the Commissioner of Labor Relations and Local 246, SEIU 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: June 1, 2018

OFFICE OF LABOR RELATIONS	
REGISTRATION	
OFFICIAL	CONTRACT
NO: 18004	DATE: June 1, 2018

Local 246, SEIU  
2010-2017 Automotive Service Worker Collective Bargaining Agreement  
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Local 246, SEIU  
2010- 2017 Automotive Service Worker Collective Bargaining Agreement

**COLLECTIVE BARGAINING AGREEMENT** entered into this 1 day of June, 2018 by and between the City of New York and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf and the **New York City Health and Hospitals Corporation** (hereinafter referred to jointly as the “**Employer**”), and **Local 246, Service Employees International Union, AFL-CIO** (hereinafter referred to as the “**Union**”), for the eighty-eight month period from August 7, 2010 through December 6, 2017.

**WITNESSETH:**

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

**NOW, THEREFORE**, it is mutually agreed as follows:

**ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION**

**Section 1.**

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

<u>Title Code</u>	<u>Title</u>
92501	Autobody Worker
92508	Automotive Service Worker Level I
92508	Automotive Service Worker Level II
05205, 91237	Oil Burner Specialist
92587	Marine Maintenance Mechanic Level I
92587	Marine Maintenance Mechanic 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, 1989, entitled "**Procedures for Orderly Payroll Check-Off of Union Dues and Agency Shop Fees**" or any other applicable Executive Order.
- 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 increases, general increases and any other salary adjustments, are based upon a normal work week of 40 hours, except for the titles Marine Maintenance Mechanic Level I and Level II, which are based upon a normal work week of 35 hours. 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.

**Hourly Rate** – 35 hour week basis – 1/1827 of the appropriate minimum basic salary.

**Section 2.**

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

**a. EFFECTIVE August 7, 2010**

<u>TITLE</u>	<u>i. Minimum (1) Hiring Rate*</u>	<u>Minimum (2) Incumbent Rate</u>	<u>ii. Maximum</u>
Autobody Worker	\$42,564	\$48,097	\$54,956
Automotive Service Worker**			
Level I	\$30,679	\$34,667	\$35,680
Level II	\$35,927	\$40,597	\$45,745
Oil Burner Specialist	\$43,812	\$49,508	\$59,404
Marine Maintenance Mechanic			
Level I	\$53,391	\$60,332	\$73,381
Level II	\$59,164	\$66,855	\$81,533

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

\*\* This title was revised pursuant to DCAS Resolution 12-08 dated March 7, 2012.

**EFFECTIVE August 7, 2010 (second year rate)**

<u>TITLE</u>	<u>i. Minimum (1) Hiring Rate*</u>	<u>Minimum (2) Incumbent Rate</u>	<u>ii. Maximum</u>
Autobody Worker	\$43,725	\$48,097	\$54,956
Automotive Service Worker**			
Level I	\$31,515	\$34,667	\$35,680
Level II	\$36,906	\$40,597	\$45,745
Oil Burner Specialist	\$45,007	\$49,508	\$59,404
Marine Maintenance Mechanic			
Level I	\$54,847	\$60,332	\$73,381
Level II	\$60,777	\$66,855	\$81,533

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

\*\* This title was revised pursuant to DCAS Resolution 12-08 dated March 7, 2012.

**b. EFFECTIVE February 7, 2012**

<u>TITLE</u>	<u>i. Minimum (1) Hiring Rate*</u>	<u>Minimum (2) Incumbent Rate</u>	<u>ii. Maximum</u>
Autobody Worker	\$42,989	\$48,578	\$55,506
Automotive Service Worker**			
Level I	\$30,986	\$35,014	\$36,037
Level II	\$36,286	\$41,003	\$46,202
Oil Burner Specialist	\$44,250	\$50,003	\$59,998
Marine Maintenance Mechanic			
Level I	\$53,925	\$60,935	\$74,115
Level II	\$59,756	\$67,524	\$82,348

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

\*\* This title was revised pursuant to DCAS Resolution 12-08 dated March 7, 2012.

**EFFECTIVE February 7, 2012 (second year rate)**

<u>TITLE</u>	<u>i. Minimum (1) Hiring Rate*</u>	<u>Minimum (2) Incumbent Rate</u>	<u>ii. Maximum</u>
Autobody Worker	\$44,162	\$48,578	\$55,506
Automotive Service Worker**			
Level I	\$31,831	\$35,014	\$36,037
Level II	\$37,275	\$41,003	\$46,202
Oil Burner Specialist	\$45,457	\$50,003	\$59,998
Marine Maintenance Mechanic			
Level I	\$55,395	\$60,935	\$74,115
Level II	\$61,385	\$67,524	\$82,348

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

\*\* This title was revised pursuant to DCAS Resolution 12-08 dated March 7, 2012.

**c. EFFECTIVE February 7, 2013**

<u>TITLE</u>	<u>i. Minimum (1) Hiring Rate*</u>	<u>Minimum (2) Incumbent Rate</u>	<u>ii. Maximum</u>
Autobody Worker	\$43,419	\$49,064	\$56,061
Automotive Service Worker**			
Level I	\$31,296	\$35,364	\$36,397
Level II	\$36,649	\$41,413	\$46,664
Oil Burner Specialist	\$44,693	\$50,503	\$60,598
Marine Maintenance Mechanic			
Level I	\$54,464	\$61,544	\$74,856
Level II	\$60,353	\$68,199	\$83,171

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

\*\* This title was revised pursuant to DCAS Resolution 12-08 dated March 7, 2012.

**EFFECTIVE February 7, 2013 (second year rate)**

<u>TITLE</u>	<u>i. Minimum (1) Hiring Rate*</u>	<u>Minimum (2) Incumbent Rate</u>	<u>ii. Maximum</u>
Autobody Worker	\$44,604	\$49,064	\$56,061
Automotive Service Worker**			
Level I	\$32,149	\$35,364	\$36,397
Level II	\$37,648	\$41,413	\$46,664
Oil Burner Specialist	\$45,912	\$50,503	\$60,598
Marine Maintenance Mechanic			
Level I	\$55,949	\$61,544	\$74,856
Level II	\$61,999	\$68,199	\$83,171

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

\*\* This title was revised pursuant to DCAS Resolution 12-08 dated March 7, 2012.

**d. EFFECTIVE February 7, 2014**

<u>TITLE</u>	<u>i. Minimum (1) Hiring Rate*</u>	<u>Minimum (2) Incumbent Rate</u>	<u>ii. Maximum</u>
Autobody Worker	\$43,854	\$49,555	\$56,622
Automotive Service Worker**			
Level I	\$31,609	\$35,718	\$36,761
Level II	\$37,015	\$41,827	\$47,131
Oil Burner Specialist	\$45,140	\$51,008	\$61,204
Marine Maintenance Mechanic			
Level I	\$55,008	\$62,159	\$75,605
Level II	\$60,957	\$68,881	\$84,003

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

\*\* This title was revised pursuant to DCAS Resolution 12-08 dated March 7, 2012.

**EFFECTIVE February 7, 2014 (second year rate)**

<u>TITLE</u>	<u>i. Minimum (1) Hiring Rate*</u>	<u>Minimum (2) Incumbent Rate</u>	<u>ii. Maximum</u>
Autobody Worker	\$45,050	\$49,555	\$56,622
Automotive Service Worker**			
Level I	\$32,471	\$35,718	\$36,761
Level II	\$38,025	\$41,827	\$47,131
Oil Burner Specialist	\$46,371	\$51,008	\$61,204
Marine Maintenance Mechanic			
Level I	\$56,508	\$62,159	\$75,605
Level II	\$62,619	\$68,881	\$84,003

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

\*\* This title was revised pursuant to DCAS Resolution 12-08 dated March 7, 2012.



**e. EFFECTIVE February 7, 2015**

<u>TITLE</u>	<u>i. Minimum (1) Hiring Rate*</u>	<u>Minimum (2) Incumbent Rate</u>	<u>ii. Maximum</u>
Autobody Worker	\$44,512	\$50,298	\$57,471
Automotive Service Worker**			
Level I	\$32,083	\$36,254	\$37,312
Level II	\$37,570	\$42,454	\$47,838
Oil Burner Specialist	\$45,817	\$51,773	\$62,122
Marine Maintenance Mechanic			
Level I	\$55,833	\$63,091	\$76,739
Level II	\$61,871	\$69,914	\$85,263

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

\*\* This title was revised pursuant to DCAS Resolution 12-08 dated March 7, 2012.

**EFFECTIVE February 7, 2015 (second year rate)**

<u>TITLE</u>	<u>i. Minimum (1) Hiring Rate*</u>	<u>Minimum (2) Incumbent Rate</u>	<u>ii. Maximum</u>
Autobody Worker	\$45,725	\$50,298	\$57,471
Automotive Service Worker**			
Level I	\$32,958	\$36,254	\$37,312
Level II	\$38,595	\$42,454	\$47,838
Oil Burner Specialist	\$47,066	\$51,773	\$62,122
Marine Maintenance Mechanic			
Level I	\$57,355	\$63,091	\$76,739
Level II	\$63,558	\$69,914	\$85,263

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

\*\* This title was revised pursuant to DCAS Resolution 12-08 dated March 7, 2012.

**f. EFFECTIVE February 7, 2016**

<u>TITLE</u>	<u>i. Minimum (1) Hiring Rate*</u>	<u>Minimum (2) Incumbent Rate</u>	<u>ii. Maximum</u>
Autobody Worker	\$45,624	\$51,555	\$58,908
Automotive Service Worker**			
Level I	\$32,885	\$37,160	\$38,245
Level II	\$38,509	\$43,515	\$49,034
Oil Burner Specialist	\$46,962	\$53,067	\$63,675
Marine Maintenance Mechanic			
Level I	\$57,228	\$64,668	\$78,657
Level II	\$63,418	\$71,662	\$87,395

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

\*\* This title was revised pursuant to DCAS Resolution 12-08 dated March 7, 2012.

**EFFECTIVE February 7, 2016 (second year rate)**

<u>TITLE</u>	<u>i. Minimum (1) Hiring Rate*</u>	<u>Minimum (2) Incumbent Rate</u>	<u>ii. Maximum</u>
Autobody Worker	\$46,868	\$51,555	\$58,908
Automotive Service Worker**			
Level I	\$33,782	\$37,160	\$38,245
Level II	\$39,559	\$43,515	\$49,034
Oil Burner Specialist	\$48,243	\$53,067	\$63,675
Marine Maintenance Mechanic			
Level I	\$58,789	\$64,668	\$78,657
Level II	\$65,147	\$71,662	\$87,395

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

\*\* This title was revised pursuant to DCAS Resolution 12-08 dated March 7, 2012.

**g. EFFECTIVE February 7, 2017**

<u>TITLE</u>	<u>i. Minimum (1) Hiring Rate*</u>	<u>Minimum (2) Incumbent Rate</u>	<u>ii. Maximum</u>
Autobody Worker	\$45,624	\$51,555	\$58,908
Automotive Service Worker**			
Level I	\$32,885	\$37,160	\$38,245
Level II	\$38,509	\$43,515	\$49,034
Oil Burner Specialist	\$46,962	\$53,067	\$63,675
Marine Maintenance Mechanic			
Level I	\$57,228	\$64,668	\$78,657
Level II	\$63,418	\$71,662	\$87,395

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

\*\* This title was revised pursuant to DCAS Resolution 12-08 dated March 7, 2012.

**EFFECTIVE February 7, 2017 (second year rate)**

<u>TITLE</u>	<u>i. Minimum (1) Hiring Rate*</u>	<u>Minimum (2) Incumbent Rate</u>	<u>ii. Maximum</u>
Autobody Worker	\$46,868	\$51,555	\$58,908
Automotive Service Worker**			
Level I	\$33,782	\$37,160	\$38,245
Level II	\$39,559	\$43,515	\$49,034
Oil Burner Specialist	\$48,243	\$53,067	\$63,675
Marine Maintenance Mechanic			
Level I	\$58,789	\$64,668	\$78,657
Level II	\$65,147	\$71,662	\$87,395

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

\*\* This title was revised pursuant to DCAS Resolution 12-08 dated March 7, 2012.

**Section 3. - Wage Increase:**

**A. General Wage Increases**

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

- (i) Effective February 7, 2012, employees shall receive a general increase of 1.00%.
- (ii) Effective February 7, 2013, employees shall receive a general increase of 1.00%.
- (iii) Effective February 7, 2014, employees shall receive a general increase of 1.00%.
- (iv) Effective February 7, 2015, employees shall receive a general increase of 1.50%.
- (v) Effective February 7, 2016, employees shall receive a general increase of 2.50%.
- (vi) Effective February 7, 2017, employees shall receive a general increase of 3.00%.
- (vii) Part-time per annum, per session, hourly paid and per diem employees (including seasonal appointees) and employees whose normal work year is less than a full calendar year shall receive the increases provided in Sections 3(A)(a)(i) through 3(A)(a)(vi) on the basis of computations heretofore utilized by the parties for all such Employees.

b. The general increases provided for in Section 3(A) shall be calculated as follows:

- (i) The general increase in Section 3(A)(a)(i) shall be based upon the base rates (which shall include salary or incremental schedules) of applicable titles in effect on February 6, 2012;
- (ii) The general increase in Section 3(A)(a)(ii) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on February 6, 2013 ;
- (iii) The general increase in Section 3(A)(a)(iii) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on February 6, 2014;
- (iv) The general increase in Section 3(A)(a)(iv) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on February 6, 2015;
- (v) The general increase in Section 3(A)(a)(v) shall be based upon the base rates (which

shall include salary or incremental schedules) of the applicable titles in effect on February 6, 2016; and

- (vi) The general increase in Section 3(A)(a)(vi) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on February 6, 2017.
- c. The general increases provided for in this Section 3(A)(a)(i) through 3(A)(a)(vi) shall be applied to the base rates, the minimum and maximum rates (including levels), if any, fixed for the applicable titles.
- d. The general increases provided for in this Section 3(A)(a)(i) through 3(A)(a)(iv) shall be payable as soon as practicable upon execution of the 2010-2018 Local 246 Memorandum of Agreement.
- e. The general increases provided for in this Section 3(A)(a)(v) shall be payable as soon as practicable after the effective date of such increases.
- f. The general increases provided for in this Section 3(A)(vi) shall be payable as soon as practicable upon the execution of this *Agreement*.

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

- a. The following provisions shall apply to Employees newly hired on or after May 1, 2005:
  - i. During the first year of service, the “appointment rate” for a newly hired employee shall be thirteen percent (13%) less than the applicable “incumbent minimum” for said title that is in effect on the date of such appointment as set forth in this *Agreement*.
  - ii. Upon completion of one (1) year of service such employees shall be paid ten percent (10%) less than the applicable “incumbent minimum” for the applicable title that is in effect on the one (1) year anniversary of their original date of appointment as set forth in this *Agreement*.
  - iii. Upon completion of two (2) years of service, such employees shall be paid the applicable “incumbent minimum” for the applicable title that is in effect on the two (2) year anniversary of their original date of appointment.
- b. For the purposes of Section 4(a), employees 1) who were in active pay status before May 1, 2005, and 2) who are affected by the following personnel actions after said date shall not be treated as “newly hired” employees and shall be entitled to receive the indicated minimum “incumbent rate” set forth in subsections 2(a)(i)(2), 2(b)(i)(2), 2(c)(i)(2), 2(d)(i)(2), 2(e)(i)(2), 2(f)(i)(2), and 2(g)(i)(2) of this Article III:

- i. Employees who return to active status from an approved leave of absence.
- ii. Employees in active status (whether full or part-time) appointed to permanent status from a civil service list, or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.
- iii. Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or who were subject to involuntary redeployment.
- iv. Provisional employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.
- v. Permanent employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.
- vi. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
- vii. A provisional employee who is appointed directly from one provisional appointment to another.

For employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor Relations is empowered to issue, on a case-by-case basis, interpretations concerning application of this Section 4. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in Article VI of this *Agreement*.

- c.
  - i. For a title subject to an incremental pay plan, the employee shall be paid the appropriate increment based upon the employee's length of service.
  - ii. Employees who change titles or levels before attaining two years of service will be treated in the new title or level as if they had been originally appointed to said title or level on their original hiring date.
- d. The First Deputy Commissioner of Labor Relations may, after notification to the affected union(s), exempt certain hard to recruit titles from the provisions of subsection 4(a).

#### **Section 5.**

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

#### **Section 6.**

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

**Section 7.**

A person permanently employed by the **Employer** who is appointed or promoted on a permanent, provisional, or temporary basis in accordance with the Rules and Regulations of the New York City Personnel Director or, where the Rules and Regulations of the New York City Personnel Director are not applicable to a public employer, such other Rules or Regulations as are applicable to the public employer, without a break in service to any of the following title(s) from another title in the direct line of promotion or from another title in the Career and Salary Plan, the minimum rate of which is exceeded by at least 8 percent by the minimum rate of the title to which appointed or promoted, shall receive upon the date of such appointment or promotion either the minimum basic salary for the title to which such appointment or promotion is made, or the salary received or receivable in the lower title plus the specified advancement increase, whichever is greater:

**Advancement Increase**

	Effective: <b><u>8/7/10</u></b>
<b><u>Title</u></b>	
Senior Automotive Service Worker	\$845

**Section 8.**

Employees with one year or more of service shall receive a service increment in the pro-rata amounts set below. Eligible employees shall begin to receive such pro-rata payments on their anniversary date. The pro-rata payments provided for in this section shall be deemed included in the base rate for all purposes.

**Service Increment**

Effective: **8/7/10**  
**\$170**

**Section 9. Annuity Fund**

a.

Effective August 7, 2010, contributions on behalf of covered employees shall continue to be remitted by the Employer to a mutually agreed upon annuity fund subject to the terms of a signed supplemental agreement approved by the Corporation Counsel.

- i. The employer shall pay into the fund on behalf of covered full-time per annum and full-time per diem employees, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each paid working day, in the applicable amount identified in Section 9(b) for each employee in full pay status in the prescribed twelve (12) month period.
- ii. For covered employees who work a compressed work week, the employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each set of paid working hours which equate to the daily number of hours that title is regularly scheduled to work, in the

applicable amount identified in Section 9(b) for each employee in full pay status in the prescribed twelve (12) month period.

- iii. For covered employees who work less than the number of hours for their full-time equivalent title, the employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution calculated against the number of hours associated with their full-time equivalent title, in the applicable amount identified in Section 9(b) for each employee in full pay status in the prescribed twelve (12) month period.
- iv. For those covered employees who are appointed on a seasonal basis, the employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each paid working day, in the applicable amount identified in Section 9(b) for each employee in full pay status in the prescribed twelve (12) month period.

**b.**

- i. Effective August 7, 2010, the contribution shall be \$4.93 for each paid working day, which amount shall not exceed \$1,287.85 per annum.
- ii. Effective February 7, 2017, the contribution shall be \$5.08 for each paid working day, which amount shall not exceed \$1,327 per annum.
- iii. Effective August 7, 2017, the contribution shall be \$5.42 for each paid working day, which amount shall not exceed \$1,415.74 per annum.

**c.** For the purpose of this Section 9 excluded from paid working days are all scheduled days off, all days in non-pay status, and all paid overtime. All days in non-pay status as used in this Section 9(b) shall be defined as including, but not limited to, the following:

- i. time on preferred or recall lists;
- ii. time on the following approved unpaid leaves:
  - (1) maternity/child care leave;
  - (2) military leave;
  - (3) unpaid time while on jury duty;
  - (4) unpaid leave for union business pursuant to Executive Order 75;
  - (5) unpaid leave pending workers compensation determination;
  - (6) unpaid leave while on workers compensation option 2;
  - (7) approved unpaid time off due to illness or exhaustion of paid sick leave;
  - (8) approved unpaid time off due to family illness; and
  - (9) other pre-approved leaves without pay;
- iii. time while on absence without leave;
- iv. time while on unapproved leave without pay; or
- v. time while on unpaid suspensions.



**Section 10. Longevity Differential**

a. Effective August 7, 2017, employees in the title of Autobody Worker (Title Code 92501) shall receive the following longevity differential based on years of service within the occupational group:

After 5 years of service	After 10 years of service
\$500	\$1,300

b. The longevity differentials set forth in this Article III, Section 10 shall not become part of the basic salary rate and shall not pensionable until they have been received by the employee for two years. The longevity shall be effective on the January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, or October 1<sup>st</sup> immediately following the employees anniversary date.

**Section 11. Ratification Bonus**

A lump sum cash payment in the amount of \$1,000, pro-rated for other than full time employees, shall be payable as soon as practicable upon ratification of the 2010-2018 Local 246 Memorandum of Agreement to those employees who are on payroll as of the date of ratification of the 2010-2018 Local 246 Memorandum of Agreement. The lump sum cash payment shall be pensionable, consistent with applicable law.

a. Full-time per annum and full-time per diem employees shall receive a pro-rata lump sum cash payment the computation of which shall be based on service during the period of July 1, 2014 through June 30, 2015.

b. Part-time per annum, part-time per diem (including seasonable 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.

c. 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.

d. For circumstances that were not anticipated by the parties, the First Deputy Commissioner of Labor Relations may elect to issue, on a case-by-case basis, interpretations concerning the application of this Article III, Section 11, as incorporated from Section 4 of the 2010-2018 Local 246 Memorandum of Agreement. Such case-by-case interpretations shall not be subject to any dispute resolution procedures as per past practice of the parties.

e. The lump sum cash payment pursuant to this Article III, Section 11, as incorporated from Section 4 of the 2010-2018 Local 246 Memorandum of Agreement, shall be payable as soon as practicable upon ratification of the 2010-2018 Local 246 Memorandum of Agreement.

## ARTICLE IV - WELFARE FUND

### Section 1.

- a. In accordance with the election by the **Union** pursuant to the provisions of Article XIII of the 1995-2001 Citywide Agreement as amended between the City of New York and related public employers and District Council 37, A.F.S.C.M.E., AFL-CIO, or its successor(s), the Welfare Fund provisions of that *Citywide Agreement* as amended or any successor(s) thereto shall apply to **employees** covered by this **Agreement**.
- b. When an election is made by the **Union** pursuant to the provisions of Article XIII, Section l(b), of the 1995-2001 Citywide Agreement as amended between the City of New York and related public employers and District Council 37, A.F.S.C.M.E., AFL-CIO, or any successor(s) thereto, the provisions of Article XIII, Section l(b) of the *Citywide Agreement* as amended or any successor(s) thereto, shall apply to **employees** covered by this **Agreement**, and when such election is made, the **Union** hereby waives its right to training, education and/or legal services contributions provided in this **Agreement**. In no case shall the single contribution provided in Article XIII, Section l(b) of the *Citywide Agreement* as amended or any successor(s) thereto, exceed the total amount that the **Union** would have been entitled to receive if the separate contributions had continued.

### Section 2.

The 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.

## ARTICLE V - MANAGEMENT RIGHTS

It is the right of the Employer to determine the standards of service to be offered by the agency; determine the standards of selection for employment; direct its employees; determine, establish and revise standards of acceptable employee performance; take disciplinary action; relieve its employees from duty because of lack of work or for any other legitimate reasons; maintain the efficiency of its operations; determine the methods, means and personnel by which its operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

## ARTICLE VI - GRIEVANCE PROCEDURE

### Section 1.

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

- a. A dispute concerning the application or interpretation of the terms of this **Collective Bargaining Agreement**;
- b. A claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the **Employer** applicable to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving the **Rules and Regulations of the New York City Civil Service Commission** or the **Rules and Regulations of the Health and Hospitals Corporation** with respect to those matters set forth in the first paragraph of **Section 7390.1 of the Unconsolidated Laws** shall not be subject to the grievance procedure or arbitration;
- c. A claimed assignment of **employees** to duties substantially different from those stated in their job specifications;
- d. A claimed improper holding of an open-competitive rather than a promotional examination;
- e. A claimed wrongful disciplinary action taken against a permanent **employee** covered by **Section 75(1) of the Civil Service Law** or a permanent **employee** covered by the **Rules and Regulations of the Health and Hospitals Corporation** upon whom the agency head has served written charges of incompetency or misconduct while the **employee** is serving in the **employee's** permanent title or which affects the **employee's** permanent status.
- f. Failure to serve written charges as required by Section 75 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation upon a permanent employee covered by Section 75 (1) of the Civil Service Law or a permanent competitive employee covered by the Rules and Regulations of the Health and Hospitals Corporation where any of the penalties (including a fine) set forth in Section 75 (3) of the Civil Service Law have been imposed.
- g. A claimed wrongful disciplinary action taken against an eligible provisional employee who has served without a break in service for two years in the same or similar title or related occupational group in the same agency on a full-time per annum or full-time per diem basis and has been assigned regularly to work the normal, full-time work week established for that title, consistent with all terms of the Provisional Due Process Agreement between the City and District Council 37.

### Section 2.

The Grievance Procedure, except for grievances as defined in Sections 1d and 1e of this Article,

shall be as follows:

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

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

**Step I** - The **employee** and/or the **Union** shall present the grievance verbally or 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. The person designated by the **Employer** to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall issue a reply in writing by the end of the third work day following the date of submission.

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

**STEP I(a)** - An appeal from an unsatisfactory determination at **Step I** shall be presented in writing to the person designated by the agency head for such purpose. 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 meet with the **employee** and/or the **Union** for review of 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 meet with the **employee** and/or the **Union** for review of the grievance and shall issue a determination in writing by the end of the tenth work day following the date on which the appeal was filed.

**STEP III** - An appeal from an unsatisfactory determination at **STEP II** shall be presented by the **employee** and/or the **Union** to the **Commissioner of Labor Relations** in writing within ten (10) work days of the receipt of the **STEP II** determination. 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.

### **Section 3.**

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

### **Section 4.**

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

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

If the **employee** is satisfied with the determination in **STEP A** above, the **employee** may choose

to accept such determination as an alternative to and in lieu of a determination made pursuant to the procedures provided for in **Section 75 of the Civil Service Law** or the **Rules and Regulations of the Health and Hospitals Corporation**. As a condition of accepting such determination, the employee shall sign a waiver of the employee's right to the procedures available to him or her under **Sections 75 and 76 of the Civil Service Law** or the **Rules and Regulations of the Health and Hospitals Corporation**.

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

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

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

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

## Section 5.

Any grievance of a general nature affecting a large number of **employees** and which concerns a claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this **Agreement** shall be filed at the option of the **Union** at **STEP III** of the grievance procedure, without resort to previous steps.

**Section 6.**

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

**Section 7.**

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

**Section 8.**

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

**Section 9.**

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

**Section 10.**

- a. Any grievance relating to a claimed improper holding of an open-competitive rather than a promotional examination shall be presented in writing by the **employee** or the **Union** representative to the **Commissioner of Labor Relations** not later than thirty (30) days after the notice of the intention to conduct such open-competitive examination, or copy of the appointing officer's request for such open-competitive examination, as the case may be, has been posted in accordance with **Section 51 of the Civil Service Law**. The grievance shall be considered and passed upon within ten (10) days after its presentation. The determination shall be in writing, copies of which shall be transmitted to both parties to the grievance upon issuance.
- b. A grievance relating to the use of an open-competitive rather than a promotional examination which is unresolved by the **Commissioner of Labor Relations** may be brought to impartial arbitration as provided in Sections 2 and 3 above. Such a grievance shall be presented by the **Union**, in writing, for arbitration within 15 days of the presentation of such grievance to the **Commissioner of Labor Relations**, and the arbitrator shall decide such grievance within 75 days of its presentation of such grievance to the **Commissioner of Labor Relations**, and the arbitrator shall send a copy of such request to

the other party. The costs and fees of such arbitration shall be borne equally by the **Employer** and the **Union**.

**Section 11.**

A non-Mayoral agency not covered by this **Agreement** but which employs **employees** in titles identical to those certified by this contract may elect to permit the **Union** to appeal an unsatisfactory decision received at the last step of its Grievance Procedure prior to arbitration on fiscal matters only to the **Commissioner of Labor Relations**. If such election is made, the **Union** shall present its appeal to the **Commissioner of Labor Relations** in writing within ten (10) work days of the receipt of the last step determination. Copies of such appeals shall be sent to the agency head. The **Commissioner of Labor Relations**, or the **Commissioner's** designee, shall review all such appeals and answer all such appeals within ten (10) work days. An appeal from a determination of the **Commissioner of Labor Relations** may be taken to arbitration under procedures, if any, applicable to the non-Mayoral agency involved.

**Section 12.**

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

**Section 13. Expedited Arbitration Procedure**

- a. The parties agree that there is a need for an expedited arbitration process which would allow for the prompt adjudication of grievances as set forth below.
- b. The parties voluntarily agree to submit matters to final and binding arbitration pursuant to the New York City Collective Bargaining Law and under the jurisdiction of the Office of Collective Bargaining. An arbitrator or panel of arbitrators, as agreed to by the parties, will act as the arbitrator of any issue submitted under the expedited procedure herein.
- c. The selection of those matters which will be submitted shall include, but not be limited to, out-of-title cases concerning all titles, disciplinary cases wherein the proposed penalty is a monetary fine of one week or less or written reprimand, and other cases pursuant to mutual agreement by the parties. The following procedures shall apply:
  - i. **SELECTION AND SCHEDULING OF CASES:**
    - (1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this



Section 13 and notify the parties of proposed hearing dates for such cases.

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

ii. CONDUCT OF HEARINGS

- (1) The presentation of the case, to the extent possible, shall be made in the narrative form. To the degree that witnesses are necessary, examination will be limited to questions of material fact and cross examination will be similarly limited. Submission of relevant documents, etc., will not be unreasonably limited and may be submitted as a "packet" exhibit.
- (2) In the event either party is unable to proceed with hearing a particular case, the case shall be rescheduled. However, only one adjournment shall be permitted. In the event that either party is unable to proceed on a second occasion, a default judgment may be entered against the adjourning party at the Arbitrator's discretion absent good cause shown.
- (3) The Arbitrator shall not be precluded from attempting to assist the parties in settling a particular case.
- (4) A decision will be issued by the Arbitrator within two weeks. It will not be necessary in the Award to recount any of the facts presented. However, a brief explanation of the Arbitrator's rationale may be included. Bench decisions may also be issued by the Arbitrator.
- (5) Decisions in this expedited procedure shall not be considered as precedent for any other case nor entered into evidence in any other forum or dispute except to enforce the Arbitrator's award.
- (6) The parties shall, whenever possible, exchange any documents intended to

be offered in evidence at least one week in advance of the first hearing date and shall endeavor to stipulate to the issue in advance of the hearing date.

## ARTICLE VII - UNION ACTIVITY

### Section 1.

Time spent by Union Officials and 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. No employee shall otherwise engage in union activities during the time he/she is assigned to his/her regular duties.

### Section 2.

The Employer agrees not to discriminate in any way against any employee for union activity, but such activity shall not be carried on during working hours or in working areas.

### Section 3.

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

## ARTICLE VIII - NO STRIKES

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

## ARTICLE IX - OVERTIME

### Section 1.

All overtime shall, as far as practicable, be distributed equitably among the employees in each work area within a department.

### Section 2.

The designation of work areas for the purposes of overtime shall be made by each department.

### Section 3.

Overtime records in each department may be available for inspection by a duly authorized officer of the Union.

### Section 4.

Whenever possible, officers of the Union will be notified of the distribution of overtime.

**Section 5.**

An employee directed to return to work after completing a shift shall be guaranteed a minimum of two (2) hours of work.

**ARTICLE X - TRANSFERS**

**Section 1.**

The term “transfer” shall mean the reassigning of an employee from one “geographic location” to another. For purposes of the Article, the parties shall define “geographic location” as it applies to the Department of Sanitation, the Police Department and the Fire Department.

**Section 2.**

With the exception of temporary transfers, voluntary transfers from one geographic location to another shall be made on the basis of seniority in title, work performance, attendance record, disciplinary record, as well as the qualifications to perform the specific work.

**Section 3.**

With the exception of temporary transfers, involuntary transfers from one geographic location to another shall be made on the basis of least seniority in title, providing the remaining personnel have the ability and qualifications to perform the required work.

**Section 4.**

Temporary transfers shall be limited to a period of not more than thirty (30) calendar days. Effective January 1, 2018, involuntary temporary transfers shall be limited to no more than two (2) per employee in a calendar year.

**Section 5.**

With the exception of temporary transfers, all vacancies that the Employer has decided to fill shall be posted on a department bulletin board five (5) working days in advance of the effective date prior to filling except when such vacancies are to be filled in an emergency. (With respect to the Department of Sanitation, the posting period as set forth in this Section, shall be for ten (10) working days and shall apply to transfers between zones only).

**Section 6.**

In the event that the Employer subsequently hires employees, an employee who was involuntarily transferred pursuant to Section 3 of this Article, has the right within one year and without a bid to return to the work location from which he was transferred before any other employee can be placed in that work location.

**Section 7.**

With the exception of temporary transfers, an opening from which an employee is transferred and its resulting vacancy, if any, may be processed in accordance with Section two (2) and three (3) of this Article. Further transfers resulting from the aforementioned vacancy shall be exempt from this Article VI, and filled in the manner set forth in Section three (3) of this Article.

## ARTICLE XI - BULLETIN BOARDS AND NOTICES

### Section 1.

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. The minimum space to be provided on any such bulletin board shall be sufficient for a document on paper size "8-1/2 x 13".

### Section 2.

Notices or announcements shall not contain anything political or controversial or anything reflecting upon the Employer, any of its employees, or any labor organization among its employees and no material, notices or announcements which violate the provisions of this Section shall be posted. A violation of this Section which continued after notice to the Union shall result in revocation of the rights and privileges contained in this Article XI.

### Section 3.

The Union shall be given copies of all notices which pertain to the employees and which a department has decided to post or otherwise publicize within the department.

## ARTICLE XII - WORKING CONDITIONS

### Section 1.

Where practicable a minimum temperature of 50 degrees Fahrenheit shall be maintained in all indoor areas where employees are directed to work, wash up, and dress.

### Section 2.

Where practicable, areas not exclusively used for repairs and in which traffic is allowed, shall be segregated for employees when they are required to work in said areas. Such segregated areas shall have warning devices such as signs, lights and other safety equipment to prevent accidental entrance of vehicles.

### Section 3.

The Employer shall make all reasonable efforts to provide employees with sanitary washing and toilet facilities, including hot and cold running water, toilet paper, paper towels, proper lighting and ventilation.

### Section 4.

An ample supply of potable drinking water shall be available to all employees in their respective work locations.

### Section 5.

Adequate locker space shall be provided for each employee.

**Section 6.**

All vehicles shall be reasonably free of debris, human waste, insects, animals and other such waste which would lead to an unhealthy and unsafe condition before employees shall be required to work on them.

**Section 7.**

All employee work areas shall be properly ventilated in order to prevent the collection of noxious, explosive or other dangerous fumes.

**Section 8.**

The May 5, 2014 Letter Agreement regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee, will be attached as an Appendix, and is deemed to be part of this Agreement.

**Section 9.**

The City agrees to take all necessary steps to safeguard all tools and tool cabinets, brought on its property by the members of Local 246, SEIU, in the titles covered by this agreement.

To the extent that there are issues at agencies and/or facilities regarding the appropriate safeguarding of personal equipment, the parties shall form a joint labor-management committee to quickly address those concerns.

This Section 9 shall not be construed to change any existing policies, practices, or procedures relating to Local 246 members bringing their own tools into the workplace.

**ARTICLE XIII - LABOR-MANAGEMENT COMMITTEE**

**Section 1.**

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

**Section 2.**

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

**Section 3.**

Each labor-management committee shall consist of six members who shall serve for the term of this **Agreement**. The **Union** shall designate three members and the agency head shall designate three members. Vacancies shall be filled by the appointing party for the balance of the term to be served. Each member may designate one alternate. Each committee shall select a chairperson from

among its members at each meeting. The chairperson ship of each committee shall alternate between the members designated by the agency head and the members designated by the **Union**. 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 XIV - SAFETY**

**Section 1.**

Adequate, clean, structurally safe and sanitary working facilities shall be provided for all employees covered by this Agreement.

**Section 2.**

All alleged unsafe conditions not acted upon expeditiously may become the subject of a grievance.

**Section 3:**

In construing Articles XII and XIV, an arbitrator shall initially have the power only to decide whether the subject facilities meet the standards of Section 1 of this Article XIV but may not affirmatively direct how the Employer should comply with Section 1. If the arbitrator determines that the Employer is in violation of that Section, the Employer shall take appropriate steps to remedy the violation. If in the opinion of the Union the Employer does not achieve compliance within a reasonable period of time, the Union may reassert its claim to the arbitrator. Upon such second submission if the arbitrator finds that the Employer has had a reasonable time to comply with the terms of this Section and has failed to do so, then and only then, the arbitrator may order the Employer to follow a particular course of action which will effectuate compliance with the terms of Section 1. However, such a remedy shall not exceed appropriations available in the current budget allocation for the involved agency for such purposes.

**ARTICLE XV - BARGAINING BAR DURING TERM OF AGREEMENT**

**Section 1.**

The parties acknowledge that they have raised and negotiated in good faith concerning all mandatory subjects of collective bargaining. The parties acknowledge that when a successor agreement to this collective bargaining agreement is fully executed, including all required approvals, such successor agreement shall supersede this Agreement. A dispute concerning the application or interpretation of the terms of this economic collective bargaining agreement shall be subject to the Grievance Procedure of this Agreement. Except for the foregoing, the terms of this collective bargaining agreement represent the entire agreement of the parties. All subjects, not provided for herein, were disposed of in the course of negotiations; and the parties, accordingly, acknowledge that there remains no further duty to bargain concerning them unless consented to in writing.

**Section 2.**

Nothing herein shall authorize or require collective bargaining between the parties during the term of this Agreement, except that the parties may mutually agree in writing to engage in collective bargaining where (a) the matter was not specifically covered by the agreement or raised as an issue during the negotiations out of which such agreement arose and (b) there shall have arisen a significant change in circumstances with respect to such matter which could not reasonably have been anticipated by both parties at the time of the conclusion of negotiations.

**Section 3.**

There shall be no resumption of negotiations during the term of an agreement upon the claim that the agreement is not consummated or not executed or that one of the parties promised to resume negotiations on any particular matter unless such claim is substantiated by a written document signed by the party against whom the claim is made.

**Section 4.**

This contract expresses all agreements and understandings between the parties and no other agreements, understanding or practice shall be of any force or effect.

**ARTICLE XVI - PERSONNEL AND PAY PRACTICES**

In the scheduling of vacations for employees, subject to the vacation policy and procedures of the employer, the employer agrees that vacation picks for employees covered by this Agreement shall be, by seniority in the employee's Civil Service Title.

**ARTICLE XVII - 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 XVIII - APPENDICES**

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

**ARTICLE XIX - SAVINGS CLAUSE**

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

## ARTICLE XX - CITYWIDE ISSUES

This Agreement is subject to the provisions, terms and conditions of the Agreement which has been or may be negotiated between the City and the Union recognized as the exclusive collective bargaining representative on Citywide matters which must be uniform for specified employees, including the employees covered by this Agreement.

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

## ARTICLE XXI - 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.



WHEREFORE, we have hereunto set our hands and seals this 1 day of <sup>June</sup> 2018.

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

FOR LOCAL 246, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO

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

BY: [Signature]  
JOSEPH A. COLANGELO  
President

FOR THE NEW YORK CITY HEALTH AND HOSPITALS CORPORATION

BY: [Signature]  
ANDREA G. COHEN  
Vice President for Labor Relations

APPROVED AS TO FORM:

BY: [Signature]  
ERIC EICHENHOLTZ  
Acting Corporation Counsel

CERTIFIED TO THE FINANCIAL CONTROL BOARD:

DATE: June 1, 2018

UNIT: Automotive Service Worker

TERM: August 7, 2010 through December 6, 2017

OFFICE OF LABOR RELATIONS  
REGISTRATION  
OFFICIAL CONTRACT



NO: 18004  
DATE: June 1, 2018

18004



# OFFICE OF LABOR RELATIONS

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

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

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

June 1, 2018

Mr. Joseph A. Colangelo  
President  
Local 246, SEIU  
217 Broadway - Room 501  
New York, New York 10007

**RE: 2010-2017 Auto Service Worker Agreement**

Dear Mr. Colangelo:

Pursuant to Article IX, Section I of the labor agreement between the parties dated for the duration of the term of said agreement, the term "Geographic Location" shall have the following meaning in the following administrations and/or departments.

In the Sanitation Department the term geographic location shall mean a "zone", i.e., a borough shop and its satellite garages.

The borough shops and satellite garages are presently designated as follows:

Manhattan Command

Borough Shop, M1, M2, M3, M3A, M4, M4A, M5, M6, M7, M8, M8A, M9, M10, M11, M12,  
Manhattan Lot Cleaning

Bronx Command

Borough Shop, BX1, BX2, BX3, BX3A, BX4, BX5, BX6, BX6A, BX7, BX8, BX9, BX10, BX11,  
BX12, Bronx Lot Cleaning

Queens Command

Queens North Borough Shop, BKN1, BKN2, BKN3, BKN4, BKW6, BKSA, QW1, QW2, QW3,  
QW4, QW5, QW5A, QW6, QN7, QN7A, QW9, QN11B, QN13A, Enforcement.

Cioffe Command

Cioffe Borough Shop, BKN5, BKS7, BKN8, BKS9, BKS10, BKS11, BKS12, BKS13, BKS14,  
BKS15, BKS15A, BKS16, BKS17, BKS18, BK Lot Cleaning, Derelict Vehicle Operations,  
QN8, QN10, QN12, QS13, QS14.

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Richmond Command

Richmond Borough Shop, R1, R2, R3, Transfer Station and Plant 1

Central Repair Shop - 5th Floor Operations

Special Chassis Shop, Forge Shop, Body Shop and Passenger Car Shop.

Central Repair Shop - 4th Floor Operations

Major Component Shop, Minor Component Shop, Motor Room and Machine Shop.

In the Police Department "geographic locations" shall be co-extensions with the following subgroups:

1. All shops within the borough of the Bronx.
2. All shops within the borough of Manhattan.
3. All shops within the borough of Brooklyn.
4. All shops within the borough of Staten Island.
5. The Central Repair Shop in Queens.
6. All other shops in the borough of Queens.

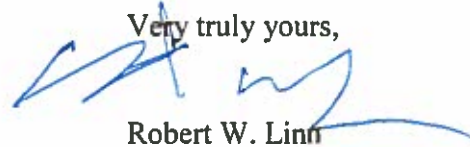
For the Fire Department "Geographic Locations" shall include:

35th Street (Fire), Pumper Section, Chiefs Cars, Ladder Section, Machine Shop, Electrical Shop, Randalls Island Preventive Maintenance, Tire Shop.

58th Street (EMS), Support Shop, Ambulance Shop, Body Repair Section,  
Satellite Shops:

1. Coney Island
2. Seaview
3. Gouverneur
4. Jacobi
5. Randalls Island

Very truly yours,



Robert W. Linn

**AGREED AND ACCEPTED ON BEHALF OF  
Local 246**

BY:



JOSEPH A. COLANGELO



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40 Rector Street, New York, N.Y. 10006-1705  
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ROBERT W. LINN  
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*First Deputy Commissioner*

CLAIRE LEVITT  
*Deputy Commissioner  
Health Care Cost Management*

MAYRA E. BELL  
*General Counsel*

GEORGETTE GESTELY  
*Director, Employee Benefits Program*

June 1, 2018

Mr. Joseph A. Colangelo  
President  
Local 246, SEIU  
217 Broadway - Room 501  
New York, New York 10007

## Re: 2010-2017 Auto Service Worker Agreement

Dear Mr. Colangelo:

This is to confirm certain mutual understandings and agreements regarding the above captioned Agreement.

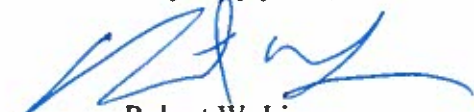
For the purposes of Article III Section 4(b)(i), "approved leave" is further defined to include:

- a. maternity/childcare leave
- b. military leave
- c. unpaid time while on jury duty
- d. unpaid leave for union business pursuant to Executive Order 75
- e. unpaid leave pending workers' compensation determination
- f. unpaid leave while on workers' compensation option 2
- g. approved unpaid time off due to illness or exhaustion of paid sick leave
- h. approved unpaid time off due to family illness
- i. other pre-approved leaves without pay

18004

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

Very truly yours,



Robert W. Linn

**AGREED AND ACCEPTED ON BEHALF OF  
Local 246**

BY:   
JOSEPH A. COLANGELO



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June 1, 2018

Mr. Joseph A. Colangelo  
President  
Local 246, SEIU  
217 Broadway - Room 501  
New York, New York 10007

## Re: 2010-2017 Auto Service Worker Agreement

Dear Mr. Colangelo:

This is to confirm the understanding of the parties that nothing in this agreement shall preclude the parties from their continuing discussions to identify, review, recommend, and develop initiatives that will generate workplace savings, maximize the potential of the City workforce, and ensure the provision of essential services, while at the same time providing increased compensation for the workforce. These discussions may include proposals related to the use of personal equipment to increase worker productivity and efficiency. Any claim that either party has of enforcement of a mutually agreed upon savings proposal shall be submitted to an expedited arbitration panel with the assistance of the Office of Collective Bargaining. The expedited arbitration panel shall not be used to decide the substance, merit, or value of either of the parties' specific savings proposals.

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

Very truly yours,

Robert W. Linn

**AGREED AND ACCEPTED ON BEHALF OF LOCAL 246**

BY:

  
JOSEPH A. COLANGELO

18004



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*Director, Employee Benefits Program*

June 1, 2018

Mr. Joseph A. Colangelo  
President  
Local 246, SEIU  
217 Broadway - Room 501  
New York, New York 10007

## Re: 2010-2017 Auto Service Worker Agreement

Dear Mr. Colangelo:

This is to confirm the understanding of the parties that, pursuant to the 2002-2005 agreement between the parties, Lincoln's Birthday shall continue to be a regular holiday with pay for employees covered by the above-referenced agreement.

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

Very truly yours,

Robert W. Linn

**AGREED AND ACCEPTED ON BEHALF OF LOCAL 246**

BY:   
JOSEPH A. COLANGELO

18004