



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

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES
FROM: JAMES F. HANLEY, COMMISSIONER *James F Hanley*
SUBJECT: EXECUTED CONTRACT: Accounting and EDP
TERM: MARCH 3, 2008 – MARCH 2, 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 District Council 37 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: *March 30th, 2012*

OFFICE OF LABOR RELATIONS REGISTRATION	
OFFICIAL	CONTRACT
NO: <u>12003</u>	DATE: <u>March 30, 2012</u>

**Accounting/EDP Unit
2008–2010 Agreement**

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2008 - 2010 Accounting and EDP Unit Agreement

AGREEMENT entered into this ^{30th} day of ^{March} 2012, 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 and the **New York City Health and Hospitals Corporation** (hereinafter referred to jointly as the "Employer"), and **District Council 37, AFSCME, AFL-CIO** (hereinafter referred to as the "Union"), for the twenty-four (24) month period from March 3, 3008 to March 2, 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 title(s):

<u>Title Code</u>	<u>Title</u>
40510, 405100	Accountant (incl. OTB)
09521	Accountant (JOP)
40710	Actuary
40731	Actuarial Specialist, Level I and I-A
40505, 405050	Assistant Accountant (incl. OTB)
09523	Assistant Accountant (JOP)
40705	Assistant Actuary
40905	Assistant Economist **
09526	Assistant Research Aide (JOP)
40491	Assistant Retirement Benefits Examiner
40605, 406050	Assistant Statistician (incl. OTB) **
040010	Assistant Systems Analyst (EDP)
12646	Assistant Systems Analyst (Finance)
039310	Assistant Systems Analyst (Finance)
40481	Assistant Workers' Compensation Benefits Examiner

40517, 405170	Associate Accountant (incl. OTB)
40527, 405270	Associate Bookkeeper **
60861	Associate Business Promotion Coordinator **
40503, 09762	Associate Management Auditor **
40493	Associate Retirement Benefits Examiner
40522	Associate Tax Auditor
40483	Associate Workers' Compensation Benefits Examiner
40526, 405260, 360	Bookkeeper (Level I, II, III)
60860	Business Promotion Coordinator (Level I, II, III)
06748*, 13693	Certified Applications Developer
06749*, 13694	Certified Database Administrator
06746*, 13691	Certified Local Area Network Administrator
06747*, 13692	Certified Wide Area Network Administrator
13641	Certified IT Administrator (LAN)
13642	Certified IT Administrator (WAN)
13643	Certified IT Developer (Applications)
13644	Certified IT Administrator (Database)
40523	City Tax Auditor
13620, 961410, 20	Computer Aide
13621, 961310, 20, 30	Computer Associate (Operations)
13631, 963110, 20, 30	Computer Associate (Software)
13511	Computer Operator (incl. OTB)
13651, 961110, 20	Computer Programmer Analyst
13650, 961500	Computer Programmer Analyst Trainee
13530	Computer Programmer (incl. OTB)
13615	Computer Service Technician
13632, 966710, 20	Computer Specialist (Software)
13622	Computer Specialist (Operations)
40910	Economist (Level I, II, III)
13125	Income Tax Systems Analyst
40925	Investment Analyst (incl. OTB)
40924	Investment Analyst Trainee (incl. OTB) **
40501, 09764	Management Auditor Trainee
40502	Management Auditor (Level I, II)
13514	Principal Computer Operator (incl. OTB)
13550	Principal Computer Programmer (incl. OTB)
40495	Principal Retirement Benefits Examiner
40625, 406250	Principal Statistician **
60910, 609100	Research Assistant (incl. OTB)
40492	Retirement Benefits Examiner
40515, 405150	Senior Accountant
40715	Senior Actuary
40725	Senior Actuary (Group Chief)
002630	Senior Associate Accountant
40915	Senior Economist **

40926	Senior Investment Analyst **
40615, 406150	Senior Statistician **
040030	Senior Systems Analyst (EDP)
039330	Senior Systems Analyst (Finance)
40610, 03719, 406100	Statistician (incl. OTB) (Level I, II, III)
40520	Supervising Accountant
13513	Supervising Computer Operator (incl. OTB)
13616	Supervising Computer Service Technician
40920	Supervising Economist **
40927	Supervising Investment Analyst **
06602	Systems Administrator (CFB)
040020	Systems Analyst (EDP)
039320	Systems Analyst (Finance)
40521	Tax Auditor
20243, 966210, 20	Telecommunications Associate**
20245	Telecommunications Specialist**
20246, 202410-30	Telecommunications Associate (Data)
20247, 202510-30	Telecommunications Associate (Voice)
20248, 202440	Telecommunications Specialist (Data)
20249, 202540	Telecommunications Specialist (Voice)
40482	Workers' Compensation Benefits Examiner

*Certified March 5, 2004 – OCB Docket #VR-18-04

** To be deleted.

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 on behalf of each employee in accordance with the Mayor’s Executive Order No. 98, dated May 15, 1969, entitled “Regulations Relating to the Checkoff of Union Dues” and in accordance with the Mayor’s Executive Order No. 107, dated December 29, 1986 entitled “Procedures for Orderly Payroll Checkoff of Union Dues and Agency Shop Fees.”
- b. Any employee may consent in writing to the authorization of the deduction of dues from the employee’s wages and to the designation of the Union as the recipient thereof. Such consent, if given, shall be in a proper form acceptable to the City, which bears the signature of the employee.

Section 2.

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

ARTICLE III - SALARIES

Section 1.

- a. This Article III is subject to the provisions, terms and conditions of the **Alternative Career and Salary Pay Plan Regulations**, dated March 15, 1967 as amended, except that the specific terms and conditions of this Article shall supersede any provisions of such Regulations inconsistent with this **Agreement** subject to the limitations of applicable provisions of law.
- b. Unless otherwise specified, all salary provisions of this **Agreement**, including minimum and maximum salaries, advancement or level increases, general increases, education differentials and any other salary adjustments, are based upon a normal work week of 35 hours. In accordance with Article IX, Section 24 of the 1995 – 2001 Citywide Agreement, an Employee who works on a full-time, per-diem basis shall receive their base salary (including salary increment schedules) and/or additions-to-gross payment in the same manner as a full-time, per-annum employee. An employee who works on a part-time per annum basis and who is eligible for any salary adjustments provided in this **Agreement** shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such employee and the number of hours in the said normal work week, unless otherwise specified.
- c. Employees who work on a part-time per diem or hourly basis and who are eligible for any salary adjustment provided in this **Agreement** shall receive the appropriate pro-rata portion of such salary adjustment computed as follows, unless otherwise specified:
 - Per diem rate** - 1/261 of the appropriate minimum basic salary.
 - Hourly Rate** - 35 hour week basis - 1/1827 of the appropriate minimum basic salary.
- d. The maximum salary for a title shall not constitute a bar to the payment of any salary adjustment or pay differentials provided for in this Agreement but the said increase above the maximum shall not be deemed a promotion.

Section 2.

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

<u>TITLE</u>	<u>Effective 3/3/08</u>		
	i. Minimum *		ii. Maximum
	(1) Hiring <u>Rate</u>	<u>Rate</u>	(2) Incumbent <u>Rate</u>
Accountant (incl. OTB)	\$36,830	\$42,354	\$55,320
Accountant (JOP)	\$36,830	\$42,354	\$55,320
Actuarial Specialist Level I	\$36,830	\$42,354	\$72,649
Actuarial Specialist Level I-A	\$36,830	\$42,354	\$91,038
Actuary ###	\$36,830	\$42,354	\$55,320
Assistant Accountant (incl. OTB)	\$32,610	\$37,501	\$46,978
Assistant Accountant (JOP)	\$32,610	\$37,501	\$46,978
Assistant Actuary ###	\$32,610	\$37,501	\$46,978
Assistant Economist	\$32,610	\$37,501	\$45,515
Assistant Systems Analyst (EDP) ##	\$26,671	\$30,672	\$56,795
Assistant Systems Analyst (Finance)	\$26,671	\$30,672	\$56,795
Assistant Systems Analyst (Finance) ##	\$26,671	\$30,672	\$56,795
Assistant Research Aide (JOP)	\$30,117	\$34,634	Flat Rate
Asst. Retirement Benefits Examiner			
At Appt.	\$33,556	\$38,589	Flat Rate
After 1 yr.	\$35,283	\$40,575	\$45,269
Assistant Statistician (incl. OTB)	\$32,610	\$37,501	\$46,978
Asst. Workers' Comp. Benefits Examiner			
At Appt.	\$33,556	\$38,589	Flat Rate
After 1 yr.	\$35,283	\$40,575	\$45,269
Associate Accountant (incl. OTB)	\$45,411	\$52,223	\$72,649
Associate Bookkeeper	\$37,861	\$43,540	\$55,204
Associate Business Promotion Coordinator			
Level I	\$52,007	\$59,808	\$64,650
Level II	\$56,219	\$64,652	\$77,572
Assoc. Management Auditor*	\$52,581	\$60,468	\$79,534
Associate Retirement Benefits Examiner			
Level I	\$38,442	\$44,208	\$55,346
Level II	\$41,602	\$47,842	\$61,603
Level III	\$49,003	\$56,354	\$70,901
Associate Tax Auditor ###	\$45,411	\$52,223	\$72,649
Assoc. Workers' Comp. Benefits Examiner	\$41,602	\$47,842	\$61,603

Bookkeeper				
	Level I	\$31,101	\$35,766	\$41,210
	Level II	\$35,158	\$40,432	\$46,649
Business Promotion Coordinator		\$34,314	\$39,461	\$58,999
Certified Applications Developer *, ##				
	Level I	\$66,440	\$76,406	\$90,257
	Level II	\$69,213	\$79,595	\$97,192
	Level III	\$74,743	\$85,955	\$105,697
	Level IV	\$80,181	\$92,208	\$121,023
Certified Database Administrator *, ##				
	Level I	\$66,440	\$76,406	\$90,257
	Level II	\$69,213	\$79,595	\$97,192
	Level III	\$74,743	\$85,955	\$105,697
	Level IV	\$80,181	\$92,208	\$121,023
Certified Local Area Network Administrator *, ##				
	Level I	\$66,440	\$76,406	\$90,257
	Level II	\$69,213	\$79,595	\$97,192
	Level III	\$74,743	\$85,955	\$105,697
	Level IV	\$80,181	\$92,208	\$121,023
Certified Wide Area Network Administrator *, ##				
	Level I	\$66,440	\$76,406	\$90,257
	Level II	\$69,213	\$79,595	\$97,192
	Level III	\$74,743	\$85,955	\$105,697
	Level IV	\$80,181	\$92,208	\$121,023
Certified IT Developer (Applications) *, ##				
	Level I	\$66,440	\$76,406	\$90,257
	Level II	\$69,213	\$79,595	\$97,192
	Level III	\$74,743	\$85,955	\$105,697
	Level IV	\$80,181	\$92,208	\$121,023
Certified IT Administrator (Database) *, ##				
	Level I	\$66,440	\$76,406	\$90,257
	Level II	\$69,213	\$79,595	\$97,192
	Level III	\$74,743	\$85,955	\$105,697
	Level IV	\$80,181	\$92,208	\$121,023
Certified IT Administrator (LAN) *, ##				
	Level I	\$66,440	\$76,406	\$90,257
	Level II	\$69,213	\$79,595	\$97,192
	Level III	\$74,743	\$85,955	\$105,697
	Level IV	\$80,181	\$92,208	\$121,023

Certified IT Administrator (WAN) *, ##			
Level I	\$66,440	\$76,406	\$90,257
Level II	\$69,213	\$79,595	\$97,192
Level III	\$74,743	\$85,955	\$105,697
Level IV	\$80,181	\$92,208	\$121,023
City Tax Auditor **, ##			
Level I	\$36,830	\$42,354	\$55,320
Level II	\$45,411	\$52,223	\$72,649
Computer Aide ##			
Level I	\$33,233	\$38,218	\$43,018
Level II	\$35,999	\$41,399	\$53,416
Computer Associate (Operations) ##			
Level I	\$41,535	\$47,765	\$60,522
Level II	\$49,837	\$57,312	\$74,254
Level III	\$59,474	\$68,395	\$90,892
Computer Associate (Software) ##			
Level I	\$53,991	\$62,090	\$74,850
Level II	\$58,135	\$66,855	\$80,914
Level III	\$62,088	\$71,401	\$90,892
Computer Operator (incl. OTB)	\$29,444	\$33,861	\$43,921
Computer Programmer Analyst ##			
Level I	\$41,535	\$47,765	\$57,348
Level II	\$48,455	\$55,723	\$67,891
Computer Programmer Analyst Trainee #####	\$33,257	\$38,246	Flat Rate
Computer Programmer (incl. OTB)	\$38,698	\$44,503	\$58,484
Computer Service Technician			
Level I	\$33,233	\$38,218	\$43,018
Level II	\$35,999	\$41,399	\$53,416
Computer Specialist (Software) ##			
Level I	\$66,440	\$76,406	\$82,805
Level II	\$69,213	\$79,595	\$89,171
Level III	\$74,743	\$85,955	\$96,970
Level IV	\$80,181	\$92,208	\$111,029
Computer Specialist(Operations) ##	\$62,123	\$71,442	\$96,970
Economist	\$36,830	\$42,354	\$55,730
Income Tax Systems Analyst	\$49,974	\$57,470	\$74,053
Investment Analyst (incl. OTB)	\$36,830	\$42,354	\$54,776
Investment Analyst Trainee (incl. OTB) #####	\$32,635	\$37,530	Flat Rate
Management Auditor Trainee #####	\$36,830	\$42,354	Flat Rate
Management Auditor	\$45,411	\$52,223	\$72,649
Principal Computer Operator (incl. OTB)	\$42,713	\$49,120	\$63,986
Principal Computer Programmer (incl. OTB)	\$49,557	\$56,991	\$70,583

Principal Retirement Benefits Examiner ###	\$49,003	\$56,354	\$70,901
Principal Statistician	\$48,176	\$55,402	\$72,649
Research Assistant (incl. OTB)	\$36,830	\$42,354	\$55,730
Retirement Benefits Examiner	\$38,442	\$44,208	\$55,346
Senior Accountant #	\$40,771	\$46,887	\$64,790
Senior Actuary ###	\$40,771	\$46,887	\$64,790
Senior Actuary (Group Chief) ###	\$45,411	\$52,223	\$72,649
Senior Associate Accountant	\$57,861	\$66,540	\$84,242
Senior Economist	\$45,411	\$52,223	\$68,798
Senior Investment Analyst	\$45,411	\$52,223	\$68,798
Senior Statistician	\$40,771	\$46,887	\$64,790
Senior Systems Analyst (EDP) ##	\$31,925	\$36,714	\$68,577
Senior Systems Analyst (Finance) ##	\$31,925	\$36,714	\$68,577
Statistician (incl. OTB)	\$36,830	\$42,354	\$55,320
Supervising Accountant #	\$51,495	\$59,219	\$80,758
Supervising Computer Operator (incl. OTB)	\$37,517	\$43,145	\$59,808
Supervising Computer Service Technician	\$49,837	\$57,312	\$74,254
Supervising Economist	\$48,176	\$55,402	\$75,200
Supervising Investment Analyst	\$56,200	\$64,630	\$81,637
Systems Administrator (CFB)			
Level I	\$28,225	\$32,459	\$48,720
Level II	\$36,517	\$41,994	\$69,978
Level III	\$44,543	\$51,225	\$91,751
Systems Analyst (EDP) ##	\$28,863	\$33,193	\$60,956
Systems Analyst (Finance)	\$28,863	\$33,193	\$60,956
Tax Auditor ###	\$36,830	\$42,354	\$55,320
Telecommunications Associate (incl. Data/Voice)			
Level I	\$35,180	\$40,457	\$61,159
Level II	\$49,090	\$56,453	\$67,278
Level III	\$52,757	\$60,670	\$73,390
Telecommunications Specialist	\$58,910	\$67,746	\$91,952
Workers' Compensation Benefits Examiner			
Level Ia	\$33,556	\$38,589	Flat Rate
Level Ib	\$35,283	\$40,575	\$45,269
Level II	\$38,442	\$44,208	\$55,346
Level III	\$41,602	\$47,842	\$61,603

Note:

* Employees hired on or after 7/1/05 shall be paid the hiring rate effective 7/1/05. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "minimum" for the applicable title that is in effect on the two year anniversary of their original appointment as set forth in applicable Successor Separate Unit Agreement. In no case shall an employee receive less than the stated hiring rate.

** Upon completion of one year of satisfactory service in the title, employees shall be granted a \$1,000 per annum salary increase. However, in no case shall the salary of the employee exceed the maximum salary of the title. (CITY TAX AUDITOR LEVEL 1 ONLY).

For present incumbents only

Each appointment to this position above the hiring rate will be handled on a case by case basis.

To be deleted.

This is a trainee class of positions with a twelve (12) month term for all employees. Trainees who satisfactorily complete the required trainee term in this class of positions will receive permanent appointment to the title of Computer Program Analyst.

This is a trainee class of positions with a one year term. At the end of the one year of satisfactory training and service, employees in this class of positions will receive appointment to the title of Investment Analyst (40925). However, an appointee who possesses a Master's degree with a major in economics, accounting, business administration or Law will be required to serve only a six month training period.

This is a professional training class of positions with a limited term of 18 months. Upon the satisfactory completion of the 18-month term, employees in this title will receive appointments, without further examination, to the title of Management Auditor (40502).

b.)

Effective 3/3/09

<u>TITLE</u>	i. Minimum *		ii. Maximum
	(1)Hiring <u>Rate</u>	(2) Incumbent <u>Rate</u>	<u>Rate</u>
Accountant (incl. OTB)			
Level I	\$38,303	\$44,048	\$57,533
Level II	\$47,228	\$54,312	\$75,555
Accountant (JOP)	\$38,303	\$44,048	\$57,533
Actuarial Specialist			
Level I	\$38,303	\$44,048	\$75,555
Level I-A	\$38,303	\$44,048	\$94,680
Actuary ###	\$38,303	\$44,048	\$57,533
Assistant Accountant (incl. OTB)	\$33,914	\$39,001	\$48,857
Assistant Accountant (JOP)	\$33,914	\$39,001	\$48,857
Assistant Actuary ###	\$33,914	\$39,001	\$48,857
Assistant Economist	\$33,914	\$39,001	\$47,336
Assistant Systems Analyst (EDP) ##	\$27,738	\$31,899	\$59,067
Assistant Systems Analyst (Finance)	\$27,738	\$31,899	\$59,067
Assistant Systems Analyst (Finance) ##	\$27,738	\$31,899	\$59,067
Assistant Research Aide (JOP)	\$31,321	\$36,019	Flat Rate
Asst. Retirement Benefits Examiner			
At Appt.	\$34,898	\$40,133	Flat Rate
After 1 yr.	\$36,694	\$42,198	\$47,080
Assistant Statistician (incl. OTB)	\$33,914	\$39,001	\$48,857
Asst. Workers' Comp. Benefits Examiner			
At Appt.	\$34,898	\$40,133	Flat Rate
After 1 yr.	\$36,694	\$42,198	\$47,080
Associate Accountant (incl. OTB)	\$47,228	\$54,312	\$75,555

Associate Bookkeeper		\$39,376	\$45,282	\$57,412
Associate Business Promotion Coordinator				
	Level I	\$54,087	\$62,200	\$67,236
	Level II	\$58,468	\$67,238	\$80,675
Assoc. Management Auditor*		\$54,684	\$62,887	\$82,715
Associate Retirement Benefits Examiner				
	Level I	\$39,979	\$45,976	\$57,560
	Level II	\$43,266	\$49,756	\$64,067
	Level III	\$50,963	\$58,608	\$73,737
Associate Tax Auditor ###		\$47,228	\$54,312	\$75,555
Assoc. Workers' Comp. Benefits Examiner		\$43,266	\$49,756	\$64,067
Bookkeeper				
	Level I	\$32,345	\$37,197	\$42,858
	Level II	\$36,564	\$42,049	\$48,515
	Level III	\$39,376	\$45,282	\$57,412
Business Promotion Coordinator				
	Level I	\$35,686	\$41,039	\$61,359
	Level II	\$54,087	\$62,200	\$67,236
	Level III	\$58,468	\$67,238	\$80,675
Certified Applications Developer *, ##				
	Level I	\$69,097	\$79,462	\$93,867
	Level II	\$71,982	\$82,779	\$101,080
	Level III	\$77,733	\$89,393	\$109,925
	Level IV	\$83,388	\$95,896	\$125,864
Certified Database Administrator *, ##				
	Level I	\$69,097	\$79,462	\$93,867
	Level II	\$71,982	\$82,779	\$101,080
	Level III	\$77,733	\$89,393	\$109,925
	Level IV	\$83,388	\$95,896	\$125,864
Certified Local Area Network Administrator *, ##				
	Level I	\$69,097	\$79,462	\$93,867
	Level II	\$71,982	\$82,779	\$101,080
	Level III	\$77,733	\$89,393	\$109,925
	Level IV	\$83,388	\$95,896	\$125,864
Certified Wide Area Network Administrator *, ##				
	Level I	\$69,097	\$79,462	\$93,867
	Level II	\$71,982	\$82,779	\$101,080
	Level III	\$77,733	\$89,393	\$109,925
	Level IV	\$83,388	\$95,896	\$125,864

Certified IT Developer (Applications) *, ##			
Level I	\$69,097	\$79,462	\$93,867
Level II	\$71,982	\$82,779	\$101,080
Level III	\$77,733	\$89,393	\$109,925
Level IV	\$83,388	\$95,896	\$125,864
Certified IT Administrator (Database) *, ##			
Level I	\$69,097	\$79,462	\$93,867
Level II	\$71,982	\$82,779	\$101,080
Level III	\$77,733	\$89,393	\$109,925
Level IV	\$83,388	\$95,896	\$125,864
Certified IT Administrator (LAN) *, ##			
Level I	\$69,097	\$79,462	\$93,867
Level II	\$71,982	\$82,779	\$101,080
Level III	\$77,733	\$89,393	\$109,925
Level IV	\$83,388	\$95,896	\$125,864
Certified IT Administrator (WAN) *, ##			
Level I	\$69,097	\$79,462	\$93,867
Level II	\$71,982	\$82,779	\$101,080
Level III	\$77,733	\$89,393	\$109,925
Level IV	\$83,388	\$95,896	\$125,864
Level V	\$69,097	\$79,462	\$93,867
City Tax Auditor **, ##			
Level I	\$38,303	\$44,048	\$57,533
Level II	\$47,228	\$54,312	\$75,555
Computer Aide ##			
Level I	\$34,563	\$39,747	\$44,739
Level II	\$37,439	\$43,055	\$55,553
Computer Associate (Operations) ##			
Level I	\$43,197	\$49,676	\$62,943
Level II	\$51,830	\$59,604	\$77,224
Level III	\$61,853	\$71,131	\$94,528
Computer Associate (Software) ##			
Level I	\$56,151	\$64,574	\$77,844
Level II	\$60,460	\$69,529	\$84,151
Level III	\$64,571	\$74,257	\$94,528
Computer Operator (incl. OTB)	\$30,622	\$35,215	\$45,678
Computer Programmer Analyst ##			
Level I	\$43,197	\$49,676	\$59,642
Level II	\$50,393	\$57,952	\$70,607
Computer Programmer Analyst Trainee #####	\$34,588	\$39,776	Flat Rate
Computer Programmer (incl. OTB)	\$40,246	\$46,283	\$60,823
Computer Service Technician			
Level I	\$34,563	\$39,747	\$44,739
Level II	\$37,439	\$43,055	\$55,553

Computer Specialist (Software) ##			
Level I	\$69,097	\$79,462	\$86,117
Level II	\$71,982	\$82,779	\$92,738
Level III	\$77,733	\$89,393	\$100,849
Level IV	\$83,388	\$95,896	\$115,470
Computer Specialist(Operations) ##	\$64,609	\$74,300	\$100,849
Economist	\$38,303	\$44,048	\$57,959
Income Tax Systems Analyst	\$51,973	\$59,769	\$77,015
Investment Analyst (incl. OTB)	\$38,303	\$44,048	\$56,967
Investment Analyst Trainee (incl. OTB) #####	\$33,940	\$39,031	Flat Rate
Management Auditor Trainee #####	\$38,303	\$44,048	Flat Rate
Management Auditor			
Level I	\$47,228	\$54,312	\$75,555
Level II	\$54,684	\$62,887	\$82,715
Principal Computer Operator (incl. OTB)	\$44,422	\$51,085	\$66,545
Principal Computer Programmer (incl. OTB)	\$51,540	\$59,271	\$73,406
Principal Retirement Benefits Examiner ###	\$50,963	\$58,608	\$73,737
Principal Statistician	\$50,103	\$57,618	\$75,555
Research Assistant (incl. OTB)	\$38,303	\$44,048	\$57,959
Retirement Benefits Examiner	\$39,979	\$45,976	\$57,560
Senior Accountant #	\$42,402	\$48,762	\$67,382
Senior Actuary ###	\$42,402	\$48,762	\$67,382
Senior Actuary (Group Chief) ###	\$47,228	\$54,312	\$75,555
Senior Associate Accountant	\$60,176	\$69,202	\$87,612
Senior Economist	\$47,228	\$54,312	\$71,550
Senior Investment Analyst	\$47,228	\$54,312	\$71,550
Senior Statistician	\$42,402	\$48,762	\$67,382
Senior Systems Analyst (EDP) ##	\$33,203	\$38,183	\$71,320
Senior Systems Analyst (Finance) ##	\$33,203	\$38,183	\$71,320
Statistician (incl. OTB)	\$38,303	\$44,048	\$57,533
Supervising Accountant #	\$53,555	\$61,588	\$83,988
Supervising Computer Operator (incl. OTB)	\$39,018	\$44,871	\$62,200
Supervising Computer Service Technician	\$51,830	\$59,604	\$77,224
Supervising Economist	\$50,103	\$57,618	\$78,208
Supervising Investment Analyst	\$58,448	\$67,215	\$84,902
Systems Administrator (CFB)			
Level I	\$29,354	\$33,757	\$50,669
Level II	\$37,977	\$43,674	\$72,777
Level III	\$46,325	\$53,274	\$95,421
Systems Analyst (EDP) ##	\$30,018	\$34,521	\$63,394
Systems Analyst (Finance)	\$30,018	\$34,521	\$63,394
Tax Auditor ###	\$38,303	\$44,048	\$57,533

Telecommunications Associate (incl.
Data/Voice)

Level I	\$36,587	\$42,075	\$63,605
Level II	\$51,053	\$58,711	\$69,969
Level III	\$54,867	\$63,097	\$76,326
Level IV	\$61,266	\$70,456	\$95,630

Telecommunications Specialist (Voice) \$61,266 \$70,456 \$95,630
Workers' Compensation Benefits Examiner

Level Ia	\$34,898	\$40,133	Flat Rate
Level Ib	\$36,694	\$42,198	\$47,080
Level II	\$39,979	\$45,976	\$57,560
Level III	\$43,266	\$49,756	\$64,067

- * Employees hired on or after 7/1/05 shall be paid the hiring rate effective 7/1/05. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "minimum" for the applicable title that is in effect on the two year anniversary of their original appointment as set forth in the applicable Successor Separate Agreement.
In no case shall an employee receive less than the stated hiring rate.

Certified March 8, 2004

Section 3. Wage Increases.

A. General Wage Increase

- a. The general wage increases, effective as indicated, shall be:
- i. Effective March 3, 2008, Employees shall receive a general increase of 4 percent
 - ii. Effective March 3, 2009, Employees shall receive an additional general increase of 4 percent.
 - iii. Part-time per annum, part-time per diem Employees (including seasonal appointees), per session and hourly paid Employees and Employees whose normal work year is less than a full calendar year shall receive the increases provided in subsections 3(a)(i) and 3(a)(ii) on the basis of computations heretofore utilized by the parties for all such Employees.
- b. The increases provided for in Section 3(a) above shall be calculated as follows:

- i. The general increase in Section 3(a)(i) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on March 2, 2008;
 - ii. The general increase in Section 3(a)(ii) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on March 2, 2009.
- c.
- i. The general increases provided for in this Section 3 shall be applied to the base rates, incremental salary levels, and the minimum “hiring rate” and “incumbent rate” and maximum rates (including levels), for the applicable titles.
 - ii. A general increase of 5.47%, effective on the last day of the Agreement, and consistent with the terms of the Stipulation of Settlement (A-13472-10; BCB 2864-10)) shall be applied to the following “additions to gross”: uniform maintenance allowances, assignment differentials, service increments, longevity differentials, longevity increments, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials. Recurring increment payments are excluded from this provision.

Section 4. New Hires.

a. The appointment rate for an employee newly hired on or after March 3, 2008 and appointed at a reduced hiring rate shall be the applicable minimum “hiring rate” set forth in subsections 2(a)(i)(1) and 2(b)(i)(1). On the two year anniversary of the employee’s original date of appointment, such employee shall be paid the indicated minimum “incumbent rate” for the applicable title that is in effect on such two year anniversary as set forth in subsection 2(a)(i)(2) and 2(b)(i)(2) of this Article III.

b. i. For a title subject to an incremental pay plan, the employee shall be paid the appropriate increment based upon the employee’s length of service. Section 2 of this Article III reflects the correct amounts and has been adjusted in accordance with the provisions of Section 3(c)(i) of this Article III.

ii. Employees who change titles or levels before attaining two years of service will be treated in the new title or level as if they had been originally appointed to said title or level on their original hiring date.

c. For the purposes of Sections 4(a) and 4(b), employees 1) who were in active pay status before March 3, 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 2(a)(i)(2) and 2(b)(i)(2) of this Article III:

- i. Employees who return to active status from an approved leave of absence.
- ii. Employees in active status (whether full or part-time) appointed to permanent status from a civil service list, or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.
- iii. Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or who were subject to involuntary redeployment.
- iv. Provisional employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.
- v. Permanent employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.
- vi. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
- vii. A provisional employee who is appointed directly from one provisional appointment to another.
- viii. For employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor Relations is empowered to issue, on a case-by-case basis, interpretations concerning application of this Section 4. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in Article VI of this Agreement.

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 subsection 4.

Section 5.

Each general increase provided herein, effective as of each indicated date, shall be applied to the rate in effect on the date as specified in Section 3 of this Article. In the case of a promotion or other advancement to the indicated title on the effective date of the general increase specified in Section 3 of this Article, such general increase shall not be applied, but the general increase, if any, for the title formerly occupied, effective on the date indicated shall be applied.

Section 6.

In the case of an employee on leave of absence without pay the salary rate of such employee shall be changed to reflect the salary adjustments specified in Article III.

Section 7.

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

ADVANCEMENT INCREASES

<u>TITLE</u>	<u>3/3/08</u>	<u>3/2/10</u>
Accountant (incl. OTB)	\$1,509	\$1,592
Accountant JOP)	\$1,509	\$1,592
Actuary **	\$1,509	\$1,592
Associate Accountant (incl. OTB)	\$1,738	\$1,833
Associate Management Auditor	\$1,738	\$1,833
Associate Retirement Benefits Examiner Level I	\$1,509	\$1,592
Associate Tax Auditor **	\$1,738	\$1,833
City Tax Auditor Level I	\$1,509	\$1,592
Computer Aide Level I	\$927	\$978
Computer Associate (Operations) Level I	\$1,332	\$1,405
Computer Associate (Software) Level I	\$1,853	\$1,954
Computer Operator (incl. OTB)	\$931	\$982
Computer Programmer (incl. OTB)	\$1,392	\$1,468
Computer Programmer Analyst Level I	\$1,392	\$1,468
Computer Specialist (Operations)	\$1,802	\$1,901
Computer Specialist (Software) Level I	\$2,085	\$2,199
Economist (Level I)	\$1,448	\$1,527
Management Auditor (Level II)	\$1,738	\$1,833
Principal Computer Operator (incl. OTB)	\$1,569	\$1,655

Principal Computer Programmer (incl. OTB)	\$1,853	\$1,954
Principal Retirement Benefits Examiner **	\$1,738	\$1,833
Principal Statistician (Statistician Level III)	\$1,853	\$1,954
Senior Accountant *	\$1,509	\$1,592
Senior Actuary **	\$1,509	\$1,592
Senior Actuary (Group Chief) **	\$1,738	\$1,833
Senior Associate Accountant	\$2,085	\$2,199
Senior Economist (Economist Level II)	\$1,626	\$1,715
Senior Investment Analyst	\$1,626	\$1,715
Senior Statistician (Statistician Level II)	\$1,509	\$1,592
Senior Systems Analyst (EDP)	\$976	\$1,029
Senior Systems Analyst (Finance)	\$976	\$1,029
Statistician (incl. OTB) (Level I)	\$1,509	\$1,592
Supervising Accountant *	\$1,971	\$2,079
Supervising Computer Operator (incl. OTB)	\$1,332	\$1,405
Supervising Economist (Economist Level III)	\$1,738	\$1,833
Supervising Investment Analyst	\$1,853	\$1,954
Systems Analyst (EDP)	\$976	\$1,029
Systems Analyst (Finance)	\$976	\$1,029
Tax Auditor **	\$1,509	\$1,592

NOTE:

* For present incumbents only

** To be deleted

Section 8.

An employee assigned to a higher level in the titles listed below shall receive upon the effective date of such assignment either the minimum salary rate of the new level or the advancement increase listed below, whichever is greater. Neither an advancement to a higher level nor the receipt of an advancement increase for such an assignment shall be considered a promotion.

LEVEL INCREASE

<u>TITLE</u>	<u>3/3/08</u>	<u>3/2/10</u>
Associate Retirement Benefits Examiner		
Level II	\$1,509	\$1,592
Level III	\$1,738	\$1,833
City Tax Auditor		
Level II	\$1,738	\$1,833

Computer Aide			
	Level II	\$1,163	\$1,227
Computer Associate (Operations)			
	Level II	\$1,569	\$1,655
	Level III	\$1,802	\$1,901
Computer Associate (Software)			
	Level II	\$1,970	\$2,078
	Level III	\$2,085	\$2,199
Computer Programmer Analyst			
	Level II	\$1,686	\$1,778
Computer Specialist (Software)			
	Level II	\$2,207	\$2,328
	Level III	\$2,321	\$2,448
Certified Applications Developer			
Certified Database Administrator			
Certified Local Area Network Administrator			
Certified Wide Area Network Administrator			
Certified IT Administrator (LAN)			
Certified IT Administrator (WAN)			
Certified IT Developer (Applications)			
Certified IT Administrator (Database)			
	Level II	\$2,207	\$2,238
	Level III	\$2,321	\$2,448

NOTE:

* Level Increase – Denotes payment due to an assignment in a higher level within a title

Section 9. Longevity Increment.

- a. Employees with 15 years or more of “City” service in pay status (except those eligible for a service increment pursuant to section 11 or a longevity differential pursuant to section 12 shall receive a longevity increment of \$800 per annum.
- b. The rules for eligibility for the longevity increment described above in subsection a, shall be set forth in Appendix A of this Agreement and are incorporated by reference herein.

Section 10 - Differentials.

A. Thirty Six Hour Week - EDP Titles

Incumbents in the electronic data processing related titles covered by this Agreement, duly assigned to and working a three day per week, twelve hour per day schedule shall be paid, in addition to their regular annual salary, one (1) hour’s pay at straight time, for the 36th hour in

each week plus a ten percent (10%) premium. Said one (1) hour's pay shall be calculated as 1/1827 of the employee's annual salary as described in Article III, Section 2. Employees shall receive the payment for the 36th hour of work described above as long as the employee is regularly assigned to a 3-day, 12 hour per day work week and remains in pay status.

B. Associate Accountants

(1) An Associate Accountant who is duly assigned in writing by the agency head to supervise on a regular basis a clearly differentiated accounting unit comprised of at least six employees in the Accounting Occupational Group shall during the period so assigned continue to receive a differential in the prorated annual amount stated below:

<u>Effective Date</u>	<u>Annual Amount</u>
3/3/08	\$1,817
3/2/10	\$1,916

Said differentials shall remain in effect only for such time as the requisite number of employees remain in the supervised unit.

(2) An Associate Accountant who is duly so assigned in writing by the agency head to supervise a clearly differentiated accounting unit comprised of at least five employees in the Accounting Occupational Group, at least two of whom are Associate Accountants, shall during the period so assigned receive a differential in the prorated annual amount stated below:

<u>Effective Date</u>	<u>Annual Amount</u>
3/3/08	\$2,426
3/2/10	\$2,559

Said differentials shall remain in effect only for such time as the requisite number of employees remain in the supervised unit.

(3) No Associate Accountant shall receive both of the differentials in this subsection B. An Associate Accountant who is receiving one of these differentials and who is reclassified into the Tax Auditor series shall have the assignment differentials rolled into the employee's rate.

C. Group Chief - Special Auditor

Incumbents in the titles Associate Tax Auditor and City Tax Auditor Assignment Level II when assigned as Group Chief or Special Auditor as described in the class specification shall be paid an assignment differential in the amount stated below in order to bring their annual salary to an amount above the minimum salary for Associate Tax Auditor or City Tax Auditor

Assignment Level II equal to the amounts stated below. Payment of this pro-rata annual differential shall be continued only for so long as the incumbents continue to perform these duties. This assignment differential does not become part of the basic salary of affected individuals.

<u>Effective Date</u>	<u>Annual Amount</u>
3/3/08	\$9,850
3/2/10	\$10,389

D. Accountant Hiring Rate

Employees hired into the title Accountant on or after July 1, 1984, who graduated in the top 25% of their class shall be paid \$1,000 above the minimum.

Section 11. Service Increments

The service increment becomes part of each eligible employee’s basic salary rate. Service eligibility is related to length of City service in the appropriate occupational group, except that time served as an Assistant Workers Compensation Benefits Examiner (Workers Compensation Benefits Examiner, Level Ia) does not count toward eligibility for the one year service increment for the titles Workers Compensation Benefits Examiner and Associate Worker Compensation Benefits Examiner. An Accountant or Management Auditor who has received a service increment and is subsequently promoted to Associate Accountant or Associate Management Auditor will receive the difference between the increment amounts of the titles. Future eligibility shall be effective on the January 1, April 1, July 1, or October 1 subsequent to the employee’s anniversary date. The service increment shall not be pensionable until the employee has received it for two years.

(1) Employees in the below listed titles shall receive service increments as follows:

Eligible Titles

- Accountant
- City Tax Auditor Level I
- Management Auditor (Level I)
- Tax Auditor

<u>Service</u>	<u>3/3/08</u>	<u>3/2/10</u>
After 3 years of service	\$2,121	\$2,237
After 5 years of service	\$5,234	\$5,520
(An additional)	(\$3,113)	(\$3,283)
After 12 years of service	\$8,079	\$8,521
(An additional)	(\$2,845)	(\$3,001)

(2) Employees in the below listed titles shall receive service increments as follows:

Eligible Titles

Associate Accountant (incl. OTB)
 Associate Business Promotion Coordinator
 Associate Management Auditor (Management Auditor Level II)
 Business Promotion Coordinator (Level I, II, III)
 City Tax Auditor Level II
 Senior Associate Accountant

<u>Years of Service</u>	<u>3/3/08</u>	<u>3/2/10</u>
After 3 years of Service	\$2,121	\$2,237
After 5 years of service	\$5,687	\$5,998
(An additional)	(\$3,566)	(\$3,761)
After 12 years of service	\$8,534	\$9,001
(An additional)	(\$2,847)	(\$3,003)

(3) Employees in the below listed titles shall receive service increments as follows:

Eligible Titles

Actuary
 Associate Retirement Benefits Examiner I
 Economist (Level I)
 Investment Analyst (Level I)
 Statistician (Level I)

<u>Years of Service</u>	<u>3/3/08</u>	<u>3/2/10</u>
After 3 Years of Service	\$1,092	\$1,152
After 5 Years of Service	\$4,209	\$4,439
(An additional)	(\$3,117)	(\$3,287)
After 12 Years of Service	\$7,262	\$7,659
(An additional)	(\$3,053)	(\$3,220)

Eligible Title

Retirement Benefits Examiner

<u>Years of Service</u>	<u>3/3/08</u>	<u>3/2/10</u>
After 3 years of service	\$628	\$662
After 5 years of service	\$3,644	\$3,843
(An additional)	(\$3,016)	(\$3,181)
After 12 years of service	\$6,602	\$6,963
(An additional)	(\$2,958)	(\$3,120)

(4) Employees in the below listed titles shall receive service increments as follows:

Eligible Titles

Associate Retirement Benefits Examiner II, III
 Principal Retirement Benefits Examiner
 Senior Actuary
 Senior Actuary (Group Chief)
 Senior Economist (Economist Level II)
 Senior Investment Analyst (Investment Analyst Level II)
 Senior Statistician (Statistician Level II)
 Principal Statistician (Statistician Level III)
 Supervising Economist (Economist Level III)
 Supervising Investment Analyst (Investment Analyst Level III)

<u>Years of Service</u>	<u>3/3/08</u>	<u>3/2/10</u>
After 3 Years of Service	\$1,092	\$1,152
After 5 Years of Service	\$4,664	\$4,919
(An additional)	(\$3,572)	(\$3,767)
After 12 Years of Service	\$7,714	\$8,136
(An additional)	(\$3,050)	(\$3,217)

(5) Employees in the below listed title shall receive service increments as follows:

Eligible Title

Income Tax Systems Analyst

<u>Years of Service</u>	<u>3/3/08</u>	<u>3/2/10</u>
After 3 years of service	\$628	\$662
After 5 years of service	\$4,099	\$4,323
(An additional)	(\$3,471)	(\$3,661)
After 12 years of service	\$7,054	\$7,440
(An additional)	(\$2,955)	(\$3,117)

(6) Employees in the below listed title shall receive service increments as follows:

Eligible Title

Research Assistant

<u>Years of Service</u>	<u>3/3/08</u>	<u>3/2/10</u>
After 3 Years of Service	\$809	\$853
After 5 Years of Service	\$1,623	\$1,712
(An Additional)	(\$814)	(\$859)

Employees in the above-listed title shall also be entitled to the 15-year longevity increment described in Article III, Section 9.

(7) Employees in the below listed titles shall receive service increments as follows:

Eligible Titles

Assistant Systems Analyst (EDP)
Systems Analyst (EDP)
Senior Systems Analyst (EDP)

<u>Years of Service</u>	<u>3/3/08</u>	<u>3/2/10</u>
After 3 Years of Service	\$1,748	\$1,844

Employees in the above-listed title shall also be entitled to the 15-year longevity increment described in Article III, Section 9.

(8) Employees in the below listed title shall receive service increment as follows:

Eligible Titles

Workers Compensation Benefits Examiner (Level Ib and II)

<u>Years of Service (See: Note)</u>	<u>3/3/08</u>	<u>3/2/10</u>
After 1 Year of Service	\$3,139	\$3,311
After 3 Years of Service	\$4,232	\$4,463
(An additional)	(\$1,093)	(\$1,152)
After 5 Years of Service	\$7,349	\$7,751
(An additional)	(\$3,117)	(\$3,288)
After 12 Years of Service	\$10,401	\$10,970
(An additional)	(\$3,052)	(\$3,219)

Note: Effective June 6, 2004, the above schedule applies after one (1) year of service in Level Ib. Time served in the title that counted toward the longevity differential in Section 12 (2) shall count toward the service increment.

(9) Employees in the below listed title shall receive service increment as follows

Eligible Title

Associate Workers Compensation Benefits Examiner (Workers Compensation Benefits Examiner, Level III)

<u>Years of Service</u>	<u>3/3/08</u>	<u>3/2/10</u>
After 1 year of service	\$3,139	\$3,311
After 3 years of service	\$4,232	\$4,463
(An additional)	(\$1,093)	(\$1,152)
After 5 years of service	\$7,803	\$8,230
(An additional)	(\$3,571)	(\$3,767)
After 12 years of service	\$10,854	\$11,448
(An additional)	(\$3,051)	(\$3,218)

(10) Employees in the below listed title shall receive service increment as follows

Eligible Title

Management Auditor Trainee

<u>Years of Service</u>	<u>3/3/08</u>	<u>3/2/10</u>
After 3 years of service	\$464	\$489
After 5 years of service	\$566	\$597
(An additional)	(\$102)	(\$108)
After 12 years of service	\$660	\$696
(An additional)	(\$94)	(\$99)

(11) Employees in the below listed title shall receive service increment as follows

Eligible Title

Actuarial Specialist Level I

Hired After January 1, 2000

<u>Years of Service</u>	<u>3/3/08</u>	<u>3/2/10</u>
After 3 years of service	\$1,092	\$1,152
After 5 years of service	\$4,437	\$4,680
(An additional)	(\$3,345)	(\$3,528)
After 12 years of service	\$7,490	\$7,900
(An additional)	(\$3,053)	(\$3,220)

Actuarial Specialist Level I

Hired Before January 1, 2000

<u>Years of Service</u>	<u>3/3/08</u>	<u>3/2/10</u>
After 3 years of service	\$1,092	\$1,152
After 5 years of service	\$4,664	\$4,919
(An additional)	(\$3,572)	(\$3,767)
After 12 years of service	\$7,714	\$8,136
(An additional)	(\$3,050)	(\$3,217)

(12) Employees in the below listed titles shall receive service increment as follows:

Associate Tax Auditor
Senior Accountant
Supervising Accountant

	<u>3/3/08</u>	<u>3/2/10</u>
<u>Years of Service</u>		
After 3 years of service	\$1,656	\$1,747
After 5 years of service	\$5,121	\$5,401
(An additional)	(\$3,465)	(\$3,654)
After 12 years of service	\$7,873	\$8,304
(An additional)	(\$2,752)	(\$2,903)

(13) Employees in the below listed titles shall receive service increment as follows:

Accountant Level I, II
Accountant (JOP)
Actuarial Specialist Level I, I-A
Actuary **
Assistant Accountant
Assistant Accountant (JOP)
Assistant Actuary **
Assistant Economist **
Assistant Retirement benefits Examiner
Assistant Statistician
Assistant Systems Analyst (Finance)
Assistant Workers Compensation Benefits Examiner
Associate Accountant
Associate Bookkeeper
Associate Business Promotion Coordinator **
Associate Management Auditor **
Associate Retirement Benefits Examiner
Associate Tax Auditor
Associate Workers Compensation Benefits Examiner **
Bookkeeper
Business Promotion Coordinator Level I, II, III
City Tax Auditor
Economist Level I, II, III
Investment Analyst Level I, II, III
Investment Analyst Trainee
Management Auditor Trainee *
Management Auditor Level I, II

Principal Retirement benefits Examiner **
 Principal Statistician
 Retirement Benefits Examiner
 Senior Accountant #
 Senior Actuary **
 Senior Actuary (Group Chief) **
 Senior Associate Accountant
 Senior Economist **
 Senior Investment Analyst **
 Senior Statistician
 Senior Systems Analyst (Finance)
 Statistician Level I, II, III
 Supervising Accountant #
 Supervising Economist **
 Senior Investment Analyst **
 Senior Statistician
 Senior Systems Analyst (Finance)
 Statistician Level I, II, III
 Supervising Accountant #
 Supervising Economist **
 Supervising Investment Analyst **
 Systems Analyst (Finance)
 Tax Auditor **
 Workers Compensation Benefits Examiner

* Employees in the asterisked title shall also be entitled to the 15-year longevity increment described in Article III, Section 9.

** To be deleted.

For present incumbents only.

	<u>3/3/08</u>	<u>3/2/10</u>
<u>Years of Service</u>		
After 15 years of service	\$379	\$400

Section 12. Longevity Differential

The longevity differential does not become part of the basic salary rate and shall not be pensionable until the employee has received it for two years. Service eligibility is related to the length of service in the appropriate occupational group. Future eligibility shall be effective on January 1, April 1, July 1, or October 1 following the employee's anniversary date. When an employee receiving a longevity differential is promoted to a title eligible for the service increment in Section 10, the eligibility for the longevity ends and the employee would receive the appropriate service increment.

(1) Employees in the titles listed below shall receive payments as follows:

Eligible Titles

Assistant Accountant
 Assistant Actuary
 Assistant Economist
 Asst. Retirement Benefits Examiner
 Assistant Statistician
 Associate Bookkeeper
 Bookkeeper (Level I) (Level II) (Level III)

<u>3/3/08</u>	<u>3/2/10</u>
3 years \$1,208	\$1,274
5 Years \$2,944	\$3,105
(Additional \$1,736)	(\$1,831)
12 Years \$4,140	\$4,366
(Additional \$1,196)	(\$1,261)

(2) Employees in the titles listed below shall receive longevity differential payments as follows:

Eligible Titles

Computer Associate (Operations)
 Computer Associate (Software)
 Computer Service Technician
 Computer Specialist (Operations)
 Computer Specialist (Software)
 Certified Applications Developer
 Certified Database Administrator
 Certified Local Area Network Administrator
 Certified Wide Area Network Administrator
 Certified IT Administrator (LAN)
 Certified IT Administrator (WAN)
 Certified IT Developer (Applications)
 Certified IT Administrator (Database)
 Telecommunications Associate (Voice) Levels I, II, III, IV
 Telecommunications Specialist (Voice)
 Supervising Computer Service Technician

<u>3/3/08</u>	<u>3/2/10</u>
3 years - \$4,278	\$4,512

Employees in the above-listed titles shall also be entitled to the 15 year longevity increment described in Article III, Section 9.

(3) Employee in the titles listed below shall receive longevity differential payments as follows:

Eligible Titles

Computer Aide
Computer Programmer Analyst

<u>3/3/08</u>	<u>3/2/10</u>
1 year - \$4,275	\$4,509

Employees in the above-listed titles shall also be entitled to the 15-year longevity increment described in Article III, Section 9.

(4) Employee in the title listed below shall receive longevity differential payments as follows:

Eligible Title

System Administrator (Campaign Finance Board)

<u>3/3/08</u>	<u>3/2/10</u>
3 years - \$2,135	\$2,252

Employees in the above-listed titles shall also be entitled to the 15-year longevity increment described in Article III, Section 9.

Section 13. Recurring Increment Payment

a. Full-time employees in the below listed titles covered by this Agreement shall be eligible to receive the Recurring Increment Payments (“RIP”) set forth below.

Eligible Titles

Assistant Systems Analyst (Finance)
Systems Analyst (Finance)
Senior Systems Analyst (Finance)

<u>Years of Service</u>	<u>3/3/08</u>	<u>3/3/08</u>	<u>3/3/09</u>	<u>3/3/09</u>
After 3 years of Service	Increment \$1,454	Total RIP \$1,454	Increment \$1,512	Total RIP \$1,512

- b. The RIPs shall be based upon years of City service and shall be paid in addition to the longevity increment set forth in Section 9. RIPs shall be payable on the January 1, April 1, July 1, or October 1 subsequent to the qualifying employee's anniversary date, subject to the rules for eligibility set forth in Appendix B of this Agreement.

Section 14. Training Fund

Effective July 1980, the following Training Fund contributions shall be made to the District Council 37 Education Fund on behalf of each full time per annum employee in a designated class of positions included herein:

- A. For incumbents in all titles in the Computer Operation, Computer Programming and Computer Systems Analysis Occupational Groups and related classes of positions with the exception of incumbents in the titles Assistant Systems Analyst (EDP), Systems Analyst (EDP), and Senior Systems Analyst (EDP):

Twenty-five dollars (\$25) per annum.

- B. For incumbents in all titles in the Accounting, Actuarial, Rent and Rehabilitation, Economist, Statistical and Investment Analysis Occupational Groups and related classes of positions with the exception of incumbents in the titles Assistant Systems Analyst (Finance), Systems Analyst (Finance), Senior Systems Analyst (Finance), Bookkeeper, and Associate Bookkeeper:

The contribution rate shall be determined by dividing the total number of employees in B, above, in the bargaining unit at the time the contribution is made into \$20,000.

This Section shall be subject to the waiver in Article IV, Section 1b of this Contract.

ARTICLE IV - WELFARE FUND

Section 1.

- a. In accordance with the election by the Union pursuant to the provisions of Article XIII of the Citywide Agreement between the City of New York and related public employers and District Council 37, AFSCME, AFL-CIO, the Welfare Fund provisions of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to Employees covered by this Agreement.
- b. When an election is made by the Union pursuant to the provisions of Article XIII, Section 1(b), of the Citywide Agreement between the City of New York and related public employers and District Council 37, AFSCME, AFL-CIO, the provisions of

Article XIII, Section 1(b) of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to Employees covered by this Agreement, and when such election is made, the Union hereby waives its right to training, education and/or legal services contributions provided in this Agreement, if any. In no case shall the single contribution provided in Article XIII, Section 1(b) of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, exceed the total amount that the Union would have been entitled to receive if the separate contributions had continued.

Section 2.

The Unions agree to provide welfare fund benefits to domestic partners of covered employees in the same manner as those benefits are provided to spouses of married covered employees.

Section 3.

In accordance with the Health Benefits Agreement dated January 11, 2001, each welfare fund shall provide welfare fund benefits equal to the benefits provided on behalf of an active employee to widow(er)s, domestic partners and/or children of any employee who dies in the line of duty as that term is referenced in Section 12-126(b)(2) of the New York City Administrative Code. The cost of providing this benefit shall be funded by the Stabilization Fund.

ARTICLE V - PRODUCTIVITY AND PERFORMANCE

Introduction

Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the Employer and the Union. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. To achieve and maintain a high level of effectiveness, the parties hereby agree to the following terms:

Section 1. - Performance Levels

- (a) The Union recognizes the Employer's right under the New York City Collective Bargaining Law to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, to prepare work schedules and to measure the performance of each employee or group of employees. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on employees are within the scope of collective bargaining. The Employer will give the Union prior notice of the establishment and/or revision of performance standards or norms hereunder.

- (b) Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable law.

Section 2. - Supervisory Responsibility

(a) The Union recognizes the Employer's right under the New York City Collective Bargaining Law to establish and/or revise standards for supervisory responsibility in achieving and maintaining performance levels of supervised employees for employees in supervisory positions listed in Article I, Section 1, of this Agreement. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on employees are within the scope of collective bargaining. The Employer will give the Union prior notice of the establishment and/or revision of standards for supervisory responsibility hereunder.

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

Section 3. - Performance Compensation

The Union acknowledges the Employer's right to pay additional compensation for outstanding performance.

The Employer agrees to notify the Union of its intent to pay such additional compensation.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1. - Definition:

The term "*Grievance*" shall mean:

- a. A dispute concerning the application or interpretation of the terms of this Agreement;
- b. A claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving the Personnel Rules and Regulations of the City of New York or the Rules and Regulations of the Health and Hospitals Corporation with respect to those matters set forth in the first paragraph of Section 7390.1 of the Unconsolidated Laws shall not be subject to the grievance procedure or arbitration;
- c. A claimed assignment of employees to duties substantially different from those stated in their job specifications;
- d. A claimed improper holding of an open-competitive rather than a promotional examination;

- e. A claimed wrongful disciplinary action taken against a permanent employee covered by Section 75(1) of the Civil Service Law or a permanent employee covered by the Rules and Regulations of the Health and Hospitals Corporation upon whom the agency head has served written charges of incompetence or misconduct while the employee is serving in the employee's permanent title or which affects the employee's permanent status.
- f. Failure to serve written charges as required by Section 75 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation upon a permanent employee covered by Section 75(1) of the Civil Service Law or a permanent employee covered by the Rules and Regulations of the Health and Hospitals Corporation where any of the penalties (including a fine) set forth in Section 75(3) of the Civil Service Law have been imposed.
- g. A claimed wrongful disciplinary action taken against an eligible provisional employee of a Mayoral agency who has served without a break in service for two years in the same or similar title or related occupational group in the same agency on a full-time per annum or full-time per diem basis and has been assigned regularly to work the normal, full-time work week established for that title.
- h. A claimed wrongful disciplinary action taken against a full-time non-competitive employee with one year of service in title, except for employees during the period of a mutually agreed upon extension of probation, as defined in Section 7 of this Article.

Section 2.

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

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

All grievances must be presented in writing at all steps in the grievance procedure. For all grievances as defined in Section 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 except that grievances alleging a miscalculation of salary rate resulting in a payroll error of a continuing

nature shall be presented no later than 120 days after the first date on which the grievant discovered the payroll error. The employee may also request an appointment to discuss the grievance and such request shall be granted. The person designated by the Employer to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall issue a determination in writing by the end of the third work day following the date of submission.

NOTE: *The following STEP I(a) shall be applicable only in the Health and Hospitals Corporation in the case of grievances arising under Section 1a through 1c of this Article and shall be applied prior to Step II of this Section:*

STEP I(a) - An appeal from an unsatisfactory determination at Step I shall be presented in writing to the person designated by the agency head for such purpose. The appeal must be made within five (5) work days of the receipt of the Step I determination. A copy of the grievance appeal shall be sent to the person who initially passed upon the grievance. The person designated to receive the appeal at this Step shall meet with the employee and/or the Union for review of the grievance and shall issue a determination to the employee and/or the Union by the end of the fifth work day following the day on which the appeal was filed.

STEP II - An appeal from an unsatisfactory determination at STEP I or STEP I(a), where applicable, shall be presented in writing to the agency head or the agency head's designated representative who shall not be the same person designated in STEP I. The appeal must be made within five (5) work days of the receipt of the STEP I or STEP I(a) determination. The agency head or designated representative, if any, shall meet with the employee and/or the Union for review of the grievance and shall issue a determination in writing by the end of the tenth work day following the date on which the appeal was filed.

STEP III - An appeal from an unsatisfactory determination at STEP II shall be presented by the employee and/or the Union to the Commissioner of Labor Relations in writing within ten (10) work days of the receipt of the STEP II determination. The grievant or the Union should submit copies of the STEP I and STEP II grievance filings and any agency responses thereto. Copies of such appeal shall be sent to the agency head. The Commissioner of Labor Relations or the Commissioner's designee shall review all appeals from STEP II determinations and shall issue a determination on such appeals within fifteen (15) work days following the date on which the appeal was filed.

STEP IV - An appeal from an unsatisfactory determination at STEP III may be brought solely by the Union to the Office of Collective Bargaining for impartial arbitration within fifteen (15) work days of receipt of the STEP III determination. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a “grievance”. The Employer shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accordance with 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 accordance with Article 75 of the Civil Practice Law and Rules. The arbitrator may provide for and direct such relief as the arbitrator deems necessary and proper, subject to the limitations set forth above and any applicable limitations of law.

Section 3.

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

Section 4.

- a. Any grievance under Section 1(d) relating to a claimed improper holding of an open-competitive rather than a promotional examination shall be presented in writing by the employee or the Union representative to the Commissioner of Labor Relations not later than thirty (30) days after the notice of the intention to conduct such open-competitive examination, or copy of the appointing officer’s request for such open-competitive examination, as the case may be, has been posted in accordance with Section 51 of the Civil Service Law. The grievance shall be considered and passed upon within ten (10) days after its presentation. The determination shall be in writing, copies of which shall be transmitted to both parties to the grievance upon issuance.
- b. A grievance relating to the use of an open-competitive rather than a promotional examination which is unresolved by the Commissioner of Labor Relations may be brought to impartial arbitration as provided in Sections 2 and 3 above. Such a grievance shall be presented by the Union, in writing, for arbitration within 15 days of the presentation of such grievance to the Commissioner of Labor Relations, and the arbitrator shall decide such grievance within 75 days of its presentation to the arbitrator.

The party requesting such arbitration shall send a copy of such request to the other party. The costs and fees of such arbitration shall be borne equally by the Employer and the Union.

Section 5.

In any case involving a grievance under Section 1(e) of this Article, the following procedure shall govern upon service of written charges of incompetence or misconduct:

STEP A - Following the service of written charges, a conference with such Employee shall be held with respect to such charges by the person designated by the agency head to review a grievance at STEP I of the Grievance Procedure set forth in this Agreement. The Employee may be represented at such conference by a representative of the Union. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference.

If the Employee is satisfied with the determination in STEP A above, the Employee may choose to accept such determination as an alternative to and in lieu of a determination made pursuant to the procedures provided for in Section 75 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation. As a condition of accepting such determination, the Employee shall sign a waiver of the employee's right to the procedures available to him or her under Sections 75 and 76 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation.

STEP B(i)- If the Employee is not satisfied with the determination at STEP A above then the Employer shall proceed in accordance with the disciplinary procedures set forth in Section 75 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation. As an alternative, the Union with the consent of the employee may choose to proceed in accordance with the Grievance Procedure set forth in this Agreement, including the right to proceed to binding arbitration pursuant to STEP IV of such Grievance Procedure. As a condition for submitting the matter to the Grievance Procedure the Employee and the Union shall file a written waiver of the right to utilize the procedures available to the employee pursuant to Sections 75 and 76 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation or any other administrative or judicial tribunal, except for the purpose of enforcing an arbitrator's award, if any. Notwithstanding such waiver, the period of an employee's suspension without pay pending hearing and determination of charges shall not exceed thirty (30) days.

STEP B(ii) - If the election is made to proceed pursuant to the Grievance Procedure, an appeal from the determination of STEP A above, shall be made to the agency

head or designated representative. The appeal must be made in writing within five (5) work days of the receipt of the determination. The agency head or designated representative shall meet with the employee and the Union for review of the grievance and shall issue a determination to the employee and the Union by the end of the tenth work day following the day on which the appeal was filed. The agency head or designated representative shall have the power to impose the discipline, if any, decided upon, up to and including termination of the accused Employee's employment. In the event of such termination or suspension without pay totaling more than thirty (30) days, the Union with the consent of the grievant may elect to skip STEP C of this Section and proceed directly to STEP D.

STEP C - If the grievant is not satisfied with the determination of the agency head or designated representative the grievant or the Union may appeal to the Commissioner of Labor Relations in writing within ten (10) days of the determination of the agency head or designated representative. The Commissioner of Labor Relations shall issue a written reply to the grievant and the Union within fifteen (15) work days.

STEP D - If the grievant is not satisfied with the determination of the Commissioner of Labor Relations, the Union with the consent of the grievant may proceed to arbitration pursuant to the procedures set forth in STEP IV of the Grievance Procedure set forth in this Agreement.

Section 6.

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

Section 7.

Grievances relating to a claimed wrongful disciplinary action taken against a non-competitive employee shall be subject to and governed by the following special procedure:

The provisions contained in this section shall not apply to any of the following categories of employees covered by this contract:

- a. Per diem employees.
- b. Temporary employees.
- c. Probationary employees.
- d. Trainees, provisionals.
- e. Non-competitive employees with less than one year of service in the title.
- f. Competitive class employees.

- g. Employees covered by section 75(1) of the Civil Service Law or Section 7:5:1 of the Rules and Regulations of the Health and Hospitals Corporation.
- h. Non-competitive employees hired under Personnel Rule 3.2.10 or Section 3:3:3 or 3:3:4 of the New York City Health and Hospital Corporation's Personnel Rules and Regulations

Step I(n) - Following the service of written charges upon an employee a conference shall be held with respect to such charges by a person who is designated by the agency head to review such charges. The employee may be represented by 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 decision in writing by the end of the fifth day following the date of the conference.

Step II(n) - If the employee is dissatisfied with the decision in the step I above, he may appeal such decision. The appeal must be within five (5) working days of the receipt of such decision. Such appeal shall be treated as a grievance appeal beginning with step II of the Grievance Procedure set forth herein.

Section 8.

In any case involving a grievance under Section 1 (h) of this Article, the following procedures shall apply upon service of charges of incompetence or misconduct:

STEP A Following the service of written charges upon an employee a conference with such employee shall be held with respect to such charges by the person designated by the agency head to review a grievance at STEP I of the Grievance Procedure set forth in this Agreement. The employee may be represented at such conference by a representative of the Union. At the conference the person designated by the agency head to review the charges shall: (1) verbally communicate to the employee any information reasonably necessary for the employee to understand the nature of the charges; (2) furnish to the employee copies of documentary evidence necessary to support the charges; and (3) furnish to the employee the names of potential witnesses except under unusual circumstances. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference.

STEP B If the employee is dissatisfied with the determination in STEP A above, he or she may appeal such determination. The appeal must be made within five (5) working days of the receipt of such determination. Such appeal shall be treated as a grievance appeal beginning with STEP II of the Grievance Procedure set forth herein.

Section 9.

A grievance concerning a large number of Employees and which concerns a claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of

this Agreement may be filed directly at STEP III of the grievance procedure except that a grievance concerning employees of the Health and Hospitals Corporation may be filed directly at STEP II of the grievance procedure. Such "group" grievance must be filed no later than 120 days after the date on which the grievance arose, and all other procedural limits, including time limits, set forth in this Article shall apply. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance.

Section 10.

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 11.

If the Employer exceeds any time limit prescribed at any step in the Grievance Procedure, the grievant and/or the Union may invoke the next step of the procedure, except that only the Union may invoke impartial arbitration under STEP IV.

Section 12.

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 13.

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 14.

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

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

Section 15.

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 16. 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:
 - 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 16 and notify the parties of proposed hearing dates for such cases.
 - (2) The parties shall have ten business days from the receipt of the Deputy Chairperson’s proposed list of cases and hearing schedule(s) to raise any objections thereto.
 - (3) If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any time prior to the scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of Disputes of the Office of Collective Bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.

- (4) No case shall be submitted to the expedited arbitration process without the mutual agreement of the parties.

ii. **CONDUCT OF HEARINGS:**

- (1) The presentation of the case, to the extent possible, shall be made in the narrative form. To the degree that witnesses are necessary, examination will be limited to questions of material fact and cross examination will be similarly limited. Submission of relevant documents, etc., will not be unreasonably limited and may be submitted as a “packet” exhibit.
- (2) In the event either party is unable to proceed with hearing a particular case, the case shall be rescheduled. However, only one adjournment shall be permitted. In the event that either party is unable to proceed on a second occasion, a default judgment may be entered against the adjourning party at the Arbitrator’s discretion absent good cause shown.
- (3) The Arbitrator shall not be precluded from attempting to assist the parties in settling a particular case.
- (4) A decision will be issued by the Arbitrator within two weeks. It will not be necessary in the Award to recount any of the facts presented. However, a brief explanation of the Arbitrator’s rationale may be included. Bench decisions may also be issued by the Arbitrator.
- (5) Decisions in this expedited procedure shall not be considered as precedent for any other case nor entered into evidence in any other forum or dispute except to enforce the Arbitrator’s award.
- (6) The parties shall, whenever possible, exchange any documents intended to be offered in evidence at least one week in advance of the first hearing date and shall endeavor to stipulate to the issue in advance of the hearing date.

ARTICLE VII - BULLETIN BOARDS: EMPLOYER FACILITIES

The Union may post notices on bulletin boards in places and locations where notices usually are posted by the Employer for the employees to read. All notices shall be on Union stationery, and shall be used only to notify employees of matters pertaining to Union affairs. Upon request to the responsible official in charge of a work location, the Union may use Employer premises for meetings during employees’ lunch hours, subject to availability of appropriate space and provided such meetings do not interfere with the Employer’s business.

ARTICLE VIII - NO STRIKES

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

ARTICLE IX - CITYWIDE ISSUES

This Agreement is subject to the provisions, terms and conditions of the Agreement which has been or may be negotiated between the City and the Union recognized as the exclusive collective bargaining representative on Citywide matters which must be uniform for specified employees, including the employees covered by this Agreement.

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

ARTICLE X - UNION ACTIVITY

Time spent by employee representatives in the conduct of labor relations with the City and on Union activities shall be governed by the terms of Executive Order No. 75, as amended, dated March 22, 1973, entitled "Time Spent on the Conduct of Labor Relations between the City and Its employees and on Union Activity" or any other applicable Executive Order.

ARTICLE XI - LABOR-MANAGEMENT COMMITTEE

Section 1.

The Employer and the Union, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a labor-management committee in each of the agencies having at least fifty employees covered by this Agreement.

Section 2.

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

Section 3.

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

shall alternate between the members designated by the agency head and the members designated by the Union. A quorum shall consist of a majority of the total membership of a committee. A committee shall make its recommendations to the agency head in writing.

Section 4.

The labor-management committee shall meet at the call of either the Union members or the Employer members at times mutually agreeable to both parties. At least one week in advance of a meeting the party calling the meeting shall provide, to the other party, a written agenda of matters to be discussed. Minutes shall be kept and copies supplied to all members of the committee.

ARTICLE XII - FINANCIAL EMERGENCY ACT

The provisions of this Agreement are subject to applicable provisions of law, including the New York State Financial Emergency Act for the City of New York as amended.

ARTICLE XIII - APPENDICES

The Appendix or Appendices, if any, attached hereto and initialed by the undersigned shall be deemed a part of this Agreement as if fully set forth herein.

ARTICLE XIV - SAVINGS CLAUSE

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

ARTICLE XV - CONTRACTING-OUT CLAUSE

The problem of "Contracting Out" or "Farming Out" of work normally performed by personnel covered by this Agreement shall be referred to the Labor-Management Committee as provided for in Article XI of this Agreement.

WHEREFORE, we have hereunto set our hands and seals this 30th day of March 2012

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

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

BY: *James F. Hanley*
JAMES F. HANLEY
Commissioner of Labor Relations

BY: *Lillian Roberts*
LILLIAN ROBERTS
Executive Director

**FOR THE NEW YORK CITY
HEALTH AND HOSPITALS CORPORATION**

BY: *Salvatore J. Russo*
SALVATORE J. RUSSO
Senior Vice President and General Counsel

APPROVED AS TO FORM:

BY: *Paul T. Rephen*
PAUL T. REPHEN
Acting Corporation Counsel

SUBMITTED TO THE FINANCIAL CONTROL BOARD:

DATE: _____

UNIT: Accounting and EDP

TERM: March 3, 2008 to March 2, 2010

OFFICE OF LABOR RELATIONS REGISTRATION	
OFFICIAL	CONTRACT
NO: <u>12003</u>	DATE: <u>March 30, 2012</u>

APPENDIX A
Longevity Increment Eligibility Rules

The following rules shall govern the eligibility of employees for the longevity increments provided for in Article III, Section 9 of the *2008-2010 Accounting and EDP Agreement*:

1. Only service in pay status shall be used to calculate the 15 years of service, except that for other than full time per annum employees only a continuous year of service in pay status shall be used to calculate the 15 years of service. A continuous year of service shall be a full year of service without a break of more than 31 days. Where the regular and customary work year for a title is less than a twelve month year, such as a school year, such regular and customary year shall be credited as a continuous year of service counting towards the 15 years of service. If the normal work year for an employee is less than the regular and customary work year for the employee's title, it shall be counted as a continuous year of service if the employee has customarily worked that length work year and the applicable agency verifies that information.
2. Service in pay status prior to any breaks in service of more than one year shall not be used to calculate the 15 years of service. Where an employee has less than seven years of continuous service in pay status, breaks in service of less than one year shall be aggregated. Where breaks in service aggregate to more than one year they shall be treated as a break in service of more than one year and the service prior to such breaks and the aggregated breaks shall not be used to calculate the 15 years of service. No break used to disqualify service shall be used more than once.
3. The following time in which an employee is not in pay status shall not constitute a break in service as specified in paragraph 2 above:
 - a. Time on a leave approved by the proper authority which is consistent with the Rules and Regulations of the New York City Personnel Director or the appropriate personnel authority of a covered organization.
 - b. Time prior to a reinstatement.
 - c. Time on a preferred list pursuant to Civil Service Law Sections 80 and 81 or any similar contractual provision.
 - d. Time not in pay status of 31 days or less.

Notwithstanding the above, such time as specified in subsections a, b and c above shall not be used to calculate the 15 years of service.

4. Once an employee has completed the 15 years of "City" service in pay status and is eligible to receive the \$800 longevity increment, the \$800 shall become part of the employee's base rate for all purposes except as provided in paragraph 5 below.
5. The \$800 longevity increment shall not become pensionable until fifteen months after the employee begins to receive such \$800 increment. Fifteen months after the employee begins to receive the \$800 longevity increment, such \$800 longevity increment shall become pensionable and as part of the employee's base rate, the \$800 longevity increment shall be subject to the general increases provided in Article III, Section 3a of this Agreement.

APPENDIX B

Recurring Increment Payment Eligibility Rules

The following rules shall govern the eligibility of Employees for the Recurring Increment Payment (“RIP”) provided for in Article III, Section 13 of the 2008-2010 Accounting and EDP Unit Agreement.

1. Only service in pay status shall be used to calculate the qualifying years of service. A continuous year of service shall be a full year of service without a break of more than 31 days. Where the regular and customary work year for a title is less than a twelve month year, such as a school year, such regular and customary year shall be credited as a continuous year of service counting towards the qualifying years of service. If the normal work year for an employee is less than the regular and customary work year for the employee’s title, it shall be counted as a continuous year of service if the employee has customarily worked that length work year and the applicable agency verifies that information

2. Part-time employees shall be ineligible to receive RIPs, but prior part-time service shall be credited to full-time employees on a pro rata basis, provided all other terms and conditions set forth herein are met.
 - a. An employee must have regularly worked at least one half the regular hours of full time employees in the same title or if no full-time equivalent title exists then at least 17-1/2 hours for white collar positions or 20 hours for blue collar positions.

 - b. Such part time service shall be prorated by dividing the number of hours worked per week by a part-time employee by the number of hours worked per week by a full-time employee in the same title. If no full-time equivalent title exists then the divisor shall be 35 hours for white collar positions or 40 hours for blue collar positions.

3. Service in pay status prior to a break in service of more than one year shall *not* be used to calculate the qualifying years of service.

4. The following time in which an Employee is not in pay status shall not constitute a break in service, but such time shall *not* be used to calculate the qualifying years of service:

a. time on a leave approved by the proper authority which is consistent with the Personnel Rules and Regulations of the City of New York or the appropriate personnel authority of a covered organization,

b. time prior to a reinstatement,

c. time on a preferred or recall list, and

d. time not in pay status of 31 days or less.

5. RIPS shall be considered a salary adjustment for the purposes of Article III, Section 1(d) of this Agreement and the maximum salary of an eligible title shall not constitute a bar to the payment thereof.

6. Once an Employee has qualified for a RIP and is receiving it, the RIP shall become part of the Employee's base rate and included in calculating all salary based payments, except as provided in paragraph 7 below. Any future negotiated general increases shall be applied to RIPS.

7. A RIP shall not become pensionable until two years after the Employee begins to receive such RIP.



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

JAMES F. HANLEY
 Commissioner

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

RE: Applicability of Contractual Disciplinary Procedures to the District Attorneys

Dear Ms. Roberts:

This is to confirm our mutual understanding regarding the applicability of the disciplinary procedures set forth in Article VI of various DC 37 Unit Agreements to the five District Attorneys' Offices.

1. It is understood that pursuant to their modified elections concerning coverage under the New York City Collective Bargaining Law, the five District Attorneys' Offices have elected not to be bound by the disciplinary procedures set forth in Article VI of DC 37 Unit Agreements. Therefore, said disciplinary provisions shall not apply to the employees of the District Attorneys' Offices.
2. It is further understood that disciplinary procedures are a mandatory subject of bargaining for non-exempt, non-confidential employees of the five District Attorneys' Offices.
3. This letter shall be deemed an appendix to all applicable DC 37 Unit Agreements. The terms set forth herein shall remain in force until the termination date of the applicable unit agreement, except as may be modified by any successor agreement(s) hereto approved by the District Attorneys' Offices, collectively or individually.

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

Sincerely,

 JAMES F. HANLEY

AGREED OF BEHALF OF
 DC-37 AFSCME, AFL-CIO

BY: 
 LILLIAN ROBERTS

Dated: March 30, 2012