



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
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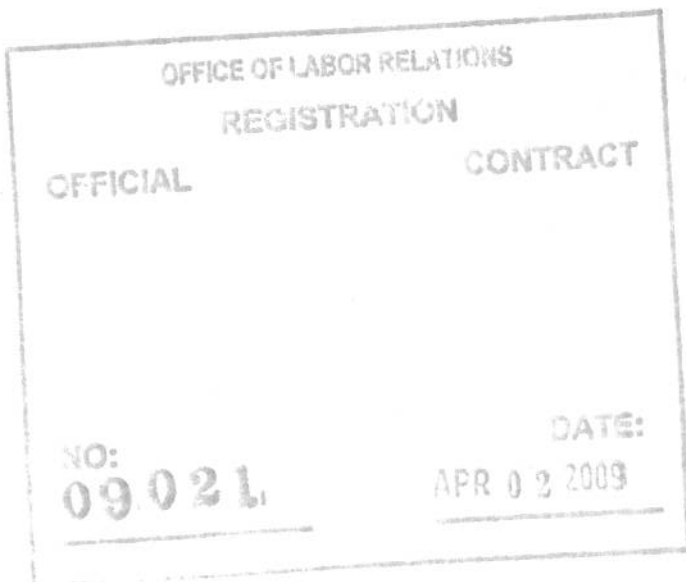
JAMES F. HANLEY
Commissioner
MARGARET M. CONNOR
First Deputy Commissioner

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES
FROM: JAMES F. HANLEY, COMMISSIONER *James F. Hanley*
SUBJECT: EXECUTED CONTRACT: MARINE (CONSOLIDATED TITLES)
TERM: APRIL 27, 2008 TO APRIL 26, 2010

Attached for your information and guidance is a copy of the executed contract entered into by the Commissioner of Labor Relations on behalf of the City of New York and United Marine Division, Local 333, International Longshoreman's Association, AFL-CIO on behalf of the incumbents of positions listed in Article I of said contract.

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

DATED: APR 02 2009



**Local 333 Marine (Consolidated) Titles
2008-2010 Agreement**

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**Local 333 Marine (Consolidated) Titles
2008-2010 Agreement**

AGREEMENT entered into this *2nd* day of *April* 2009, by and between the **City of New York** and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf (hereinafter referred to jointly as the "Employer"), and **United Marine Division, Local 333, International Longshoreman's Association, AFL-CIO** (hereinafter referred to as the "Union"), for the twenty (20) month and two (2) day period from April 27, 2008 to April 26, 2010.

WITNESSETH:

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

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

**Chief Dockmaster
Deckhand
Dockmaster
Dockmaster (Rule X)
Ferry Agent
Ferry Terminal Supervisor
Gasoline Engine Operator (Marine)
Launch Operator (Water Pollution)
Launch Operator (Water Pollution - Sanitation)
Marine Oiler
Marine Oiler (Ferry Operations)
Marine Sounder
Marine Stoker
Supervising Dockmaster
Supervising Ferry Agent
Water Tender**

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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 Checkoff of Union Dues" and in accordance with the Mayor's Executive Order No. 107, dated December 29, 1986, entitled "Procedures for Orderly Payroll Check-off of Union Dues and Agency Shop Fees."
- b. Any Employee may consent in writing to the authorization of the deduction of dues from his or her 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 Employer, which bears the signature of the Employee.

Section 2.

The parties agree to an agency shop to the extent permitted by applicable law, the provisions of which are contained in a supplemental agreement hereby incorporated by reference into this Agreement.

ARTICLE III - UNION ACTIVITY

Section 1.

Time spent by Union officials and representatives in the conduct of labor relations shall be governed by the provisions of Mayor's Executive Order No. 75, dated March 22, 1973 as amended or superseded by subsequent Executive Orders. No Employee shall otherwise engage in union activities during the time he is assigned to his regular duties.

Section 2.

The Employer agrees not to discriminate in any way against any Employee for union activity, but such activity shall not be carried on during working hours or in working areas.

Section 3.

There shall be no union activity on Employer time other than that which is specifically permitted by the terms of this Agreement.

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ARTICLE IV-A WAGES AND BENEFITS

**Group 1 - DECKHAND, MARINE STOKER
MARINE OILER ((in the
Department of Transportation)),
WATER TENDER, MARINE OILER
(FERRY OPERATIONS)**

**Group 2 - GASOLINE ENGINE OPERATOR (MARINE),
LAUNCH OPERATOR (WATER POLLUTION);
LAUNCH OPERATOR (WATER POLLUTION - SANITATION)**

The terms and provisions of this Agreement and the benefits granted hereunder shall be applicable to each Employee in a title listed in this Article IV-A, provided, however, the Union executes the following instrument and the provisions of such instrument are complied with:

- a. A waiver of any rights such Employee may have under Section 220 of the Labor Law in a form and manner approved by the Corporation Counsel's Office for such purposes (*see* Appendix "A") and;
- b. A Release to the City of New York in the form now used by the Employer for such purpose (*see* Appendix "A").

ARTICLE IV-A - GROUP 1 - WAGES AND BENEFITS

**DECKHAND, MARINE STOKER, MARINE OILER
(in the Department of Transportation)
WATER TENDER, MARINE OILER (FERRY OPERATIONS)**

Section 1.

- a. Employees shall receive, for 207 (8 hour) days per annum of which 198 are work days, annual compensation as follows:

(1) Hiring Rate*	Effective Date	
	<u>4/27/08</u>	<u>4/27/09</u>
Deckhand, Marine Stoker**	\$41,633	\$43,298
Marine Oiler, Water Tender**, Marine Oiler (Ferry Operations)	\$43,249	\$44,978

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NOTE

* Employees hired on or after 4/27/08 or 4/27/09 shall be paid the hiring rate the in effect on 4/27/08 or 4/27/09. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "incumbent" rate for the applicable title that is in effect on the two year anniversary of their original appointment. In no case shall an employee receive less than the stated hiring rate.

** For present incumbents only

(2) Incumbent Rate	Effective Date	
	<u>4/27/08</u>	<u>4/27/09</u>
Deckhand, Marine Stoker**	\$47,878	\$49,793
Marine Oiler, Water Tender**, Marine Oiler (Ferry Operations)	\$49,736	\$51,725

- b. These rates are based on a 30 hour week and shall constitute compensation in full for the regular work week consisting of four (4) consecutive eight hour tours per week. Any regular work week may include a Saturday or Sunday without additional compensation. The rates include twelve (12) legal holidays, of which nine (9) are paid holidays and three (3) are non-paid holidays. The paid legal holidays are as follows:

New Years Day	Labor Day
Martin Luther King Day	Veterans Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

**For present incumbents only.

Section 2.

An Employee who works on a paid legal holiday described in Section 1(b) shall receive, for such eight hour tour actually worked, the following additional payment:

(1) Hiring Rate*	Effective Date	
	<u>4/27/08</u>	<u>4/27/09</u>
Deckhand, Marine Stoker	\$292.86	\$304.57
Marine Oiler, Water Tender, Marine Oiler (Ferry Operations)	\$304.20	\$316.37

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(2) Incumbent Rate	Effective Date	
	<u>4/27/08</u>	<u>4/27/09</u>
Deckhand, Marine Stoker	\$336.79	\$350.26
Marine Oiler, Water Tender, Marine Oiler (Ferry Operations)	\$349.82	\$363.81

Such payment shall preclude the grant of any additional time off.

NOTE

* Employees hired on or after 4/27/08 or 4/27/09 shall be paid the hiring rate the in effect on 4/27/08 or 4/27/09. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "incumbent" rate for the applicable title that is in effect on the two year anniversary of their original appointment. In no case shall an employee receive less than the stated hiring rate.

Section 3.

The three (3) non-paid holidays (holidays not included in the per annum wage rate) are: Lincoln's Birthday, Columbus Day and Election Day. A per annum Employee who is required to work on any such holidays shall receive compensatory time off equal to the number of hours actually worked.

Section 4.

Daily overtime performed after the regular assigned tour of duty shall be compensated in cash at the rates set forth below for each hour so worked in increments of ½ hour.

(1) Hiring Rate*	Effective Date	
	<u>4/27/08</u>	<u>4/27/09</u>
Deckhand, Marine Stoker	\$36.61	\$38.07
Marine Oiler, Water Tender, Marine Oiler (Ferry Operations)	\$38.03	\$39.55

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(2) Incumbent Rate	Effective Date	
	<u>4/27/08</u>	<u>4/27/09</u>
Deckhand, Marine Stoker	\$42.10	\$43.78
Marine Oiler, Water Tender, Marine Oiler (Ferry Operations)	\$43.74	\$45.49

Such payment shall preclude the grant of any additional time off.

NOTE

* Employees hired on or after 4/27/08 or 4/27/09 shall be paid the hiring rate the in effect on 4/27/08 or 4/27/09. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "incumbent" rate for the applicable title that is in effect on the two year anniversary of their original appointment. In no case shall an employee receive less than the stated hiring rate.

Section 5.

Temporary replacements for regular Employees shall be paid the following daily (8 hour) and hourly rates for all shifts including Saturdays and Sundays:

a. Rates applicable for the first 30 hours of any calendar week:

(1) <u>Hiring Rate*</u>	<u>Daily Rate</u>	
	Effective Date	
	<u>4/27/08</u>	<u>4/27/09</u>
Deckhand, Marine Stoker	\$195.24	\$203.05
Marine Oiler, Water Tender, Marine Oiler (Ferry Operations)	\$202.81	\$210.92

	<u>Hourly Rate</u>	
	Effective Date	
	<u>4/27/08</u>	<u>4/27/09</u>
Deckhand, Marine Stoker	\$24.40	\$25.38
Marine Oiler, Water Tender, Marine Oiler (Ferry Operations)	\$25.34	\$26.35

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NOTE

* Employees hired on or after 4/27/08 or 4/27/09 shall be paid the hiring rate the in effect on 4/27/08 or 4/27/09. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "incumbent" rate for the applicable title that is in effect on the two year anniversary of their original appointment. In no case shall an employee receive less than the stated hiring rate.

(2) <u>Incumbent Rate</u>	<u>Daily Rate</u>	
	Effective Date	
	<u>4/27/08</u>	<u>4/27/09</u>
Deckhand, Marine Stoker	\$224.53	\$233.51
Marine Oiler, Water Tender, Marine Oiler (Ferry Operations)	\$233.23	\$242.56
	<u>Hourly Rate</u>	
	Effective Date	
	<u>4/27/08</u>	<u>4/27/09</u>
Deckhand, Marine Stoker	\$28.06	\$29.18
Marine Oiler, Water Tender, Marine Oiler (Ferry Operations)	\$29.15	\$30.32

- b. Work performed in excess of 30 hours per week and/or in excess of 8 hours on a legal holiday as defined in Section 1 (b) hereof shall be paid at the hourly rate set forth in Section 4 hereof.
- c. Temporary replacements for regular Employees shall be paid time and one half of the daily rate as set forth in Section 5(a) hereof for work on a legal holiday, as defined in Section 1(b) hereof, in addition to one day's (8 hour) holiday pay at straight time. Such payment shall preclude the grant of any additional time off.

6. New Hires.

- a. For the purposes of Sections 6(b) and 6 (c), Employees 1) who were in active pay status before April 27, 2008, and 2) who are affected by the following personnel actions after said date shall not be treated as "newly hired" Employees and shall be entitled to receive the indicated minimum "incumbent rate" set forth in subsections 1(a)(2), 2(2), 4(2), and 5(a)(2) of this **Article IV-A-GROUP 1:**

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1. Employees who return to active status from an approved leave of absence.
 2. 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.
 3. 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.
 4. 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.
 5. Permanent Employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.
 6. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
 7. A provisional Employee who is appointed directly from one provisional appointment to another.
 8. 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 6. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in **Article VI** of this Agreement.
- b. The following provisions shall apply to Employees newly hired on or after April 27, 2008.
- 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 rate" for said title that is in effect on the date of such appointment as set forth in this *Agreement*.
 - ii. Upon completion of two (2) years of service such employees shall be paid the indicated "incumbent rate" 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*.
- c. Employees who change titles or levels before attaining one year 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 subsections 6(b) and 6(c).

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Section 7.

The Employer will provide the following annual uniform allowance not to exceed the amounts specified for each Deckhand employed only on a per annum basis, or the pro-rata share thereof during the term of this Agreement:

		<u>Amount</u>
Effective	4/27/08	\$172

Section 8.

Each Deckhand who is qualified by possession of the appropriate Radio Operators license issued by the Federal Communications Commission, to operate radio-telephone equipment, shall receive the following additional amounts per hour for each hour during which the Employee performs duties which will require and include operation of such radio-telephone equipment:

		<u>Amount</u>
Effective	4/27/08	\$0.26

Section 9.

Employees shall receive payment in cash in the amount of \$150 for loss of clothing and personal effects resulting from the sinking of a ferry boat, such payment to be in full compensation for such loss whether the loss is greater or less than \$150.

Section 10.

Annual leave benefits, sick leave benefits, and other authorized absences with pay, shall be granted as follows:

- a. For those Employees hired prior to July 1, 1985, annual leave not to exceed a total of five (5) weeks per annum shall be granted as follows:
 - Vacation-with-pay* benefits not exceeding four (4) weeks and one day annually, to be provided on a per annum basis, plus
 - Personal Business* not to exceed four (4) days per annum.
- b. **Sick Leave**
 - (1) Sick leave shall be earned and accrued on the basis of one (1) day for each month of employment and shall be cumulative up to two hundred and forty (240) days.

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- (2) Sick Leave may be expended by an Employee upon having accrued same.
- (3) Employees covered by Article IV A (Group 1) may use one (1) day per year from their accrued sick leave balance for the care of ill family members. Approval of such leave is discretionary with the agency and proof of disability must be provided by the Employee satisfactory to the agency within five (5) days of the Employee's return to work.
- (4)
 - a. A verifying statement from the Employee's doctor shall not be required by the Employer for sick day claims of two (2) days or less.
 - b. For claims of more than two (2) working days, the Employee must secure a verifying statement from his doctor to support his claim. This statement should be sent in as soon as possible after the period of absence is over.
 - c. A verifying statement from the Employee's doctor may be required by the department where there is absence of more than one (1) working in the case of chronic absenteeism. The agency may require a doctor's note for one (1) day of sick leave where there is a pattern of sick leave abuse, such as consistently taking off the first or last day of a work week. Prior to determining that there is a pattern of abuse, a meeting will be conducted between the union and management to discuss the findings. An Employee shall be deemed to be in the category of chronic absenteeism if such Employee falls within the criteria set forth in Final Warning (**STEP IV**) of the City of New York - Attendance Policy (commonly referred to as the "City's Absence Control Plan") or any successor thereto, whether of City-wide or Department-wide nature. *The Administration - Time Elements* provision of the Attendance Policy or any successor thereto shall likewise be applicable.
 - d. Time off with pay shall be granted to regular Employees not to exceed three (3) work days in case of death in the immediate family. Immediate family shall be defined for this purpose as spouse, parent, (natural, foster, step), mother-in-law, father-in-law, child, brother or sister; or any relative residing in the household.
 - e. Two (2) hours of credit (at straight time), providing the Employee actually works, shall be granted for purposes of voting on Regular General Election Day.
 - f. In the event that the Office of the Mayor issues an order to the various department heads that City Employees be granted a day off or alternate days, the same policy shall be applied to the Employees covered by this **Article IV-A (Group 1)**.

Section 11.

All Employees both permanent and provisional who resign, are laid off or go on leave of absence, except those Employees who may die while in service or those whose services are terminated while

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charges are pending, shall be paid for all work actually performed including overtime, and earned vacation, at their respective annual or daily rates of pay as the case may be.

Section 12.

The beneficiary or estate of any Employee who dies while employed by the Employer shall receive payment in cash for the following:

- a. All unused accrued annual leave to a maximum of 54 days credit.
- b. All unused accrued compensatory time, earned subsequent to March 15, 1968, verifiable by official agency records to a maximum of two hundred (200) hours.

Section 13.

If an Employee dies during the term of this Agreement 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, a payment of twenty-five thousand dollars (\$25,000) will be made from other funds than those of the Retirement System in addition to any other payment which may be made as a result of such death. Such payment shall be made to the same beneficiary designated in Section 11 hereof, or if no beneficiary is so designated, payment shall be made to the Employee's estate.

Section 14.

Each Employee shall receive terminal leave in accordance with existing rules governing the grant of terminal leave to other city Employees in the Department of Transportation now receiving terminal leave.

Section 15.

The Employer will attempt to retain all per annum Employees who hold positions by permanent appointment. If reduction in forces because of reduced number of ferry boat runs becomes necessary, no such reduction in forces shall become effective without prior discussion with the Union.

Section 16.

In the event that the Employer introduces newly designed vessels to the ferry service, the Employer agrees to negotiate with the Union wages and working conditions with respect to such newly designed vessels. The foregoing is not to be construed as a reopening of this Agreement in any respect covering Employees employed on existing vessels.

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Section 17.

In accord with the election by the Union pursuant to the provisions of Article XIII of the *1995-2001 City-wide Agreement* negotiated pursuant to Section 1173-4.3(a)(2) of the New York City Collective Bargaining Law recodified as Section 12-307 (a)(2) of the current New York City Collective Bargaining Law or any successor agreement thereto, the Welfare Fund provisions of that City-wide Agreement or any successor thereto shall apply to Employees covered by this Agreement.

ARTICLE IV-A - GROUP 2 - WAGES AND BENEFITS

**GASOLINE ENGINE OPERATOR (MARINE),
LAUNCH OPERATOR (WATER POLLUTION)
LAUNCH OPERATOR (WATER POLLUTION - SANITATION)**

Section 1.

- a. Employees shall receive, for 207 (8 hour) days per annum of which 198 are work days in the case of Gasoline Engine Operator (Marine), and 155 variable hour days per annum of which 146 are work days in the case of Launch Operator (Water Pollution)** and Launch Operator (Water Pollution - Sanitation), annual compensation as follows:

(1) Hiring Rate*

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Effective Date	<u>4/27/08</u>	<u>4/27/09</u>
	\$45,535	\$47,357
(2) Incumbent Rate		
Effective Date	<u>4/27/08</u>	<u>4/27/09</u>
	\$52,365	\$54,460

* Employees hired on or after 4/27/08 or 4/27/09 shall be paid the hiring rate the in effect on 4/27/08 or 4/27/09. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "incumbent" rate for the applicable title that is in effect on the two year anniversary of their original appointment. In no case shall an employee receive less than the stated hiring rate.

** For present incumbents only.

- b. These rates are based on a 30 hour work week and shall constitute compensation in full for the regular work week consisting of four (4) consecutive eight hour tours per week in the case of Gasoline Engine Operator (Marine) and three consecutive variable hour tours per week in the case of Launch Operator (Water Pollution) and Launch Operator (Water Pollution - Sanitation). Any regular work week may include a Saturday or Sunday without additional compensation. The rates include twelve (12) legal holidays, of which nine (9) are paid holidays, and three (3) are non-paid holidays. The paid legal holidays are as follows:

- | | |
|-------------------------------|-------------------------|
| New Years Day | Labor Day |
| Martin Luther King Day | Veterans Day |
| Washington's Birthday | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | |

Section 2.

An Employee who works on a paid legal holiday described in Section 1 (b) shall receive, for each hour actually worked, additional payment as follows:

(1) Hiring Rate*		
Effective Date	<u>4/27/08</u>	<u>4/27/09</u>
	\$40.03	\$41.63
(2) Incumbent Rate		
Effective Date	<u>4/27/08</u>	<u>4/27/09</u>
	\$46.03	\$47.87

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Such payment shall preclude the grant of any additional time off.

NOTE

* Employees hired on or after 4/27/08 or 4/27/09 shall be paid the hiring rate the in effect on 4/27/08 or 4/27/09. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "incumbent" rate for the applicable title that is in effect on the two year anniversary of their original appointment. In no case shall an employee receive less than the stated hiring rate.

3. New Hires.

a. For the purposes of Sections 3(b) and 3(c), Employees 1) who were in active pay status before April 27, 2008, and 2) who are affected by the following personnel actions after said date shall not be treated as "newly hired" Employees and shall be entitled to receive the indicated minimum "incumbent rate" set forth in subsections 1(a)(2) and 2(2) of this **Article IV-A-GROUP 2:**

1. Employees who return to active status from an approved leave of absence.
2. 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.
3. 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.
4. 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.
5. Permanent Employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.
6. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
7. A provisional Employee who is appointed directly from one provisional appointment to another.
8. 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 3. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in Article VI of this Agreement.

b. The following provisions shall apply to Employees newly hired on or after April 27, 2008.

- 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 rate" for said title that is in effect on the date of such appointment as set forth in this *Agreement*.

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- ii. Upon completion of two (2) years of service such employees shall be paid the indicated "incumbent rate" 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*.
- c. Employees who change titles or levels before attaining one year 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 subsections 3(b) and 3(c).

Section 4.

The three (3) non-paid holidays (holidays not included in the per annum wage rate) are: Lincoln's Birthday, Columbus Day and Election Day. An Employee who is required to work on any of such holidays shall receive compensatory time off equal to the number of hours actually worked.

Section 5.

Daily overtime performed after the regular assigned tour of duty shall be compensated in cash at the rates set forth in Section 2 hereof for each hour so worked in increments of 1/2 hour. Such pay shall preclude the grant of any additional time off.

Section 6.

The Employer will provide grub money in the amount below for each Launch Operator (Water Pollution) and Launch Operator (Water Pollution - Sanitation) for each assigned tour of duty actually worked.

		<u>Amount</u>
Effective	4/27/08	\$6.43

Section 7.

Each Employee who is qualified by possession of the appropriate Radio Operators license issued by the Federal Communications Commission, to operate radio-telephone equipment, shall receive the following additional amounts per hour for each hour during which the Employee performs duties which will require and include operation of such radio-telephone equipment:

		<u>Amount</u>
Effective	4/27/08	\$0.26

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Section 8.

Employees shall receive payment in cash in the amount of \$150 for loss of clothing and personal effects resulting from the sinking of a vessel, such payment to be in full compensation for such loss whether the loss is greater or less than \$150.

Section 9.

Annual leave benefits, sick leave benefits, and other authorized absences with pay, shall be granted as follows:

- a. For those Employees hired prior to July 1, 1985, annual leave not to exceed a total of five (5) weeks per annum shall be granted as follows:

Vacation-with-pay benefits not exceeding four (4) weeks annually, to be provided on a per annum basis, plus

Personal Business not to exceed four (4) days per annum for Gasoline Engine Operator (Marine) and three (3) days per annum for Launch Operator (Water Pollution).

- b. **Sick Leave**

- (1) Sick leave shall be cumulative up to two hundred and forty (240) days earned, and accrued on the basis of one (1) day for each month of employment.
- (2) Sick leave may be expended by Employee upon having accrued same.
- (3) Employees covered by **Article IV-A-(Group 2)** may use one (1) day per year from their accrued sick leave balance for the care of ill family members. Approval of such leave is discretionary with the agency and proof of disability must be provided by the Employee satisfactory to the agency within five (5) days of the Employee's return to work.

- c. Time off with pay shall be granted not to exceed three (3) work days in case of death in the immediate family. Immediate family shall be defined for this purpose as spouse, parent, (natural, foster, step), mother-in-law, father-in-law, child, brother or sister; or any relative residing in the household.
- d. Two (2) hours of credit (at straight time) providing the Employee actually works, shall be granted for purposes of voting on Regular General Election Day.
- e. In the event that the Office of the Mayor issues an order to the various department heads that City Employees be granted a day off or alternative days, the same policy shall be applied to the Employees covered by this **Article IV-A (Group 2)**.

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Section 10.

All Employees both permanent and provisional, who resign, are laid off or go on leave of absence, except those Employees who may die while in service or those whose services are terminated while charges are pending, shall be paid for all work actually performed including overtime, and earned vacation, at their respective annual or daily rates of pay as the case may be.

Section 11.

The beneficiary or estate of any Employee who dies while employed by the Employer shall receive payment in cash for the following:

- a. All unused accrued annual leave to a maximum of 54 days credit.
- b. All unused accrued compensatory time, earned subsequent to March 15, 1968, verifiable by official agency records to a maximum of two hundred (200) hours.

Section 12.

If an Employee dies during the term of this Agreement 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, a payment of twenty-five thousand dollars (\$25,000) will be made 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. Such payment shall be made to the same beneficiary designated in Section 10 hereof, or if no beneficiary is so designated, payment shall be made to the Employee's estate.

Section 13.

Each Employee shall receive terminal leave in accordance with existing rules governing the grant of terminal leave to other City Employees in the respective Departments now receiving terminal leave.

Section 14.

The Employer will attempt to retain all per annum Employees who hold positions by permanent appointment. If reduction in forces because of reduced number of runs becomes necessary, no such reduction in forces shall become effective without prior discussion with the Union.

Section 15.

In accord with the election by the Union pursuant to the provisions of Article XIII of the *1995-2001 City-wide Agreement* negotiated pursuant to Section 1173-4.3(a)(2) of the New York City Collective Bargaining Law recodified as Section 12-307 (a)(2) of the current New York City Collective Bargaining Law or any successor agreement thereto, the Welfare Fund provisions of that City-wide

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Agreement or any successor thereto shall apply to Employees covered by this Agreement.

ARTICLE IV-B - WAGES AND BENEFITS

**Group 1 - DOCKMASTER
SUPERVISING DOCKMASTER
CHIEF DOCKMASTER
DOCKMASTER (Rule X)**

Group 2 - MARINE SOUNDER

Section 1.

a. This **Article IV-B** 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 Agreement shall supersede any provisions of such Regulations inconsistent with this Agreement subject to the limitations of applicable provisions of law. b. Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, advancement increases, general increases, education differentials and any other salary adjustments, are based upon a normal work week of 40 hours. An Employee who works on a part-time, per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such Employee and the number of hours in the said normal work week, unless otherwise specified.

c. Employees who work on a per diem or hourly basis and who are eligible for any salary adjustment provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed as follows, unless otherwise specified:

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

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

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

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Section 2.

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 matters which must be uniformed for specified Employees, including Employees covered by this **Article IV-B.**

Employees who are in Rule X titles covered by this Agreement shall receive the benefits of the City-wide contract unless specifically excluded herein.

ARTICLE IV-B - GROUP 1 - WAGES AND BENEFITS

**DOCKMASTER, SUPERVISING DOCKMASTER,
CHIEF DOCKMASTER, DOCKMASTER (Rule X)**

Section 1.

Employees in the following titles shall be subject to the following salary ranges:

(1) **Hiring rate***

	<u>Dockmaster</u>	<u>Supervising Dockmaster</u>	<u>Chief Dockmaster</u>
<u>EFFECTIVE</u>	<u>Minimum</u>	<u>Minimum</u>	<u>Minimum</u>
4/27/08	\$38,415	\$41,475	\$44,369
4/27/09	\$39,951	\$43,134	\$46,143

(2) **Incumbent rate**

	<u>Dockmaster</u>		<u>Supervising Dockmaster</u>		<u>Chief Dockmaster</u>	
<u>EFFECTIVE</u>	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
4/27/08	\$44,177	\$54,069	\$47,696	\$58,378	\$51,024	\$62,457
4/27/09	\$45,944	\$56,232	\$49,604	\$60,713	\$53,065	\$64,955

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NOTE

* Employees hired on or after 4/27/08 or 4/27/09 shall be paid the hiring rate the in effect on 4/27/08 or 4/27/09. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "incumbent" rate for the applicable title that is in effect on the two year anniversary of their original appointment. In no case shall an employee receive less than the stated hiring rate

Section 2. General Wage Increase

- a.
 - i. Effective April 27, 2008, Employees shall receive a general increase of 4 percent.
 - ii. Effective April 27, 2009, Employees shall receive a general increase of 4 percent.
 - iii. Part-time per annum, per session, hourly paid and per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in Section 2(a)(i) and 2(a)(ii) on the basis of computations heretofore utilized by the parties for all such Employees.
- b. The increases provided for in Section 2(a) above shall be calculated as follows:
 - i. The general increase in Section 2(a)(i) shall be based upon the base rates (which shall only include salary or incremental salary schedules) of the applicable titles in effect on April 26, 2008.
 - ii. The general increase in Section 2(a)(ii) shall be based upon the base rates (which shall only include salary or incremental salary schedules) of the applicable titles in effect on April 26, 2009.
- c. The general increases provided for in this Section 2 shall be applied to the base rates, incremental salary levels and the minimum and maximum rates (including levels), if any, fixed for the applicable titles.

3. New Hires.

- a. For the purposes of Sections 3(b) and 3(c) Employees 1) who were in active pay status before April 27, 2008, 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 1(2) of this **Article IV-B-GROUP 1**:
 - 1. Employees who return to active status from an approved leave of absence.
 - 2. 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.

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3. 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.
 4. 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.
 5. Permanent Employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.
 6. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
 7. A provisional Employee who is appointed directly from one provisional appointment to another.
 8. 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 3. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in **Article VI** of this Agreement.
- b. The following provisions shall apply to Employees newly hired on or after April 27, 2008.
- 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*.
 - 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*.
- c. Employees who change titles or levels before attaining one year 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 subsections 3(b) and 3(c).

Section 4.

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 adjustment specified in this **Article IV-B (Group 1)**.

Section 5.

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

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not applicable to a public employer, such other Rules and Regulations as are applicable to the public employer, without a break in service to any of the following titles for another title in the direct line of promotion or from another title in the Career and Salary Plan, the minimum rate of which is exceeded by at least 8 percent by the minimum rate of the title to which appointed or promoted, shall receive upon the date of such appointment or promotion either the minimum basic salary for the title to which such appointment or promotion is made, or the salary received or receivable in the lower title plus the specified advancement increase, whichever is greater:

<u>Title</u>	<u>Effective</u>	<u>Advancement Increase</u>	
		<u>Supervising Dockmaster</u>	<u>Chief Dockmaster</u>
	4/27/08	\$1,182	\$1,323

Section 5

In accord with the election by the Union pursuant to the provisions of Article XIII of the *1995-2001 City-wide Agreement* negotiated pursuant to Section 1173-4.3(a)(2) of the New York City Collective Bargaining Law recodified as Section 12-307 (a)(2) of the current New York City Collective Bargaining Law or any successor agreement thereto, the Welfare Fund provisions of that City-wide Agreement or any successor thereto shall apply to Employees covered by this Agreement.

**ARTICLE IV-B - GROUP 2 - WAGES AND BENEFITS
MARINE SOUNDER**

Section 1.

Employees shall receive annual compensation as follows:

(1) Hiring Rate*		
Effective Date	<u>4/27/08</u>	<u>4/27/09</u>
	\$39,213	\$40,782
(2) Incumbent Rate		
Effective Date	<u>4/27/08</u>	<u>4/27/09</u>
	\$45,095	\$46,899

NOTE

* Employees hired on or after 4/27/08 or 4/27/09 shall be paid the hiring rate the in effect on 4/27/08 or 4/27/09. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "incumbent" rate for the applicable title that is in effect on the two year anniversary of their original appointment. In no case shall an employee receive less than the stated hiring rate.

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2. New Hires.

- a. For the purposes of Sections 2(b) and 2(c), Employees 1) who were in active pay status before April 27, 2008, 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 1(2) of this **Article IV-B-GROUP 2**:
1. Employees who return to active status from an approved leave of absence.
 2. 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.
 3. 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.
 4. 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.
 5. Permanent Employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.
 6. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
 7. A provisional Employee who is appointed directly from one provisional appointment to another.
 8. 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 2. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in Article VI of this Agreement.
- b. The following provisions shall apply to Employees newly hired on or after April 27, 2008.
- 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 rate" for said title that is in effect on the date of such appointment as set forth in this *Agreement*.
 - ii. Upon completion of two (2) years of service such employees shall be paid the indicated "incumbent rate" 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*.
- c. Employees who change titles or levels before attaining one year 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 subsections 2(b) and 2(c).

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Section 3.

Each Marine Sounder who is assigned as chief of party and, accordingly, responsible for the conduct of surveys by parties of four or more Marine Sounders, shall receive differential pay at the rate below per day, for each full day on which the responsibilities of Chief of Party are actually exercised.

	<u>Amount</u>
Effective 4/27/08	\$3.95 PER DIEM

Section 4.

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 this **Article IV-B (Group 2)**.

Section 5.

In accord with the election by the Union pursuant to the provisions of Article XIII of the *1995-2001 City-wide Agreement* negotiated pursuant to Section 1173-4.3(a)(2) of the New York City Collective Bargaining Law recodified as Section 12-307 (a)(2) of the current New York City Collective Bargaining Law or any successor agreement thereto, the Welfare Fund provisions of the City-wide Agreement or any successor thereto shall apply to Employees covered by this Agreement.

ARTICLE IV-C - WAGES AND BENEFITS

**Group 1 - FERRY AGENT,
SUPERVISING FERRY AGENT**

Group 2 - FERRY TERMINAL SUPERVISOR

Section 1.

- a. All salary adjustments, including general increases, minimum and maximum salaries, advancement increases, lump sum payments, educational differentials and any other salary provisions of this Agreement are based upon a normal work week of 40 hours. An Employee who works on a part-time, per annum basis and who is eligible for any salary adjustment 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.
- b. Employees who work on a per diem or hourly basis and who are eligible for any salary adjustment provided in this agreement shall receive the appropriate pro-rata portion of such salary adjustment computed as follows:

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Per-diem rate - 1/258 of the appropriate minimum basic salary.

Hourly rate - 40 hour week basis 1/2064 of the appropriate minimum basic salary.

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

**ARTICLE IV-C - GROUP 1 - WAGES AND BENEFITS
FERRY AGENT, SUPERVISING FERRY AGENT**

Section 1.

- a. Employees shall receive for 258 (8-hour) days per annum of which 249 are workdays, annual compensation as follows:

(1) Hiring Rate*	Effective Date	
	<u>4/27/08</u>	<u>4/27/09</u>
Ferry Agent	\$33,617	\$34,962
Supervising Ferry Agent	\$34,412	\$35,789

(2) Incumbent Rate	Effective Date	
	<u>4/27/08</u>	<u>4/27/09</u>
Ferry Agent	\$38,660	\$40,206
Supervising Ferry Agent	\$39,574	\$41,157

NOTE

* Employees hired on or after 4/27/08 or 4/27/09 shall be paid the hiring rate the in effect on 4/27/08 or 4/27/09. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "incumbent" rate for the applicable title that is in effect on the two year anniversary of their original appointment. In no case shall an employee receive less than the stated hiring rate.

- b. These rates are based on a 40 hour week and shall constitute compensation in full for the regular work week consisting of five (5) consecutive eight hour tours per week. Any regular work week may include a Saturday or Sunday without additional compensation. The rates include twelve (12) legal holidays, of which nine (9) are paid holidays and three (3) are non-paid holidays. The paid legal holidays are as follows:

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New Years Day	Labor Day
Martin Luther King Day	Veterans Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

2. New Hires.

a. For the purposes of Sections 2(b) and 2(c), Employees 1) who were in active pay status before April 27, 2008, 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 1(a)(2) of this **Article IV-C-GROUP 1:**

1. Employees who return to active status from an approved leave of absence.
2. 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.
3. 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.
4. 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.
5. Permanent Employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.
6. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
7. A provisional Employee who is appointed directly from one provisional appointment to another.
8. 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 2. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in **Article VI** of this Agreement.

The following provisions shall apply to Employees newly hired on or after April 27, 2008.

- 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 rate" for said title that is in effect on the date of such appointment as set forth in this *Agreement*.
- ii. Upon completion of two (2) years of service such employees shall be paid the indicated "incumbent rate" 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*.
- c. Employees who change titles or levels before attaining one year 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

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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 subsections 2(b) and 2(c).

Section 3.

An Employee who works on a paid legal holiday described in Section 1(b) shall receive an additional one and one-half (1½) days pay in cash for such eight hour tour actually worked. Such payment shall preclude the grant of any additional time off.

Section 4.

The three (3) non-paid holidays (holidays not included in the per annum wage rate) are: Lincoln's Birthday, Columbus Day and Election Day. A per annum Employee who is required to work on any such holidays shall receive compensatory time off equal to the number of hours worked.

Section 5.

Daily overtime performed after the regular assigned tour of duty shall be compensated in cash at the rate of one and one-half (1-½) time for each hour so worked in increments of ½ hour. Such pay shall preclude the grant of any additional time off.

Section 6.

In the case of an Employee on leave of absence without pay the salary rate of such Employee shall be changed to reflect the salary adjustments specified in the Article IV-C (Group 1).

Section 7.

Ferry Agents shall receive the following pro-rated annual uniform allowance:

		<u>Amount</u>
Effective	4/27/08	\$119.90

Section 8.

Annual leave benefits, sick leave benefits, and other authorized absences with pay, shall be granted as follows:

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- a. For those Employees hired prior to July 1, 1985, annual leave shall be granted annually for vacation purposes on a per annum basis not to exceed twenty-one (21) days annually, plus
 Leaves for personal business shall be granted annually on a per annum basis not to exceed four (4) days a year.
- b. Sick leave shall be earned and accrued on the basis of one (1) day for each month of employment. The number of sick leave allowance days permitted to accumulate shall be unlimited.
 - i. Employees covered by **Article IV-C(Group 1)** may use one (1) day per year from their accrued sick leave balance for the care of ill family members. Approval of such leave is discretionary with the agency and proof of disability must be provided by the Employee satisfactory to the agency within five (5) days of the Employee's return to work.
- c. Time off with pay shall be granted to regular Employees not to exceed three (3) work days in case of death in the immediate family. Immediate family shall be defined for this purpose as spouse, parent, (natural, foster, step), mother-in-law, father-in-law, child, brother or sister; or any relative residing in the household.
- d. Two (2) hours of credit (at straight time) providing the Employee actually works, shall be granted for purposes of voting on Regular General Election Day.
- e. In the event that the Office of the Mayor issues an order to the various department heads that City Employees be granted a day off or alternate days, the same policy shall be applied to the Employees covered by this **Article IV-C (Group 1)**.

Section 9.

All Employees both permanent and provisional who resign, are laid off or go on leave of absence, except those Employees who may die while in service or those whose services are terminated while charges are pending, shall be paid for all work actually performed including overtime, and earned vacation, at their respective annual or daily rates of pay as the case may be.

Section 10.

The beneficiary or estate of any Employee who dies while employed by the Employer shall receive payment in cash for the following:

- a. All unused accrued annual leave to a maximum of 54 days credit.
- b. All unused accrued compensatory time, earned subsequent to March 15, 1968, verifiable by official agency records to a maximum of two hundred (200) hours.

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Section 11.

If an Employee dies during the term of this Agreement 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, a payment of twenty-five thousand dollars (\$25,000) will be made from other funds than those of the Retirement System in addition to any other payment which may be as a result of such death. Such payment shall be made to the same beneficiary designated in Section 9 hereof, or if no beneficiary is so designated, payment shall be made to the Employee's estate.

Section 12.

Each Employee shall receive terminal leave in accordance with existing rules governing the grant of terminal leave to other City Employees in the Department of Transportation now receiving terminal leave.

Section 13.

The Employer will attempt to retain all per annum Employees who hold positions by permanent appointment. If reduction in forces because of reduced number of ferry boat runs becomes necessary, no such reduction in forces shall become effective without prior discussion with the Union. Nothing contained herein shall be construed to in any manner limit or restrict the Employer's right to lay off Employees for lack of work or any other legitimate reason.

Section 14.

In accord with the election by the Union pursuant to the provisions of Article XIII of the *1995-2001 City-wide Agreement* negotiated pursuant to Section 1173-4.3(a)(2) of the New York City Collective Bargaining Law recodified as Section 12-307 (a)(2) of the current New York City Collective Bargaining Law or any successor agreement thereto, the Welfare Fund provisions of that City-wide Agreement or any successor thereto shall apply to Employees covered by this Agreement.

**ARTICLE IV-C - GROUP 2 - WAGES AND BENEFITS
FERRY TERMINAL SUPERVISOR**

Section 1.

- a. Employees shall receive for 258 (8 hour) days per annum of which 249 are work days, annual compensation as follows:

(1) Hiring Rate*	Effective Date	
	<u>4/27/08</u>	<u>4/27/09</u>
	\$56,226	\$58,475

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(2) Incumbent Rate	Effective Date	
	<u>4/27/08</u>	<u>4/27/09</u>
	\$64,660	\$67,246

NOTE

* Employees hired on or after 4/27/08 or 4/27/09 shall be paid the hiring rate the in effect on 4/27/08 or 4/27/09. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "incumbent" rate for the applicable title that is in effect on the two year anniversary of their original appointment. In no case shall an employee receive less than the stated hiring rate.

- b. This annual compensation is based on a 40 hour week and shall constitute compensation in full for the regular work week consisting of five (5) consecutive eight hour tours per week. Any regular work week may include a Saturday or Sunday without additional compensation. The rates include twelve (12) legal holidays, of which nine (9) are paid holidays and three (3) are non-paid holidays. The paid legal holidays are as follows:

- | | |
|-------------------------------|-------------------------|
| New Years Day | Labor Day |
| Martin Luther King Day | Veterans Day |
| Washington's Birthday | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | |

2. New Hires.

- a. For the purposes of Sections 2(b) and 2(c), Employees 1) who were in active pay status before April 27, 2008, 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 1(a)(2) of this **Article IV-C-GROUP 2:**

1. Employees who return to active status from an approved leave of absence.
2. 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.
3. 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.
4. 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.
5. Permanent Employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.
6. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
7. A provisional Employee who is appointed directly from one provisional appointment to another.

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8. 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 2. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in Article VI of this Agreement.
- b. The following provisions shall apply to Employees newly hired on or after April 27, 2008.
 - 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 rate" for said title that is in effect on the date of such appointment as set forth in this *Agreement*.
 - ii. Upon completion of two (2) years of service such employees shall be paid the indicated "incumbent rate" 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*.
 - c. Employees who change titles or levels before attaining one year 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 subsections 2(b) and 2(c).

Section 3.

An Employee who works on a paid legal holiday described in Section 1(b) shall receive an additional one and one-half (1-½) days pay in cash for such eight hour tour actually worked. Such payment shall preclude the grant of any additional time off.

Section 4.

The three (3) non-paid holidays (holidays not included in the per annum wage rate) are: Lincoln's Birthday, Columbus Day and Election Day. A per annum Employee who is required to work on any such holiday shall receive compensatory time off equal to the number of hours actually worked.

Section 5.

Daily overtime performed after the regular assigned tour of duty shall be compensated in cash at the rate of one and one-half (1-½) times in cash for each hour so worked in increments of ½ hour. Such pay shall preclude the grant of any additional time off.

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Section 6.

A Ferry Terminal Supervisor who possesses the appropriate Radio Operators license issued by the Federal Communications Commission to operate radio-telephone equipment, shall receive the following additional amounts per hour for each hour during which the Employee performs duties which will require and include operation of such radio-telephone equipment:

		<u>Amount</u>
Effective	4/27/08	\$0.26

Section 7.

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 this Article.

Section 8.

Annual leave, sick leave benefits, and other authorized absences with pay, shall be granted as follows:

- a. For those Employees hired prior to July 1, 1985, annual leave shall be granted annually for vacation purposes on a per annum basis not to exceed twenty-one (21) days annually, plus

Leaves for personal business shall be granted annually on a per annum basis not to exceed four (4) days a year.
- b. Sick leave shall be earned and accrued on the basis of one (1) day for each month of employment. The number of sick leave allowance days permitted to accumulate shall be unlimited.
- c. Employees covered by Article IV-C-(Group 2) may use one (1) day per year from their accrued sick leave balance for the care of ill family members. Approval of such leave is discretionary with the agency and proof of disability must be provided by the Employee satisfactory to the agency within five (5) days of the Employee's return to work.
- d. Time off with pay shall be granted to regular Employees not to exceed three (3) work days in case of death in the immediate family. Immediate family shall be defined for this purpose as spouse, parent, (natural, foster, step), mother-in-law, father-in-law, child, brother or sister; or any relative residing in the household.
- e. Two (2) hours of credit (at straight time) providing the Employee actually works, shall be granted for purposes of voting on Regular General Election Day.

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- f. In the event that the Office of the Mayor issues an order to the various department heads that City Employees be granted a day off or alternate days, the same policy shall be applied to the Employees covered by this Article IV-C (Group 2).

Section 9.

All Employees both permanent and provisional who resign, are laid off or go on leave of absence, except those Employees who may die while in service or those whose services are terminated while charges are pending, shall be paid for all work actually performed including overtime, and earned vacation, at their respective annual or daily rates of pay as the case may be.

Section 10.

The beneficiary or estate of any Employee who dies while employed by the Employer shall receive payment in cash for the following:

- a. All unused accrued annual leave to a maximum of 54 days credit.
- b. All unused accrued compensatory time, earned subsequent to March 15, 1968, verifiable by official agency records to a maximum of two hundred (200) hours.

Section 11.

If an Employee dies during the term of this Agreement 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, a payment of twenty-five thousand dollars (\$25,000) will be made from other funds than those of the Retirement System in addition to any other payment which may be made as a result of such death. Such payment shall be made to the same beneficiary designated in Section 9 hereof, or if no beneficiary is so designated, payment shall be made to the Employee's estate.

Section 12.

Each Employee shall receive terminal leave in accordance with existing rules governing the grant of terminal leave to other City Employees in the Department of Transportation now receiving terminal leave.

Section 13.

The Employer will attempt to retain all per annum Employees who hold positions by permanent appointment. If reduction in forces because of reduced number of ferry boat runs becomes necessary no such reduction in forces shall become effective without prior discussion with the Union. Nothing contained herein shall be construed to in any manner limit or restrict the Employer's right to lay off for lack of work or any other legitimate reason.

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Section 14.

In accord with the election by the Union pursuant to the provisions of Article XIII of the *1995-2001 City-wide Agreement* negotiated pursuant to Section 1173-4.3(a)(2) of the New York City Collective Bargaining Law recodified as Section 12-307 (a)(2) of the current New York City Collective Bargaining Law or any successor agreement thereto, the Welfare Fund provisions of that City-wide Agreement or any successor thereto shall apply to Employees covered by this Agreement.

**ARTICLE IV-D - ABSENCE DUE TO INJURY INCURRED
IN THE PERFORMANCE OF OFFICIAL DUTIES***

(*The provisions of Articles IV-D through
IV-E are not applicable to Employees
in titles listed in Article IV-B, said
Employees being covered for these
purposes by the provisions of
Article IV-B, Section 2.)

Section 1.

- a. An Employee physically disabled in the performance of official duties who has accrued sick and/or annual leave may elect one of the following, in addition to the benefits to which the Employee is entitled under the Worker's Compensation Law, such election to be made within the first seven calendar days of absence by the Employee or someone on his or her behalf:
1. To receive the difference between the amount of his or her weekly salary and the compensation rate, provided that:
 - i. the injured Employee or any authorized person acting on behalf of such Employee makes the request in writing, and
 - ii. the injured Employee or any authorized person acting on behalf of such Employee agrees that a pro-rated charge be made against the 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 Worker's Compensation payments, and
 - iii. the injured Employee has the necessary accrued sick leave and/or annual leave balance against which the supplementary pay can be charged, and
 - iv. 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 herself or another, and
 - v. the injured Employee undergoes such medical examinations as are requested

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by the Worker's Compensation Division of the Law Department and the employing agency, and when found fit for duty by said physicians, returns to employment.

2. To receive Worker'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 Worker's Compensation and the differential to bring the Employee to full pay, the Employee will be carried on full-pay status and this time shall be counted for retirement benefits.

Section 2. INTERPRETATIONS

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

- a. Agencies should use election forms (DP-2002), which are obtainable from the Stock Section (Room 433) of the Department of Personnel.
- b. The election of an option, as provided for in this section, should be made within the first seven consecutive calendar days following absence, in order that an Employee, who so elects, is assured of receiving full pay during the period of Worker's Compensation coverage. The agency head's authority to grant leave with full pay, without charge to leave balances pursuant to Section 2, does not extend beyond the first seven consecutive calendar days following absence.
- c. Where an Employee has been absent for an initial period of less than a week and an extended subsequent absence may possibly result from the same disability or condition, the Employee must elect a rate of charge (on Form DP-2002) within seven calendar days of the first day of absence in order to receive full pay, even though the Employee has already returned to work.
- d. An Employee who fails to elect a rate of charge within the prescribed period shall be deemed to have selected Option 2 and will receive the benefits of Worker's Compensation only.
- e. Provisional and temporary incumbents in per annum positions are also covered under the Worker's Compensation Law.

Section 3.

- a. Upon the determination by the head of an agency that an Employee has been physically disabled because of an assault arising out of and in the course of the Employee's employment, the agency head will grant the injured Employee a leave of absence with pay not to exceed eighteen (18) months. No such leave with pay shall be granted unless the

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Worker's Compensation Division of the Law Department advises the head of the agency in writing that the Employee's injury has been accepted by the Division as compensable under the Worker's Compensation Law, or if such injury is not accepted by the Division as compensable under such law, unless the Worker's Compensation Board determines that such injury is compensable under such law.

For a permanent Employee who have five (5) years or more of service who does not have sufficient leave credit to cover his/her absence pending a determination by the Worker's Compensation Division of the Law Department, the agency head shall advance the Employee up to forty-five (45) calendar days of paid leave. In the event the Worker's Compensation Division of the Law Department does not accept the injury as compensable under the law or the Worker's Compensation Board determines that such injury is not compensable under such law, the Employee shall reimburse the City for the paid leave advance.

An Employee who is granted a leave of absence with pay pursuant to this Section, shall receive the difference between the Employee's weekly salary and the compensation rate without charge against annual leave or sick leave. The Employee shall, as a condition of receiving benefits under this Section, execute an assignment of the proceeds of any judgment or settlement in any third-party action arising from such injury in the amount of the pay and medical disbursements received pursuant to this Section, but **NOT** to exceed the amount of such proceeds. Such assignment shall be in the form prescribed by the Corporation Counsel.

The injured Employee shall undergo such medical examinations as are requested by the Worker's Compensation Division of the Law Department and the employing agency, and when found fit for duty by the Worker's Compensation Board shall return to employment. No benefits shall be paid while an Employee is suspended pending disciplinary action, or if an Employee is subsequently found culpable of having commenced the assault or unnecessarily continued the assault. Benefits provided under this section shall be in addition to, but not concurrent with, benefits provided under Sections 1 and 2 hereof.

- b. For Employees who do not come under the provisions of Section 3(a) hereof but who are injured in the course of employment, upon the determination of an agency head that an Employee has been physically disabled because of an injury arising out of and in the course of employment, through no fault of the Employee, the agency head will grant the injured Employee an extended sick leave with pay not to exceed three months after all the Employee's sick leave and annual leave balances have been exhausted. This additional leave must be taken immediately following the exhaustion of such balances. No such leave with pay shall be granted unless the Worker's Compensation Division of the Law Department advises the agency head in writing that the Employee's injury has been accepted by the Division as compensable under the Worker's Compensation Law, or if such injury is not accepted by the Division as compensable under such law, unless the Worker's Compensation Board determines that such injury is compensable under such law.

An Employee who is granted extended sick leave with pay pursuant to this section, shall receive the difference between the Employee's weekly salary and the compensation rate for the period of time granted. The Employee shall, as a condition of receiving benefits under this section, execute an assignment of the proceeds of any judgment or settlement in any

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third-party action arising from such injury, in the amount of the pay and medical disbursements received pursuant to this section, but not to exceed the amount of such proceeds. Such assignment shall be in the form prescribed by the Corporation Counsel.

The injured Employee shall undergo such medical examinations as are requested by Worker's Compensation Division of the Law Department and the employing agency, and when found fit for duty by the Worker's Compensation Board shall return to employment. Benefits provided under this section shall be in addition to but not concurrent with benefits provided under Sections 1 and 2 hereof. The benefits provided by this section shall not be provided or continued beyond the date on which disability retirement benefits become effective.

An "assignment" form (DP-2010 obtainable from the Department of Personnel Stock Section, Room 433) must be executed in duplicate by the injured Employee and submitted to the employing agency. The employing agency shall forward the duplicate copy to the Worker's Compensation Section of the Law Department, and retain the original.

Section 4.

This **Article IV-D** reflects the provisions currently applicable to other City Employees. If the provisions applicable to other City Employees are modified, they shall be deemed to be incorporated herein and shall supersede any conflicting section herein.

ARTICLE IV-E - HEALTH INSURANCE 1

Section 1.

Retirees shall have the option of changing their previous choice of Health plans. This option shall be:

- a. a one time choice;
- b. shall be exercised only after one year of retirement; and
- c. can be exercised at any time without regard to contract periods.

The effective date of change to a new plan shall be the first day of the month three months after the month in which the application has been received by the New York City Health Insurance Program.

Effective with the reopener period for Health Insurance subsequent to July 1, 1980 and every two years thereafter, retirees shall have the option of changing their previous choice of health plans. This option shall be exercised in accordance with procedures established by the Employer. The Union will assume the responsibility of informing retirees of this option.

¹ See Article IV-D

ARTICLE IV-F - INTEREST 2

1. Interest on wage increases shall accrue at the rate of three percent (3%) per annum from one-hundred twenty (120) days after the execution of this agreement or one hundred twenty (120) days after the effective date of the increase, whichever is later, to the date of actual payment.
2. Interest on shift differentials, holiday and overtime pay shall accrue at the rate of three percent (3%) per annum from one-hundred twenty (120) days following their earning, or one-hundred twenty (120) days after the execution of this agreement, 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).

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.

2 See Article IV-D

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- 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 the terms and conditions of employment; provided, disputes involving the Personnel Rules and Regulations of the City of New York shall not be subject to the Grievance Procedure or arbitration;
- c. A claimed assignment of Employees to duties substantially different from those stated in their job specifications;
- d. A claimed improper holding of an open competitive rather than a promotional examination; and

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- 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.

Section 2.

The Grievance Procedure, except for paragraphs d. and e. of Section 1, 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 1c, no monetary award shall in any event cover any period prior to the date of the filing of the **STEP I** grievance unless such grievance has been filed within thirty (30) days of the assignment to alleged out-of-title work. No monetary award for a grievance alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be issued unless such grievance has been filed within the time limitation set forth in STEP I below for such grievances; if the grievance is so filed, any monetary award shall in any event cover only the period up to six years prior to the date of the filing of the grievance.

STEP I The Employee and/or the Union shall present the grievance in the form of a memorandum to the person designated for such purpose by the agency head no later than 120 days after the date on which the grievance arose. The Employee may also request an appointment to discuss the grievance. 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**, 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

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appeals from **STEP II** determinations and shall answer 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 Title 61 of the Rules of the City of New York. The costs and fees of such arbitration shall be borne equally by the Union and the Employer.

The 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 accord with Article 75 of the Civil Practice Law and Rules. The arbitrator may provide for and direct such relief as the arbitrator deems shall be 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, such Employee(s) and the Union to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

Section 4.

In any case involving a grievance under Section 1e 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

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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 Employee's 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 accord 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 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 representative shall meet with the Employee and the Union for review of the grievance and shall issue a written reply 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 5.

A grievance concerning a large number of Employees 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 grievances in process

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concerning the same issue shall be consolidated with the "group" grievance.

Section 6.

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 7.

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, however, that only the Union may invoke impartial arbitration under **STEP IV**.

Section 8.

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 9.

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 10.

- a. Any grievance 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

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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 11.

A non-Mayoral agency not covered by this Agreement but which employs Employees in titles identical to those covered by this Agreement may elect to permit the Union to appeal an unsatisfactory determination received at the last step of its Grievance Procedure prior to arbitration on fiscal matters only to the Commissioner of Labor Relations. If such election is made, the Union shall present its appeal to the Commissioner of Labor Relations in writing within ten (10) working days of the receipt of the last step determination. The Union should submit copies of the grievance filings at the prior steps of its Grievance Procedure and any agency responses thereto. Copies of such appeals shall be sent to the agency head. The Commissioner of Labor Relations, or his designee, shall review all such appeals and answer all such appeals within fifteen (15) working days.

An appeal from a determination of the Commissioner of Labor Relations may be taken to arbitration under procedures, if any, applicable to the non-Mayoral agency involved.

Section 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 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:

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i. SELECTION AND SCHEDULING OF CASES:

- (1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 14 and notify the parties of proposed hearing dates for such cases.
- (2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) to raise any objections thereto.
- (3) If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any time prior to the scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of Disputes of the Office of Collective Bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.
- (4) No case shall be submitted to the expedited arbitration process without the mutual agreement of the parties.

ii. CONDUCT OF HEARINGS:

- (1) The presentation of the case, to the extent possible, shall be made in the narrative form. To the degree that witnesses are necessary, examination will be limited to questions of material fact and cross-examination will be similarly limited. Submission of relevant documents, etc., will not be unreasonably limited and may be submitted as a "packet" exhibit.
- (2) In the event either party is unable to proceed with hearing a particular case, the case shall be rescheduled. However, only one adjournment shall be permitted. In the event that either party is unable to proceed on a second occasion, a default judgment may be entered against the adjourning party at the Arbitrator's discretion absent good cause shown.
- (3) The Arbitrator shall not be precluded from attempting to assist the parties in settling a particular case.
- (4) A decision will be issued by the Arbitrator within two weeks. It will not be necessary in the Award to recount any of the facts presented. However, a brief explanation of the Arbitrator's rationale may be included. Bench decisions may also be issued by the Arbitrator.
- (5) Decisions in this expedited procedure shall not be considered as precedent for

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any other case nor entered into evidence in any other forum or dispute except to enforce the Arbitrator's award.

- (6) The parties shall, whenever possible, exchange any documents intended to be offered in evidence at least one week in advance of the first hearing date and shall endeavor to stipulate to the issue in advance of the hearing date.

ARTICLE VII - BULLETIN BOARDS: EMPLOYER FACILITIES

The Union may post notices on bulletin boards in places and locations where notices are usually 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 VIII - NO STRIKES

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

ARTICLE IX - 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.

Section 2.

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

Section 3.

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

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its members at each meeting. The chairperson of each committee shall alternate between the members designated by the agency 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 X - 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 XI - OCCUPATIONAL SAFETY AND HEALTH

Section 1.

Adequate, clean, structurally safe and sanitary working facilities shall be provided for all Employees.

Section 2.

The sole remedy for alleged violations of this Section 1 shall be a grievance pursuant to Article VI of this Agreement. Any Employee who withholds services as a means of redressing or otherwise protesting alleged violations of this Section shall be docked pay for any unauthorized non-performance of work and may be subject to any appropriate disciplinary action.

Section 3.

In construing this Section, an arbitrator shall initially have the power only to decide whether the subject facilities meet the standards of Section 1 of this Article but may not affirmatively direct how the Employer should comply with this Section. If the arbitrator determines that the Employer is in violation of this Section, the Employer shall take appropriate steps to remedy the violation. If in the opinion of the Union the Employer does not achieve compliance within a reasonable period of time, the Union may reassert its claim to the arbitrator. Upon such second submission, if the arbitrator finds that the Employer has had a reasonable time to comply with the terms of this Section and has failed to do so, then and only then, the arbitrator may order the Employer to follow a particular course of action which will effectuate compliance with the terms of this Section. However, such remedy shall not exceed appropriations available in the current budget allocation for such purposes.

09021

ARTICLE XII - ANNUAL LEAVE FOR NEW HIRES

The annual leave allowance for Employees hired on or after July 1, 1985 shall accrue as follows:

<u>Years In Service</u>	<u>Annual Leave Allowance</u>	<u>Monthly Accrual</u>
At the beginning of the Employee's 1st year	15 work days	1-¼ days per month
At the beginning of the Employee's 5th year		
Employees covered by Article IV-A	17 work days	1.41 days per month
Employees covered by Article IV-C	21 work days	1.75 days per month

ARTICLE XIII - DISTRIBUTION OF OVERTIME

Authorization to work overtime compensable in cash shall be evenly distributed, where practicable, within each agency or agency subdivision, among all those Employees who are eligible to perform the overtime work required.

ARTICLE XIV - APPENDICES

The Appendix or Appendices 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

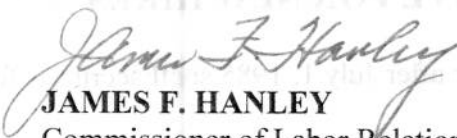
In the event that any provision of this Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

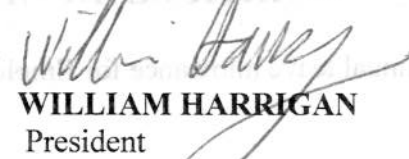
09021

WHEREFORE, we have hereunto set our hands and seals this 2nd day of April, 2009.

FOR THE CITY OF NEW YORK

FOR LOCAL 333, ILA, AFL-CIO

BY 
JAMES F. HANLEY
Commissioner of Labor Relations

BY 
WILLIAM HARRIGAN
President

APPROVED AS TO FORM:

BY 
PAUL T. REPHEN
Acting Corporation Counsel

DATE SUBMITTED TO THE FINANCIAL CONTROL BOARD _____, 2009

UNIT: Local 333 Consolidated Unit

TERM: April 27, 2008 to April 26, 2010

OFFICE OF LABOR RELATIONS REGISTRATION	
OFFICIAL	CONTRACT
NO: 09021	DATE: APR 02 2009

Appendix "A"

GENERAL RELEASE AND WAIVER

Local 333, United Marine Division, I.L.A., AFL-CIO (hereinafter referred to as the "Union"), as the certified collective bargaining representative of Employees in the titles, Deckhand, Marine Oiler (Ferry Operation), Marine Stoker, Ferry Agent, Ferry Terminal Supervisor, et al. 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 **April 27, 2008 and terminating April 26, 2010**, 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 **April 27, 2008 to April 26, 2010**.
3. Waive any and all interest on all differentials of basic rates of wages and supplemental benefits from **April 27, 2008 to April 26, 2010** 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, covenants, 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 **April 27, 2008 to April 26, 2010** except as expressly agreed upon in writing by the Union and the City for that period.

LOCAL 333, I.L.A., AFL-CIO


WILLIAM HARRIGAN
President

09021



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

February 20, 2009

Mr. William Harrigan
President
Local 333 United Marine Division
552 Bay Street
Staten Island, NY 10304

Dear Mr. Harrigan:

This is to confirm our understanding of the parties concerning the night shift differential.

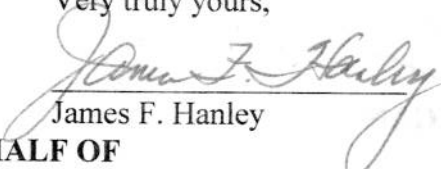
Effective April 27, 2008, the Night Shift Differential, for those titles in the Marine Titles, Local 333 bargaining unit, which are not covered by the Citywide Agreement, shall continue to be 6.10%.

It is understood that the Night Shift Differential shall be paid for all scheduled hours actually worked between 6:00pm and 8:00am, with more than one hour of work between 6:00pm and 8:00am.

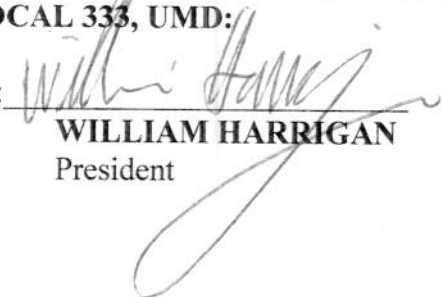
An employee working overtime shall only receive a shift differential if the employee is receiving straight time compensation. In such cases, the shift differential shall be calculated separately from the overtime compensation. In all other cases, the employee shall receive only the compensatory time or premium overtime pay provided for in the unit agreement.

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
LOCAL 333, UMD:**

By: 
WILLIAM HARRIGAN
President

09021



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

February 20, 2009

Mr. William Harrigan
President
Local 333 United Marine Division
552 Bay Street
Staten Island, NY 10304

Re: 2008-2010 Marine (Consolidated) Agreement

Dear Mr. Harrigan:

This is to confirm the understanding and agreement of the parties concerning the above captioned agreement.

For those employees covered by Articles IV-A, IV-B and IV-C the definition of "Qualified inactive service" includes the following employees:

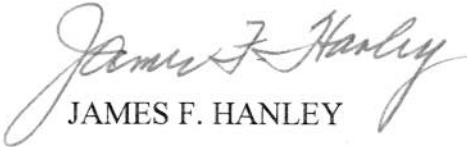
- i. those who are on preferred or recall lists; or
- ii. those who are on the following unpaid approved leaves:
 - (1) maternity/childcare leave;
 - (2) unpaid military leave;
 - (3) unpaid time while on jury duty;
 - (4) unpaid leave for union business pursuant to Executive Order 75;
 - (5) unpaid leave pending workers' compensation determination;
 - (6) unpaid leave while on workers' compensation option 2;
 - (7) approved unpaid time off due to illness or exhaustion of paid sick leave;
 - (8) approved unpaid time off due to family illness; and

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THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
40 Rector Street, New York, NY 10006
(9) other pre-approved leaves without pay

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

Very truly yours,


JAMES F. HANLEY

**AGREED AND ACCEPTED ON BEHALF OF
L.333**

BY: 

WILLIAM HARRIGAN

President

12060



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

February 20, 2009

Mr. William Harrigan
President
Local 333 United Marine Division
552 Bay Street
Staten Island, NY 10304

Re: 2008-2010 Marine (Consolidated) Agreement -- ACF Payment

Dear Mr. Harrigan:

This is to confirm the understanding of the parties that effective on April 26, 2010, the bargaining unit shall have available funds not to exceed 0.10% to purchase recurring benefits, mutually agreed to by the parties, other than to enhance the general wage increases. The funds available shall be based on the December 31, 2007 payroll, including spinoffs and pensions.

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

Very truly yours,


JAMES F. HANLEY

**AGREED AND ACCEPTED ON BEHALF OF
L.333**

BY: 

WILLIAM HARRIGAN

President

12060



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

February 20, 2009

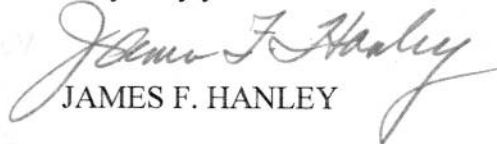
Mr. William Harrigan
President
Local 333 United Marine Division
552 Bay Street
Staten Island, NY 10304

Re: 2008-2010 Marine (Consolidated) Agreement -- Labor/Management Meeting

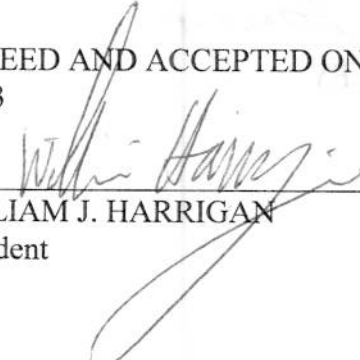
Dear Mr. Harrigan:

This is to confirm our mutual understanding that the Department of Transportation ("DOT") and Local 333 have agreed to have a labor/management meeting to discuss the following issues: Uniforms, Vacation Scheduling and Lockers. The parties agree to meet to discuss these issues as soon as practicable.

Very truly yours


JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF
L.333

BY: 
WILLIAM J. HARRIGAN
President

09021