

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

**JAMES F. HANLEY**  
Commissioner

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES

FROM: JAMES F. HANLEY, COMMISSIONER

SUBJECT: EXECUTED CONTRACT: Blue Collar "A" and "B"

TERM: MARCH 3, 2008 – MARCH 2, 2010

Attached for your information and guidance is a copy of the executed contract entered into by the Commissioner of Labor Relations on behalf of the City of New York and District Council 37 on behalf of the incumbents of positions listed in Article I of said contract.

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

DATED: *March 30, 2012*

OFFICE OF LABOR RELATIONS REGISTRATION	
OFFICIAL	CONTRACT
NO: 12002	DATE: <i>March 30, 2012</i>

**2008 – 2010  
BLUE COLLAR AGREEMENT**

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**2008 – 2010 BLUE COLLAR AGREEMENT**

**AGREEMENT** entered into this <sup>th</sup> 30 day of *March* 2012, 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 **District Council 37, AFSCME, AFL-CIO** (hereinafter referred to as the “Union”), for the twenty-four (24) month period from March 3, 2008 to March 2, 2010.

**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):

**UNIT A (Supervisory)**

<b><u>TITLE</u></b>	<b><u>TITLE CODE NUMBER</u></b>
Area Supervisor (Highway Maintenance)	
Level I, II	91352
Assistant Maintenance Supervisor	80682
Assistant Park Director *	81205
Assistant Principal Custodial Supervisor	80560
Associate Urban Park Ranger	60422
Borough Supervisor (including specialties)	91340,91351
Crew Chief (Pest Control)	90501
Custodial Supervisor	80510
District Supervisor (Water & Sewer Systems)	91309
District Supervisor (including specialties)	91325,27, 91337
Foreman of Gardeners	81335
General Park Foreman *	81135

<u>TITLE</u>	<u>TITLE CODE NUMBER</u>
Horticulturist *	81360
Maintenance Supervisor	80684
Park Supervisor	81111
Principal Custodial Supervisor	80561
Principal Park Supervisor	81112
Regional Director (Bureau of Pest Control)	31271
Senior Crew Chief (Pest Control)	90502
Senior Custodial Supervisor	80535
Senior Supervisor (Exterminators)	90560
Supervising Maintainer (OTB)	03857
Supervising Parking Meter Service Worker	41113
Supervisor	91310
Supervisor (Exterminators)	90535
Supervisor (Watershed Maintenance)	91314
Supervisor (Water & Sewer Systems)	91308
Supervisor of Gardeners	002720
Supervisor of Radio Repair Operations	90760, 907600
Supervisor Pest Control	90505

\* For Incumbents Only

### UNIT B (Non-Supervisory)

<u>TITLE</u>	<u>TITLE CODE NUMBER</u>
Apprentice (Construction Laborer)	90748
Assistant Highway Repairer	92403
Assistant City Highway Repairer	90692
Assistant Gardener	81309
Assistant Maintainer (OTB)	05523
Assistant Printing Press Operator	92122, 921220
Associate Park Service Worker	81106
Attendant	81710
Attendant Guard	03845
City Attendant	90647
City Custodial Assistant	90644, 906440
City Debris Remover	90699
City Elevator Operator	90648
City Parking Meter Equipment Worker	90642
City Park Worker	90641
City Pest Control Aide	90643
City Security Aide	90650
Climber & Pruner	81303
Curator of Jumel Mansion	81709
Custodial Assistant (incl. OTB)	05595, 82015, 12, 18, 820150

<u>TITLE</u>	<u>TITLE CODE NUMBER</u>
Elevator Operator	80910, 809100
Exterminator	90510,02, 905100
Gardener	81310, 002710
Laborer (City Rent)	41288
Lead Abatement Worker	31311
Lock Technician (OTB)	05665
Lock Technician Trainee (OTB)	05726
Maintainer (OTB)	03786
Park Service Worker	81105
Pest Control Aide	90500
Police Attendant	90201
Security Coordinator (OTB)	05763
Security Specialist (OTB)	03894
Senior Attendant Guard (OTB)	03846
Telephone Service Technician	92590
Traffic Device Maintainer	90910
Urban Park Ranger	60421
Watch Person	81010, 810100
Water Plant Operator	91010
Watershed Maintainer	91011

**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 40 hours in all agencies except the Health and Hospitals Corporation in which such provisions shall be based upon a work week of 37-1/2 hours and the Off-Track Betting Corporation in which such provisions shall be based upon the normal work week listed in the *Off-Track Betting Corporation Working Conditions Agreement*. In accordance with Article IX, Section 24 of the 1995-2001 Citywide Agreement, an Employee who works on a full-time, per-diem basis shall receive their base salary (including salary increment schedules) and/or additions-to-gross payment in the same manner as a full-time, per-annum employee. An Employee who works on a part-time per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such employee and the number of hours in the said normal work week, unless otherwise specified.

#### Classes of Positions with a 35 Hour Normal Work Week:

Assistant Maintenance Supervisor  
Assistant Printing Press Operator  
City Pest Control Aide  
Crew Chief (Pest Control)  
Exterminator  
Pest Control Aide  
Regional Director (Bureau of Pest Control)  
Senior Crew Chief (Pest Control)  
Senior Supervisor (Exterminators)  
Supervisor (Exterminators)  
Telephone Service Technician  
Urban Park Ranger

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.
- 37-1/2 hour week basis - 1/1957 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) shall be subject to the following specified salary(ies), salary adjustment(s), and/or salary range(s):

**a. Effective March 3, 2008**

**UNIT A - SUPERVISORY BLUE COLLAR**

	Increment	i. Minimum		ii. Maximum
		(1) Hiring Rate***	(2) Incumbent Rate	
Area Supervisor (Highway Maint.) Level I				
Hiring rate		\$55,241	\$63,527	Flat Rate
after 1 year		\$56,097	\$64,512	Flat Rate
after 2 years			\$65,493	Flat Rate
after 3 years			\$66,480	Flat Rate
Guaranteed rate for special supervision			\$69,368	Flat Rate
Area Supervisor (Highway Maint.) Level II				
hiring rate		\$61,331	\$70,531	Flat Rate
after 1 year		\$62,344	\$71,696	Flat Rate
after 2 years			\$72,979	Flat Rate
after 3 years			\$74,203	Flat Rate
Guaranteed rate for special supervision			\$77,090	Flat Rate
Assistant Maintenance Supervisor		\$35,983	\$41,381	\$56,179
Assistant Park Director *, ##				
hiring rate		\$62,973	\$72,419	
after 1 year		\$64,035	\$73,640	
after 2 years			\$74,865	
after 3 years			\$76,094	
Assistant Principal Custodial Supervisor		\$34,114	\$39,231	\$53,871
Associate Urban Park Ranger **		\$42,249	\$48,586	\$48,586
Borough Supervisor ###,###, +				
hiring rate		\$61,331	\$70,531	
after 1 year		\$62,395	\$71,754	
after 2 years			\$72,979	
after 3 years			\$74,203	
Guaranteed rate for special supervision			\$77,090	
Crew Chief (Pest Control)		\$27,497	\$31,622	\$36,921

Custodial Supervisor (incl. specs)	\$28,163	\$32,387	\$42,147
Dist. Sup.(Wat. & Sew. Syst.) ##,###, +			
hiring rate	\$55,791	\$64,160	
after 1 year	\$56,649	\$65,146	
after 2 years		\$66,124	
after 3 years		\$67,111	
Guaranteed rate for special supervision		\$69,994	
Dist. Supervisor(Watershed Maint.)##,###, +			
hiring rate	\$55,791	\$64,160	
after 1 year	\$56,649	\$65,146	
after 2 years		\$66,124	
after 3 years		\$67,111	
Guaranteed rate for special supervision		\$69,994	
Dist. Supervisor ##,###, +			
hiring rate	\$55,241	\$63,527	
after 1 year	\$56,097	\$64,512	
after 2 years		\$65,493	
after 3 years		\$66,480	
Guaranteed rate for special supervision		\$69,368	
Foreman of Gardeners ##			
hiring rate	\$50,649	\$58,246	
after 1 year	\$51,339	\$59,040	
after 2 years		\$59,834	
after 3 years		\$60,628	
General Park Foreman *, ##			
hiring rate	\$55,241	\$63,527	
after 1 year	\$56,097	\$64,512	
after 2 years		\$65,493	
after 3 years		\$66,480	
Horticulturist *, ##			
hiring rate	\$62,973	\$72,419	
after 1 year	\$64,035	\$73,640	
after 2 years		\$74,865	
after 3 years		\$76,094	
Maintenance Supervisor	\$38,540	\$44,321	\$61,030
Park Supervisor ##, @, Level I			
hiring rate	\$51,243	\$58,930	
after 1 year	\$51,937	\$59,727	
after 2 years		\$60,519	
after 3 years		\$61,315	
Park Supervisor ##, @, Level II			
hiring rate	\$58,162	\$66,886	
after 1 year	\$59,015	\$67,867	
after 2 years		\$68,850	
after 3 years		\$69,839	
Principal Custodial Supervisor	\$47,524	\$54,653	\$65,788
Principal Park Supervisor ##, +++			
hiring rate	\$58,162	\$66,886	
after 1 year	\$59,015	\$67,867	
after 2 years		\$68,850	
after 3 years		\$69,839	
Regional Director (Bureau of Pest Control)	\$52,526	\$60,405	\$69,396
Senior Crew Chief (Pest Control)	\$32,316	\$37,163	\$45,120
Senior Custodial Supervisor	\$30,368	\$34,923	\$46,196



Senior Supervisor (Exterminators)		\$33,468	\$38,488	\$41,504
Supervising Maintainer (OTB)				
Supervising Parking Meter Service Worker		\$30,051	\$34,559	\$44,884
Supervisor ##, ###, +				
	hiring rate	\$50,649	\$58,246	
	after 1 year	\$51,339	\$59,040	
	after 2 years		\$59,834	
	after 3 years		\$60,628	
	Guaranteed rate for special supervision		\$63,515	
Supervisor (Exterminators)				
	Level I	\$31,903	\$36,689	\$41,297
	Level II	\$33,468	\$38,488	\$41,504
Supervisor (Watershed Maint.)##,###, +				
Level I	hiring rate	\$51,198	\$58,878	
	after 1 year	\$51,889	\$59,672	
	after 2 years		\$60,465	
	after 3 years		\$61,261	
	Guaranteed rate for special supervision		\$64,140	
Level II				
	hiring rate	\$55,791	\$64,160	
	After 1 year	\$56,649	\$65,146	
	After 2 years		\$66,124	
	After 3 years		\$67,111	
	Guaranteed rate for special supervision		\$69,994	
Level III				
	hiring rate	\$61,331	\$70,531	
	after 1 year	\$62,395	\$71,754	
	after 2 years		\$72,979	
	after 3 years		\$74,203	
	Guaranteed rate for special supervision		\$77,090	
Supervisor (Wat. & Sew. Syst.)##,###, +				
	hiring rate	\$51,198	\$58,878	
	after 1 year	\$51,889	\$59,672	
	after 2 years		\$60,465	
	after 3 years		\$61,261	
	Guaranteed rate for special supervision		\$64,140	
Supervisor of Gardeners ##				
	hiring rate	\$50,649	\$58,246	
	after 1 year	\$51,339	\$59,040	
	after 2 years		\$59,834	
	after 3 years		\$60,628	
Supervisor of Parks Maintenance & Operations		\$51,243	\$58,930	
Supervisor of Radio Repair Operations		\$62,563	\$71,947	\$71,947
Supervisor Pest Control				
	Level I	\$27,497	\$31,622	\$36,921
	Level II	\$32,316	\$37,163	\$45,120
	Level III	\$52,526	\$60,405	\$69,396

**b. Effective March 3, 2009**

**UNIT A – SUPERVISORY BLUE COLLAR**

<b>Increment</b>	<b>i. Minimum</b>		
	<b>(1) Hiring Rate***</b>	<b>(2) Incumbent Rate</b>	<b>ii. Maximum</b>
Area Supervisor (Highway Maint.) Level I			
Hiring rate	\$57,450	\$66,068	Flat Rate
after 1 year	\$58,341	\$67,092	Flat Rate
after 2 years		\$68,113	Flat Rate
after 3 years		\$69,139	Flat Rate
Guaranteed rate for special supervision		\$72,143	Flat Rate
Area Supervisor (Highway Maint.) Level II			
hiring rate	\$63,784	\$73,352	Flat Rate
after 1 year	\$64,838	\$74,564	Flat Rate
after 2 years		\$75,898	Flat Rate
after 3 years		\$77,171	Flat Rate
Guaranteed rate for special supervision		\$80,174	Flat Rate
Assistant Maintenance Supervisor	\$37,423	\$43,036	\$58,426
Assistant Park Director *, ##			
hiring rate	\$65,492	\$75,316	
after 1 year	\$66,597	\$76,586	
after 2 years		\$77,860	
after 3 years		\$79,138	
Assistant Principal Custodial Supervisor	\$35,478	\$40,800	\$56,026
Associate Urban Park Ranger **	\$43,938	\$50,529	\$50,529
Borough Supervisor ##,###, +			
hiring rate	\$63,784	\$73,352	
after 1 year	\$64,890	\$74,624	
after 2 years		\$75,898	
after 3 years		\$77,171	
Guaranteed rate for special supervision		\$80,174	
Crew Chief (Pest Control)	\$28,597	\$32,887	\$38,398
Custodial Supervisor (incl. specs)	\$29,289	\$33,682	\$43,833
Dist. Sup.(Wat.& Sew. Syst.)##,###, +			
hiring rate	\$58,023	\$66,726	
after 1 year	\$58,915	\$67,752	
after 2 years		\$68,769	
after 3 years		\$69,795	
Guaranteed rate for special supervision		\$72,794	
Dist. Supervisor (Watershed Maint.)##,###, +			
hiring rate	\$58,023	\$66,726	
after 1 year	\$58,915	\$67,752	
after 2 years		\$68,769	
after 3 years		\$69,795	
Guaranteed rate for special supervision		\$72,794	
Dist. Supervisor ##,###, +			
hiring rate	\$57,450	\$66,068	
after 1 year	\$58,341	\$67,092	
after 2 years		\$68,113	
after 3 years		\$69,139	
Guaranteed rate for special supervision		\$72,143	

Foreman of Gardeners ##				
	hiring rate	\$52,675	\$60,576	
	after 1 year	\$53,393	\$61,402	
	after 2 years		\$62,227	
	after 3 years		\$63,053	
General Park Foreman *, ##				
	hiring rate	\$57,450	\$66,068	
	after 1 year	\$58,341	\$67,092	
	after 2 years		\$68,113	
	after 3 years		\$69,139	
Horticulturist *, ##				
	hiring rate	\$65,492	\$75,316	
	after 1 year	\$66,597	\$76,586	
	after 2 years		\$77,860	
	after 3 years		\$79,138	
Maintenance Supervisor		\$40,082	\$46,094	\$63,471
Park Supervisor ##, @,				
Level I	hiring rate	\$53,293	\$61,287	
	after 1 year	\$54,014	\$62,116	
	after 2 years		\$62,940	
	after 3 years		\$63,768	
Level II	hiring rate			
	after 1 year	\$60,488	\$69,561	
	after 2 years	\$61,376	\$70,582	
	after 3 years		\$71,604	
Principal Custodial Supervisor		\$49,425	\$56,839	\$68,420
Principal Park Supervisor ##, +++				
	hiring rate	\$60,488	\$69,561	
	after 1 year	\$61,376	\$70,582	
	after 2 years		\$71,604	
	after 3 years		\$72,633	
Regional Director (Bureau of Pest Control)		\$54,627	\$62,821	\$72,172
Senior Crew Chief (Pest Control)		\$33,609	\$38,650	\$46,925
Senior Custodial Supervisor		\$31,583	\$36,320	\$48,044
Senior Supervisor (Exterminators)		\$34,807	\$40,028	\$43,164
Supervising Maintainer (OTB)				
Supervising Parking Meter Service Worker		\$31,253	\$35,941	\$46,679
Supervisor ##, ###, +				
	hiring rate	\$52,675	\$60,576	
	after 1 year	\$53,393	\$61,402	
	after 2 years		\$62,227	
	after 3 years		\$63,053	
Guaranteed rate for special supervision			\$66,056	
Supervisor (Exterminators)				
	Level I	\$33,180	\$38,157	\$42,949
	Level II	\$34,807	\$40,028	\$43,164

Supervisor (Watershed Maint.)###,###, +			
hiring rate	\$53,246	\$61,233	
after 1 year	\$53,964	\$62,059	
after 2 years		\$62,884	
after 3 years		\$63,711	
Guaranteed rate for special supervision		\$66,706	
Level II			
hiring rate	\$58,023	\$66,726	
After 1 year	\$58,915	\$67,752	
After 2 years		\$68,769	
After 3 years		\$69,795	
Guaranteed rate for special supervision		\$72,794	
Level III			
hiring rate	\$63,784	\$73,352	
after 1 year	\$64,890	\$74,624	
after 2 years		\$75,898	
after 3 years		\$77,171	
Guaranteed rate for special supervision		\$80,174	
Supervisor (Wat. & Sew. Syst.)##,###, +			
hiring rate	\$53,246	\$61,233	
after 1 year	\$53,964	\$62,059	
after 2 years		\$62,884	
after 3 years		\$63,711	
Guaranteed rate for special supervision		\$66,706	
Supervisor of Gardeners ##			
hiring rate	\$52,675	\$60,576	
after 1 year	\$53,393	\$61,402	
after 2 years		\$62,227	
after 3 years		\$63,053	
Supervisor of Parks Maintenance & Operations	\$53,293	\$61,287	
Supervisor of Radio Repair Operations	\$65,065	\$74,825	\$74,825
Supervisor Pest Control			
Level I	\$28,597	\$32,887	\$38,398
Level II	\$33,609	\$38,650	\$46,925
Level III	\$54,627	\$62,821	\$72,172

NOTE:

- \* For present incumbents only
- \*\* Rate based on 40 hour week.
- \*\*\* See Article III, Section 4, "New Hires"
- ## Increments are payable on an annual basis on the January 1 or July 1 next succeeding completion of the requisite year of service.
- ### Employees who exercise supervision over subordinates, the majority of whom (excluding "A" and "B" Laborers) are subject to Section 220 of the Labor Law, will receive the indicated "Guaranteed Rate for Specified Supervision" while exercising such supervision on a regular assignment basis. In the event the nature of supervision exercised on a regular assignment basis by such employees should change whereby the majority of subordinate personnel (excluding "A and B" Laborers) do not consist of employees subject to Section 220 of the Labor Law, the annual rates for such employees shall revert to the regular increment stated.
- @ Employees in the title of Park Supervisor who exercise supervision over subordinates in the asphalt gang (one in each borough) or the sewer gang (one

citywide), the majority of whom are "C" Laborers, will receive the maximum annual rate while exercising such supervision on a regular assignment basis.

+ Regular assignment basis" shall be deemed to include assignment while the regular incumbent is on sick leave or other leave of absence, with or without pay for periods of more than thirty consecutive calendar days, but shall not be deemed to include assignment while the regular incumbent is on annual leave.

**a. Effective March 3, 2008**

**UNIT B – NON-SUPERVISORY BLUE COLLAR**

Increment	i. Minimum		ii. Maximum
	(1) Hiring Rate***	(2) Incumbent Rate	
Apprentice (Construction Laborer)			
hiring rate	\$12.25	\$14.09	per hour
after 6 months	\$14.73	\$16.94	per hour
after 12 months	\$17.20	\$19.78	per hour
after 18 months	\$19.63	\$22.58	per hour
Assistant City Highway Repairer	\$38,485	\$44,258	\$49,728
Assistant Gardener	\$35,194	\$40,473	\$50,654
Assistant Maintainer (OTB)			
Assistant Printing Press Operator	\$42,054	\$48,362	\$54,366
Associate Park Service Worker	\$36,832	\$42,357	\$52,542
Attendant *	\$26,341	\$30,292	\$34,931
Attendant Guard	\$24,357	\$28,011	\$33,747
City Attendant	\$26,341	\$30,292	\$34,931
City Custodial Assistant	\$26,024	\$29,928	\$36,222
City Debris Remover	\$30,311	\$34,858	Flat Rate
City Elevator Operator	\$26,637	\$30,633	\$37,860
City Parking Equipment Service Worker	\$29,337	\$33,737	\$42,053
City Park Worker	\$28,145	\$32,367	\$43,716
City Pest Control Aide	\$23,133	\$26,603	\$28,561
City Security Aide	\$26,341	\$30,292	\$34,931
Climber & Pruner **, ****			
hiring rate	\$45,243	\$52,030	
after 1 year	\$45,939	\$52,830	
after 2 years		\$53,622	
after 3 years		\$54,420	
after 4 years		\$55,214	
after 5 years		\$56,017	
Curator of Jumel Mansion	\$26,024	\$29,928	\$36,222
Custodial Assistant (incl. OTB)	\$26,024	\$29,928	\$36,222
Elevator Operator *	\$27,290	\$31,383	\$38,609
Exterminator	\$27,585	\$31,723	\$40,235
Gardener **			
hiring rate	\$45,243	\$52,030	
after 1 year	\$45,939	\$52,830	
after 2 years		\$53,622	
after 3 years		\$54,420	
after 4 years		\$55,214	

	after 5 years		\$56,017	
Laborer (City Rent)		\$26,024	\$29,928	\$36,222
Lead Abatement Worker		\$37,982	\$43,679	Flat Rate
Lock Technician (OTB)				
	Level I			
	Level II			
Lock Technician Trainee (OTB)				
Maintainer (OTB)				
Park Service Worker		\$28,145	\$32,367	\$43,716
Pest Control Aide		\$25,439	\$29,255	\$31,409
Police Attendant		\$30,143	\$34,664	Flat Rate
Security Coordinator (OTB)				
Security Specialist (OTB)				
	Level I			
	Level II			
	Level III			
Senior Attendant Guard (OTB)				
Telephone Service Technician				
	Level I	\$42,557	\$48,941	\$58,112
	Level II	\$51,848	\$59,625	\$68,957
Traffic Device Maintainer **				
	hiring rate	\$39,425	\$45,339	
	after 1 year	\$41,400	\$47,610	
	after 3 years		\$49,729	
	after 5 years		\$51,849	
Urban Park Ranger		\$31,695	\$36,449	Flat Rate
Watch Person *		\$26,994	\$31,043	\$35,679
Water Plant Operator		\$33,267	\$38,257	\$45,598
Watershed Maintainer **				
	hiring rate	\$33,267	\$38,257	
	after 1 year	\$34,547	\$39,729	
	after 2 years		\$41,958	
	after 3 years		\$44,192	
	after 4 years		\$46,425	
	after 5 years		\$48,659	

**b. Effective March 3, 2009**

**UNIT B – NON-SUPERVISORY BLUE COLLAR**

Increment	i. Minimum		ii. Maximum
	(1) Hiring Rate***	(2) Incumbent Rate	
Apprentice (Construction Laborer)			
Hiring rate	\$12.74	\$14.65	per hour
after 6 months	\$15.32	\$17.62	per hour
after 12 months	\$17.89	\$20.57	per hour
after 18 months	\$20.42	\$23.48	per hour
Assistant City Highway Repairer	\$40,024	\$46,028	\$51,717
Assistant Gardener	\$36,602	\$42,092	\$52,680
Assistant Maintainer (OTB)			
Assistant Printing Press Operator	\$43,736	\$50,296	\$56,541
Associate Park Service Worker	\$38,305	\$44,051	\$54,644
Attendant *	\$27,395	\$31,504	\$36,328
Attendant Guard	\$25,331	\$29,131	\$35,097
City Attendant	\$27,395	\$31,504	\$36,328
City Custodial Assistant	\$27,065	\$31,125	\$37,671
City Debris Remover	\$31,523	\$36,252	Flat Rate
City Elevator Operator	\$27,703	\$31,858	\$39,374
City Parking Equipment Service Worker	\$30,510	\$35,086	\$43,735
City Park Worker	\$29,271	\$33,662	\$45,465
City Pest Control Aide	\$24,058	\$27,667	\$29,703
City Security Aide	\$27,395	\$31,504	\$36,328
Climber & Pruner **, ****			
Hiring rate	\$47,053	\$54,111	
After 1 year	\$47,777	\$54,943	
After 2 years		\$55,767	
After 3 years		\$56,597	
After 4 years		\$57,423	
After 5 years		\$58,258	
Curator of Jumel Mansion	\$27,065	\$31,125	\$37,671
Custodial Assistant (incl. OTB)	\$27,065	\$31,125	\$37,671
Elevator Operator *	\$28,381	\$32,638	\$40,153
Exterminator	\$28,689	\$32,992	\$41,844
Gardener **			
Hiring rate	\$47,053	\$54,111	
After 1 year	\$47,777	\$54,943	
After 2 years		\$55,767	
After 3 years		\$56,597	
After 4 years		\$57,423	
After 5 years		\$58,258	
Laborer (City Rent)	\$27,065	\$31,125	\$37,671
Lead Abatement Worker	\$39,501	\$45,426	Flat Rate
Lock Technician (OTB)			
Level I			
Level II			
Lock Technician Trainee (OTB)			
Maintainer (OTB)			
Park Service Worker	\$29,271	\$33,662	\$45,465
Pest Control Aide	\$26,457	\$30,425	\$32,665

Police Attendant	\$31,349	\$36,051	Flat Rate
Security Coordinator (OTB)			
Security Specialist (OTB)			
Level I			
Level II			
Level III			
Senior Attendant Guard (OTB)			
Telephone Service Technician			
Level I	\$44,260	\$50,899	\$60,436
Level II	\$53,922	\$62,010	\$71,715
Traffic Device Maintainer **			
Hiring rate	\$41,003	\$47,153	
After 1 year	\$43,056	\$49,514	
After 3 years		\$51,718	
After 5 years		\$53,923	
Urban Park Ranger	\$32,963	\$37,907	Flat Rate
Watch Person *	\$28,074	\$32,285	\$37,106
Water Plant Operator	\$34,597	\$39,787	\$47,422
Watershed Maintainer **			
hiring rate	\$34,597	\$39,787	
after 1 year	\$35,929	\$41,318	
after 2 years		\$43,636	
after 3 years		\$45,960	
after 4 years		\$48,282	
after 5 years		\$50,605	

NOTE:

- \* For present incumbents only
- \*\* Increments are payable on an annual basis on the January 1st or July 1st next succeeding completion of the requisite year of service.
- \*\*\* See Article III, Section 4, "New Hires"
- \*\*\*\* Each appointment to this position above the minimum will be handled on a case by case basis.



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

#### **A. General Wage Increase**

- a. The general wage increases, effective as indicated, shall be:
  - i. Effective March 3, 2008, Employees shall receive a general increase of 4%.
  - ii. Effective March 3, 2009, Employees shall receive an additional general increase of 4%.
  - iii. 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 subsections 3A(a)(i) and 3A(a)(ii) on the basis of computations heretofore utilized by the parties for all such Employees.
- b. The increases provided for in Section 3A(a) above shall be calculated as follows:
  - i. The general increase in Section 3A(a)(i) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on March 2, 2008;
  - ii. The general increase in Section 3A(a)(ii) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on March 2, 2009.
- c.
  - i. The general increases provided for in this Section 3 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.
  - ii. A general increase of 5.47%, effective on the last day of the Agreement, and consistent with the terms of the Stipulation of Settlement (A-13472-10; BCB 2864-10)) shall be applied to the following "additions to gross": uniform allowances, equipment allowances, transportation allowances, uniform maintenance allowances, assignment differentials, service increments, longevity differentials, longevity increments, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials. Recurring increment payments are excluded from this provision.

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

- a. The appointment rate for an employee newly hired on or after March 3, 2008 and appointed at a reduced hiring rate shall be the applicable minimum "hiring rate" set forth in subsections 2(a)(i)(1) and 2(b)(i)(1). On the two year anniversary of the employee's original date of appointment, such employee shall be paid the indicated minimum "incumbent rate" for the applicable title that is in effect on such two year anniversary as set forth in subsection 2(a)(i)(2) and 2(b)(i)(2) of this Article III.

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

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

**c.** For the purposes of Sections 4(a) and 4(b), employees 1) who were in active pay status before March 3, 3008, 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) and 2(b)(i)(2) of this Article III:

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

**d.** The First Deputy Commissioner of Labor Relations may, after notification to the affected union(s), exempt certain hard to recruit titles from the provisions of subsection 4.

**Section 5.**

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

**Section 6.**

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

**Section 7.**

A person permanently employed by the Employer who is appointed or promoted on a permanent, provisional, or temporary basis in accordance with Personnel Rules and Regulations of the City of New York or, where the Personnel Rules and Regulations of the City of New York are inapplicable to a public employer, such other Rules or Regulations as are applicable to the public employer, without a break in service to any of the following title(s) from another title in the direct line of promotion or from another title in the Career and Salary Plan, the minimum rate of which is exceeded by at least 8 percent by the minimum rate of the title to which appointed or promoted, shall receive upon the date of such appointment or promotion either the minimum basic salary for the title to which such appointment or promotion is made, or the salary received or receivable in the lower title plus the specified advancement increase, whichever is greater:

<u>TITLE</u>	<u>3/3/08</u>	<u>3/2/10</u>
Assistant Maintenance Supervisor	\$1,277	\$1,347
Assistant Principal Custodial Supervisor	\$1,277	\$1,347
Associate Park Service Worker	\$1,277	\$1,347
Crew Chief (Pest Control)	\$1,044	\$1,101
Curator of Jumel Mansion	\$870	\$918
Custodial Assistant (including OTB)	\$870	\$918
Custodial Supervisor (incl spec.)	\$931	\$982
Exterminator	\$1,044	\$1,101
Laborer (City Rent)	\$870	\$918
Lock Technician (OTB)	\$1,277	\$1,347
Maintainer (OTB)	\$1,277	\$1,347
Maintenance Supervisor	\$1,332	\$1,405
Pest Control Aide	\$1,044	\$1,101
Principal Custodial Supervisor	\$1,392	\$1,468
Security Specialist	\$1,277	\$1,347
Senior Custodial Supervisor	\$1,163	\$1,227
Senior Supervisor (Exterminators)	\$1,392	\$1,468
Senior Crew Chief (Pest Control)	\$1,277	\$1,347

Supervising Maintainer (OTB)	\$1,332	\$1,405
Supervisor (Exterminators)	\$1,277	\$1,347

An employee promoted to or advanced to the titles of Borough Supervisor, Climber & Pruner, Foreman of Gardeners, Gardener, Superintendent of Water & Sewer Systems, Supervisor, Supervisor of Gardeners or Supervisor of Water & Sewer Systems shall receive upon such promotion or advancement either the minimum rate of such title or an amount to be added to the rate in the title from which advanced equal to one increment of the title to which advanced, whichever resultant rate is greater. If such resultant rate is not identical with any increment included in effect for the title to which advanced, such resultant rate shall be increased to equal the next higher increment in effect.

**Section 8. Uniform Allowances**

Uniform allowances in the pro-rated annual amounts set forth below shall be provided to those employees in positions specified below who are required by their agency to wear a uniform.

<u>TITLE</u>		<u>3/3/08</u>	<u>3/2/10</u>
Assistant Park Director	Department Parks/Recreation	\$314	\$331
Foreman of Gardeners	Department Parks/Recreation	\$314	\$331
General Park Foreman	Department Parks/Recreation	\$314	\$331
Horticulturist	Department Parks/Recreation	\$314	\$331
Associate Park Service Worker	Department Parks/Recreation	\$223	\$235
City Park Worker		\$223	\$235
Park Service Worker		\$223	\$235
Climber & Pruner	Department Parks/Recreation	\$271	\$286
Gardener Level II	Department	\$188	\$198
Parks/Recreation			
Park Supervisor	Department Parks/Recreation	\$1,129	\$1,191
Principal Park Supervisor	Department Parks/Recreation	\$1,129	\$1,191
Attendant [Female] *, **, ***	Department Transportation	\$103	\$109
City Attendant [ Female] ***		\$103	\$109
Traffic Device Maintainer	Dept. of Transportation	\$144	\$152
Police Attendant	Police Department	\$209	\$220
City Elevator Operator	Department of Correction	\$506	\$534
City Security Aide	DCAS/Div. Public Bldgs	\$506	\$534
Watch Person*	Health & Hospitals Corporation	\$506	\$534
	Human Resources Administration		
	Police Department		
Supervisor of Parks Maint. & Operations		\$1,129	\$1,191

Note:

- \* For present incumbents only
- \*\* This uniform allowance applies only to Attendants who work for the Dept. of Transportation.
- \*\*\* This uniform allowance applies only to City Attendants who work for the Dept. of Transportation.

**Section 9. Equipment Allowances**

Equipment allowances in the pro-rated annual amounts set forth below shall be provided to those employees in positions specified below:

<u>Title</u>	<u>Agency</u>	<u>Annual Amount</u>	
		<u>3/3/08</u>	<u>3/2/10</u>
Associate Urban Park Ranger Urban Park Ranger	Dept. Parks & Recreation	\$305	\$322
Assistant City Highway Repairer Assistant Highway Repairer	Dept. of Transportation	\$155* * For Safety Equipment	\$163*

**Section 10. Assignment Differentials**

- a. An assignment differential shall be paid to incumbents in the class of positions of Traffic Device Maintainer in the amount *per shift* indicated below for the operation of a heavy duty vehicle or the special vehicle known as the “Night Liner”:

<u>Effective</u> <u>March 3, 2008</u>	<u>Effective</u> <u>March 2, 2010</u>
\$4.88	\$5.15

- b. An assignment differential in the pro-rata annual amount indicated below shall be paid to the incumbent in the class of positions of Attendant and City Attendant while assigned on a continuing basis and officially designated as “Assistant to the Director in Charge of Female Attendants” in the Department of Transportation (Bureau of Ferry and General Aviation Operations):

<u>Effective</u> <u>March 3, 2008</u>	<u>Effective</u> <u>March 2, 1010</u>
\$727	\$767

- c. An assignment differential in the pro-rata annual amount indicated below shall be paid to employees in the class of positions of Custodial Assistant and City Custodial Assistant while assigned on a continuing basis to the “Special Cleaning Action Team” in the Department of General Services:

<u>Effective</u> <u>March 3, 2008</u>	<u>Effective</u> <u>March 2, 2010</u>
\$2,426	\$2,559

- d. An assignment differential in the pro-rata annual amount indicated below shall be paid to employees in the class of positions of Security Coordinator (OTB) while assigned on a continuing basis to act as "Shift Supervisor."

<u>Effective</u> <u>March 3, 2008</u>	<u>Effective</u> <u>March 2, 2010</u>
\$1,215	\$1,281

- e. Employees of Mayoral agencies serving in the titles of Exterminator, Supervisor (Exterminators) and Senior Supervisor (Exterminators) who possess a Commercial Pesticide Application Certificate issued by New York State shall receive a differential in the pro-rata annual amount indicated below:

<u>Effective</u> <u>March 3, 2008</u>	<u>Effective</u> <u>March 2, 2010</u>
\$939	\$990

- f. An assignment differential shall be paid in the amount indicated below, to employees in the position of Associate Park Service Worker, as a daily differential, for the operation of the following vehicles:

<u>Effective</u>	<u>3/3/08</u>	<u>3/2/10</u>
16 Yd Packer	\$16.26 (per day)	\$17.15 (per day)
25 Yd Packer	\$16.26 (per day)	\$17.15 (per day)
Beach Cleaner	\$16.26 (per day)	\$17.15 (per day)
Boom Truck	\$16.26 (per day)	\$17.15 (per day)
Bus (40 passengers)	\$16.26 (per day)	\$17.15 (per day)
Leaf Vacuum	\$16.26 (per day)	\$17.15 (per day)
Rollback	\$16.26 (per day)	\$17.15 (per day)
Roll-off Container	\$16.26 (per day)	\$17.15 (per day)
Surf Rake	\$16.26 (per day)	\$17.15 (per day)
Sweeper	\$16.26 (per day)	\$17.15 (per day)
Backhoe	\$23.22 (per day)	\$24.49 (per day)
Crawler/Bulldozer	\$23.22 (per day)	\$24.49 (per day)
Front End Loader	\$23.22 (per day)	\$24.49 (per day)
Class A CDL Work	\$0.88 (per day)	\$0.93 (per day)

- g. Effective January 1, 2004, an Associate Park Service Worker assigned to operate Front End Loader, Backhoe, Cleat Tractor and/or Bulldozer on a full-time basis shall receive an assignment differential in the pro-rata annual amount indicated below. This shall be in addition to the assignment differential provided for in Article III, Section 10. f., above.

<u>Effective</u> <u>March 3, 2008</u>	<u>Effective</u> <u>March 2, 1010</u>
\$7,493	\$7,903

- h.** An assignment differential in the pro-rata annual amount indicated below shall be paid to employees in the class of positions of City Park Worker and Associate Park Service Worker while assigned to Specialized/Heavy Duty Work Crews described in the Memorandum of Agreement dated October 31, 1994:

<b>Effective <u>March 3, 2008</u></b>	<b>Effective <u>March 2, 2010</u></b>
\$7,347	\$7,749

- i.** An assignment differential in the pro-rata annual amount indicated below shall be paid to employees in the class of positions of Watershed Maintainer who are required by the Department of Environmental Protection in the performance of their official duties to possess and maintain a valid Grade 2, 2a, 3, 3a, 4, or 4a Wastewater Treatment Plant Operation Certificate:

<b>Effective <u>March 3, 2008</u></b>	<b>Effective <u>March 2, 1010</u></b>
\$3,390	\$3,575

- j.** An assignment differential in the pro-rata annual amount indicated below shall be paid to employees in the class of positions of Watershed Maintainer who holds a valid Grade 2, 2a, 3, 3a, 4, or 4a Wastewater Treatment Plant Operation Certificate and is designated by the Department of Environmental Protection to be “in charge” of one or more wastewater treatment plant(s) on a Saturday, Sunday or holiday for each tour actually worked:

<b>Effective <u>March 3, 2008</u></b>	<b>Effective <u>March 2, 1010</u></b>
\$63.12	\$66.57

- k. An assignment differential in the pro-rata annual amount indicated below shall be paid to an employee in the class of position of City Park Worker when assigned on a continuing basis and officially designated to perform the duties of "Inspector" in the Department of Parks and Recreation:

<u>Effective</u> <u>March 3, 2008</u>	<u>Effective</u> <u>March 2, 2010</u>
\$4,377	\$4,616

- l. An assignment differential in the pro-rata annual amount indicated below shall be paid to employees in the class of position of Watershed Maintainer who are assigned to perform duties in the New York City Department of Environmental Protection's West of Hudson Control Center, e.g., monitor SCADA system conditions for water supply reservoirs and associated facilities; respond to alarms; monitor reservoir stream releases and water supply diversions and monitor target flows, and related duties on a full time basis:

<u>Effective</u> <u>March 3, 2008</u>	<u>Effective</u> <u>March 2, 2010</u>
\$3,390	\$3,575

**Section 11. Premium Pay**

- a. Employees of the Department of Parks and Recreation in the titles of Park Supervisor, Principal Park Supervisor, and Horticulturist shall be entitled to be paid at the rate of time and one-half (1-1/2x) for all hours actually worked on a Saturday or a Sunday. Notwithstanding the above, work performed on a sixth or seventh day of work within a calendar week or on a holiday shall be compensated in accordance with the overtime and holiday premium pay provision of the Citywide Agreement.
- b. Employees of the Department of Environmental Protection in the titles of Supervisor (Water and Sewer Systems) and District Supervisor (Water and Sewer Systems) shall continue to be entitled to be paid at the rate of time and one-half (1-1/2x) for all hours actually worked on a Saturday or Sunday. Notwithstanding the above, work performed on a sixth or seventh day of work within a calendar week or on a holiday shall be compensated in accordance with the overtime and holiday premium pay provisions of the Citywide Agreement.
- c. In lieu of the provisions of Article III, Sections 1 of the Citywide Agreement, employees of the Department of Environmental Protection in the titles of Supervisor (Water and Sewer Systems) and District Supervisor (Water and Sewer Systems) shall be compensated for night work at the rates per shift set forth below.



**Effective  
March 3, 2008**

\$12.29

**Effective  
March 2, 2010**

\$12.29 (No increase)

**Section 12. Longevity Increment:**

- a. Employees with 15 years or more of "City" service in pay status shall receive a longevity increment of \$800 per annum.
- b. The rules for eligibility for the longevity increment described above in subsection 12(a), shall be set forth in Appendix A of this Agreement and are incorporated by reference herein.

**Section 13. Recurring Increment Payment**

- a. Full-time Employees shall be eligible to receive the Recurring Increment Payments ("RIP") indicated below with the exception of titles listed in Section 13. b. of this section.

<u>Bargaining Unit</u>	<u>Years of City Service</u>	<u>3/3/08 RIP</u>	<u>3/3/09 RIP</u>
Unit A (Supervisory)	10 Years	\$2,597	\$2,701
Unit B (Non Supervisory)	10 Years	\$2,259	\$2,349

- b. Full time Employees in the classes of positions of Associate Urban Park Ranger, Assistant City Highway Repairer, Associate Park Service Worker and Urban Park Ranger shall be eligible to receive the Recurring Increment Payment ("RIP") indicated below:

<u>Bargaining Unit</u>	<u>Years of City Service</u>	<u>3/3/08 RIP</u>	<u>3/3/09 RIP</u>
Unit A (Supervisory)	10 Years	\$2,597	\$2,701
Unit B (Non Supervisory)	10 Years	\$1,571	\$1,634

- c. The RIPs shall be based upon years of City service and shall be paid in addition to the longevity increment set forth in Section 12. RIPs shall be payable on the January 1, April 1, July 1, or October 1 subsequent to the qualifying employee's anniversary date, subject to the rules for eligibility set forth in Appendix B of this 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 Citywide Agreement between the City of New York and related public employers and District Council 37, AFSCME, AFL-CIO, the Welfare Fund provisions of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to Employees covered by this Agreement.

- b. When an election is made by the Union pursuant to the provisions of Article XIII, Section 1 (b), of the Citywide Agreement between the City of New York and related public employers and District Council 37, AFSCME, AFL-CIO, the provisions of Article XIII, Section 1(b) of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to Employees covered by this Agreement, and when such election is made, the Union hereby waives its right to training, education and/or legal services contributions provided in this Agreement, if any. In no case shall the single contribution provided in Article XIII, Section 1 (b) of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, exceed the total amount that the Union would have been entitled to receive if the separate contributions had continued.

### **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 - PRODUCTIVITY AND PERFORMANCE**

### **Introduction**

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

### **Section 1. - Performance Levels**

- a. The Union recognizes the Employer's right under the New York City Collective Bargaining Law to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, to prepare work schedules and to measure the performance of each employee or group of employees. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on employees are within the scope of collective bargaining. The Employer will give the Union prior notice of the establishment and/or revision of performance standards or norms hereunder.

- b. Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable law.

### **Section 2. - Supervisory Responsibility**

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

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

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

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

## **ARTICLE VI - GRIEVANCE PROCEDURE**

### **Section 1. - Definition:**

The term "*Grievance*" shall mean:

- a. A dispute concerning the application or interpretation of the terms of this Agreement;
- b. A claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving the Personnel Rules and Regulations of the City of New York or the Rules and Regulations of the Health and Hospitals Corporation with respect to those matters set forth in the first paragraph of Section 7390.1 of the Unconsolidated Laws shall not be subject to the grievance procedure or arbitration;
- c. A claimed assignment of Employees to duties substantially different from those stated in their job specifications;
- d. A claimed improper holding of an open-competitive rather than a promotional examination;

- e. A claimed wrongful disciplinary action taken against a permanent Employee covered by Section 75(1) of the Civil Service Law or a permanent Employee covered by the Rules and Regulations of the Health and Hospitals Corporation upon whom the agency head has served written charges of incompetence or misconduct while the Employee is serving in the Employee's permanent title or which affects the Employee's permanent status.
- f. Failure to serve written charges as required by Section 75 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation upon a permanent Employee covered by Section 75(1) of the Civil Service Law or a permanent employee covered by the Rules and Regulations of the Health and Hospitals Corporation where any of the penalties (including a fine) set forth in Section 75(3) of the Civil Service Law have been imposed.
- g. A claimed wrongful disciplinary action taken against a labor class Employee with one year of service in title, except for Employees during the period of a mutually-agreed upon extension of probation.
- h. A claimed wrongful disciplinary action taken against an eligible provisional employee of a Mayoral agency 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 assigned regularly to work the normal, full-time work week established for that title.
- i. A claimed wrongful disciplinary action taken against an employee appointed pursuant to Rule 3.2.11 of the Personnel Rules and Regulations of the City of New York who has served continuously for two years in the same or similar title or related occupational group in the same agency.

## **Section 2.**

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

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

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

**Step I** The Employee and/or the Union shall present the grievance in the form of a memorandum to the person designated for such purpose by the agency head no later than 120 days after the date on which the grievance arose except that grievances alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be presented no later than 120 days after the first date on which the grievant discovered the payroll error. The Employee may also request an appointment to discuss the

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

**NOTE:** *The following STEP I(a) shall be applicable only in the Health and Hospitals Corporation in the case of grievances arising under Sections 1(a) 1(b) 1(c) and 1(f) 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 determination to the Employee and/or the Union by the end of the fifth work day following the day on which the appeal was filed.

**STEP II** An appeal from an unsatisfactory determination at **STEP I** or **STEP I(a)**, where applicable, shall be presented in writing to the agency head or the agency head's designated representative who shall not be the same person designated in **STEP I**. The appeal must be made within five (5) work days of the receipt of the **STEP I** or **STEP I(a)** determination. The agency head or designated representative, if any, shall meet with the Employee and/or the Union for review of the grievance and shall issue a determination in writing by the end of the tenth work day following the date on which the appeal was filed.

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

**STEP IV** An appeal from an unsatisfactory determination at **STEP III** may be brought solely by the Union to the Office of Collective Bargaining for impartial arbitration within fifteen (15) work days of receipt of the **STEP III** determination. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance". The Employer shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accordance with 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 arbitrator's decision, order or award (if any) shall be limited to the application and interpretation of the Agreement, and the arbitrator shall not add to, subtract from or modify the Agreement. The arbitrator's award shall be final and binding and enforceable in any appropriate tribunal in accordance with Article 75 of the Civil Practice Law and Rules. The arbitrator may provide for and direct such relief as the arbitrator deems necessary and proper, subject to the limitations set forth above and any applicable limitations of law.

### **Section 3.**

As a condition to the right of the Union to invoke impartial arbitration set forth in this Article, including the arbitration of a grievance involving a claimed improper holding of an open-competitive rather than a promotional examination, the Employee or Employees and the Union shall be required to file with the Director of the Office of Collective Bargaining a written waiver of the right, if any, of

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

**Section 4.**

- a. Any grievance under Section 1 (d) relating to a claimed improper holding of an open-competitive rather than a promotional examination shall be presented in writing by the Employee or the Union representative to the Commissioner of Labor Relations not later than thirty (30) days after the notice of the intention to conduct such open-competitive examination, or copy of the appointing officer's request for such open-competitive examination, as the case may be, has been posted in accordance with Section 51 of the Civil Service Law. The grievance shall be considered and passed upon within ten (10) days after its presentation. The determination shall be in writing, copies of which shall be transmitted to both parties to the grievance upon issuance.
- b. A grievance relating to the use of an open-competitive rather than a promotional examination which is unresolved by the Commissioner of Labor Relations may be brought to impartial arbitration as provided in Sections 2 and 3 above. Such a grievance shall be presented by the Union, in writing, for arbitration within 15 days of the presentation of such grievance to the Commissioner of Labor Relations, and the arbitrator shall decide such grievance within 75 days of its presentation to the arbitrator. The party requesting such arbitration shall send a copy of such request to the other party. The costs and fees of such arbitration shall be borne equally by the Employer and the Union.

**Section 5. Competitive Class Disciplinary Procedure**

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

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

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

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

Employee and the Union shall file a written waiver of the right to utilize the procedures available to the Employee pursuant to Sections 75 and 76 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation or any other administrative or judicial tribunal, except for the purpose of enforcing an arbitrator's award, if any. Notwithstanding such waiver, the period of an Employee's suspension without pay pending hearing and determination of charges shall not exceed thirty (30) days.

- STEP B(ii)** If the election is made to proceed pursuant to the Grievance Procedure, an appeal from the determination of **STEP A** above, shall be made to the agency head or designated representative. The appeal must be made in writing within five (5) work days of the receipt of the determination. The agency head or designated representative shall meet with the Employee and the Union for review of the grievance and shall issue a determination to the Employee and the Union by the end of the tenth work day following the day on which the appeal was filed. The agency head or designated representative shall have the power to impose the discipline, if any, decided upon, up to and including termination of the accused Employee's employment. In the event of such termination or suspension without pay totaling more than thirty (30) days, the Union with the consent of the grievant may elect to skip **STEP C** of this Section and proceed directly to **STEP D**.
- STEP C** If the grievant is not satisfied with the determination of the agency head or designated representative the grievant or the Union may appeal to the Commissioner of Labor Relations in writing within ten (10) days of the determination of the agency head or designated representative. The Commissioner of Labor Relations shall issue a written reply to the grievant and the Union within fifteen (15) work days.
- STEP D** If the grievant is not satisfied with the determination of the Commissioner of Labor Relations, the Union with the consent of the grievant may proceed to arbitration pursuant to the procedures set forth in **STEP IV** of the Grievance Procedure set forth in this Agreement.

### **Section 6. Labor Class Disciplinary Procedure**

In any case involving a grievance under Section 1(g) of this Article, the following procedures shall apply upon service of charges of incompetence or misconduct:

- STEP A** Following the service of written charges upon an Employee 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.
- STEP B** If the Employee is dissatisfied with the determination in **STEP A** above, he or she may appeal such determination. The appeal must be made within five (5) working days of the receipt of such determination. Such appeal shall be treated as a grievance appeal beginning with **STEP II** of the Grievance Procedure set forth herein.

### **Section 7. Provisional Disciplinary Procedure**

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

### **Section 8.**

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

### **Section 9.**

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

### **Section 10.**

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

### **Section 11.**

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

### **Section 12.**

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

### **Section 13.**

A non-Mayoral agency not covered by this Agreement but which employs Employees in titles identical to those covered by this Agreement may elect to permit the Union to appeal an unsatisfactory determination received at the last step of its Grievance Procedure prior to arbitration on fiscal matters only to the Commissioner of Labor Relations. If such election is made, the Union shall present its appeal to the Commissioner of Labor Relations in writing within ten (10) work days of the receipt of the last step determination. The Union should submit copies of the grievance filings



at the prior steps of its Grievance Procedure and any agency responses thereto. Copies of such appeals shall be sent to the agency head. The Commissioner of Labor Relations, or the Commissioner's designee, shall review all such appeals and answer all such appeals within fifteen (15) work days. An appeal from a determination of the Commissioner of Labor Relations may be taken to arbitration under procedures, if any, applicable to the non-Mayoral agency involved.

#### **Section 14.**

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

#### **Section 15. Expedited Arbitration Procedure**

- a. The parties agree that there is a need for an expedited arbitration process which would allow for the prompt adjudication of grievances as set forth below.
- b. The parties voluntarily agree to submit matters to final and binding arbitration pursuant to the New York City Collective Bargaining Law and under the jurisdiction of the Office of Collective Bargaining. An arbitrator or panel of arbitrators, as agreed to by the parties, will act as the arbitrator of any issue submitted under the expedited procedure herein.
- c. The selection of those matters which will be submitted shall include, but not limited to, out-of-title cases concerning all titles, disciplinary cases wherein the proposed penalty is a monetary fine of one week or less or written reprimand, and other cases pursuant to mutual agreement by the parties. The following procedures shall apply:
  - i. **SELECTION AND SCHEDULING OF CASES:**
    - (1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 15 and notify the parties of proposed hearing dates for such cases.
    - (2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) 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.

**Section 16. Seasonal Employees**

The first season of employment as a seasonally appointed employee of the Department of Parks and Recreation shall be deemed a “probationary” season. After the first season, a seasonal employee of the Department of Parks and Recreation who has both completed his/her “probationary” season and has worked for at least ninety (90) cumulative days with the Department of Parks and Recreation in a seasonal capacity is terminated, the employee or union representative may request a review by the Commissioner or his designee within ten (10) calendar days of such termination.

**ARTICLE VII - BULLETIN BOARDS: EMPLOYER FACILITIES**

The Union may post notices on bulletin boards in places and locations where notices usually are posted by the Employer for the Employees to read. All notices shall be on Union stationery, and shall be used only to notify Employees of matters pertaining to Union affairs. Upon request to the

responsible official in charge of a work location, the Union may use Employer premises for meetings during Employees' lunch hours, subject to availability of appropriate space and provided such meetings do not interfere with the Employer's business.

### **ARTICLE VIII - NO STRIKES**

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

### **ARTICLE IX - CITYWIDE ISSUES**

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

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

### **ARTICLE X - UNION ACTIVITY**

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

### **ARTICLE XI - LABOR-MANAGEMENT COMMITTEE**

#### **Section 1.**

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

#### **Section 2.**

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

#### **Section 3.**

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

members designated by the agency head and the members designated by the Union. A quorum shall consist of a majority of the total membership of a committee. A committee shall make its recommendations to the agency head in writing.

**Section 4.**

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

**ARTICLE XII - FINANCIAL EMERGENCY ACT**

The provisions of this Agreement are subject to applicable provisions of law, including the New York State Financial Emergency Act for the City of New York as amended.

**ARTICLE XIII - APPENDICES**

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

**ARTICLE XIV - SAVINGS CLAUSE**

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

**ARTICLE XV - CONTRACTING-OUT CLAUSE**

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

**ARTICLE XVI - MISCELLANEOUS**

**Section 1.**

Until such time as an examination is held for Horticulture Inspector or other appropriate title, employees in the title of Climber and Pruner, and Gardener Level II, are eligible for assignment as Tree Inspector. Prior to making an assignment to a position within a borough, notice of the existence of the assignment will be posted in the respective borough and applications will be accepted.

**Section 2.**

Badges will be issued by the Department of Parks and Recreation to all dispatchers and identification cards to all Tree Inspectors.

**Section 3.**

In the event of a reduction of forces of Tree Inspectors, the latest Tree Inspectors will be reassigned before senior employees in that category, everything else being equal.

**Section 4.**

During snow emergencies Associate Park Service Workers shall be the first assigned to heavy duty equipment.

**ARTICLE XVII - CIVIL SERVICE AND CAREER DEVELOPMENT**

A joint committee composed of representatives of the Offices of Management and Budget, Municipal Labor Relations, the Department of Personnel, the Health and Hospitals Corporation, and the Union shall meet to study problems related to career development and retention of personnel, and where deemed necessary make recommendations to the appropriate Employer officials.

WHEREFORE, we have hereunto set our hands and seals this <sup>4<sup>th</sup></sup> 30 day of *March* 2012,

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

FOR DISTRICT COUNCIL 37, AFSCME, AFL-CIO:

BY: *James F. Hanley*  
**JAMES F. HANLEY**  
Commissioner of Labor Relations

BY: *Lillian Roberts*  
**LILLIAN ROBERTS**  
Executive Director

FOR THE NEW YORK CITY HEALTH AND HOSPITALS CORPORATION:

BY: *Salvatore J. Russo*  
**SALVATORE J. RUSSO**  
Senior Vice President and General Counsel

APPROVED AS TO FORM:

BY: *Paul T. Rephen*  
**PAUL T. REPHEN**  
Acting Corporation Counsel

DATE SUBMITTED TO THE FINANCIAL CONTROL BOARD: \_\_\_\_\_, 2012

UNITS: Blue Collar "A" and "B"

TERM: March 3, 2008 - March 2, 2010

<b>OFFICE OF LABOR RELATIONS REGISTRATION</b>	
<b>OFFICIAL</b>	<b>CONTRACT</b>
NO: <u>12002</u>	DATE: <u>March 30, 2012</u>

## Appendix A

### Longevity Increment Eligibility Rules

The following rules shall govern the eligibility of Employees for the longevity increments provided for in Article III, Section 12 of the *2008-2010 Blue Collar Agreement*.

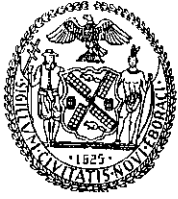
1. Only service in pay status shall be used to calculate the 15 years of service, except that for other than full time per annum Employees only a continuous year of service in pay status shall be used to calculate the 15 years of service. A continuous year of service shall be a full year of service without a break of more than 31 days. Where the regular and customary work year for a title is less than a twelve month year, such as a school year, such regular and customary year shall be credited as a continuous year of service counting towards the 15 years of service. If the normal work year for an employee is less than the regular and customary work year for the Employee's title, it shall be counted as a continuous year of service if the Employee has customarily worked that length work year and the applicable agency verifies that information.
2. Service in pay status prior to any breaks in service of more than one year shall not be used to calculate the 15 years of service. Where an Employee has less than seven years of continuous service in pay status, breaks in service of less than one year shall be aggregated. Where breaks in service aggregate to more than one year they shall be treated as a break in service of more than one year and the service prior to such breaks and the aggregated breaks shall not be used to calculate the 15 years of service. No break used to disqualify service shall be used more than once.
3. The following time in which an employee is not in pay status shall not constitute a break in service as specified in paragraph 2 above:
  - a. Time on a leave approved by the proper authority which is consistent with **the Rules and Regulations of the New York City Personnel Director** or the appropriate personnel authority of a covered organization.
  - b. Time prior to a reinstatement.
  - c. Time on a preferred list pursuant to **Civil Service Law Sections 80 and 81** or any similar contractual provision.
  - d. Time not in pay status of 31 days or less.Notwithstanding the above, such time as specified in subsections a, b and c above shall not be used to calculate the 15 years of service.
4. Once an Employee has completed the 15 years of "City" service in pay status and is eligible to receive the \$800 longevity increment, the \$800 shall become part of the Employee's base rate for all purposes except as provided in paragraph 5 below.
5. The \$800 longevity increment shall not become pensionable until fifteen months after the Employee begins to receive such \$800 increment. Fifteen months after the Employee begins to receive the \$800 longevity increment, such \$800 longevity increment shall become pensionable and as part of the Employee's base rate, the \$800 longevity increment shall be subject to the general increases provided in Article III, Section 3(a) of this **Agreement**.

## Appendix B

The following rules shall govern the eligibility of Employees for the Recurring Increment Payment ("RIP") provided for in Article III, Section 13 of the 2008 - 2010 Blue Collar Agreement.

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





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

**JAMES F. HANLEY**  
*Commissioner*

Lillian Roberts, Executive Director  
District Council 37, AFSCME, AFL-CIO  
125 Barclay Street  
New York, New York 10007

**Re: 2008 - 2010 Blue Collar Agreement**


Dear Ms. Roberts:

This is to confirm our mutual understanding and agreement that the Memorandum of Understanding dated July 21, 1995 and the side letter thereto also dated July 1, 1995, concerning the supervision of Work Experience Program participants shall continue in force during the term of the 2008 - 2010 Blue Collar Agreement and shall be deemed to be an appendix to thereto.

Sincerely,

  
JAMES F. HANLEY

**AGREED TO ON BEHALF OF  
DISTRICT COUNCIL 37, AFL-CIO**

BY:   
Lillian Roberts  
Executive Director