



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

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

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES
FROM: JAMES F. HANLEY, COMMISSIONER *James F. Hanley*
SUBJECT: EXECUTED CONTRACT: PUBLIC INFORMATION & HEALTH TITLES
TERM: SEPTEMBER 13, 2008 TO SEPTEMBER 25, 2010

Attached for your information and guidance is a copy of the executed contract entered into by the Commissioner of Labor Relations and the Health and Hospitals Corporation on behalf of the City of New York and Local 237, International Brotherhood of Teamsters, AFL-CIO on behalf of the incumbents of positions listed in Article I of said contract.

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

DATED: JUL 13 2009

OFFICE OF LABOR RELATIONS	
REGISTRATION	
OFFICIAL	CONTRACT
NO:	DATE:
10003	JUL 13 2009

Local 237, IBT
2008-2010 Public Information and Health Titles

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Local 237, IBT
2008-2010 Public Information and Health Titles

AGREEMENT entered into this 13th day of July, 2009, by and between the **City of New York** and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf and the **New York City Health and Hospitals Corporation** (hereinafter referred to jointly as the "Employer"), and **Local 237, International Brotherhood of Teamsters, AFL-CIO** (hereinafter referred to as the "Union"), for the period from September 13, 2008 to September 25, 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):

51175	ASSISTANT DIRECTOR OF BUREAU OF PUBLIC HEALTH EDUCATION
60816	ASSOCIATE PUBLIC INFORMATION SPECIALIST
12303*	EDITORIAL ASSISTANT
60805*	INFORMATION ASSISTANT
90610, 906100	PHOTOGRAPHER
93049	PHOTOGRAPHER (RULE X)
51110, 511100	PUBLIC HEALTH EDUCATOR
51105	PUBLIC HEALTH EDUCATION TRAINEE
60810*	PUBLIC RELATIONS ASSISTANT
55015	SENIOR INTERGROUP RELATIONS OFFICER
90635, 906350	SENIOR PHOTOGRAPHER
51135, 511350	SENIOR PUBLIC HEALTH EDUCATOR
60818	SUPERVISOR OF TRAFFIC SAFETY EDUCATION

*present incumbents only

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Effective December 4, 2007, as referred to in OCB Decision # 16-2007, the titles listed below are included in Certificate No. 62C-75:

966110, 966120	Associate Radiographer
966310, 966320	Assoc. Supervisory Radiographer
005050	Assoc. Ultrasound Technologist
513120	Electrocardiograph Technician
513130	Electroencephalograph Tech.
964310, 964320	Nuclear Medicine Technologist
004890	Radiographer
001600	Sr. Electrocardiograph Tech.
004910	Sprvsg. Nucl. Medicine Technlgst
966950, 966960	Ultrasound Technologist
51310	X-ray Technician

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 Check-Off of Union Dues and Agency Shop Fees".
- b. Any Employee may consent in writing to the authorization of the deduction of dues from 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.

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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, 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 annual salary.

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

Section 2.

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

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a. Effective October 10, 2008

TITLE	i. Minimum*		ii. Maximum Rate	
	(1) Hiring* Rate	(2) Incumbent Rate		
ASST. DIR. OF BUREAU OF PUB. HEALTH EDUC.	\$50,496	\$57,060	\$68,781	
ASSOC. PUBLIC INFORMATION SPECIALIST	\$45,520	\$51,438	\$64,277	
ASSOCIATE RADIOGRAPHER ***				
LEVEL I	\$43,577	\$49,242	\$50,364	
LEVEL II	\$46,219	\$52,228	\$53,710	
ASSOC. SUPERVISORY RADIOGRAPHER***				
LEVEL I	\$48,858	\$55,209	\$57,462	
LEVEL II	\$52,821	\$59,688	\$65,625	
ASSOC. ULTRASOUND TECHNOLOGIST ***	\$55,292	\$62,480	\$68,727	
EDITORIAL ASSISTANT	\$28,140	\$31,798	\$35,095	
ELECTROCARDIOGRAPH TECHNICIAN	\$30,929	\$34,950	\$41,098	
ELECTROENCEPHALOGRAPH TECH. **	\$32,802	\$37,066	\$42,528	
INFORMATION ASSISTANT	\$26,517	\$29,964	\$44,419	
NUCLEAR MEDICINE TECHNOLOGIST ***				
LEVEL I	\$39,130	\$44,217	\$45,339	
LEVEL II	\$42,043	\$47,509	\$48,630	
PHOTOGRAPHER	\$36,075	\$40,765	\$49,918	
PUBLIC HEALTH NUCLEAR MEDICINE TECHNOLOGIST ***	\$36,075	\$40,765	\$49,918	
	LEVEL I	\$43,459	\$49,109	\$56,574
	LEVEL II	\$49,644	\$56,098	\$65,251
	LEVEL III	\$50,496	\$57,060	\$68,781
PUBLIC HEALTH EDUCATION TRAINEE	\$36,075	\$40,765	Flat Rate	
PUBLIC RELATIONS ASSISTANT	\$30,804	\$34,808	\$55,691	
SR. INTERGROUP RELATIONS OFFICER	\$37,846	\$42,766	\$59,848	
RADIOGRAPHER ***	\$40,935	\$46,257	\$47,382	
SR. ELECTROCARDIOGRAPH TECH. **	\$33,801	\$38,195	\$45,422	
SENIOR PHOTOGRAPHER	\$40,977	\$46,304	\$62,354	
SENIOR PUBLIC HEALTH EDUCATOR	\$49,644	\$56,098	\$65,251	
SPRVSR. OF TRAFFIC SAFETY EDUCATION	\$35,435	\$40,041	\$61,235	
SPRVSG. NUCL. MEDICINE TECHNLGST***	\$44,904	\$50,741	\$52,893	
ULTRASOUND TECHNOLOGIST ***				
LEVEL I	\$44,519	\$50,307	\$54,853	
LEVEL II	\$48,828	\$55,176	\$61,667	

PUBLIC INFORMATION AND HEALTH

5 TERM: SEPTEMBER 13, 2008 to SEPTEMBER 25, 2010

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X-RAY TECHNICIAN ***

LEVEL I	\$40,935	\$46,257	\$47,382
LEVEL II	\$43,577	\$49,242	\$50,364
LEVEL III	\$48,858	\$55,209	\$57,462

* See Article III, Section 4 (New Hires)

** An additional amount of \$956 is to be paid to employees in the titles of Electroencephalograph Technician and Sr. Electroencephalograph Technician after one year of service.

*** Each appointment to this position above the 10/10/09 hiring rate will be handled on a case by case basis.

b. Effective October 10, 2008 (second year rate)

TITLE	i. Minimum*		ii. Maximum Rate
	(1) Hiring** Rate	(2) Incumbent Rate	
ASST. DIR. OF BUREAU OF PUB. HEALTH EDUC.	\$51,873	\$57,060	\$68,781
ASSOC. PUBLIC INFORMATION SPECIALIST	\$46,762	\$51,438	\$64,277
ASSOCIATE RADIOGRAPHER ***			
LEVEL I	\$44,765	\$49,242	\$50,364
LEVEL II	\$47,480	\$52,228	\$53,710
ASSOC. SUPERVISORY RADIOGRAPHER ***			
LEVEL I	\$50,190	\$55,209	\$57,462
LEVEL II	\$54,262	\$59,688	\$65,625
ASSOC. ULTRASOUND TECHNOLOGIST***	\$56,800	\$62,480	\$68,727
EDITORIAL ASSISTANT	\$28,907	\$31,798	\$35,095
ELECTROCARDIOGRAPH TECHNICIAN	\$31,773	\$34,950	\$41,098
ELECTROENCEPHALOGRAPH TECH. **	\$33,696	\$37,066	\$42,528
INFORMATION ASSISTANT	\$27,240	\$29,964	\$44,419
NUCLEAR MEDICINE TECHNOLOGIST***			
LEVEL I	\$40,197	\$44,217	\$45,339
LEVEL II	\$43,190	\$47,509	\$48,630
PHOTOGRAPHER	\$37,059	\$40,765	\$49,918
PHOTOGRAPHER (RULE X)	\$37,059	\$40,765	\$49,918
PUBLIC HEALTH EDUCATOR			

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	LEVEL I	\$44,645	\$49,109	\$56,574
	LEVEL II	\$50,998	\$56,098	\$65,251
	LEVEL III	\$51,873	\$57,060	\$68,781
PUBLIC HEALTH EDUCATION TRAINEE		\$37,059	\$40,765	Flat Rate
PUBLIC RELATIONS ASSISTANT		\$31,644	\$34,808	\$55,691
SR. INTERGROUP RELATIONS OFFICER		\$38,878	\$42,766	\$59,848
RADIOGRAPHER ***		\$42,052	\$46,257	\$47,382
SR. ELECTROCARDIOGRAPH TECH. **		\$34,723	\$38,195	\$45,422
SENIOR PHOTOGRAPHER		\$42,095	\$46,304	\$62,354
SENIOR PUBLIC HEALTH EDUCATOR		\$50,998	\$56,098	\$65,251
SPRVSR. OF TRAFFIC SAFETY EDUCATION		\$36,401	\$40,041	\$61,235
SPRVSG. NUCL. MEDICINE TECHN LGST***		\$46,128	\$50,741	\$52,893
ULTRASOUND TECHNOLOGIST ***				
	LEVEL I	\$45,734	\$50,307	\$54,853
	LEVEL II	\$50,160	\$55,176	\$61,667
X-RAY TECHNICIAN ***				
	LEVEL I	\$42,052	\$46,257	\$47,382
	LEVEL II	\$44,765	\$49,242	\$50,364
	LEVEL III	\$50,190	\$55,209	\$57,462

c. Effective October 10, 2009

TITLE	i. Minimum*		ii. Maximum Rate	
	(1) Hiring** Rate	(2) Incumbent Rate		
ASST. DIR. OF BUREAU OF PUB. HEALTH EDUC.	\$52,515	\$59,342	\$71,532	
ASSOC. PUBLIC INFORMATION SPECIALIST	\$47,342	\$53,496	\$66,848	
ASSOCIATE RADIOGRAPHER ***				
	LEVEL I	\$45,320	\$51,212	\$52,379
	LEVEL II	\$48,068	\$54,317	\$55,858
ASSOC. SUPERVISORY RADIOGRAPHER ***				
	LEVEL I	\$50,812	\$57,417	\$59,760
	LEVEL II	\$54,935	\$62,076	\$68,250
ASSOC. ULTRASOUND TECHNOLOGIST ***	\$57,504	\$64,979	\$71,476	
EDITORIAL ASSISTANT	\$29,265	\$33,070	\$36,499	
ELECTROCARDIOGRAPH TECHNICIAN	\$32,166	\$36,348	\$42,742	
ELECTROENCEPHALOGRAPH TECH. **	\$34,114	\$38,549	\$44,229	
INFORMATION ASSISTANT	\$27,578	\$31,163	\$46,196	
NUCLEAR MEDICINE TECHNOLOGIST***				

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LEVEL I	\$40,696	\$45,986	\$47,153
LEVEL II	\$43,725	\$49,409	\$50,575
PHOTOGRAPHER	\$37,519	\$42,396	\$51,915
PHOTOGRAPHER (RULE X)	\$37,519	\$42,396	\$51,915
PUBLIC HEALTH EDUCATOR			
LEVEL I	\$45,197	\$51,073	\$58,837
LEVEL II	\$51,630	\$58,342	\$67,861
LEVEL III	\$52,515	\$59,342	\$71,532
PUBLIC HEALTH EDUCATION TRAINEE	\$37,519	\$42,396	Flat Rate
PUBLIC RELATIONS ASSISTANT	\$32,035	\$36,200	\$57,919
SR. INTERGROUP RELATIONS OFFICER	\$39,360	\$44,477	\$62,242
RADIOGRAPHER ***	\$42,573	\$48,107	\$49,277
SR. ELECTROCARDIOGRAPH TECH. **	\$35,153	\$39,723	\$47,239
SENIOR PHOTOGRAPHER	\$42,616	\$48,156	\$64,848
SENIOR PUBLIC HEALTH EDUCATOR	\$51,630	\$58,342	\$67,861
SPRVSR. OF TRAFFIC SAFETY EDUCATION	\$36,852	\$41,643	\$63,684
SPRVSG. NUCL. MEDICINE TECHNLGST ***	\$46,700	\$52,771	\$55,009
ULTRASOUND TECHNOLOGIST ***			
LEVEL I	\$46,300	\$52,319	\$57,047
LEVEL II	\$50,781	\$57,383	\$64,134
X-RAY TECHNICIAN ***			
LEVEL I	\$42,573	\$48,107	\$49,277
LEVEL II	\$45,320	\$51,212	\$52,379
LEVEL III	\$50,812	\$57,417	\$59,760

d. Effective October 10, 2009 (second year rate)

TITLE	i. Minimum*		ii. Maximum Rate
	(1) Hiring** Rate	(2) Incumbent Rate	
ASST. DIR. OF BUREAU OF PUB. HEALTH EDUC.	\$53,947	\$59,342	\$71,532
ASSOC. PUBLIC INFORMATION SPECIALIST	\$48,633	\$53,496	\$66,848
ASSOCIATE RADIOGRAPHER ***			
LEVEL I	\$46,556	\$51,212	\$52,379
LEVEL II	\$49,379	\$54,317	\$55,858
ASSOC. SUPERVISORY RADIOGRAPHER ***			
LEVEL I	\$52,197	\$57,417	\$59,760
LEVEL II	\$56,433	\$62,076	\$68,250

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ASSOC. ULTRASOUND TECHNOLOGIST ***	\$59,072	\$64,979	\$71,476
EDITORIAL ASSISTANT	\$30,064	\$33,070	\$36,499
ELECTROCARDIOGRAPH TECHNICIAN	\$33,044	\$36,348	\$42,742
ELECTROENCEPHALOGRAPH TECH. **	\$35,045	\$38,549	\$44,229
INFORMATION ASSISTANT	\$28,330	\$31,163	\$46,196
NUCLEAR MEDICINE TECHNOLOGIST ***			
LEVEL I	\$41,805	\$45,986	\$47,153
LEVEL II	\$44,917	\$49,409	\$50,575
PHOTOGRAPHER	\$38,542	\$42,396	\$51,915
PHOTOGRAPHER (RULE X)	\$38,542	\$42,396	\$51,915
PUBLIC HEALTH EDUCATOR			
	LEVEL I	\$46,430	\$51,073
	LEVEL II	\$53,038	\$58,342
	LEVEL III	\$53,947	\$59,342
PUBLIC HEALTH EDUCATION TRAINEE	\$38,542	\$42,396	Flat Rate
PUBLIC RELATIONS ASSISTANT	\$32,909	\$36,200	\$57,919
SR. INTERGROUP RELATIONS OFFICER	\$40,434	\$44,477	\$62,242
RADIOGRAPHER ***	\$43,734	\$48,107	\$49,277
SR. ELECTROCARDIOGRAPH TECH. **	\$36,112	\$39,723	\$47,239
SENIOR PHOTOGRAPHER	\$43,778	\$48,156	\$64,848
SENIOR PUBLIC HEALTH EDUCATOR	\$53,038	\$58,342	\$67,861
SPRVSR. OF TRAFFIC SAFETY EDUCATION	\$37,857	\$41,643	\$63,684
SPRVSG. NUCL. MEDICINE TECHNLOGST***	\$47,974	\$52,771	\$55,009
ULTRASOUND TECHNOLOGIST ***			
LEVEL I	\$47,563	\$52,319	\$57,047
LEVEL II	\$52,166	\$57,383	\$64,134
X-RAY TECHNICIAN ***			
LEVEL I	\$43,734	\$48,107	\$49,277
LEVEL II	\$46,556	\$51,212	\$52,379
LEVEL III	\$52,197	\$57,417	\$59,760

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Section 3. General Wage Increases

- a. The general increase, effective as indicated, shall be:
 - i. Effective October 10, 2008, Employees shall receive a general increase of 4.00 %.
 - ii. Effective October 10, 2009, Employees shall receive a general increase of 4.00 %.
 - iii. Part-time per annum, per session, hourly paid and part-time per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in Sections 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. i. and 3 a. ii. 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 October 9, 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 October 9, 2009.
- c.
 - i. The general increases provided for in this Section 3 a. i. and 3 a. ii. shall be applied to the base rates, incremental salary levels and the minimum "hiring rates", minimum "incumbent rates" and maximum rates (including levels), if any, fixed for the applicable titles, except that the general increases shall not be applied to the longevity increment provided in Article III Section 10 a. of this Agreement.
 - ii. The general increases provided for in this Section 3 a. i. and 3 a. ii. shall not be applied to the following "additions to gross": uniform allowances, assignment differentials, advancement increases and assignment (level) increases.

Section 4. New Hires

- a. The following provisions shall apply to Employees newly hired on or after September 13, 2008:
 - i. During the first year of service, the "appointment rate" for a newly hired employee shall be thirteen percent (13%) less than the applicable "incumbent minimum" for said title that is in effect on the date of such appointment.

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- ii. Upon completion of one (1) year of service, such employees shall be paid ten percent (10%) less than the indicated "incumbent minimum" for the applicable title that is in effect on the one (1) year anniversary of their original date of appointment.
 - iii. Upon completion of two (2) years of service, such employees shall be paid the indicated "incumbent minimum" for the applicable title that is in effect on the two (2) year anniversary of their original date of appointment.
- b.** For the purposes of Sections 4(a) and 4(c), employees 1) who were in active pay status before September 13, 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), 2(b)(i)(2), 2(c)(i)(2) and 2(d)(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.
- c. i.** For a title subject to an incremental pay plan, the employee shall be paid the appropriate increment based upon the employee's length of service. Section 2 of this Article III reflects the correct amounts and has been adjusted in accordance with the provisions of Section 3(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.

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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 (a).

Section 5.

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

A person permanently employed by the Employer who is appointed or promoted on a permanent, provisional, or temporary basis in accordance with Title 59, Appendix A of the Rules of the City of New York (City Personnel Director Rules) or, where Title 59, Appendix A is inapplicable 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:

<u>Title</u>	<u>Effective Date</u>
ASST. DIRECTOR OF BUREAU OF PUBLIC HEALTH EDUCATION	9/13/08 \$922
PUBLIC RELATIONS ASSISTANT	\$1,119
SENIOR PHOTOGRAPHER	\$883
SENIOR PUBLIC HEALTH EDUCATOR	\$999
SUPERVISOR OF TRAFFIC SAFETY EDUCATION	\$961

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9/13/08

Associate Radiographer, Level I	\$846
Associate Supervisory Radiographer, Level I	\$922
Nuclear Medicine Technologist	\$869
Senior EKG Technician	\$846
Supervising Nuclear Medicine Technologist	\$942

9/13/08

Associate Radiographer, Level II	\$922
Associate Supervisory Radiographer, Level II	\$1,082
X-Ray Technician Level II	\$846
X-Ray Technician Level III	\$999

Section 9. Tuition Reimbursement

Reimbursement for tuition shall be provided for satisfactory completion of courses or workshops approved by the Head of the employing agency for courses or other job-related subjects in a sum not to exceed \$600 per annum for employees in the titles listed below. Eligibility for such reimbursement shall not begin prior to the completion of at least one year of service.

Eligible Titles

- Associate Supervising Radiographer
- Associate Radiographer
- Associate Ultrasound Technologist
- EEG Technician
- EKG Technician
- Nuclear Medicine Technologist
- Radiographer
- Senior EKG Technician
- Supervising Nuclear Medicine Technologist
- Ultrasound Technologist
- X-Ray Technician

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Section 8. Assignment Differential

a. An assignment differential in the pro-rated annual amount indicated below shall continue to be paid to any Photographer or Senior Photographer regularly assigned to perform and to instruct designated City personnel in medical photo-micrography and photo-macrography. The payment of such differential shall continue only during the period of such assignment. The payment of such differential and any specified assignment on which it may be based shall not be construed as an advancement to any higher title, and any such assignment is revocable at any time. In the event that an affected Employee is removed from such assignment the assignment differential shall be discontinued.

Effective
9/13/08
\$963

b. EKG Technician

A pro-rated annual differential in the amount stated below shall be provided for each EKG Technician designated in charge of an Electrocardiograph Laboratory in which three (3) subordinate EKG Technicians are regularly employed:

<u>Effective Date</u>	<u>Annual Amount</u>
9/13/08	\$784

Section 9. Uniform Allowance

a. A uniform allowance in the below-listed pro-rated annual amount shall be paid to each Employee in the title Photographer and Senior Photographer:

Effective
9/13/08
\$134

b. Where a full uniform is required by the hospital or agency and the same is not supplied, an annual allowance in the amount specified below shall be provided for the titles listed below as follows:

<u>Eligible Titles</u>	<u>Annual Amount</u>
EEG Technician	<u>9/13/08</u> \$387
EKG Technician	\$387
Sr. EKG Technician	\$387

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Section 10. Longevity Increment

- a. Employees with 15 years or more of City service in pay status who are not already eligible for a longevity differential or service increment established by the Salary Review or Equity Panel shall receive a longevity increment of \$500 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.
- c. The provisions of Section 3 (c)(ii) of this Agreement shall not apply to the longevity increment set forth in this Section 10.

Section 11. Annuity Fund

- a. The Employer shall continue to contribute to an existing annuity on behalf of covered full-time per annum and full-time per diem employees, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each paid working day which amount shall not exceed \$1,189.51 for each Employee in full pay status in the prescribed twelve (12) month period subject to the terms of a signed supplemental agreement approved by the Corporation Counsel. For covered Employees who work less than the number of hours for their full-time equivalent title, the Employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rated daily contribution calculated against the number of hours associated with their full time equivalent title, which amount shall not exceed \$678 per annum for each Employee in full pay status in the prescribed twelve (12) month period.
- b. For Employees who work a compressed work week, the Employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each set of paid working hours which equate to the daily number of hours that title is regularly scheduled to work, which amount shall not exceed \$1,189.51 for each Employee in full-pay status in the prescribed twelve (12) month period.
- c.
 - i. For the purpose of Section 12 (c), excluded from paid working days are all scheduled days off, all days in non-pay status, and all paid overtime.
 - ii. "All days in non-pay status" as used in this Section 12(c) shall be defined as including, but not limited to, the following:
 - (a) time on preferred or recall lists;
 - (b) time on the following approved unpaid leaves:
 - (i) maternity/childcare leave;
 - (ii) military leave;

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- (iii) unpaid time while on jury duty;
- (iv) unpaid leave for union business pursuant to Executive Order 75;
- (v) unpaid leave pending workers' compensation determination;
- (vi) unpaid leave while on workers' compensation option 2;
- (vii) approved unpaid time off due to illness or exhaustion of paid sick leave;
- (viii) approved unpaid time off due to family illness; and
- (ix) other pre-approved leaves without pay;
- (c) time while on absence without leave;
- (d) time while on unapproved leave without pay; or
- (e) time while on unpaid suspensions.

d. DEFINITIONS:

scheduled days off shall mean: An Employee's regular days off ("RDOs). For example, Saturday and Sunday would be the scheduled days off for a full-time per annum Employee working a Monday through Friday schedule.

ARTICLE IV - WELFARE FUND

Section 1.

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

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

Section 2.

The Union agrees 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.

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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 a provisional Employee who has served continuously for two years in the same or similar title or related occupational group in the same agency.

Section 2.

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

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

All grievances must be presented in writing at all steps in the grievance procedure. For all grievances as defined in Section 1.(c), no monetary award shall in any event cover any period prior to the date of the filing of the **Step I** grievance unless such grievance has been filed within thirty (30) days of the assignment to alleged out-of-title work. No monetary award for a grievance 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 1.a. through 1.c. of this Article and shall be applied prior to Step II of this Section:*

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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. An 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 I** 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**. An 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.

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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 or any rule, regulation, written policy or order mentioned in Section 1 of this Article. 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(s) and the Union to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

Section 4.

- 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.

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Section 5.

In any case involving a grievance under Section I.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

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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 1(g) 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.

STEP B (i) If the Employee is not satisfied with the determination at **STEP A** above, then the Employee may choose to proceed in accordance with the Grievance Procedure set forth in this Agreement through **STEP III**. The Union, with the consent of the Employee, shall have the right to proceed to binding arbitration pursuant to **STEP IV** of such Grievance Procedure. The period of an Employee's suspension without pay pending hearing and determination of charges shall not exceed thirty (30) days.

STEP B (ii) An appeal from the determination of **STEP A** above shall be made to the agency head or designated representative. The appeal must be made in writing within five (5) work days of the receipt of the determination. The agency head or designated representative shall meet with the Employee 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

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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 7.

A grievance concerning a large number of Employees and which concerns a claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this Agreement may be filed directly at **STEP III** of the grievance procedure 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 8.

If a determination satisfactory to the Union at any level of the Grievance Procedure is not implemented within a reasonable time, the Union may re-institute the original grievance at **STEP III** of the Grievance Procedure; or if a satisfactory **STEP III** determination has not been so implemented, the Union may institute a grievance concerning such failure to implement at **STEP IV** of the Grievance Procedure.

Section 9.

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

Section 10.

The Employer shall notify the Union in writing of all grievances filed by Employees, all grievance hearings, and all determinations. The Union shall have the right to have a representative present at any grievance hearing and shall be given forty-eight (48) hours notice of all grievance hearings.

Section 11.

Each of the steps in the Grievance Procedure, as well as time limits prescribed at each step of this Grievance Procedure, may be waived by mutual agreement of the parties.

Section 12.

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 13.

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.

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

ii. CONDUCT OF HEARINGS:

- (1) The presentation of the case, to the extent possible, shall be made in the narrative form. To the degree that witnesses are necessary, examination will be limited to questions of material fact and cross examination will be similarly limited. Submission of relevant documents, etc., will not be unreasonably limited and may be submitted as a packet exhibit.

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- (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.

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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 (50) 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.

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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.

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WHEREFORE, we have hereunto set our hands and seals this 13th day of July, 2009

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

FOR LOCAL 237, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO

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

BY: Gregory Floyd
GREGORY FLOYD
President

FOR THE NEW YORK CITY HEALTH AND HOSPITALS CORPORATION

BY: Frank J. Cirillo
FRANK J. CIRILLO
Senior Vice President

OFFICE OF LABOR RELATIONS	
REGISTRATION	
OFFICIAL	CONTRACT
NO: <u>10002</u>	DATE: <u>JUL 13 2009</u>

APPROVED AS TO FORM:

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

DATE SUBMITTED TO THE FINANCIAL CONTROL BOARD: _____, 2009.

UNIT: Public Information and Health Titles

TERM: September 13, 2008 to September 25, 2010

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 10, of the 2008-2010 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 City of New York** 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 \$500 longevity increment, the \$500 shall become part of the employee's base rate for all purposes.

10003



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

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

Gregory Floyd, President
 Local 237 IBT, AFL-CIO
 216 West 14th Street
 New York, New York 10011

RE: Applicability of Contractual Disciplinary Procedures to the District Attorneys

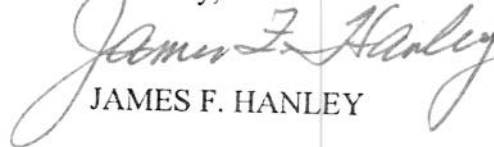
Dear Mr. Floyd:

This is to confirm our mutual understanding regarding the applicability of the disciplinary procedures set forth in Article VI of various Local 237 IBT Unit Agreements to the five District Attorneys' Offices.

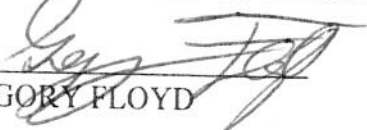
1. It is understood that pursuant to their modified elections concerning coverage under the New York City Collective Bargaining Law, the five District Attorneys' Offices have elected not to be bound by the disciplinary procedures set forth in Article VI of Local 237 IBT Unit Agreements. Therefore, said 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 Distinct Attorneys' Offices.
3. This letter shall be deemed an appendix to all applicable Local 237 IBT 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 LOCAL 237

BY 
 GREGORY FLOYD

DATED: _____, 2009

10008



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

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

September 11, 2008

Gregory Floyd, President
Local 237, IBT, AFL-CIO
216 West 14th Street
New York, NY 10011

Re: 2008-2010 Local 237 Agreement

Dear Mr. Floyd:

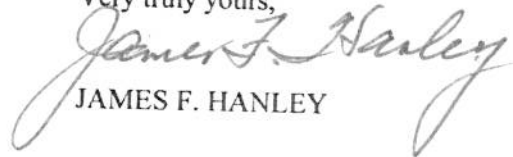
This is to confirm certain mutual understandings and agreements regarding the above captioned Agreement.

For the purposes of Section 2(a), "approved leave" is further defined to include:

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

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

Very truly yours,


JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF

Local 237

BY: 

Gregory Floyd
President

15003



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

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

September 11, 2008

Gregory Floyd, President
 Local 237, IBT, AFL-CIO
 216 West 14th Street
 New York, NY 10011

Re: 2008-2010 Local 237 Agreement

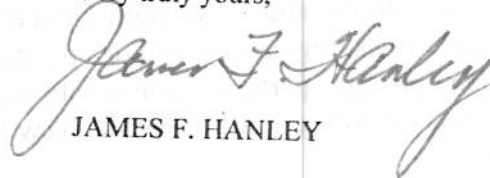
Dear Mr. Floyd:

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

1. Two labor-management committees will be established to discuss family and safety related matters.
2. The Citywide time and leave modifications effective July 1, 2004 shall not apply to the employees in this Unit Agreement.

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

Very truly yours,


 JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF
Local 237

BY: 
 Gregory Floyd
 President

10008



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

JAMES F. HANLEY

Commissioner

MARGARET M. CONNOR

First Deputy Commissioner

September 11, 2008

Gregory Floyd, President
International Brotherhood of Teamsters, Local 237
216 West 14th Street
New York, NY 10011-7296

Re: 2008-2010 Local 237 Agreement

Dear Mr. Floyd:

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

Residency

The parties agree to continue to support an amendment to Section 12-119 et seq. of the Administrative Code for the purpose of expanding permissible limits on residency to include the City of New York and Nassau, Westchester, Suffolk, Orange, Rockland or Putnam counties – with certain exceptions and limitations and except as may be prohibited by any other law requiring residency for appointment to certain positions including, but not limited to, the Public Officers Law – for employees covered by the terms of this Agreement.

Consistent with the above, Mayoral Directive 78-13, as amended July 26, 1978, and any other covered Employer's rules, regulations and/or operating procedures, shall be similarly modified to conform to the understanding of the parties. Upon enactment of legislation to implement the provisions herein, employees shall be subject to Section 1127 of the New York City Charter.

In the event that legislation substantially similar to that which was previously agreed to concerning the above referenced issue is passed for another similarly situated collective bargaining unit, and the substantially similar legislation does not include the members of IBT Local 237, the parties agree to jointly support similar legislation that would cover employees in IBT Local 237.

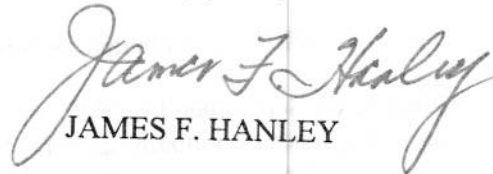
10003

NYCERS: Chapter 96 of the Laws of 1995

In the event that legislation substantially similar to that which was previously agreed to, as specified in the March 29, 2007 side letter of the Local 237 2006-2008 Agreement, concerning the above referenced issue is passed for another similarly situated collective bargaining unit, and the substantially similar legislation does not include the members of IBT Local 237, the parties agree to jointly support similar legislation, as specified in the March 29, 2007 side letter of the Local 237 2006-2008 Agreement, that would cover employees in IBT Local 237. The parties continue to agree that Local 237, IBT shall be included in any recommendations made, as specified in the March 29, 2007 side letter of the Local 237 2006-2008 Agreement, regarding the establishment of revised additional contribution rate(s) and other remedies for members of the New York City Employees' Retirement System (NYCERS) and the Board of Education Retirement System (BERS) associated with Chapter 96 of the Laws of 1995.

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

Very truly yours,


JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF Local 237

BY: _____
Gregory Floyd
President

10002



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

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

September 11, 2008

Gregory Floyd, President
International Brotherhood of Teamsters, Local 237
216 West 14th Street
New York, NY 10011-7296

Re: 2008-2010 Local 237 Agreement

Dear Mr. Floyd:

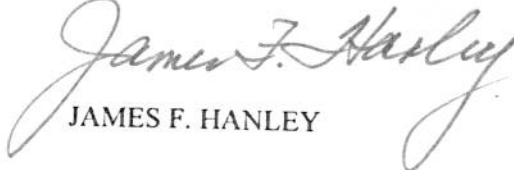
This is to confirm certain mutual understandings and agreements regarding the above captioned Agreement.

Effective on September 13, 2010, the bargaining unit shall have available funds not to exceed 0.25% to purchase recurring benefits, mutually agreed to by the parties, other than to enhance the general wage increases set forth in Section 2 a. i. and 2 a. ii. of the Local 237 MOA or the hiring rate for new employees set forth in Section 2 e. of the Local 237 MOA.

The funds available shall be based on the December 31, 2007 payroll, including spinoffs and pensions.


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

Very truly yours,


JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF Local 237

BY:


Gregory Floyd
President



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

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

September 11, 2008

Gregory Floyd, President
 Local 237, IBT
 216 West 14th Street
 New York, NY 10011

Re: 2008-2010 Local 237 Agreement

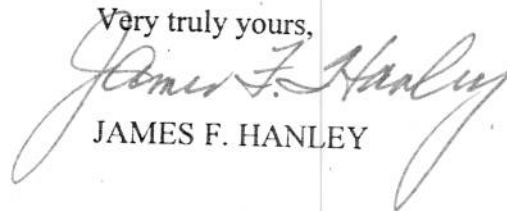
Dear Mr. Floyd:

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

Effective April 10, 2009, there shall be a one-time lump sum cash payment to the welfare fund in the amount of \$200.00 on behalf of each full-time active member and retiree who is receiving benefits on April 10, 2009.

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

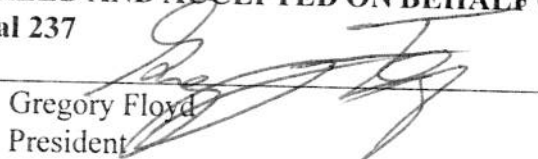
Very truly yours,


 JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF

Local 237

BY: _____


 Gregory Floyd
 President

10003

