



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

new CBN 428

JAMES F. HANLEY

Commissioner

PAMELA S. SILVERBLATT

First Deputy Commissioner

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES
FROM: JAMES F. HANLEY, COMMISSIONER *James F. Hanley*
SUBJECT: EXECUTED CONTRACT: SUPERVISORS OF SCHOOL SECURITY
TERM: JUNE 1, 2003 TO OCTOBER 12, 2007

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 United Federation of Teachers, Local 2, American Federation of Teachers, AFL-CIO, 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:

A G R E E M E N T

Between

THE CITY OF NEW YORK

and

**UNITED FEDERATION OF TEACHERS
Local 2, American Federation of Teachers, AFL-CIO**

Covering

SUPERVISORS OF SCHOOL SECURITY

June 1, 2003 to October 12, 2007

TABLE OF CONTENTS

<i>Article</i>	<i>Title</i>	<i>Page</i>
One	Union Recognition and Unit Designation	3
	Section 1 – Recognition	3
	Section 2 – Unit Description	3
Two	Union Dues Checkoff	3
	Section 1 – Check-Off	3
	Section 2 – Agency Shop	3
Three	Compensation and Paid Time	4
	Section 1 – General Provisions	4
	Section 2 – Salaries and General Wage Increases	4
	Section 3 – Leaves of Absence	5
	Section 4 – Longevity Differentials	5
	Section 5 – Uniform Allowance	6
Four	Welfare Fund	6
	Section 1 – Welfare Fund Contributions	6
	Section 2 – Domestic Partners	6
Five	Performance Levels and Supervisory Responsibility	7
	Section 1 – Performance Levels	7
	Section 2 – Supervisory Responsibility	7
Six	Grievance Procedure	7
	Section 1 – Definition	7
	Section 2 – Procedure	7
	Section 3 – Waiver	8
	Section 4 – Examinations	9
	Section 5 – Discipline (Permanent Employee)	9
	Section 6 – Discipline (Provisionals)	10
	Section 7 – Group Grievances	11
	Section 8 – Failure to Implement	12
	Section 9 – Time Limits	12
	Section 10 – Notification	12
	Section 11 – Waivers by Parties	13
	Section 12 – Exclusive Remedy	13
	Section 13 – Expedited Arbitration Procedure	13
Seven	Bulletin Boards: Employer Facilities	13
Eight	No Strikes	14
Nine	Citywide Issues	14
	Section 1 – Application	15
	Section 2 – Annual Leave	15
	Section 3 – Special Annual Leave Accrual	15
	Section 4 – Summer Hours	16
Ten	Union Activity	16
Eleven	Labor Management Committee	16
Twelve	Financial Emergency Act	16
	17

<i>Article</i>	<i>Title</i>	<i>Page</i>
Thirteen	– Appendices	17
Fourteen	– Savings Clause.....	17
Appendix A	– Memorandum of Understanding Re: Transfer	19
Appendix B	– Letter/Agreement of July 17, 2003.....	20
Appendix C	– Letter/Agreement of January 27, 2004.....	22

AGREEMENT entered into this 30th of March, 2007 by and between the City of New York and related public employers pursuant to and limited to their statutory requirement to be covered by the New York City Collective Bargaining Law City of New York (hereinafter referred to as the "Employer"), and United Federation of Teachers, Local 2, American Federation of Teachers, AFL-CIO (hereinafter referred to as the "Union"), from June 1, 2003 through October 12, 2007.*

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 ONE
UNION RECOGNITION AND UNIT DESIGNATION**

Section 1 Recognition

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):

Title Code#
60820

Title
Supervisor of School Security

Section 2 Unit Designation

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 TWO
UNION DUES CHECK OFF**

Section 1. Check-Off

a. The Union shall have the exclusive right to the check-off 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 Check-Off 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."

*Functionally transferred to the New York City Police Department from the Board of Education of the City of New York on December 20, 1998. The Memorandum of Understanding between the parties on certain issues arising out of such transfer is attached hereto.

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. Agency Shop

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 THREE
COMPENSATION AND PAID TIME**

Section 1. General Provisions

a. This Article 3 is subject to the provisions, terms and conditions of the Alternative Career and Salary Pay Plan Regulations, dated March 15, 1967 as amended, except that the specific terms and conditions of this Article shall supersede any provisions of such Regulations inconsistent with this Agreement subject to the limitations of applicable provisions of law.

b. Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, advancement or level increases, general increases, and any other salary adjustments, are based upon a normal workweek of 40 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 rate1/261 of the appropriate minimum basic salary.

Hourly rate (40-hour week basis)1/2088 of the appropriate minimum basic salary.

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

Section 2. Salaries and General Wage Increases

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

Title	Effective 12/1/03	Effective 12/1/04	Effective 11/1/05	Effective 10/1/06
Supervisor of School Security	\$47,878	\$49,554	\$52,279	\$53,980

- b. The general increases, effective as indicated, shall be:
- i. Effective December 1, 2003, Employees shall receive a general increase of 2 percent.
 - ii. Effective December 1, 2004, Employees shall receive an additional general increase of 3.5 percent.
 - iii. Effective November 1, 2005, Employees shall receive an additional general increase of 5.5 percent.
 - iv. Effective October 1, 2006, Employees shall receive an additional general increase of 3.25 percent.
 - v. 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 2(b)(i) and 2(b)(ii) and 2(b)(iii) and 2(b)(iv) on the basis of computations heretofore utilized by the parties for all such Employees.
- c. The increases provided for in Section 2(b) above shall be calculated as follows:
- i. The general increase in Section 2(b)(i) shall be based upon the base rates (including salary or incremental salary schedules and longevity differentials) of the applicable titles in effect on November 30, 2003.
 - ii. The general increase in Section 2(b)(ii) shall be based upon the base rates (including salary or incremental salary schedules and longevity differentials) of the applicable titles in effect on November 30, 2004.
 - iii. The general increase in Section 2(b)(iii) shall be based upon the base rates (including salary or incremental salary schedules and longevity differentials) of the applicable titles in effect on October 31, 2005.
 - iv. The general increase in Section 2(b)(iv) shall be based upon the base rates (including salary or incremental salary schedules and longevity differentials) of the applicable titles in effect on September 30, 2006.

Section 3. Leaves of Absence

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 3.

Section 4. Longevity Differentials

Supervisors of School Security shall receive a longevity differential in the pro-rata annual amount set forth below based upon their combined length of City and Board service. The longevity differentials are effective on the Employee's applicable anniversary date and are part of the Employee's regular annual salary.

<u>Effective Date</u>	<u>10 years</u>	<u>15 years</u>	<u>20 years</u>	<u>22 years</u>
December 1, 2003	\$657	\$1,316	\$2,304	\$2,561

December 1, 2004	\$680	\$1,362	\$2,385	\$2,651
November 1, 2005	\$717	\$1,437	\$2,516	\$2,797
October 1, 2006	\$741	\$1,484	\$2,598	\$2,888

Section 5. Uniform Allowance

The Employer shall pay each Supervisor of School Security an annual uniform allowance in accordance with existing Employer practice, as follows:

Effective December 1, 2003	\$566
Effective December 1, 2004	\$583
Effective October 1, 2006	\$602

**ARTICLE FOUR
WELFARE FUND**

Section 1. Welfare Fund Contributions

a. The Employer shall continue to contribute the pro-rata amount of \$1520 (\$1585 effective July 1, 2004; \$1620 effective July 1, 2005; \$1685 effective January 1, 2006 and \$1585 effective July 1, 2006) per annum for each full-time Employee covered by this Agreement or for any former Board of Education Employee separated from service who was receiving benefits on that date for supplemental welfare benefits payments. Current payments will be made pursuant to the terms of a supplemental agreement reached by the parties subject to the approval of the Corporation Counsel.

b. The Health Benefits Agreement, dated July 22, 2005, is deemed to be part of this Agreement. The side letter agreements between the City Commissioner of Labor Relations James F. Hanley, and UFT President Randi Weingarten, dated June 30, 2004 and July 13, 2005, is deemed to be part of this Agreement. Pursuant to those Agreements, the parties have agreed to a series of payments to the Welfare Fund.

c. Pursuant to the Municipal Labor Coalition Benefits Agreement, the Union Welfare Fund shall provide welfare fund benefits equal to the benefits provided on behalf of an active Welfare Fund-covered Employee to widow(ers), domestic partners and/or children of any active Welfare Fund-covered 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.

d. The Employer will also continue to make payments for supplemental benefits at the rates per year set forth herein on a pro-rata basis for ninety days from the day of layoff on behalf of each Employee who is laid off.

Section 2. Domestic Partners

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.

**ARTICLE FIVE
PERFORMANCE LEVELS AND SUPERVISORY RESPONSIBILITY**

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, the practical impact that decisions on the above matters have on Employees' terms and conditions of employment are within the scope of collective bargaining. The Employer will give the Union prior notice of establishing and/or revising 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 1, Section 1, of this Agreement. Notwithstanding the above, the practical impact that decisions on the above matters have on Employees' term and conditions of employment are within the scope of collective bargaining. The Employer will give the Union prior notice of establishing and/or revising of standards for supervisory responsibility hereunder.

b. Employees who fail to meet such acceptable standards may be subject to disciplinary measures in accordance with applicable law.

**ARTICLE SIX
GRIEVANCE PROCEDURE**

Section 1. Definition

The term "Grievance" shall mean:

a. A dispute concerning the application or interpretation of the terms of this Agreement;

b. A claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided disputes involving the Personnel Rules and Regulations of the City of New York shall not be subject to the grievance procedure or arbitration;

c. A claimed assignment of Employees to duties substantially different from those stated in their job specifications;

d. A claimed improper holding of an open-competitive rather than a promotional examination;

e. A claimed wrongful disciplinary action taken against a permanent Employee covered by Section 75(1) of the Civil Service Law upon whom the agency head has served written charges of incompetence or misconduct while the Employee is serving in the Employee's permanent title or which affects the Employee's permanent status; and

f. A claimed wrongful disciplinary action taken against a provisional Employee who has served for two years in the same or similar title or related occupational group in the same agency.

Section 2. Procedure

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

Employees may at any time informally discuss with their supervisors a matter which may become a grievance. If the results of such a discussion are unsatisfactory, the Employees may present the grievance at **Step 1**.

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

Step 1. 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 appointment to discuss the grievance shall take any steps necessary to a proper disposition of the grievance and shall issue a determination in writing by the end of the third work day following the date of submission.

Step 2. An appeal from an unsatisfactory determination at Step 1, 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 1. The appeal must be made within five (5) workdays of the receipt of the Step 1 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 (10th) workday following the date on which the appeal was filed.

Step 3. An appeal from an unsatisfactory determination at Step 2 shall be presented by the Employee and/or the Union to the Commissioner of Labor Relations in writing within ten (10) workdays of the receipt of the Step 2 determination. The grievant or the Union should submit copies of the Step 1 and Step 2 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 2 determinations and shall issue a determination on such appeals within fifteen (15) workdays following the date on which the appeal was filed.

Step 4. An appeal from an unsatisfactory determination at Step 3 may be brought solely by the Union to the Office of Collective Bargaining for impartial arbitration within fifteen (15) workdays of receipt of the Step 3 determination. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance". The Employer shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accordance with Title 61 of the Rules of the City of New York. The costs and fees of such arbitration shall be borne equally by the Union and the Employer.

The assigned arbitrator shall hold a hearing at a time and place convenient to the parties and shall issue an award within thirty (30) days after the completion of the hearing.

The arbitrator's decision, order or award (if any) shall be limited to the application and interpretation of the Agreement, and the arbitrator shall not add to, subtract from or modify the Agreement. 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 and direct such relief as the arbitrator deems necessary and proper, subject to the limitations set forth and any applicable limitations of law.

Section 3. Waiver

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

Section 4. Examinations

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 fifteen (15) days of the presentation of such grievance to the Commissioner of Labor Relations, and the arbitrator shall decide such grievance within seventy-five (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. Discipline (Permanent Employee)

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 1 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 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. 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.

Step B

(i) -- If the Employee is not satisfied with the determination at **Step A** above then the Employer shall proceed in accordance with the disciplinary procedures set forth in Section 75 of the Civil Service Law. As an alternative, the Union with the consent of the Employee may choose to proceed in accordance with the Grievance Procedure set forth in this Agreement, including the right to proceed to binding arbitration pursuant to Step 4 of such Grievance Procedure. As a condition for submitting the matter to the Grievance Procedure the Employee and the Union shall file a written waiver of the right to utilize

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

(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) workdays 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 workday 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 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) workdays of the determination of the agency head or designated representative. The Commissioner of Labor Relations shall issue a written reply to the grievant and to the Union within fifteen (15) workdays.

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 4 of the Grievance Procedure set forth in this Agreement.

Section 6. Discipline (Provisionals)

In any case involving a grievance under Section 1 (f) 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 1 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.

(i) -- If the Employee is not satisfied with the determination at Step A above, then the Employee may choose to proceed in accordance with the Grievance Procedure set forth in this Agreement through Step 3. The Union, with the consent of the Employee, shall have the right to proceed to binding arbitration pursuant to Step 4 of such Grievance

Procedure. The period of an Employee's suspension without pay pending hearing and determination of charges shall not exceed thirty (30) days.

(ii) -- 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) workdays 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 workday 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) workdays.

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 4 of the Grievance Procedure set forth in this Agreement.

Section 7. Group Grievances

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 3 of the Grievance Procedure. Such "group" grievance must be filed no later than 120 days after the date on which the grievance arose, and all other procedural limits, including time limits, set forth in this Article shall apply. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance.

Section 8. Failure to Implement

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 3 of the Grievance Procedure; or if a satisfactory Step 3 determination has not been so implemented, the Union may institute a grievance concerning such failure to implement at Step 4 of the Grievance Procedure.

Section 9. Time Limits

If the Employer exceeds any time limits 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 4.

Section 10. Notification

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

Section 11. Waivers by Parties

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

Section 12. Exclusive Remedy

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 are 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 14 and notify the parties of proposed hearing dates for such cases.

(2) The parties shall have ten business days from the receipt of the Deputy 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 SEVEN

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 EIGHT
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 NINE
CITYWIDE ISSUES**

Section 1. Application

a. Except as provided in Section 2 through 4 of this Article Nine, 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.

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

Section 2. Annual Leave

Effective September 1, 2002 Supervisors of School Security shall have an annual leave allowance as follows:

a. Supervisors of School Security hired before September 9, 1985

<u>Years of Service</u>	<u>Monthly Accrual Rate</u>	<u>Annual Leave Allowance</u>
Less than 8 years	1 2/3 days	20 work days
8 to 15 years	2 days plus one additional day in December	25 work days
15 years or more	2 1/4 days	27 work days

b. Supervisors of School Security hired on or after September 9, 1985

<u>Years of Service</u>	<u>Monthly Accrual Rate</u>	<u>Annual Leave Allowance</u>
At the beginning of the Employee's first year	One (1) day per month after the first two (2) months	10 work days
At the beginning of the Employee's second year	One (1) day per month plus one (1) additional day at the end of the second year.	13 work days
At the beginning of the Employee's third year	One (1) day per month plus one (1) additional day at the end of the third year.	13 work days

At the beginning of the Employee's fourth year	1 ¼ days per month	15 work days
At the beginning of the Employee's fifth year	1 2/3 days per month	20 work days
At the beginning of the Employee's eighth year	Two (2) days per month plus one (1) additional day at the end of the 8 th through 14 th years.	25 work days
At the beginning of the Employee's fifteenth year	2 ¼ days per month	27 work days

Section 3. Special Annual Leave Accrual

Current Supervisors of School Security who were functionally transferred to the New York City Police Department on December 20, 1998, will receive six days (48 hours) of annual leave to be credited to their leave balances in lieu of the holidays they would have received pursuant to their Board of Education contract.

Section 4. Summer Hours

Effective September 1, 2002 Supervisors of School Security shall forego any entitlement to summer hours.

**ARTICLE TEN
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 ELEVEN
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 TWELVE
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 THIRTEEN
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.

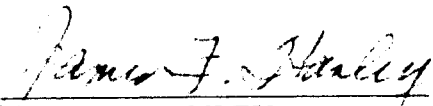
**ARTICLE FOURTEEN
SAVINGS CLAUSE**

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

WHEREFORE, we have hereunto set our hands and seals this 30th day of March 2007

For the City of New York:

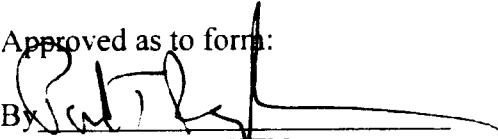
For the United Federation of Teachers:



JAMES F. HANLEY
Commissioner of Labor Relations



RANDI WEINGARTEN
President, UFT

Approved as to form:

By _____
PAUL T. REPHEN
Acting Corporation Counsel

Certified to the Financial Control Board:

DATE: _____

UNIT: Supervisors of School Security

TERM: June 1, 2003 through October 12, 2007



APPENDIX A
Memorandum of Understanding Re: Transfer

Memorandum of Understanding entered into this 15th day of March, 1999, by and between the City of New York and The United Federation of Teachers.

WHEREAS, the Board of Education of the City School District of the City of New York ("Board") and the City of New York ("City") have entered into a Memorandum of Understanding concerning the performance of school safety functions by the New York City Police Department for the benefit of the City School District of the City of New York;

WHEREAS, such Memorandum provides for the functional transfer of School Safety Supervisors to the New York City Police Department from the Board of Education, and provides for such issues pertaining to these employees as pension and discipline;

WHEREAS, the School Safety Supervisors were covered by a collective bargaining agreement between the Board and the United Federation of Teachers ("UFT"), which agreement ceased to cover employees transferred on the date of the functional transfer;

WHEREAS, the City, the Board and the UFT have met to discuss the impact of such transfer on School Safety Supervisors ("employees"); and

WHEREAS, the parties have come to an agreement on certain issues arising out of such transfer and wish to memorialize such agreement in writing;

NOW, THEREFORE, the City, the Board and the UFT hereby agree as follows:

FIRST: Effective on the date of the functional transfer the transferred employees shall be covered by all applicable provisions of the 1990-92 Citywide Agreement, as amended by the 1995-2000 MCMEA.

SECOND: A separate unit agreement shall be negotiated between the City and the UFT to cover the transferred employees to be effective on the date of transfer to the Police Department. Pending negotiation of a separate unit agreement, the salaries, as set forth in Article Three and the welfare fund contributions, as set forth in Article Five, subsection b of the 1995-2000 agreement between the UFT and the Board covering Supervisors of School Safety shall be the rates paid by the City. The City shall take the necessary steps to notify the Board of Collective Bargaining of the voluntary recognition of the UFT as the bargaining agent for the School Safety Supervisors.

WHEREFORE, we have hereunto set our hands and seals this 15th day of March 1999,

FOR: THE CITY OF NEW YORK:

BY/s/ James F. Hanley

FOR: THE UFT:

BY /s/ Randi Weingarten

APPENDIX B
Letter/Agreement of July 17, 2003

July 17, 2003

Ms. Randi Weingarten
President
United Federation of Teachers
52 Broadway
New York, NY 10004

Dear Ms. Weingarten:

The parties hereby agree to amend the second sentence of their agreement regarding Supervisors of School Security that is set forth in Paragraph 3 of Appendix N of the Memorandum of Agreement dated June 10, 2002 as follows:

"For the Supervisor of School Security title, the parties have agreed to increase salaries (including longevity differentials) of Supervisors of School Security by 16% effective November 16, 2000 – May 31, 2003 in a manner consistent with the Teachers settlement for the period.

As part of the settlement, the parties have agreed that, effective September 1, 2002, the Supervisors of School Security:

- Will receive the holidays set forth in the Citywide Agreement instead of those they received pursuant to their collective bargaining agreement with the Board of Education that was in effect until the functional transfer of these employees to the New York City Police Department on December 20, 1998;
- Retain the annual leave schedule from the Board of Education contract;
- Forego any entitlement to summer hours."

Effective on ratification of the December 20, 1998 to November 15, 2000 and the November 16, 2000 to May 31, 2003 collective bargaining agreements, incumbent Supervisors of School Security will receive retroactively the uniform allowance and salary payments agreed to by the parties in those collective bargaining agreements.

The retroactive uniform allowance will be as follows: current Supervisors of School Security who were functionally transferred to the New York City Police Department on December 20, 1998 will receive a one-time two hundred dollar (\$200.00) uniform allowance for the period up to and including June 30, 1999. Each Supervisor of School Security will thereafter receive an annual uniform allowance of five hundred and fifty-five dollars (\$555.00) in accordance with existing Employer practices.

APPENDIX C
Letter/Agreement of January 27, 2004

January 27, 2004

Randi Weingarten
President
United Federation of Teachers
52 Broadway
New York, NY 10004

Re: Supervisors of School Security
2000-2003 Agreement – Article Four, Section 1 ("Welfare
Fund")

Dear Ms. Weingarten:

Pursuant to Article Four, Section 1 of the 2000-2003 Agreement, the parties agree that there shall be an increase in the welfare fund contribution of \$200 per annum, effective on the last day of the Agreement.

For purposes of implementing this rate increase to the Welfare Fund on behalf of Retirees, the following shall apply:

- The monthly contribution for April 2003 shall be \$110.00
- The monthly contribution for May 2003 shall be \$110.55
- The monthly contribution for each month thereafter shall be \$126.6667

The contribution rates herein covering part-time employees will be based on the existing methods.

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

Very truly yours,

/s/ James F. Hanley
JAMES F. HANLEY

**AGREED AND ACCEPTED ON BEHALF OF
UNITED FEDERATION OF TEACHERS**

BY: /s/ Randi Weingarten
RANDI WEINGARTEN
President

The retroactive salary increases for the Supervisors of School Security will be as follows: a 4% wage increase effective November 16, 2000, 5% effective November 16, 2001 and an additional 6.227% effective September 1, 2002.

For the period December 20, 1998 to September 1, 2002, current Supervisors of School Security who were functionally transferred to the New York City Police Department on December 20, 1998, will receive 6 days (48 hours) of annual leave to be credited to their leave balances in lieu of the holidays they would have received pursuant to their Board of Education contract.

If the above conforms to your understanding, please countersign below.

Yours truly,

/s/ James F. Hanley
James F. Hanley

Accepted and Agreed:

For United Federation of Teachers

/s/ Randi Weingarten
Randi Weingarten

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>7/1/02</u>	<u>7/1/03</u>	<u>7/1/04</u>
Assistant Maintenance Supervisor	\$1,100	\$1,133	\$1,156
Assistant Principal Custodial Supervisor	\$1,100	\$1,133	\$1,156
Associate Park Service Worker	\$1,100	\$1,133	\$1,156
Crew Chief (Pest Control)	\$899	\$926	\$945
Curator of Jumel Mansion	\$750	\$773	\$788
Custodial Assistant (including OTB)	\$750	\$773	\$788
Custodial Supervisor (incl spec.)	\$801	\$825	\$842
Exterminator	\$899	\$926	\$945
Laborer (City Rent)	\$750	\$773	\$788
Lock Technician (OTB)	\$1,100	\$1,133	\$1,156
Maintainer (OTB)	\$1,100	\$1,133	\$1,156
Maintenance Supervisor	\$1,148	\$1,182	\$1,206
Pest Control Aide	\$899	\$926	\$945
Principal Custodial Supervisor	\$1,199	\$1,235	\$1,260
Security Specialist	\$1,100	\$1,133	\$1,156
Senior Custodial Supervisor	\$1,002	\$1,032	\$1,053
Senior Supervisor (Exterminators)	\$1,199	\$1,235	\$1,260
Senior Crew Chief (Pest Control)	\$1,100	\$1,133	\$1,156
Supervising Maintainer (OTB)	\$1,148	\$1,182	\$1,206
Supervisor (Exterminators)	\$1,100	\$1,133	\$1,156

007.

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>7/1/02</u>	<u>7/1/03</u>	<u>7/1/04</u>
Assistant Park Director	Department Parks/Recreation	\$270	\$278	\$284
Foreman of Gardeners	Department Parks/Recreation	\$270	\$278	\$284
General Park Foreman	Department Parks/Recreation	\$270	\$278	\$284
Horticulturist	Department Parks/Recreation	\$270	\$278	\$284
Associate Park Service Worker	Department Parks/Recreation	\$192	\$198	\$202
City Park Worker		\$192	\$198	\$202
Park Service Worker		\$192	\$198	\$202
Climber & Pruner	Department Parks/Recreation	\$234	\$241	\$246
Gardener	Department Parks/Recreation	\$162	\$167	\$170
Park Supervisor	Department Parks/Recreation	\$973	\$1,002	\$1,022
Principal Park Supervisor	Department Parks/Recreation	\$973	\$1,002	\$1,022
Attendant [Female] *,**,***	Department Transportation	\$88	\$91	\$93
City Attendant [Female] ***		\$88	\$91	\$93
Traffic Device Maintainer	Dept. of Transportation	\$123	\$127	\$130
Police Attendant	Police Department	\$180	\$185	\$189
City Elevator Operator	Department of Corrections	\$436	\$449	\$458
City Security Aide	DCAS/Div. Public Bldgs	\$436	\$449	\$458
Watch Person*	Health & Hospitals Corporation	\$436	\$449	\$458
	Human Resources Administration			
	Police Department			
Supervisor of Parks Maint. & Operations		\$973	\$1,002	\$1,022

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.

06007

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>7/1/02</u>	<u>7/1/03</u>	<u>7/1/04</u>
Associate Urban Park Ranger Urban Park Ranger	Dept. Parks & Recreation	\$262	\$270	\$275
Assistant City Highway Repairer Assistant Highway Repairer	Dept. of Transportation	\$134*	\$138*	\$141*

* For Safety Equipment

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 July 1, 2002</u>	<u>Effective July 1, 2003</u>	<u>Effective July 1, 2004</u>
\$4.20	\$4.33	\$4.42

- 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 July 1, 2002</u>	<u>Effective July 1, 2003</u>	<u>Effective July 1, 2004</u>
\$626	\$645	\$658

- 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 July 1, 2002</u>	<u>Effective July 1, 2003</u>	<u>Effective July 1, 2004</u>
\$2,089	\$2,152	\$2,195

002

- 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 July 1, 2002</u>	<u>Effective July 1, 2003</u>	<u>Effective July 1, 2004</u>
\$1,046	\$1,077	\$1,099

- 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 July 1, 2002</u>	<u>Effective July 1, 2003</u>	<u>Effective July 1, 2004</u>
\$809	\$833	\$850

- 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>7/1/02</u>	<u>7/1/03</u>	<u>7/1/04</u>
16 Yd Packer	\$4.00 (per day)	\$14.42 (per day)	\$14.71 (per day)
25 Yd Packer	\$4.00 (per day)	\$14.42 (per day)	\$14.71 (per day)
Beach Cleaner	\$4.00 (per day)	\$14.42 (per day)	\$14.71 (per day)
Boom Truck	\$4.00 (per day)	\$14.42 (per day)	\$14.71 (per day)
Bus (40 passengers)	\$4.00 (per day)	\$14.42 (per day)	\$14.71 (per day)
Leaf Vacuum	\$4.00 (per day)	\$14.42 (per day)	\$14.71 (per day)
Rollback	\$4.00 (per day)	\$14.42 (per day)	\$14.71 (per day)
Roll-off Container	\$4.00 (per day)	\$14.42 (per day)	\$14.71 (per day)
Surf Rake	\$4.00 (per day)	\$14.42 (per day)	\$14.71 (per day)
Sweeper	\$4.00 (per day)	\$14.42 (per day)	\$14.71 (per day)
Backhoe	\$12.90 (per day)	\$20.60 (per day)	\$21.01 (per day)
Crawler/Bulldozer	\$12.90 (per day)	\$20.60 (per day)	\$21.01 (per day)
Front End Loader	\$12.90 (per day)	\$20.60 (per day)	\$21.01 (per day)
Class A CDL Work	\$0.75 (per day)	\$0.77 (per day)	\$0.79 (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 January 1, 2004</u>	<u>Effective July 1, 2004</u>
\$6,649	\$6,782

16007

- 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:

<u>Effective July 1, 2002</u>	<u>Effective July 1, 2003</u>	<u>Effective July 1, 2004</u>
\$6,329	\$6,519	\$6,649

- 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:

<u>Effective July 1, 2002</u>	<u>Effective July 1, 2003</u>	<u>Effective July 1, 2004</u>
\$2,920	\$3,008	\$3,068

- 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:

<u>Effective July 1, 2002</u>	<u>Effective July 1, 2003</u>	<u>Effective July 1, 2004</u>
\$54	\$56	\$57

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.

100074

- 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.

<u>Effective</u> <u>July 1, 2002</u>	<u>Effective</u> <u>July 1, 2003</u>	<u>Effective</u> <u>July 1, 2004</u>
\$10.59	\$10.91	\$11.13

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>7/1/02</u> <u>RIP</u>	<u>7/1/03</u> <u>RIP</u>	<u>7/1/04</u> <u>RIP</u>
Unit A (Supervisory)	10 Years	\$1,875	\$1,931	\$1,970
Unit B (Non Supervisory)	10 Years	\$1,866	\$1,922	\$1,960

- 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>7/1/02</u> <u>RIP</u>	<u>7/1/03</u> <u>RIP</u>	<u>7/1/04</u> <u>RIP</u>
Unit A (Supervisory)	10 Years	\$1,875	\$1,931	\$1,970
Unit B (Non Supervisory)	10 Years	\$1,298	\$1,337	\$1,364

- 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

06002

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 a provisional employee who has served for two years in the same or similar title or related occupational group in the same agency.
- 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 1(d), 1(e), 1(g), 1(h) and 1 (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 1(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.

06002

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

007

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 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.

STEP B(i) If the Employee is not satisfied with the determination at **STEP A** above, then the Employee may choose to proceed in accordance with the Grievance Procedure set forth in this Agreement through **STEP III**. The Union, with the consent of the Employee, shall have the right to proceed to binding arbitration pursuant to **STEP IV** of such Grievance Procedure. The period of an Employee's suspension without pay pending hearing and determination of charges shall not exceed thirty (30) days.

STEP B(ii) 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 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.

560074

- 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, 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.

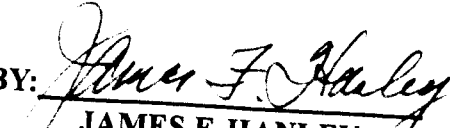
ARTICLE XVII - CIVIL SERVICE AND CAREER DEVELOPMENT

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.

06002

WHEREFORE, we have hereunto set our hands and seals this 3rd day of Oct 2005,

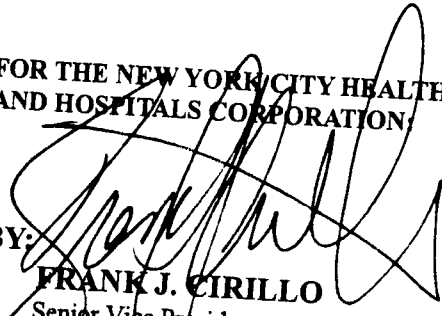
FOR THE CITY OF NEW YORK AND RELATED
PUBLIC EMPLOYERS AS DEFINED HEREIN:

BY: 
JAMES F. HANLEY
Commissioner of Labor Relations

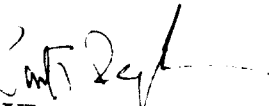
FOR DISTRICT COUNCIL 37,
AFSCME, AFL-CIO:

BY: 
LILLIAN ROBERTS
Executive Director

FOR THE NEW YORK CITY HEALTH
AND HOSPITALS CORPORATION:

BY: 
FRANK J. CIRILLO
Senior Vice President

APPROVED AS TO FORM:

BY: 
PAUL T. REPHEN
Acting Corporation Counsel

DATE SUBMITTED TO THE FINANCIAL CONTROL BOARD: _____, 2005

UNITS: Blue Collar "A" and "B"

TERM: July 1, 2002 - June 30, 2005

OFFICE OF LABOR RELATIONS
REGISTRATION

OFFICIAL

CONTRACT

NO:
06007

DATE:
OCT 03 2005

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 *2002-2005 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 2002 - 2005 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 17½ 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, N.Y. 10006

JAMES F. HANLEY
Commissioner
PAMELA SILVERBLATT
First Deputy Commissioner

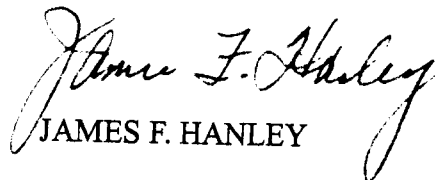
Lillian Roberts, Executive Director
District Council 37, AFSCME, AFL-CIO
125 Barclay Street
New York, New York 10007

Re: 2002 - 2005 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 2002 - 2005 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

Appendix C

As set forth in Section 5 of the 2002 District Council 37 Memorandum of Economic Agreement. ("2002 DC 37 MEA") the parties agree to establish the "Joint Labor Management Committee on Productivity Initiatives" ("Committee").

Composition of the Committee

The Committee shall comprise representatives designated by: the Deputy Mayor for Operations, the Law Department, the Office of Labor Relations, the Office of Management and Budget, the Office of Operations, and District Council 37.

Goals and Objectives

The Committee shall work to identify efficiencies in the administration and delivery of governmental services which shall in turn be utilized to provide additional compensation to employees. This agreement expresses the joint labor and management commitment to associate improved City service and performance with appropriate compensation for the workforce.

The goal of the Committee's work shall be to identify, review, recommend and develop initiatives that generate workplace savings, maximize the potential of the City workforce and ensure the provision of essential services while at the same time improving compensation for the City workforce. To that end, the parties will seek to identify quantifiable savings while at the same time maintaining or improving City services.

The Committee shall make all reasonable efforts to issue a report or reports on or about October 1, 2004 which propose initiatives representing meaningful, quantifiable, recurring savings to the City and which generate funding to be utilized to compensate employees. Upon completion and acceptance of all committee members of the report, an additional one percent (1%) increase shall be paid to employees covered by this agreement.

The parties agree to meet and negotiate the application of any additional savings above 1% generated by the programs developed by the Committee.

Areas for Consideration

The Committee's study may encompass such matters, including, but not limited to, absence control, contracting in, workers compensation and other efficiencies.

1. Sick leave usage. The Committee will seek to design a program to examine baseline data as to sick leave usage as a benchmark for comparison. The goal will be to reduce employee sick leave usage on an ongoing basis as a productivity enhancement.
2. Contracting-in. The Committee shall identify areas wherein City services are now being outsourced with the goal of providing those services by City employees with a cost savings to the City.
3. Workers Compensation Cost Containment Task Force. The Committee shall create a special task force, requesting such assistance of cost containment experts as necessary, with the goal of developing reforms that emphasize effective treatments and speed the return to work; that explore the manner in which treatment services are provided; that set specific standards of evaluation and treatment; and that serve to root out fraudulent claims.
4. Such other areas as the Committee may mutually agree.

Implementation of Savings

The initiatives and programs developed pursuant to this Committee must be unanimously agreed upon. In the event there is a dispute as to the amount of savings generated by an initiative or the implementation of a program, or the savings generated by a program are not paid pursuant to this agreement, a party may file for final and binding arbitration pursuant to Section 12(a) of the 2002 DC 37 MEA.

2002.

Appendix D

For those employees hired between July 15, 1996 through March 31, 2000, upon completion of four (4) years of active or qualified inactive service, an employee in active pay status appointed pursuant to the provisions set forth in Section 5(b) of the 1995 MCMEA shall receive a one-time lump sum payment calculated by taking the difference between the "hiring rate" received by the employee and the indicated minimum for the applicable title set forth in the applicable *Successor Separate Unit Agreement* that was in effect on the one year anniversary of the employee's original date of appointment to their title. Such one-time lump sum payment shall be equivalent to the difference between the annual salary rate the employee would have actually earned during the employee's second year of service had the higher salary rate been in effect and the annual salary rate they did earn.

"Qualified inactive service" is defined for the purposes of this agreement to include the following employees:

1. those who are on preferred or recall lists; or
2. those who are on an approved leave.

"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