

**THE COMPTROLLER OF THE CITY OF NEW YORK**  
-----X

**In the matter of the Complaint of**  
  
**SEWAGE TREATMENT WORKER (90739) and**  
**SENIOR SEWAGE TREATMENT WORKER (90767)**  
**LOCAL UNION 1320 OF DC37, AFSCME, AFL-CIO**

**NOTICE**  
**OF**  
**FILING**

**Against**

**CITY OF NEW YORK OFFICE OF LABOR RELATIONS,**

**For a determination of the prevailing rate of wage and  
supplements in accordance with New York State Labor Law  
Article Eight.**  
-----X

PLEASE TAKE NOTICE that annexed hereto is a true copy of a Consent Determination that was duly filed on December 20, 2016 in the Office of the Comptroller in the matter of a complaint for the fixation of compensation of Sewage Treatment Worker (90739) and Senior Sewage Treatment Worker (90767).

**Scott M. Stringer**  
**Comptroller of the City of New York**  
**One Centre Street**  
**New York, NY 10007**

By:



Wasy Kinach, P.E.  
Director of Classifications  
Bureau of Labor Law  
Tel: (212) 669-2203  
Fax: (212) 815-8584

TO: ROBERT W. LINN  
Commissioner  
City of New York Office of Labor Relations  
40 Rector Street, 4<sup>th</sup> Floor  
New York, NY 10006

HENRY GARRIDO  
Executive Director  
DC 37, AFSCME, AFL-CIO  
125 Barclay Street  
New York, NY 10007-2179

JAMES TUCCIARELLI  
President Local 1320  
DC 37, AFSCME, AFL-CIO  
125 Barclay Street  
New York, NY 10007-2179

**BEFORE THE COMPTROLLER OF THE CITY OF NEW YORK**

-----X  
**In the Matter of the Complaints of**

**SEWAGE TREATMENT WORKER (90739)**

**and**

**SENIOR SEWAGE TREATMENT WORKER (90767)**

**for the fixation of their compensation as employees of the City of New York,  
et al., at the prevailing rate of wages pursuant to New York State Labor Law  
§ 220 et seq.**  
-----X

**CONSENT DETERMINATION**

A Complaint under Section 220 of the New York State Labor Law, having been filed by Local 1320 of District Council 37, AFSCME, AFL-CIO, ("Complainant"), representing employees of the City of New York, et al., in the above referenced titles ("employees"), and this Consent Determination having been agreed to between the Mayor's Office of Labor Relations ("OLR") on behalf of the City of New York, et al., and the Complainant, compromising and settling certain disputes of basic rates of wages, supplemental benefits and jurisdiction on all issues of law and fact as to the titles set forth in the caption,

**NOW, THEREFORE, IT IS HEREBY DETERMINED BY CONSENT that:**

The compromised basic rate of wages and supplemental benefits agreed upon are and have been for the above mentioned employees of the City of New York, et al., as follows:

SEWAGE TREATMENT WORKER

<u>Period</u>	<u>Hourly Rate</u>	<u>Saturday Rate</u>	<u>Sunday Rate</u>	<u>Holiday Rate</u>
6/29/2008-12/28/2011	\$ 34.97	\$ 43.71	\$ 52.46	\$ 69.94
12/29/2011-12/28/2012	\$ 35.32	\$ 44.15	\$ 52.98	\$ 70.64
12/29/2012-12/28/2013	\$ 35.67	\$ 44.59	\$ 53.51	\$ 71.34
12/29/2013-12/28/2014	\$ 36.75	\$ 45.94	\$ 55.13	\$ 73.50
12/29/2014-12/28/2015	\$ 38.03	\$ 47.54	\$ 57.05	\$ 76.06
12/29/2015-12/28/2016	\$ 39.76	\$ 49.70	\$ 59.64	\$ 79.52
12/29/2016-10/30/2017	\$ 41.76	\$ 52.20	\$ 62.64	\$ 83.52

SENIOR SEWAGE TREATMENT WORKER

<u>Period</u>	<u>Hourly Rate</u>	<u>Saturday Rate</u>	<u>Sunday Rate</u>	<u>Holiday Rate</u>
6/29/2008-12/28/2011	\$ 38.52	\$ 48.15	\$ 57.78	\$ 77.04
12/29/2011-12/28/2012	\$ 38.91	\$ 48.64	\$ 58.37	\$ 77.82
12/29/2012-12/28/2013	\$ 39.30	\$ 49.13	\$ 58.95	\$ 78.60
12/29/2013-12/28/2014	\$ 40.49	\$ 50.61	\$ 60.74	\$ 80.98
12/29/2014-12/28/2015	\$ 41.90	\$ 52.38	\$ 62.85	\$ 83.80
12/29/2015-12/28/2016	\$ 43.81	\$ 54.76	\$ 65.72	\$ 87.62
12/29/2016-10/30/2017	\$ 46.01	\$ 57.51	\$ 69.02	\$ 92.02

Overtime after eight (8) hours worked and overtime after forty (40) hours worked shall be computed at the rate of time and one-half (1 1/2x). All time during which an employee is in full pay status, except hours worked after an eight (8) hour shift and paid for as premium rate overtime, are to be counted towards computing the forty (40) hours worked in a week for the purpose of earning overtime.

In addition to the above rates, both titles shall be paid a shift differential of 6.3% per shift from 4:00 P.M. to 12:00 midnight or from 12:00 midnight to 8:00 A.M. Employees who work four (4) or more hours between 4:00 P.M. and 8:00 A.M. are entitled to receive the shift differential.



Such differential shall be paid in addition to the rates set forth herein above for overtime work and work performed for any day of the week including Saturdays, Sundays and holidays.

Martin Luther King Day, the third Monday in January, shall continue to be a regular holiday with pay. This holiday is in addition to those set forth in Appendix A.

Appendix A is further modified to provide for:

**Annual Leave:**

Effective, June 29, 2008, the annual leave accrual allowance for all Employees covered by this Determination shall continue to be as follows:

<b>Years In Service</b>	<b>Annual Allowance</b>	<b>Monthly Accrual (hh:mm)</b>
At the beginning of the employee's 1 <sup>st</sup> year	10 work days	6:40
After the <b>completion</b> of the employee's 3 <sup>rd</sup> year	11 work days	7:20
After the <b>completion</b> of the employee's 4 <sup>th</sup> year	12 work days	8:00
After the <b>completion</b> of the employee's 5 <sup>th</sup> year	16 work days	10:40
After the <b>completion</b> of the employee's 12 <sup>th</sup> year	17 work days	11:20
After the <b>completion</b> of the employee's 13 <sup>th</sup> year	18 work days	12:00
After the <b>completion</b> of the employee's 14 <sup>th</sup> year	19 work days	12:40
After the <b>completion</b> of the employee's 15 <sup>th</sup> year	21 work days	14:00
After the <b>completion</b> of the employee's 22 <sup>nd</sup> year	22 work days	14:40
After the <b>completion</b> of the employee's 23 <sup>rd</sup> year	23 work days	15:20
After the <b>completion</b> of the employee's 24 <sup>th</sup> year	24 work days	16:00
After the <b>completion</b> of the employee's 25 <sup>th</sup> year	25 work days	16:40

This provision supersedes the annual leave accrual provisions set forth in Article I, Section (2) of Appendix A.

**Sick Leave:**

Effective June 29, 2008, the annual sick leave accrual allowance for all Employees covered

by this Determination shall continue to be 6 days per annum.

**Other Authorized Absences With Pay:**

Effective June 29, 2008, for employees in the titles covered by this Consent Determination, the paid leave benefits set forth in Article III, Sections (1)(a)-(f) of Appendix A **shall not** apply.

Effective January 1, 2016, for employees in the titles covered by this Consent Determination, the paid leave benefits set forth in Article III, Sections (1)(a)-(f) of Appendix A **shall** apply.

**Welfare Fund:** Effective June 29, 2008, a Welfare Fund contribution shall be paid at the rate of \$1,575 per annum per employee. The annual contribution shall be paid per employee by the City of New York to District Council 37 Benefits Fund Trust.

Employees who have been separated from service subsequent to June 30, 1970 and who were covered by a Welfare Fund at the time of such separation pursuant to a separate agreement between the City of New York and the Certified union representing such employees, shall continue to be so covered subject to the provisions hereof, on the same contributory basis as incumbent employees. 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 through such program; or are retirees of the New York City Employees Retirement System who have completed five (5) years of full in 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.

The beneficiary, or if no beneficiary is designated, then the estate, of a City employee Sewage

Treatment Worker or Senior Sewage Treatment Worker, who dies while in the City's employ during the term of this determination, because of an injury arising out of and in the course of his employment through no fault of his own and in the proper performance of his duties as certified by the Worker's Compensation Section of the Law Department and the head of Employee's Agency, shall receive upon Certificate of the Comptroller, a total payment of \$25,000 from funds other than those of the Retirement System, in addition to any other payment which may be made as a result of such death.

#### **Annuity Fund**

Effective June 29, 2008 the City of New York, et al., shall continue to contribute to an annuity fund at a rate of \$3.76 for each paid working day up to a maximum of \$981.36 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 \$981.36 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 annuity fund 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 amounts hereinabove set forth for each effective day payable, irrespective of any taxes, liens, attorneys' fees or otherwise, and provided further that the amount of contributions by the City of New York, et al., shall be limited to the payments as provided herein.

- a) The provisions of this Consent Determination shall be consistent with the applicable



provisions of the New York State Financial Emergency Act for the City of New York, as amended.

b) The Complainant agrees to execute a full release to the City of New York et al., for the period embraced herein, such release being set forth in the General Release and Waiver attached hereto as Exhibit "A".

c) The Complainant agrees to waive any and all interest on all differentials of basic rates of wages and supplemental benefits. It is expressly understood that such waiver, set forth in Exhibit "A" annexed hereto, 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, 1). 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 Consent Determination, 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 Consent Determination, whichever is later, to the date of actual payment and
- (3) Interest accrued under (1) or (2) above shall be payable only if the amount of interest due to an individual Employee exceeds five dollars (\$5.00).

d) The Complainant herein shall refrain from filing any Article 78 proceedings in whole or in part with respect to any provision made herein and for any additional benefits other than those contained herein excepting that the right is reserved to bring any necessary proceedings for the



enforcement of the terms of the Consent Determination.

e) The Complainant agrees to withdraw any and all objections in all of the periods embodied herein.

f) The Complainant agrees to waive any and all supplemental benefits payable under subdivision 3 of Section 220 of the Labor Law of the State of New York, such waiver being set forth in Exhibit "A" annexed hereto, and accept in lieu thereof the supplemental benefits set forth in this Consent Determination, and as set forth in Appendix A annexed hereto as modified herein.

g) Any new Employee who may be hired by the City of New York, et al., during the term of this settlement shall be required to comply with all of the terms and conditions herein upon the payment of the rates and supplemental benefits herein.

h) Any legal claims of any nature, including specifically, but not limited thereto, premium rates, holiday rates, shift rates, overtime rates or any other legal claims affecting rates and supplemental benefits of any kind whatsoever, are merged in this compromise and settlement for the period of the compromise and settlement contained herein.

i) The foregoing basic rates of wages and supplemental benefits are due and payable to each and every employee of the City of New York, et al., serving in the above-referenced titles beginning as of the effective date of the complaint filed herein, and shall be applicable to all employees of the City of New York, et al., serving in the above-referenced titles who are represented by the Complainant.

j) The basic rates and supplemental benefits herein are not to be construed as true prevailing rates and supplemental benefits but shall be considered rates and benefits in compromise

and settlement of all issues of law and fact.


k) It is further understood and agreed that in consideration of the compromise and settlement reached herein, the complaint in this matter is hereby settled.

l) The submission of any Labor Law complaint, effective on **October 31, 2017**, can be made to the Bureau of Labor Law, Office of the Comptroller on or after that date.


**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first above written.

**CONSENTED TO:**


FOR THE CITY OF NEW YORK

BY:   
ROBERT W. LINN  
Commissioner of  
Labor Relations

FOR LOCAL 1320 OF  
DISTRICT COUNCIL 37, AFSCME, AFL-CIO

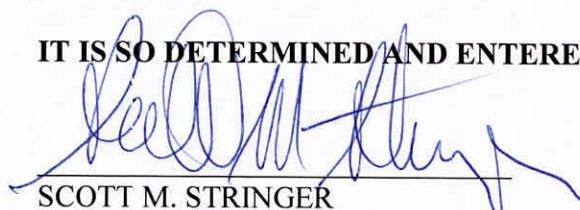
BY:   
JAMES TUCCIARELLI  
President  
Local 1320

FOR DISTRICT COUNCIL 37,  
AFSCME, AFL-CIO:

BY:   
HENRY GARRIDO  
Executive Director

The basic rates and supplemental benefits agreed to herein between the parties are not to be construed as true prevailing rates and supplemental benefits, but shall be deemed substitute rates and benefits in compromise and settlement of all issues of law and fact raised in the complaint filed herein pursuant to Labor Law Section 220.8-d.

**IT IS SO DETERMINED AND ENTERED**

  
SCOTT M. STRINGER  
Comptroller

Dated: 12/20/14  
New York, New York

UNIT: Sewage Treatment Workers  
Senior Sewage Treatment Workers

TERM: June 29, 2008 to October 30, 2017



### GENERAL RELEASE AND WAIVER

Local 1320 of District Council 37, AFSCME, AFL-CIO (hereinafter referred to as the "Union"), as the certified collective bargaining representative of employees in the titles, **Sewage Treatment Worker and Senior Sewage Treatment Worker** 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 beginning **June 29, 2008 and terminating October 30, 2017**, a copy of which has been made available to the Union, hereby voluntarily and knowingly agrees to:

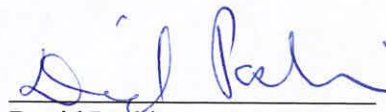
1. Waive, withdraw, relinquish, and refrain from filing, pursuing or instituting any claim for wages, supplements or other benefits, or any right, remedy, action or proceeding, which the Union has or may have under Section 220 of the Labor Law.
2. Discontinue any and all action or proceedings, if any, 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 29, 2008 to October 30, 2017**.
3. Waive any and all interest on all differentials of basic rates of wages and supplemental benefits from **June 29, 2008 to October 30, 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, covenances, 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 29, 2008 to October 30, 2017** except as expressly agreed upon in writing by the Union and the City for that period.

LOCAL 1320



James Tucciarelli  
President, Local 1320

DISTRICT COUNCIL 37,  
AFSCME, AFL-CIO



David Paskin  
Director of Research and Negotiations



# 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 16, 2016

Mr. James Tucciarelli  
President  
Local 1320, Sewage and Senior Sewage Treatment Workers  
125 Barclay Street  
New York, NY 10007

Dear Mr. Tucciarelli:

This letter confirms our mutual understanding and agreement concerning the issue of members of Local 1320 operating on City streets certain motor vehicles, which require the possession of a Commercial Drivers License Class C (CDL-C).

1. The Department of Environmental Protection (the Agency) shall identify and/or mark each vehicle according to all current regulations that require the driver to possess a CDL-C license.
2. The list of CDL-C required vehicles (CDL-C vehicle) may be amended by the Agency, as the vehicle fleet is upgraded, with proper notifications to the Union. The vehicle list shall be amended to include Agency's Vector Trucks.
3. Effective April 1, 1998 a CDL differential was established in the following manner:
  - a) A CDL differential of sixteen dollars (\$16.00) per shift shall be paid to the qualified employee who drives the CDL-C vehicle on City or State roadways.
  - b) This CDL differential shall not be paid for driving the CDL-C vehicle within a Department of Environmental Protection facility.



- c) The CDL differential shall be paid to only one driver per CDL-C vehicle per shift.
  - d) An employee shall not receive more than one CDL differential payment for a work shift.
  - e) The CDL differential of sixteen dollars (\$16.00) per shift is not subject to any other premium or differential.
- 4. The parties agree that a CDL assignment list and/or roster will be administered by the location supervisor, Section Chief or Division Chief and will be reviewed by the location shop steward in each location as defined: Plant Facility, Collection Facility, and Satellite Facility.
  - 5. The roster shall initially be established by listing all bargaining unit members who possess a CDL-C license with the required endorsements in seniority order. Assignments shall be offered to the most senior qualified bargaining unit member, who has worked the least number of CDL shifts for which the differential has been paid. New Bargaining unit members with a CDL-C license will be considered to have worked one shift more than the person with the greatest number of shifts on the list.
  - 6. Assignments to CDL-C vehicles will be made by the location supervisor in accordance with paragraph 5 above when he or she makes up the work schedule assignments. If a work shift runs into overtime, job continuity shall prevail unless the bargaining unit member will exceed sixteen (16) hours worked.
  - 7. The city and union agree that two-thirds (2/3) of incumbent STWs employed in Collections must obtain and maintain CDLs and all necessary endorsements, including a Tank Endorsement. The parties further agree that these affected employees will participate and cooperate in all necessary training for Vector Truck Operations and that failure to maintain sufficient CDL licenses may result in the suspension or discipline against those affected employees.
  - 8. Disputes arising from the interpretation of this agreement shall be resolved pursuant to Article V of the current Sewage Treatment Worker Agreement.
  - 9. The parties agree to add the following to the unit agreement:

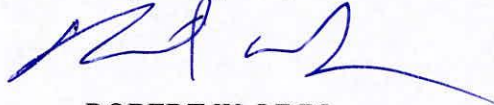
***“Article V. Section 1(h) - A dispute concerning the application or interpretation of the letter between the parties concerning Commercial Drivers License Class C (CDL-C).”***



10. The term of this agreement shall be contemporaneous with the Consent Determination except for paragraphs 8 and 9 which shall be contemporaneous with the Unit Agreement.

If this accords with your understanding, please execute at the line below.

Very truly yours,

A handwritten signature in blue ink, appearing to be 'R. W. Linn', written over a horizontal line.

ROBERT W. LINN

**AGREED AND ACCEPTED ON BEHALF  
OF LOCAL 1320:**

BY:

A handwritten signature in blue ink, appearing to be 'James Tucciarelli', written over a horizontal line.

JAMES TUCCIARELLI

**AGREED AND ACCEPTED ON BEHALF  
OF DISTRICT COUNCIL 37:**

BY:

A handwritten signature in blue ink, appearing to be 'David Paskin', written over a horizontal line.

DAVID PASKIN



# 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  
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*Health Care Cost Management*

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

November 16, 2016

Mr. James Tucciarelli  
President  
Local 1320, Sewage and Senior Sewage Treatment Workers  
125 Barclay Street  
New York, NY 10007

**Re: Lump Sum Cash Payments  
2008-2017 Sewage Treatment Workers' Agreement**

Dear Mr. Tucciarelli:

This is to confirm the understanding and agreement of the parties concerning lump sum cash payments related to the 2008-2010 round of bargaining for employees covered under the Sewage Treatment Workers Consent Determination for the period June 29, 2008 through October 30, 2017.

- a. For those continuously employed and active on the date of payment:

7/1/2015 <sup>1</sup> :	12.50% (1/8 of amount accrued)
7/1/2017:	12.50% (1/7 of amount accrued)
7/1/2018:	25.00% (1/3 of amount accrued)
7/1/2019:	25.00% (1/3 of amount accrued)
7/1/2020:	25.00% (remainder of amount)
- b. Retirees shall receive lump sum payments based on the same schedule as actives, as set forth in Section (a), above.
- c. For those 23 employees who deceased while in active service since the start of this Agreement:

As soon as practicable after ratification, a single lump sum payment will be made to each eligible employee's estate, equal to the amount they would

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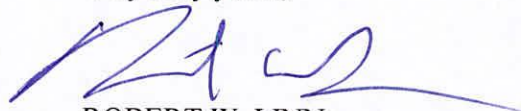
<sup>1</sup> This payment will be scheduled for on or about February 1, 2016.

have received if they had received 4% increases on 6/29/08 and 6/29/09, compounded .

- d. Employees promoted from this bargaining unit to the Stationary Engineer (Electric) bargaining unit from June 29, 2008 through June 30, 2020 shall be considered "continuously employed" for purposes of Section 2(a) above.
- e. It is the intent of the Agreement that retirees and actives continuously employed as of the dates of payout and up to and including the final payment date of July 1, 2020, after having received all the lump sum payments, shall have received the total amount of lump sum cash equal to the amount they would have received if they had received 4% increases on 6/29/08 and 6/29/09, compounded.

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

Very truly yours,



ROBERT W. LINN

**AGREED AND ACCEPTED ON BEHALF  
OF LOCAL 1320:**

BY:



JAMES TUCCIARELLI

**AGREED AND ACCEPTED ON BEHALF  
OF DISTRICT COUNCIL 37:**

BY:



DAVID PASKIN





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MAYRA E. BELL  
*General Counsel*

GEORGETTE GESTELY  
*Director, Employee Benefits Program*

November \_\_, 2016

Mr. James Tucciarelli  
President  
Local 1320, Sewage and  
Senior Sewage Treatment Workers  
125 Barclay Street  
New York, NY 10007

## **Re: Job Specification Changes**

Dear Mr. Tucciarelli:

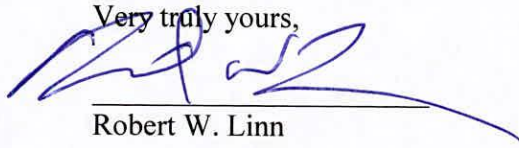
This is to confirm the understanding of the parties that the following job duties are deemed to be part of the job descriptions of Sewage Treatment Worker and Senior Sewage Treatment Workers and that the official DCAS job descriptions shall be amended as soon as practicable to incorporate the following duties:

- i) Shall perform and be responsible for all duties associated with confined space entry, including but not limited to acting as Confined Space Entry Supervisor.
- ii) Shall act as the Permit Authorizing Individual ("PAI") and shall perform and be responsible for all duties associated with this function, including but not limited to recording and filing all necessary hot work permits.
- iii) Shall be responsible for all night watch related duties at DEP facilities under the Bureau of Wastewater Treatment including, but not limited to, the minor maintenance of centrifuges;
- iv) Shall obtain and maintain all necessary Certificates of Fitness issued by the New York City Fire Department necessary to perform their duties, including but not limited to those contained the attached Appendix A. In the event other or different COFs become necessary, the Agency and the union shall meet to discuss the new requirement;

- v) Shall participate in all aspects of the operation and monitoring of chemical Bulk Storage tanks, including but not limited to, accepting deliveries, making periodic inspections and tests as required, reporting tank levels, monitoring leakage warning systems and deployment of spill containment devices.
- vi) The city has informed the union of its intention to amend the STW job specification to require that, within 6 months of appointment, all new STWs shall be required to have a CDL along with all necessary endorsements and shall maintain such license for the duration of their employment.

If this accords with your understanding, please execute at the line below.

Very truly yours,

  
Robert W. Linn

AGREED AND ACCEPTED  
ON BEHALF OF LOCAL 1320

BY

  
James Tucciarelli

AGREED AND ACCEPTED  
ON BEHALF OF DISTRICT  
COUNCIL 37, AFSCME

BY

  
David Paskin

Appendix A

Certificate of Fitness List

	C91	C92	E21	F60	G22	G44	G46	G60	G98	S94
STW		✓	✓	✓	✓	✓	✓	✓	✓	✓
SSTW	✓	✓		✓	✓	✓	✓		✓	



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:

<b><u>CATEGORY</u></b>	<b><u>ANNUAL LEAVE ALLOWANCE</u></b>	<b><u>MONTHLY ACCRUAL</u></b>
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  
Washington's Birthday  
Lincoln's Birthday

Memorial Day  
Independence Day  
Labor Day

Columbus Day  
Election Day  
Veteran's Day

Thanksgiving Day  
Christmas Day