

This INDENTURE made the 1st day of November, 2017 between THE CITY OF NEW YORK, hereinafter referred to as the "FIRST PARTY," and Local 14, I.U.O.E. a public employee organization on behalf of CRANE OPERATOR (including specialties) employed in City Departments and Agencies wherein their services are regularly required in five days per week operations, hereinafter referred to as the "Second Party".

W I T N E S S E T H

WHEREAS, the First Party, is a municipal corporation organized under the laws of the State of New York; and

WHEREAS, the Second Party was, and still is, a public employee organization representing employees employed by the City of New York under the title of Crane Operator (including specialties), Captain (Engineer), and Supervisor Crane Operator (AMPES) in City Departments and Agencies wherein their services are regularly required in five days per week operations; and

WHEREAS, certain differences between the parties herein have arisen with respect to rates of wages in the City of New York; and

WHEREAS, it is the desire of the parties herein to compromise their differences by the acceptance of certain annual or daily rates of pay and perquisites to be paid to employees represented by the Second Party both retroactively and prospectively for the affected period in full settlement of services rendered and to be rendered;

NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

1. The First Party hereby agrees for the period between **June 3, 2009 to June 2, 2017**, except as otherwise provided in this paragraph 1, to provide for the employment of the signatory Second Party as employed in City Departments and Agencies, at the respective annual compensation, number of hours per day and number of days per year more fully hereinafter specified as follows:

<u>Crane Operator (including specialties)</u>			
<u>Period</u>	<u>Annual Rate for 249 (8 Hour) Working Days</u>	<u>Daily Rate (8 Hour)</u>	<u>Hourly Rate</u>
6/3/2009 - 12/2/2010	\$112,274	\$450.90	\$56.36
12/3/2010 - 12/2/2011	\$113,397	\$455.41	\$56.93
12/3/2011 - 12/2/2012	\$114,530	\$459.96	\$57.50
12/3/2012 - 12/2/2013	\$115,676	\$464.56	\$58.07
12/3/2013 - 12/2/2014	\$117,411	\$471.53	\$58.94
12/3/2014 - 12/2/2015	\$120,346	\$483.32	\$60.42
12/3/2015 - 6/2/2016	\$124,024	\$498.09	\$62.26
6/3/2016 - 6/2/2017	\$125,775	\$505.12	\$63.14

2. It is also understood and agreed that in addition to the annual compensation referred to in paragraph "1" herein, that the First Party also agrees to provide to each employee represented by a signatory Second Party in his or her respective title, payment of one (1) additional day's pay in cash at the respective daily rates as indicated in paragraph "1" herein for the holidays listed below and limited to the day the holiday is observed:

New Years Day	Martin Luther King Jr.'s Birthday	Lincoln's Birthday
Washington's Birthday	Memorial Day	Independence Day
Labor Day	Columbus Day	Election Day
Veterans Day	Thanksgiving Day	Christmas Day

It is further understood and agreed, that should the services of employees represented by the Second Party be required on any

of the above holidays, the First Party will provide to each employee represented by the Second Party further compensation for such actual work performed, by the payment in cash of one and one-half (1-1/2) additional days pay for each eight (8) hours of work at the respective daily rate indicated in paragraph "1" herein only. Such payment shall preclude the grant of any additional time off.

3. It is further understood and agreed that the complement of working days referred to in paragraph "1" hereof shall exclude Saturdays, Sundays, and legal holidays.

In cases of emergency where it becomes necessary to perform work on Sundays, such work shall be compensated for by payment at the rate of double time (2x) in cash. Such payment shall preclude the grant of any additional time off.

In cases of emergency where it becomes necessary to perform work on Saturdays or legal holidays (except for those legal holidays enumerated in paragraph "2" herein), and work over an eight (8) hour day and chart day, such work shall be compensated for by payment in cash at the rate of double time (2x).

It is further understood and agreed that a shift differential shall be paid to each employee represented by the Second Party for each shift worked between the hours of 4:00 P.M. to Midnight and Midnight to 8:00 A.M. for each day actually worked. The night shift differential shall also be paid when four (4) or more hours in any regular assigned shift are worked within the hours of 4:00 P.M. to 8:00 A.M.

The night shift differential shall be \$4.69 per shift.

Compensation Accrual Fund:

The following contributions will be paid per Employee by the City of New York, et al., to a Compensation Accrual Fund, to be administered by I.U.O.E. Locals 14 and 15. Effective June 3, 2007: \$1.93 for each paid working day up to a maximum of \$503.73 per annum on behalf of all full-time and full-time per diem employees. For part-time employees who work less than eight hours a day, the amount paid shall be based on a prorated amount, which is calculated against an eight hour day, up to a maximum of \$503.73 per annum. For the purpose of these payments, excluded from paid working days are all scheduled days off, all days in non-pay status, and all paid overtime. This Compensation Accrual Fund benefit will be subject to a separate agreement between the City of New York et al., and the Complainant. The liability of the City of New York et al., shall in no event exceed the amount hereinabove set forth for each effective day payable, irrespective of any upward modification by reason of imposition of any taxes, liens, attorneys' fees or otherwise, and provided further that the amount of contributions by the City et al., shall be limited solely to the payment as provided herein.

4. It is also understood and agreed that effective June 3, 2009, employees represented by the Second Party shall accrue sick leave benefits at the rate of six (6) days per year.

It is further understood and agreed that the First Party shall grant terminal leave of one (1) month for every ten (10) years of service prior to retirement to employees signatory to this agreement.

Any leave accrual provisions set forth in Appendix A annexed hereto shall be modified to provide for the following:

Effective June 3, 2009, no paid leave benefits set forth in Article III, Sections (1)(a)-(f) of Appendix A annexed hereto shall apply

It is also understood and agreed that vacation-with-pay allowances for employees who work a 249 day year and who were hired on or after July 1, 1985 shall accrue as follows:

Effective June 3, 2009

<u>Years in Service</u>	<u>Annual Leave Allowance</u>	<u>Monthly Accrual (hh:mm)</u>
At the beginning of the employee's 1st year	10 work days	06:40
At the beginning of the employee's 5th year	15 work days	10:00
At the beginning of the employee's 15th year	17 work days	11:20

5. The First Party further agrees during the term of this agreement to continue to provide a sum not to exceed the annual amount of \$1,575 effective June 3, 2009, or the pro-rata share thereof for each incumbent member of the Second Party in a title set forth in paragraph 1, for the purpose of furnishing certain supplementary benefits in accordance with the provisions of a mutually agreed upon welfare fund as contained in the terms of a separate agreement entered into for such purpose.

Employees represented by a Second Party who have been separated from service subsequent to July 1, 1984, and who are covered by a Welfare Fund at the time of such separation pursuant to a separate agreement between the City of New York and a Second Party representing such employees, shall continue to be so covered subject to the provisions hereof on the following contributory basis. Effective June 3, 2009, the contribution shall continue to be paid at the rate of \$1,575 per employee per annum. Contributions shall be made only for such time as said individuals remain primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the City of New York through such programs; or are retirees of the New York City Employees Retirement System who have completed at least five (5) years of full time service with the City of New York, except that contributions for those employees hired after December 27, 2001 shall be governed by the provisions of §12-126 of the Administrative Code of the City of New York, as amended.

6. The rates referred to in this agreement have been agreed upon in compromise for the purposes of effectuating a settlement, and, therefore are not to be construed as rate fixations of prevailing wages under Section 220 of the Labor Law.

7. Simultaneous with payment of the differentials between rates heretofore paid to and the rates referred to herein, each of the Second Party and each employee represented by the Second Party for the period of this agreement agrees to:

- (a) Withdraw any Labor Law Claim or claims or other claims seeking additional compensation for all periods covered by this agreement;
- (b) Refrain from filing a Labor Law Claim or other claims for any period covered by this

agreement and specifically for the period to expire on **June 2, 2017**

- (c) Waive any right to receive prevailing rates or other adjustments of wages for the effective periods of this agreement;
- (d) Extend to the First Party a general release in the form now in use by the City of New York for similar purposes;
- (e) Discontinue any and all actions and/or Article 78 proceedings or other proceedings heretofore commenced by him or on his behalf for the effective period of this agreement;
- (f) Waive any and all rights and remedies with respect to wage supplements now provided by Chapter 750 of the Laws of 1956 except as herein otherwise provided, for the period of this agreement;
- (g) Waive any and all interest on all differentials of basic rates of wages and supplemental benefits. It is expressly understood that such waiver shall include the waiver of any right to interest payments due pursuant to subdivision 8c of Section 220 of the Labor Law (L. 1967, c, 502, S1). However,
 - (1) Interest on wage increases shall accrue at the rate of three percent (3%) per annum from one hundred-twenty (120) days after the filing date of this Agreement or one hundred-twenty (120) days after the effective date of the increase, whichever is later, to the date of actual payment.
 - (2) Interest on shift differentials, holiday and overtime pay, shall accrue at the rate of three percent (3%) per annum from one hundred-twenty (120) days following their earning or one hundred-twenty (120) days after the filing date of this Agreement, whichever is later, to the date of actual payment.
 - (3) Interest accrued under (1) or (2) above shall be payable only if the amount of interest due to an individual exceeds five dollars (\$5).

8. The provisions of this agreement shall be consistent with applicable provisions of the New York State Financial Emergency Act for the City of New York as amended. The terms and conditions of this agreement are subject to approval by the Mayor of the City of New York otherwise the same shall be of no force and effect whatever.

CITY OF NEW YORK

BY:  _____

Robert W. Linn
Commissioner of Labor Relations

FIRST PARTY

BY:  _____

Edwin Christian
Business Manager, IUOE Local 14

SECOND PARTY

Crane Operators: Five Day Operations

Term of Agreement: **June 3, 2009 through June 2, 2017**

GENERAL RELEASE AND WAIVER

Local 14, I.U.O.E., AFL-CIO, (hereinafter referred to as the "Union"), as the certified collective bargaining representative of employees in the title, Crane Operator (including specialties), Captain (Engineer), and Supervisor Crane Operator (AMPES) for and in consideration of the wage rates and supplemental benefit package negotiated and agreed upon by the Union and the City of New York as set forth in a collective bargaining agreement for the period **June 3, 2009 through June 2, 2017**, a copy of which has been made available to the Union, hereby voluntarily and knowingly agrees to:

1. Waive, withdraw, relinquish, and refrain from filing, pursuing or instituting any claim for wages, supplements or other benefits, or any right, remedy, action or proceeding, which the Union has or may have under Section 220 of the Labor Law.
2. Discontinue any and all action or proceedings, if any, heretofore commenced by me or on my behalf of the above mentioned titles under and pursuant to Section 220 of the Labor Law applicable to the period **June 3, 2009 through June 2, 2017**.
3. Waive any and all interest on all differentials of basic rates of wages and supplemental benefits from **June 3, 2009 through June 2, 2017** except as expressly agreed upon in writing by the Union and the City. It is expressly understood that such waiver shall include the waiver of any right to interest payments pursuant to Subdivision 8c of Section 220 of the Labor Law (L. 1967,c. 502, Section 1).
4. Release and forever discharge the City of New York from all manner of actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, cariansces, trespasses, damages, judgments, extents, executions, claims and demands whatsoever in law or in equity which the Union, on behalf of employees in the above titles, shall or may have, by reason of any claim for wages or supplemental benefits pursuant to Section 220 of the Labor Law from **June 3, 2009 through June 2, 2017** except as expressly agreed upon in writing by the Union and the City for that period.

LOCAL 14, I.U.O.E., AFL-CIO



EDWIN L. CHRISTIAN
Business Manager



OFFICE OF LABOR RELATIONS

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

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

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

November 1, 2017

Edwin Christian
Business Manager
International Union of Operating Engineers – Local 14
141-57 Northern Boulevard
Flushing, New York, NY 11354

RE: Crane Operators Agreement

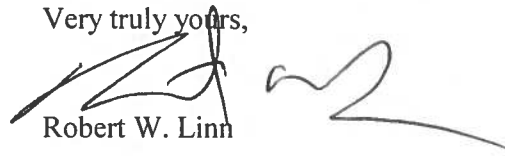
Dear Sirs:

This is to confirm the understanding and agreement of the parties concerning lump sum cash payments for employees in the above-referenced title covered by the Consent Determination for the period of June 3, 2009 through June 2, 2017.

- i** A lump sum cash payment in the amount of \$1,000, prorated for other than full-time employees, shall be payable as soon as practicable upon execution of this Agreement to those bargaining unit members who were on active payroll as of the day of ratification.
- ii** The lump sum cash payment shall be pensionable, consistent with applicable law.
- iii** The lump sum cash payments shall not become part of the Employee's basic salary rate nor be added to the Employee's basic salary for the calculation of any salary based benefits including the calculation of future collective bargaining increases.
- iv** For circumstances that were not anticipated by the parties regarding eligibility for the Ratification Bonus, the First Deputy Commissioner of Labor Relations may elect to issue, on a case-by-case basis, interpretations concerning the application of this side letter. Such interpretations shall not be subject to any dispute resolution procedures

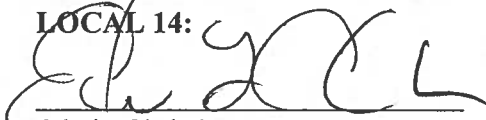
If the above accords with your understanding, please indicate your acceptance by signing below.

Very truly yours,



Robert W. Linn

**AGREED AND ACCEPTED BY
LOCAL 14:**



Edwin Christian
Business Manager



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

ROBERT W. LINN
Commissioner

May 5, 2014

Harry Nespoli
Chair, Municipal Labor Committee
125 Barclay Street
New York, NY 10007

Dear Mr. Nespoli:

This is to confirm the parties' mutual understanding concerning the following issues:

1. Unless otherwise agreed to by the parties, the Welfare Fund contribution will remain constant for the length of the successor unit agreements, including the \$65 funded from the Stabilization Fund pursuant to the 2005 Health Benefits Agreement between the City of New York and the Municipal Labor Committee.
2. Effective July 1, 2014, the Stabilization Fund shall convey \$1 Billion to the City of New York to be used to support wage increases and other economic items for the current round of collective bargaining (for the period up to and including fiscal year 2018). Up to an additional total amount of \$150 million will be available over the four year period from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties. Thereafter, \$ 60 million per year will be available from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties.
3. If the parties decide to engage in a centralized purchase of Prescription Drugs, and savings and efficiencies are identified therefrom, there shall not be any reduction in welfare fund contributions.
4. There shall be a joint committee formed that will engage in a process to select an independent healthcare actuary, and any other mutually agreed upon additional outside expertise, to develop an accounting system to measure and calculate savings.

5. The MLC agrees to generate cumulative healthcare savings of \$3.4 billion over the course of Fiscal Years 2015 through 2018, said savings to be exclusive of the monies referenced in Paragraph 2 above and generated in the individual fiscal years as follows: (i) \$400 million in Fiscal Year 2015; (ii) \$700 million in Fiscal Year 2016; (iii) \$1 billion in Fiscal Year 2017; (iv) \$1.3 billion in Fiscal Year 2018; and (v) for every fiscal year thereafter, the savings on a citywide basis in health care costs shall continue on a recurring basis. At the conclusion of Fiscal Year 2018, the parties shall calculate the savings realized during the prior four-year period. In the event that the MLC has generated more than \$3.4 billion in cumulative healthcare savings during the four-year period, as determined by the jointly selected healthcare actuary, up to the first \$365 million of such additional savings shall be credited proportionately to each union as a one-time lump sum pensionable bonus payment for its members. Should the union desire to use these funds for other purposes, the parties shall negotiate in good faith to attempt to agree on an appropriate alternative use. Any additional savings generated for the four-year period beyond the first \$365 million will be shared equally with the City and the MLC for the same purposes and subject to the same procedure as the first \$365 million. Additional savings beyond \$1.3 billion in FY 2018 that carry over into FY 2019 shall be subject to negotiations between the parties.

6. The following initiatives are among those that the MLC and the City could consider in their joint efforts to meet the aforementioned annual and four-year cumulative savings figures: minimum premium, self-insurance, dependent eligibility verification audits, the capping of the HIP HMO rate, the capping of the Senior Care rate, the equalization formula, marketing plans, Medicare Advantage, and the more effective delivery of health care.

7. Dispute Resolution

- a. In the event of any dispute under this agreement, the parties shall meet and confer in an attempt to resolve the dispute. If the parties cannot resolve the dispute, such dispute shall be referred to Arbitrator Martin F. Scheinman for resolution.
- b. Such dispute shall be resolved within 90 days.
- c. The arbitrator shall have the authority to impose interim relief that is consistent with the parties' intent.
- d. The arbitrator shall have the authority to meet with the parties at such times as the arbitrator determines is appropriate to enforce the terms of this agreement.
- e. If the parties are unable to agree on the independent health care actuary described above, the arbitrator shall select the impartial health care actuary to be retained by the parties.
- f. The parties shall share the costs for the arbitrator and the actuary the arbitrator selects.

If the above accords with your understanding and agreement, kindly execute the signature line provided.

Sincerely,



Robert W. Linn
Commissioner

Agreed and Accepted on behalf of the Municipal Labor Committee

BY: 

Harry Nespoli, Chair

IN THE EVENT OF ANY INCONSISTENCY BETWEEN APPENDIX A AND REQUIREMENTS IMPOSED BY FEDERAL, STATE, OR LOCAL LAW, SUCH AS THOSE THAT APPLY TO MATERNITY LEAVE, THE FEDERAL, STATE, OR LOCAL LAW SHALL TAKE PRECEDENCE UNLESS SUCH FEDERAL, STATE, OR LOCAL LAW AUTHORIZES SUCH INCONSISTENCY.

APPENDIX A

Time and Leave Benefits:

1- ANNUAL LEAVE ALLOWANCE

Section 1

A combined vacation, personal business and religious holiday leave allowance, shall be established, which shall be known as "annual leave allowance".

Section 2 EFFECTIVE MAY 1, 1970

Annual leave allowance shall be granted to permanent employees who work at least a 250-day year, as follows:

<u>CATEGORY</u>	<u>ANNUAL LEAVE ALLOWANCE</u>	<u>MONTHLY ACCRUAL</u>
Employees who have completed 15 years of service.	27 Work Days (5 weeks and 2 days)	2 - 1/4 days
Employees who have completed 8 years of service .	25 Work Days (5 weeks)	2 days, plus 1 day at end of of vacation year.
All other employees	20 Work Days (4 weeks)	1 - 2/3 days

Section 3

There shall be a pro-rating of the above allowance for employees who work less than a 250-day year.

Section 4

For the earning of annual leave credits, the time recorded on the payroll at the full rate of pay, and the first six months of absence while receiving Workmen's Compensation payments shall be considered as time "served" by the employee.

In the calculation of annual leave credits, a full month's credit shall be given to an employee who has been in full pay status for at least 15 calendar days during that month, provided however,

that (a) where an employee has been absent without pay for an accumulated total of more than 30 calendar days in the vacation year, he shall lose the annual leave credits earnable in one month for each 30 days of such accumulated absence even though in full pay status for at least 15 calendar days in each month during this period; and (b) if an employee loses annual leave credits under this rule for several months in the vacation year because he has been in full pay status for fewer than 15 days in each month, but accumulates during said months a total of 30 or more calendar days in full pay status, he shall be credited with the annual leave credits earnable in 1 month for each 30 days of such full pay status.

Section 5

Calculation of annual leave credits for vacation purposes shall be based on a year beginning May 1st, hereafter known as a "vacation year." All annual leave allowance of an employee to the employee's credit on April 30th and not used in the succeeding vacation year may be carried over from said vacation year to the next succeeding vacation year only, with the approval of the agency head; and any such time not used within the prescribed period shall be added to the employee's sick leave balance.

a. All annual leave accumulations to the credit of employees on May 1, 1961, which exceed the allowance permitted in Article I, Section 5, shall remain to their credit but shall be reduced to the maximum set by the Leave Regulations by May 1, 1970. This shall be accomplished in the following manner:

(1) Any accumulations in excess of 40 days shall be established as an annual leave reserve bank, which shall be in existence until May 1, 1970.

(2) Any time left in the annual leave reserve bank on May 1, 1970 shall be transferred to the sick leave balances of employees. If any such transfer causes an employee's sick leave balance to rise above the 180-day maximum established by the Leave Regulations, the sick leave surplus which exceeds 180 days shall be placed in the employees sick leave bank and shall remain to his credit, notwithstanding the provisions of Article II, Sec. 2.

(3) After May 1, 1970, the full provisions of Article I, Section 5 apply.

b. In the event, however, that the Mayor or an elected official of any department calls upon an employee to forego his vacation or any part thereof in any year, that portion thereof shall be carried over as vacation even though the same exceeds the limits fixed in Article I, Sections 5 and 5 (a) above.

Section 6

The normal unit of charge against annual leave allowance for vacation and personal business shall be one-half day. Smaller units of charge are authorized for time lost due to tardiness,

religious observance, and for the time lost by employee representatives duly designated by employee organizations operating under the Mayor's Executive Order No. 38 dated May 16, 1957, engaged in the following types of union activity:

- a. Attendance at union meetings or conventions.
- b. Organizing and recruitment
- c. Solicitation of member.
- d. Collection of union dues.
- e. Distribution of union pamphlets, circulars and other literature.

The agency is authorized to make such other exceptions as warranted.

Section 7

Earned annual leave allowance shall be taken by the employees at the time convenient to the department. In exceptional and unusual circumstances, an agency head may permit use of annual leave allowance before it is earned, not exceeding two weeks.

Section 8

Where certification of eligible lists permits, provisional and temporary employees shall have the same annual leave benefits as regular employees except that they may not be permitted to use annual leave allowances for other than religious holidays until they have completed four months of service.

Section 9

Penalties for unexcused tardiness may be imposed by the head of each agency in conformance with established rules of the agency. As a minimum, however, all unexcused tardiness both in the morning and upon return from lunch shall be charged to the annual leave allowance.

Section 10

Terminal Leave shall be allowed to employees who work at least 250 days per year at the rate of one month for every ten years of service, (a) the rates of which are fixed in accordance with a Comptroller's determination made under Section 220 of the Labor Law of the State of New York, and (b) of service under the Career and Salary Plan Leave Regulations, pro-rated for a fractional part thereof.

If the employee so selects, and as an alternative to the above method of computation, his Terminal Leave allowance may be computed on the basis of one day of Terminal Leave for each two days of unused sick leave accumulation, to a maximum of one hundred (100) days Terminal Leave Allowance. Under the latter option, Terminal Leave shall be computed on the basis of work

days, rather than calendar days.

II. SICK LEAVE ALLOWANCE

Section 1

Sick leave allowance of one day per month of service shall be credited to permanent employees, provisional employees and temporary employees and shall be used only for personal illness of the employee.

Section 2

Sick leave allowance shall be cumulative up to a maximum of 200 work-days. After this maximum is reached, no more sick leave credits may be earned by the employee except to the extent of restoring credits subsequently drawn for sick leave and thereby building up accruals again to the maximum of 200 work-days. Existing balances to the credit of employees at the time of adoption of these regulations shall remain to their credit.

Section 3

Sick leave may be granted at the discretion of the agency head and proof of disability must be provided by the employee, satisfactory to the agency head. Presentation of a physician's certificate in the prescribed form may be waived for absences up to and including three consecutive work days. In a case of a protracted disability, such certificate shall be presented to the agency head at the end of each month of continued absence.

Section 4

The normal unit for computation of sick leave shall be not less than one-half day. The agency head may authorize smaller units of charge in exceptional and unusual circumstances. Credits cannot be earned for the period an employee is on leave of absence without pay. For the earning of sick leave credits, the time recorded on the payroll at the full rate of pay, and the first six months of absence while receiving Workmen's Compensation payments shall be considered as time "served" by the employee.

In the calculation of sick leave credits, a full month's credit shall be given to an employee who has been in full pay status for at least 15 calendar days during that month, provided however, that (a) where an employee has been absent without pay for an accumulated total of more than 30 calendar days in the vacation year, he shall lose the sick leave credits earnable in one month for each 30 days of such accumulated absence even though in full pay status for at least 15 calendar days in each month during this period, and (b) if an employee loses sick leave credits under this rule for several months in the vacation year because he has been in full pay status for fewer than 15 days

in each month, but accumulates during said months a total of 30 or more calendar days in full pay status, he shall be credited with the sick leave credits earnable in one month for each 30 days of such full pay status.

Section 5

In the discretion of the agency head, employees except provisional and temporary employees, who have exhausted all earned sick leave and annual leave balances due to personal illness may be permitted to use unearned sick leave allowance up to the amount earnable in one year of service, chargeable against future earned sick leave.

Section 6

At the discretion of the agency head, permanent employees may also be granted sick leave with pay for three months after ten years of City Service, after all credits have been used. In special instances, sick leave with pay may be further extended, with the approval of the agency head. The agency head shall be guided in this matter by the nature and extent of illness and the length and character of service.

III. OTHER AUTHORIZED ABSENCES WITH PAY

Section 1

Absence of permanent employees, provisional employees and temporary employees for the reasons indicated below, shall be excusable in the discretion of the agency head without charge to sick leave or annual leave balances, upon submittal of evidence satisfactory to the agency head:

- a. Absence not to exceed four work-days in the case of death in the immediate family. Family shall be defined for this purpose as spouse; natural, foster, step-parent, child, brother or sister; father-in-law or mother-in-law; or any relative residing in the household.
- b. For Jury Duty. Leave for jury duty shall be granted to the employee provided that he endorses his check for jury duty to the City.
- c. For Court Attendance Under Subpoena or Court Order. Leave to attend court shall be granted when neither the employee nor anyone related to him has a personal interest in the case, and where said attendance at court is not related to any other employment of the employee.
- d. Absence required because of Health Department ruling with respect to quarantine.
- e. For attendance at New York City Civil Service examination, or for official investigation interview or appointment interview in relation to the resulting eligible list.

f. For attendance of delegates and alternates at State or National conventions of veterans' organizations and volunteer firemen's organizations.

g. Absence by employee representatives, duly designated by employee organizations operating under the Mayor's Executive Order No. 38 dated May 16, 1957, acting on matters related to the interests of employees of their own respective departments, to negotiate with and appear before departmental and other City officials and agencies including the Board of Estimate, the City Council, and the Department of Personnel.

Section 2

Prior notice to and authorization by the agency head or his designated representative is required for absence under (b), (c), (e), (f), and (g) of Section 1 above. The employee shall give notice to the agency as soon as possible in all other cases.

Section 3

Agency heads shall grant any leave of absence with pay required by law.

IV LEAVES OF ABSENCE WITHOUT PAY

Section 1

Maternity Leave. Existence of pregnancy shall be reported by the employee, in writing, to the head of agency not later than the completion of the fourth month of pregnancy. Maternity leave of absence, commencing not later than the completion of the fifth month of pregnancy, shall be granted for a period of twelve months, and upon application of the employee, may be extended by the agency head for an additional period, not to exceed six months. Total leave for this purpose shall not exceed 18 months. An employee on maternity leave may be required to report for physical examination before resuming service.

Section 2

Leaves of absence without pay for reasons not covered in the foregoing rules may be granted to permanent employees by the agency head not to exceed one year. Extension of such leave may be granted by an agency head not to exceed an additional period of one year. Further extensions may be granted by an elected official, in an agency headed by such official, or by the City Personnel Director for agencies headed by appointed officials.

Section 3

Agencies shall grant any leave of absence without pay, such as military leave, required by law.

V. MISCELLANEOUS PROVISIONS

Section 1

Daily time records shall be maintained showing the actual hours worked by each employee.

Section 2

Upon transfer of a permanent employee, or appointment from an eligible list with continuous service in another City agency, sick leave and annual leave balances shall be transferred with the employee.

Section 3

Upon reinstatement of an employee to a permanent position, unused sick leave and vacation balance at the time of resignation or layoff, shall be restored to his credit.

Section 4

Subject to limitations of Art. I, Sec. 8 above, the annual leave allowance and the sick leave allowance herein granted shall be applicable to part-time employees on a pro-rated basis.

VI. ABSENCE DUE TO INJURY INCURRED IN THE PERFORMANCE OF OFFICIAL DUTIES

Section 1

Whenever an employee, not covered by Workmen's Compensation, is physically disabled in the performance of his official duties, the head of the agency is empowered to grant such employee a leave of absence with pay not to exceed one calendar year. In such case the employee shall be required to execute an agreement, wherein it is stipulated that, in the event that such employee makes any claim or institutes any action against any party whatsoever in relation to such disability, reimbursement in the amount of such pay shall be made to the City or the agency concerned, as the case may be, from the proceeds of the recovery by such employee but not to exceed the amount of such proceeds. Such agreement shall be in a form and manner prescribed by the Corporation Counsel or other duly empowered counsel. The Agency head may have the injured employee examined by a physician employed by the City in order to determine the extent of the employee's disability and the approval of said physician from a medical viewpoint shall be required for the time granted with pay under this rule. The agency head may require periodic medical examinations of the disabled employee to ascertain the need for continued leave of absence with pay. Notwithstanding the provisions of Article I, Section 4 and Article II, Section 5 annual and sick leave shall accrue during the first six months only of such absence, and shall be credited upon the employee's return to duty.

Section 2

The agency head is empowered to grant leave of absence with pay for the first week's absence of an employee covered by Workmen's Compensation who is physically disabled in the performance of official duties.

Section 3

a. An employee physically disabled in the performance of his official duties who has accrued sick and/or annual leave or has been advanced credits in accordance with the Comptroller's Leave Regulations may elect one of the following, in addition to the benefits to which he is entitled under the Workmen's Compensation Law, such election to be made within the first seven calendar days of absence by the employee or someone in his behalf:

1. To receive the difference between the amount of his weekly salary and the compensation rate, provided that:

a. The injured employee or any authorized person acting in his behalf makes the request in writing, and

b. The injured employee or any authorized person acting in his behalf agrees that a pro-rated charge be made against his sick leave and/or annual leave balances equal to the number of working days of absence less the number of working days represented by the Workmen's Compensation payments, and

c. The injured employee has the necessary accrued sick leave and/or annual leave balance or has been advanced credits in accordance with the Comptroller's Leave Regulations which the supplementary pay can be charged, and

d. The injured employee was not guilty of willful gross disobedience of safety rules or willful failure to use a safety device, or was not under the influence of alcohol or narcotics at the time of injury, or did not willfully intend to bring about injury or death upon himself or another, and

e. The injured employee undergoes such medical examinations as are requested by the Workmen's Compensation Division of the Law Department and his agency; and when found fit for duty by said physicians, returns to his employment.

2. To take annual leave and receive full pay and Workmen's Compensation medical coverage, provided that:

a. The injured employer or any authorized person acting in his behalf makes the request in writing, and

b. The injured employee or any authorized person acting in his behalf agrees to have his annual leave balance charged for such absence, and

c. The injured employee has the necessary accrued annual leave balance.

3. To receive Workmen's Compensation benefits in their entirety with no charge against sick leave and/or annual leave.

b. During the period when an injured employee is receiving Workmen's Compensation and the differential to bring him to full pay, he will be carried on full-pay status and this time shall be counted for retirement benefits.

VII HOLIDAYS WITH PAY

Section 1

On the following effective dates prevailing rate per diem and per annum employees shall be entitled to a day off with pay for each of the following holidays:

- | | | | |
|-----------------------|------------------|---------------|------------------|
| New Year's Day | Memorial Day | Columbus Day | Thanksgiving Day |
| Washington's Birthday | Independence Day | Election Day | Christmas Day |
| Lincoln's Birthday | Labor Day | Veteran's Day | |