




# OFFICE OF LABOR RELATIONS

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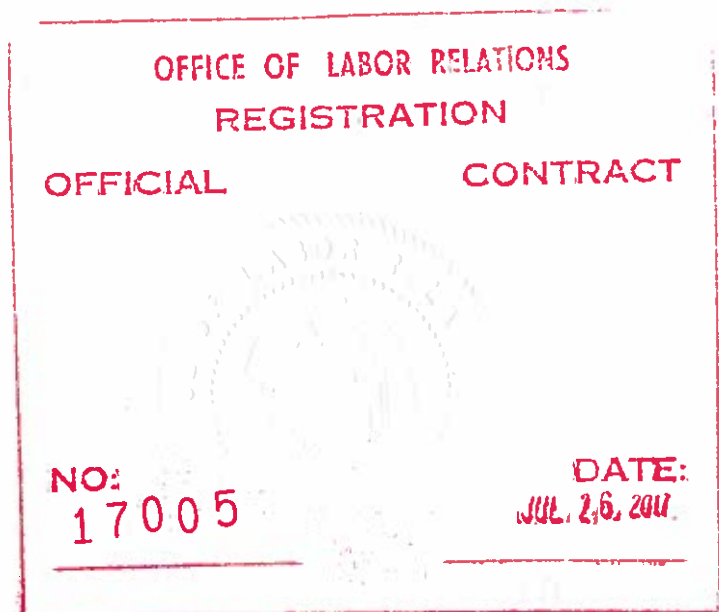
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*General Counsel*  
GEORGETTE GESTELY  
*Director, Employee Benefits Program*

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES  
FROM: ROBERT W. LINN, COMMISSIONER   
SUBJECT: EXECUTED CONTRACT: PROBATION OFFICERS  
TERM: DECEMBER 28, 2009 TO APRIL 27, 2017

Attached for your information and guidance is a copy of the executed contract entered into by the Commissioner of Labor Relations behalf of the City of New York and the United Probation Officer's Association 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: July 26, 2017



## **2009-2017 Probation Officers Agreement**

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AGREEMENT entered into this 26<sup>th</sup> day of July, 2017 by and between the City of New York (the "Employer"), and the United Probation Officers Association ("Union"), for the period from December 28, 2009 to April 27, 2017.

**WITNESSETH:**

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

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

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

**Section 1.**

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

<u>TC#</u>	<u>Title</u>
51800	Probation Assistant
51801	Probation Officer Trainee
51810	Probation Officer
51835	Senior Probation Officer*
51860	Supervising Probation Officer

\*For Present Incumbents Only

**Section 2.**

The terms "Employee" and "Employees" as used in this Agreement shall mean only those persons in the unit described in Section 1 of this Article.

**ARTICLE II—DUES CHECKOFF**

**Section 1.**

- a. The Union shall have the exclusive right to the checkoff and transmittal of dues in behalf of each employee in accordance with the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "Regulations Relating to the Checkoff of Union Dues" and in accordance

with the Mayor's Executive Order No. 107, dated December 29, 1986 entitled "Procedures for Orderly Payroll Checkoff of Union Dues and Agency Shop Fees."

- b. Any Employee may consent in writing to the authorization of the deduction of dues from the Employee's wages and to the designation of the Union as the recipient thereof. Such consent, if given, shall be in a proper form acceptable to the City, which bears the signature of the Employee.

## **Section 2.**

The parties agree to an agency shop to the extent permitted by applicable law, as described in a supplemental agreement hereby incorporated by reference into this Agreement.

## **ARTICLE III - SALARIES**

### **Section 1.**

- a. This Article III is subject to the provisions, terms and conditions of the Alternative Career and Salary Pay Plan Regulations, dated March 15, 1967 as amended to date, 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. For the period December 28, 2009 to April 27, 2017 all salary provisions of this Agreement, including minimum and maximum salaries, advancement increases, general increases, and any other salary adjustments, are based upon a normal work week of 37-1/2 hours except for Employees newly hired on or after August 1, 2004 whose normal work week is 40 hours. The scheduling of the increased hours shall be a managerial prerogative. In accordance with Article IX, Section 24 of the 1995-2001 Citywide Agreement, an Employee who works on a full-time, per-diem basis shall receive their base salary (including salary increment schedules) and/or additions-to-gross payment in the same manner as a full-time, per-annum employee. An Employee who works on a part-time per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such Employee and the number of hours in the said normal work week, unless otherwise specified.
- c. Employees who work on a part-time per diem or hourly basis and who are eligible for any salary adjustment provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed as follows, unless otherwise specified:

**Per diem rate -** 1/261 of the appropriate minimum basic salary.

**Hourly Rate -** 37-1/2 hour week basis - 1/1957.5 of the appropriate minimum basic salary.

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.**

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

**a) Effective December 28, 2009**

<u>TITLE</u>	Minimum		<u>Max</u>
	<u>(1) Hiring</u> <u>Rate**</u>	<u>(2) Incumbent</u> <u>Rate</u>	
PROBATION ASSISTANT	\$23,350	\$26,853	\$32,906
PROBATION OFFICER	\$38,730	\$44,540	\$64,486
PROBATION OFFICER TRAINEE	\$34,540	\$39,721	\$46,538
SENIOR PROBATION OFFICER *	\$43,159	\$49,633	\$70,310
SUPERVISING PROBATION OFFICER	\$51,666	\$59,416	\$77,164

**b) Effective June 28, 2011**

<u>TITLE</u>	Minimum		<u>Max</u>
	<u>(1) Hiring</u> <u>Rate**</u>	<u>(2) Incumbent</u> <u>Rate</u>	
PROBATION ASSISTANT	\$23,584	\$27,122	\$33,235
PROBATION OFFICER	\$39,117	\$44,985	\$65,131
PROBATION OFFICER TRAINEE	\$34,885	\$40,118	\$47,003
SENIOR PROBATION OFFICER *	\$43,590	\$50,129	\$71,013
SUPERVISING PROBATION OFFICER	\$52,183	\$60,010	\$77,936

**c) Effective June 28, 2012**

<u>TITLE</u>	Minimum		<u>Max</u>
	<u>(1) Hiring</u> <u>Rate**</u>	<u>(2) Incumbent</u> <u>Rate</u>	
PROBATION ASSISTANT	\$23,820	\$27,393	\$33,567
PROBATION OFFICER	\$39,509	\$45,435	\$65,782
PROBATION OFFICER TRAINEE	\$35,234	\$40,519	\$47,473
SENIOR PROBATION OFFICER *	\$44,026	\$50,630	\$71,723
SUPERVISING PROBATION OFFICER	\$52,704	\$60,610	\$78,715

**d) Effective June 28, 2013**

<u>TITLE</u>	Minimum		<u>Max</u>
	<u>(1) Hiring</u> <u>Rate**</u>	<u>(2) Incumbent</u> <u>Rate</u>	
PROBATION ASSISTANT	\$24,058	\$27,667	\$33,903
PROBATION OFFICER	\$39,903	\$45,889	\$66,440
PROBATION OFFICER TRAINEE	\$35,586	\$40,924	\$47,948
SENIOR PROBATION OFFICER *	\$44,466	\$51,136	\$72,440
SUPERVISING PROBATION OFFICER	\$53,231	\$61,216	\$79,502

**e) Effective June 28, 2014**

<u>TITLE</u>	Minimum		<u>Max</u>
	<u>(1) Hiring</u> <u>Rate**</u>	<u>(2) Incumbent</u> <u>Rate</u>	
PROBATION ASSISTANT	\$24,419	\$28,082	\$34,412
PROBATION OFFICER	\$40,502	\$46,577	\$67,437
PROBATION OFFICER TRAINEE	\$36,120	\$41,538	\$48,667
SENIOR PROBATION OFFICER *	\$45,133	\$51,903	\$73,527
SUPERVISING PROBATION OFFICER	\$54,030	\$62,134	\$80,695

**f) Effective June 28, 2015**

<u>TITLE</u>	Minimum		<u>Max</u>
	<u>(1) Hiring</u> <u>Rate**</u>	<u>(2) Incumbent</u> <u>Rate</u>	
PROBATION ASSISTANT	\$25,030	\$28,784	\$35,272
PROBATION OFFICER	\$41,514	\$47,741	\$69,123
PROBATION OFFICER TRAINEE	\$37,023	\$42,576	\$49,884
SENIOR PROBATION OFFICER *	\$46,262	\$53,201	\$75,365
SUPERVISING PROBATION OFFICER	\$55,380	\$63,687	\$82,712

**g) Effective June 28, 2016**

<u>TITLE</u>	Minimum		<u>Max</u>
	<u>(1) Hiring</u> <u>Rate**</u>	<u>(2) Incumbent</u> <u>Rate</u>	
PROBATION ASSISTANT	\$25,781	\$29,648	\$36,330
PROBATION OFFICER	\$42,759	\$49,173	\$71,197
PROBATION OFFICER TRAINEE	\$38,133	\$43,853	\$51,381
SENIOR PROBATION OFFICER *	\$47,650	\$54,797	\$77,626
SUPERVISING PROBATION OFFICER	\$57,042	\$65,598	\$85,193

\*For present incumbents only

\*\*See Section 4.

### **Section 3. General Wage Increase**

**a. Ratification Bonus**

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

- i. 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.
- ii. For circumstances that were not anticipated by the parties, the First Deputy Commissioner of Labor Relations may elect to issue, on a case-by-case basis, interpretations concerning the application of Section 3(a) of Article III of this agreement. Such case-by-case interpretations shall not be subject to any dispute resolution procedures as per past practice of the parties.

**b. The general increase, effective as indicated, shall be:**

- i. Effective June 28, 2011, Employees shall receive a general increase of 1.00%.
- ii. Effective June 28, 2012, Employees shall receive a general increase of 1.00%.
- iii. Effective June 28, 2013, Employees shall receive a general increase of 1.00%.
- iv. Effective June 28, 2014, Employees shall receive a general increase of 1.50%.
- v. Effective June 28, 2015, Employees shall receive a general increase of 2.50%.
- vi. Effective June 28, 2016, Employees shall receive a general increase of 3.00%.
- vii. Part-time per annum, part time per diem (including seasonal appointees), per session, and hourly paid Employees whose normal work year is less than a full calendar year shall receive the increases provided in Section 3(b)(i) and 3(b)(ii) on the basis of computations heretofore utilized the parties for all such employees.

**c. The increase provided for in Section 3(b) above shall be calculated as follows:**

- i. The general increase in Section 3(b)(i) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on June 27, 2011.
- ii. The general increase in Section 3(b)(ii) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect

on June 27, 2012.

- iii. The general increase in Section 3(b)(iii) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on June 27, 2013.
  - iv. The general increase in Section 3(b)(iv) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on June 27, 2014.
  - v. The general increase in Section 3(b)(v) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on June 27, 2015.
  - vi. The general increase in Section 3(b)(vi) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on June 27, 2016.
- d.
- i. The general increase provided for in this Section 3 shall also be applied to the base rates, and the minimum "hiring rates", minimum "incumbent rates" and maximum rates (including levels), if any, fixed for the applicable titles.
  - ii. The general increases provided for in this Section 3(b)(i) to 3(b)(v) shall NOT be applied to "additions to gross."
  - iii. Effective June 28, 2016, the general increases provided for in this Section 3(b)(vi) shall be applied to "additions to gross." "Additions to gross" shall be defined to include uniform allowances, equipment allowances, transportation allowances, uniform maintenance allowance, assignment differentials, service increments, longevity differentials, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials.

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

- a. The following provisions shall apply to Employees newly hired on or after July 1, 2004:
- i. During the first two (2) years of service, the "appointment rate" for a newly hired Employee shall be fifteen percent (15%) less than the applicable "incumbent minimum" for said title that is in effect on the date of such appointment as set forth in this Agreement. The general increase provided for in subsection 3(b)(i) of this Article III shall be applied to the "appointment rate."
  - ii. Upon completion of two (2) years of service such employees shall be paid the indicated "incumbent minimum" for the applicable title that is in effect on the two (2) year anniversary of their original date of appointment as set forth in this



**Agreement.**

- b.** For the purposes of Sections 4 (a) and (c), Employees 1) who were in active pay status before December 28, 2009, and 2) who are affected by the following personnel actions after said date shall not be treated as "newly hired" Employees and shall be entitled to receive the indicated minimum "incumbent rate" set forth in subsection 2(a)(2) of this Article III:
  - i.** Employees who return to active status from an approved leave of absence.
  - ii.** Employees in active status (whether full or part time) appointed to permanent status from a civil service list, or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.
  - iii.** Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or who were subject to involuntary redeployment.
  - iv.** Provisional Employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.
  - v.** Permanent Employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.
  - vi.** Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
  - vii.** A provisional Employee who is appointed directly from one provisional appointment to another.
  - viii.** For Employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor Relations is empowered to issue, on a case-by-case basis, interpretations concerning application of this Section 4. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in Article VI of this Agreement.
- c.**
  - i.** For a title subject to an incremental pay plan, the Employee shall be paid the appropriate increment based upon the Employee's length of service. Section 2 of this Article III reflects the correct amounts and has been adjusted in accordance with the provisions of Section 3(d)(i) of this Article III.
  - ii.** Employees who change titles or levels before attaining two years of service will be treated in the new title or level as if they had been originally appointed to said title or level on their original hiring date.
- d.** The First Deputy Commissioner of Labor Relations may, after notification to the affected

union(s) exempt certain hard to recruit titles from the provisions of this subsection 4(a).

**Section 5.**

Each general increase provided herein, effective as of each indicated date, shall be applied to the rate in effect on the date 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. 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 6.**

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

**ADVANCEMENT INCREASES**

	<u>Effective</u> <u>12/28/09</u>	<u>Effective</u> <u>6/28/16</u>
Senior Probation Officer *	\$792	\$816
Supervising Probation Officer	\$950	\$979

\* For present incumbents only.

**Section 7. Service and Salary Increments**

- a. For those Probation Officers hired prior to August 1, 2004, a series of salary increments will continue to be given to Probation Officers, **with a satisfactory or better rating on the most recent evaluation**, on the January 1st after the employees second, third, fourth, fifth, sixth, seventh, eighth, ninth and tenth years as Probation Officers.

<u>Years as Probation Officer</u>	<u>Effective</u> <u>12/28/09</u>	<u>Effective</u> <u>6/28/16</u>
After 2nd year	\$2,000	\$2,060

After 3rd year	\$2,000	\$2,060
After 4th year	\$1,000	\$1,030
After 5th year	\$1,000	\$1,030
After 6th year	\$1,000	\$1,030
After 7th year	\$500	\$515
After 8th year	\$500	\$515
After 9th year	\$500	\$515
After 10th year	\$500	\$515

- b. For those Probation Officers hired on or after August 1, 2004, a series of salary increments will continue to be given to newly hired Probation Officers, **with a satisfactory or better rating on the most recent evaluation**, on the January 1st after the Employee's second, third, fourth, fifth, sixth, seventh, eighth, ninth and tenth years as Probation Officers.

<u>Years as Probation Officer</u>	<u>Effective 12/28/09</u>	<u>Effective 6/28/16</u>
After 2nd year	\$575	\$592
After 3rd year	\$500	\$515
After 4th year	\$500	\$515
After 5th year	\$500	\$515
After 6th year	\$500	\$515
After 7th year	\$500	\$515
After 8th year	\$500	\$515
After 9th year	\$500	\$515
After 10th year	\$500	\$515

- c. A series of salary increments will be given to Supervising Probation Officers, **with a satisfactory or better rating on the most recent evaluation** on the January 1st after the Employee's first, second, third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, eleventh, twelfth, thirteenth, fourteenth and fifteenth years as a Supervising Probation Officer. Any Employee who was employed as a Supervising Probation Officer as of October 31, 1990 will receive the increment based on years of service as a Probation Officer and a Supervising Probation Officer.

<u>Years of Service as a Supervising Probation Officer</u>	<u>Effective 12/28/09</u>	<u>Effective 6/28/16</u>
After 1st year	\$400	\$412
After 2nd year	\$500	\$515
After 3rd year	\$500	\$515
After 4th year	\$500	\$515
After 5th year	\$500	\$515
After 6th year	\$500	\$515
After 7th year	\$500	\$515
After 8th year	\$500	\$515
After 9th year	\$500	\$515
After 10th year	\$500	\$515

After 11th year	\$250	\$258
After 12th year	\$250	\$258
After 13th year	\$250	\$258
After 14th year	\$250	\$258
After 15th year	\$275	\$283

All service increments will be paid on January 1st retroactive to the date they are due under this section.

- d. Employees with the following years of service in the New York City Department of Probation in any title covered by this agreement shall receive the annual amounts set forth below. Such employees shall begin to receive their pro-rata payments on the January 1 immediately following their anniversary date. The pro-rata payments shall be deemed included in the base rate of all eligible Employees for all purposes.

	<u>Effective</u> <u>12/28/09</u>	<u>Effective</u> <u>6/28/16</u>	<u>Effective</u> <u>12/28/16</u>
Three (3) years of service	\$1,050	\$1,082	\$1,082
Five (5) years of service	\$1,646	\$1,695	\$1,695
an additional	(\$596)	(\$613)	(\$613)
Seven and one-half (7-1/2)	\$2,689	\$2,770	\$2,770
years of service #			
an additional	(\$1,043)	(\$1,075)	(\$1,075)

**Service Increment in Probation Officer Occupational Group**

Ten (10) years of service ##	\$3,435	\$3,538	\$4,183
an additional	(\$746)	(\$768)	(\$1,413)

# Employee must have seven and one-half (7-1/2) years or more of continuous service in the New York City Department of Probation and the increment shall not be pensionable until the Employee has received it for fifteen (15) months subsequent to the effective date of its initial receipt.

## This service increment shall not be pensionable until the Employee has received it for two (2) years

e. **Longevity Increment**

Effective April 13, 2006, Employees with fifteen (15) or more years of service in the New York City Department of Probation in any title covered by this agreement shall continue to receive a longevity increment in the pro-rata annual amount of two thousand and forty-five (\$2,045.00) dollars. Such Employees shall begin to receive their pro-rata payments on the January immediately following their anniversary date. This longevity increment shall not be pensionable until the Employee has received it for two (2) years.

**f. Longevity Differential**

Employees with twelve (12) or more years of service in the New York City Department of Probation in any title covered by this agreement shall receive a longevity differential in the pro-rata annual amount of seven hundred and thirty-six (\$736.00) dollars.

Effective June 28, 2016, Employees with twelve (12) or more years of service in the New York City Department of Probation in any title covered by this agreement shall receive a longevity differential in the pro-rata annual amount of seven hundred and fifty-eight (\$758.00) dollars.

Employees with twenty (20) or more years of service in the New York City Department of Probation in any title covered by this agreement shall receive an additional longevity differential in the pro-rata annual amount of three hundred and twenty-five (\$325) dollars.

Effective June 28, 2016, Employees with twenty (20) or more years of service in the New York City Department of Probation in any title covered by this agreement shall receive an additional longevity differential in the pro-rata annual amount of three hundred and thirty-five (\$335) dollars.

This longevity differential does not become part of the basic salary rate. Service eligibility is computed on the basis of the length of service in the occupational group. Eligibility of new qualifiers for the longevity differential shall be on the January 1, April 1, July 1, or October 1 subsequent to the new qualifier's anniversary date. The longevity differential shall not be pensionable until the Employee has received it for two (2) years.

**ARTICLE IV--WELFARE FUND**

**Section 1.**

- a. In accordance with the election by the Union pursuant to the provisions of Article XIII of the 1995-2001 Citywide Agreement as amended between the City of New York and related public employers and District Council 37, AFSCME, AFL-CIO, the Welfare Fund provisions of that Citywide Agreement as amended or any successor(s) thereto shall apply to Employees covered by this agreement.
- b. When an election is made by the Union pursuant to the provisions of Article XIII, Section 1(b), of the 1995-2001 Citywide Agreement as amended 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(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 agreements thereto, exceed the total amount that the Union would have been entitled to receive if the separate contributions had continued.

- c. Contributions remitted to the Union pursuant to this Section 1 and Article XIII of the Citywide Agreement are contingent upon the execution of a separate trusted fund agreement between the Employer and the Union.

#### **Section 2.**

Effective December 28, 2009, the City shall continue to contribute the pro-rata annual amount of \$1,698 for actives and retirees for remittance to the Welfare Fund of the Union pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel.

#### **Section 3.**

The Unions agree 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 4.**

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.

#### **Section 5.**

This Agreement incorporates the terms of the May 5, 2014 Letter Agreement regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee, as appended to this agreement.

### **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, 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 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.
- 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.
- g. A claimed wrongful disciplinary action taken against an eligible provisional employee who has served without a break in service for two years in the same or similar title or related occupational group in the same agency on a full-time per annum or full-time per diem basis and has been assigned regularly to work the normal, full-time work week established for that title.

## **Section 2.**

The Grievance Procedure, except for grievances as defined in Section 1 (d) and 1 (e) and 1 (g) 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 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. 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.

**STEP II**        An appeal from an unsatisfactory determination at STEP I 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) working days of the receipt of the STEP I 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) working 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) working 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) working days of receipt of the STEP III determination. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance." The Employer shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accordance with the Consolidated Rules of the Office of Collective Bargaining. The costs and fees of such arbitration shall be borne equally by the Union and the Employer.

The arbitrator's decision, order or award (if any) shall be limited to the application and interpretation of the Agreement, and the arbitrator shall not add to, subtract from or modify the Agreement. The arbitrator's award shall be final and binding and enforceable in any appropriate tribunal in accordance with Article 75 of the Civil Practice Law and Rules. The arbitrator may provide for and direct such relief as the arbitrator deems necessary and proper, subject to the limitations set forth above and any applicable limitations of law.

### **Section 3.**

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

### **Section 4.**

- a. Any grievance under Section 1 (d) relating to a claimed improper holding of an open-competitive rather than a promotional examination shall be presented in writing by

the Employee or the Union representative to the Commissioner of Labor Relations not later than thirty (30) days after the notice of the intention to conduct such open-competitive examination, or copy of the appointing officer's request for such open-competitive examination, as the case may be, has been posted in accordance with Section 51 of the Civil Service Law. The grievance shall be considered and passed upon within ten (10) days after its presentation. The determination shall be in writing, copies of which shall be transmitted to both parties to the grievance upon issuance.

- b. A grievance relating to the use of an open-competitive rather than a promotional examination which is unresolved by the Commissioner of Labor Relations may be brought to impartial arbitration as provided in Sections 2 and 3 above. Such a grievance shall be presented by the Union, in writing, for arbitration within 15 days of the presentation of such grievance to the Commissioner of Labor Relations, and the arbitrator shall decide such grievance within 75 days of its presentation to the arbitrator. The party requesting such arbitration shall send a copy of such request to the other party. The costs and fees of such arbitration shall be borne equally by the Employer and the Union.

#### **Section 5.**

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. As a condition of accepting such determination, the Employee shall sign a waiver of the Employees right to the procedures available to him or her under Section 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 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 Section 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.

**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) working 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 working 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) working 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. Disciplinary Procedure for Provisional Employees**

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

#### **Section 7.**

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. All other individual advances in process concerning the same issue shall be consolidated with the "group" grievance. 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.

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### **Section 8.**

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 9.**

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 10.**

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.**

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.**

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 the grievances as set forth below.
- b. The parties voluntarily agree to submit matters to final and binding arbitration pursuant to the New York City Collective Bargaining Law and under the jurisdiction of the Office of Collective Bargaining. An arbitrator or panel of arbitrators, as agreed to by the parties, will act as the arbitrator of any issue submitted under the expedited procedure herein.
- c. The selection of those matters which will be submitted shall include, but not limited to, out-of-title cases concerning all titles, disciplinary cases wherein the proposed penalty is a monetary fine of one week or less or written reprimand, and other cases pursuant to mutual

agreement by the parties. The following procedures shall apply:

**i. SELECTION AND SCHEDULING OF CASES:**

- (1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in Section 12 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. Submission of relevant documents, etc., will not be unreasonably limited and may be submitted as a "packet" exhibition.
- (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 a 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 all endeavor to stipulate to the issue in advance of the hearing date.

#### **ARTICLE VII--UNION REPRESENTATION**

When the agency decides to have an orientation program for newly hired Probation Officers, the Union shall be permitted to designate one of its representatives to discuss Union rights and benefits, including welfare fund provisions.

#### **ARTICLE VIII--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 Employer business.

#### **ARTICLE IX--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 X--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 City-wide 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 City-Wide Agreement unless otherwise specifically excluded herein.

#### **ARTICLE XI--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 XII--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 eight members who shall serve for the term of this Agreement. The Union shall designate four members and the agency head shall designate four 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 XIII--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 XIV--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 XV—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 XVI—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 XII of this Agreement.



WHEREFORE, we have hereunto set our hands and seals this 26<sup>th</sup> day of July, 2017

CITY OF NEW YORK AND RELATED  
PUBLIC EMPLOYERS AS  
DEFINED HEREIN

BY: 

ROBERT W. LINN  
Commissioner  
Office of Labor Relations

UNITED PROBATION OFFICERS  
ASSOCIATION

BY: 

DALVANIE POWELL  
President

APPROVED AS TO FORM:

BY: 

ERIC EICHENHOLTZ  
Acting Corporation Counsel

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

UNIT: PROBATION OFFICERS

TERM: December 28, 2009 to April 27, 2017





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

**JAMES F. HANLEY**  
*Commissioner*  
**MARGARET M. CONNOR**  
*First Deputy Commissioner*

Dominic Coluccio  
President  
United Probation Officers Association  
375 West Broadway – Room 300  
New York, NY 10012

RE: 2007-2009 Probation Officers Agreement

Dear Mr. Coluccio:

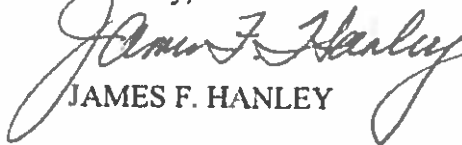
This is to confirm our mutual agreement and understanding that requests for transfers within the Department of Probation shall be considered in the following manner:

Any employee in the bargaining unit serving in a permanent position may request a transfer within title to another location by making a written application to the Agency's Director of Personnel.

It is agreed and understood that the Department of Probation reserves the right to make transfer decisions based on the needs and efficient operation of the Department.

The terms of this letter of understanding are not subject to the grievance procedure.

Sincerely,

  
JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF  
UPOA

BY:   
DOMINIC COLUCCIO



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

**JAMES F. HANLEY**  
*Commissioner*  
**MARGARET M. CONNOR**  
*First Deputy Commissioner*

Dominic Coluccio, President  
United Probation Officers Association  
375 West Broadway, Room 300  
New York, NY 10012

Re: Gainsharing Agreement

Dear Mr. Coluccio:

This confirms the mutual understanding and agreement of the parties regarding the sharing of savings generated through restructuring which the UPOA and the City agreed to in the Department of Probation's Adult Supervision Program ("Gainsharing Agreement").

Effective August 1, 2004, the parties agree to the following:

1. The parties hereby agree that the January 28, 1993 Gainsharing Agreement (as periodically updated) is hereby discontinued and superseded by this permanent agreement.
2. This Agreement supersedes all previous Agreements between the parties regarding compensation to employees as a result of the previous Gainsharing Agreement.
3. All employees newly hired in the Probation Officer title series on, or after August 1, 2004 shall not be included in any Gainsharing compensation provided herein.
4. The parties hereby agree that the amounts payable to present incumbent employees under the Gainsharing Agreement shall not increase by future collective bargaining increases.

5. The following amounts shall be paid or payable only to incumbents who are serving in the Probation Officer title series as of August 1, 2004:

<u>Length of Service</u>	<u>Per Annum Amount</u>
Five or more years	\$1,325
Ten or more years	\$2,095
Fifteen or more years	\$2,620

6. The above amounts will be pensionable, but they shall not be included in the employees' base salaries for any other purposes.
7. The standard work week for all employees in the Probation Officer title series hired on or after August 1, 2004 shall be increased to 40 hours, without any increase in compensation.

Kindly indicate your acceptance by affixing your signature in the space provided below.

Very truly yours,

  
JAMES HANLEY

**AGREED AND ACCEPTED ON BEHALF OF  
UPOA**

By:   
DOMINIC COLUCCIO  
President



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

**JAMES F. HANLEY**  
*Commissioner*  
**MARGARET M. CONNOR**  
*First Deputy Commissioner*

Dominic Coluccio, President  
United Probation Officers Association  
375 West Broadway, Room 300  
New York, NY 10012

Re: 2007-2009 UPOA Agreement

Dear Mr. Coluccio:

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

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

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


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

Very truly yours.

  
JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF  
UPOA

BY:

  
Dominic Coluccio



THE CITY OF NEW YORK  
**OFFICE OF LABOR RELATIONS**  
40 Rector Street, New York, NY 10006-1705  
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**JAMES F. HANLEY**  
*Commissioner*  
**MARGARET M. CONNOR**  
*First Deputy Commissioner*

Dominic Coluccio, President  
United Probation Officers Association  
375 West Broadway, Room 300  
New York, NY 10012

Re: 2007-2009 UPOA Agreement

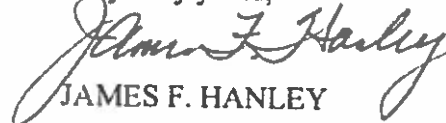
Dear Mr. Coluccio:

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

Effective December 27, 2009, the parties agree that the monies available in Section 3 of the 2007-2009 UPOA MOA shall be fully used for an increase in the welfare fund contribution to the union in the amount of \$83.00 per annum on behalf of each full-time active member and retiree.


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

Very truly yours,

  
JAMES F. HANLEY

**AGREED AND ACCEPTED ON BEHALF OF  
UPOA**

BY:

  
Dominic Coluccio

UPOA 2009-2017

17005



THE CITY OF NEW YORK  
**OFFICE OF LABOR RELATIONS**  
40 Rector Street, New York, NY 10006-1705  
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**JAMES F. HANLEY**  
*Commissioner*  
**MARGARET M. CONNOR**  
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Dominic Coluccio, President  
United Probation Officers Association  
375 West Broadway, Room 300  
New York, NY 10012

Re: 2007-2009 UPOA Agreement

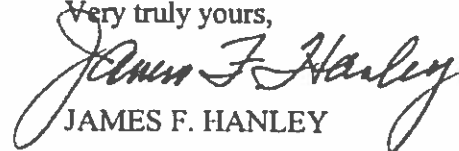
Dear Mr. Coluccio:

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

Effective July 11, 2008, there shall be a one-time lump sum cash payment to the welfare fund in the amount of \$200.00 on behalf of each full-time active member and retiree who is receiving benefits on July 11, 2008.


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

Very truly yours,

  
JAMES F. HANLEY

**AGREED AND ACCEPTED ON BEHALF OF  
UPOA**

BY:

  
Dominic Coluccio

UPOA 2009-2017

17005





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

# **DISCIPLINARY PROCEDURE FOR PROVISIONAL EMPLOYEES**

## **1. Purpose**

New York State Civil Service Law, Article 4, Title B, §65 governs provisional appointments. The purpose of this agreement is to establish a disciplinary procedure for certain provisional employees in the context of the City of New York's five-year plan to reduce provisional appointments as approved, with certain modifications, by the New York State Civil Service Commission on September 22, 2008 and accepted by the Commissioner of Citywide Administrative Services on October 22, 2008.

## **2. Eligibility Criteria**

- a. The employee must have served for at least two (2) years in the same or similar title or related occupational group in the same agency without a break in service (see: below) of more than 31 days; and
- b. The employee must have been serving provisionally in such competitive class position on a full-time per annum or full-time per diem basis and assigned regularly to work the normal, full-time work week established for that title. (see: Attachment A for special provisions applicable to School Based Employees.)
- c. Prior provisional service followed by permanent service may not be aggregated with current provisional service (e.g. prior provisional service as a temporary or seasonal "step-up" followed by permanent service may not be counted towards meeting the service requirement in an employee's current provisional position.)

The following unpaid time in excess of 31 days will not be deemed a break in service or be counted as service:

- (i) for maternity/childcare leave;
- (ii) for military leave;
- (iii) jury duty;
- (iv) for union business pursuant to Executive Order 75;
- (v) while pending workers' compensation determination;
- (vi) while on workers' compensation option 2;
- (vii) due to illness or exhaustion of paid sick leave; and
- (viii) due to family illness.

### **3. Exceptions**

- a. No provisional employee shall be deemed to be permanently appointed under any circumstances, nor shall this disciplinary procedure be deemed to preclude removal of any provisional employee as a result of the establishment of, or appointment from, an appropriate eligible list, or in accordance with any other provision of law.
- b. Notwithstanding the provisions in Section 2, Eligibility Criteria, above, this Disciplinary Procedure shall not be available to any employee appointed on a provisional basis to any position for which one or more appropriate eligible lists have been established including but not limited to any list established pursuant to a plan approved in accordance with NYS Civil Service Law Section 65(5)(b).

### **4. Procedure**

When a claimed wrongful disciplinary action has been taken against an eligible provisional employee (see: Eligibility Criteria), 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 Article XV of this Agreement.<sup>1</sup> 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 Article XV of 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

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<sup>1</sup> Reference is to 1995-2001 Citywide Agreement.

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 Article XV of this Agreement.

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 in this Procedure and any applicable limitations of law.

##### **5. Limitations on Arbitrator's Award**

Notwithstanding any inconsistent provision of this Procedure, when an eligible list exists for the title that the employee held provisionally, an Arbitrator shall not be empowered to order reinstatement of an employee.


This limitation shall not preclude a monetary remedy for any portion of the period covered from the implementation of the disciplinary penalty at issue in the grievance to the date of the establishment of an eligible list.

6. **Expiration Date**

This Disciplinary Procedure shall expire on the earlier of either of the following:

- a. the expiration or termination of a plan approved pursuant to subdivision 5 of section 65 of the Civil Service Law; or
- b. December 31, 2014.

**FOR THE CITY OF NEW YORK**

BY:   
JAMES F. HANLEY  
Commissioner of Labor Relations

**FOR DISTRICT COUNCIL 37,  
AFSCME, AFL-CIO**

BY:   
LILLIAN ROBERTS  
Executive Director

APPROVED AS TO FORM:

8/30/11

BY:   
PAUL T. REPHEN  
Acting Corporation Counsel

17005

**Attachment A**  
**School Based Employees**

An employee of the Department of Health who is regularly and exclusively assigned to work at a Board of Education facility (hereinafter, "School Based Employee" or "SBE") shall be covered by the provisional disciplinary provisions set forth herein, provided that the following criteria are met:

- a. Such SBE must regularly work the listed full-time work week established for a per annum title set forth in Appendix A of the 1995-2001 Citywide Agreement during the customary school year without a break in service of more than 31 days.
- b. If such SBE is placed in unpaid status at the end of the customary school year, such period in unpaid status during the customary break between school years shall be deemed an authorized leave without pay and not considered a break in service. However, such authorized leave without pay during the break between customary school years shall not be creditable towards meeting the required two years of service required for provisional disciplinary rights.
- c. Such SBE, upon return to paid status from the break between customary school years, must continue to be assigned to regularly work on a full-time basis without a break in service of more than 31 days.
- d. If such SBE is assigned to work during all or part of the break between customary school years, such time in paid status shall count towards meeting the two year service requirement for provisional disciplinary rights provided such service is on a full-time basis. However, no part-time service rendered during such break between customary school years shall be creditable towards meeting the required two years of service required for provisional disciplinary rights.
- e. SBEs meeting the above criteria shall become eligible for the provisional disciplinary rights set forth herein when their aggregated full-time service during consecutive customary school years (inclusive of any *full-time* service rendered during the breaks between such consecutive customary school years) totals the required two years. Under typical circumstances, this would be expected to occur sometime during their third school year of employment.



August 10, 2011

Evelyn Seinfeld  
Director of Research and Negotiations  
District Council 37  
125 Barclay Street  
New York, New York 10007

Re: Pending Provisional Employee Disciplinary Cases

Dear Ms. Seinfeld:

This letter confirms our mutual understanding and agreement concerning certain provisional employees on whose behalf grievances alleging claimed wrongful disciplinary actions by the agency were filed prior to and/or subsequent to the Court of Appeals' decision in *CSEA v. Long Beach* but which cases have been held in abeyance and have not progressed to arbitration.

In addition to the limitation set forth in Section 5. of the "Disciplinary Process for Provisional Employees", in determining a "back pay" award, if any, the arbitrator shall exclude the period of time from the date of the Long Beach decision through January 28, 2008. An arbitrator may award "back pay" for the period subsequent to the affected employee's discipline/termination but prior to the Court of Appeals' decision in *CSEA v. Long Beach* (that is, May 1, 2007.) However, in no case may "back pay" be awarded for any period during which a provisional employee was serving while an eligible list existed for the title the employee held provisionally. Moreover, in awarding backpay, the Arbitrator must consider the efforts of the employee in mitigating his or her damages and must also offset any backpay award by any and all interim earnings, including unemployment compensation. In no event may an employee be awarded backpay in excess of one year's base salary for the position s/he held provisionally.

If you concur with the contents set forth herein, please execute the signature line provided below.

Very truly yours,

  
James F. Hanley

Agreed and Accepted on Behalf of District Council 37

BY:   
Evelyn Seinfeld

17005