



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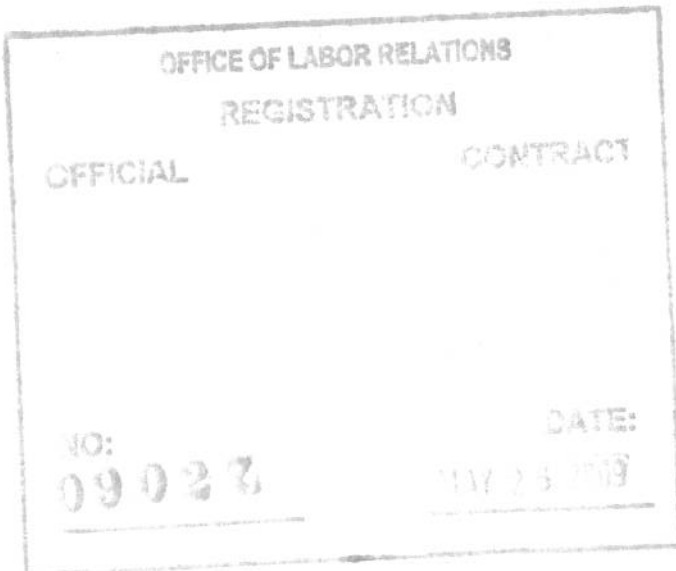
JAMES F. HANLEY
 Commissioner
MARGARET M. CONNOR
 First Deputy Commissioner

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES
 FROM: JAMES F. HANLEY, COMMISSIONER *James F. Hanley*
 SUBJECT: EXECUTED CONTRACT: METAL WORK MECHANICS
 TERM: MARCH 3, 2008 TO 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 Local Lodge No. 5 International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers & Helpers, 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: MAY 26 2009



Local Lodge No. 5
2008-2010 Metal Work Mechanic Agreement

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09027

**Local Lodge No. 5
2005-2008 Metal Work Mechanic Agreement**

AGREEMENT entered into this ^{26th} day of *May*, 2009 by and between the **City of New York** and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf (hereinafter referred to as the "**Employer**"), and **Local Lodge No. 5 International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers & Helpers, AFL-CIO** (hereinafter referred to as the "**Union**" or "**Local Lodge No. 5**"), for the three year period from **March 3, 2008 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, 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 the below listed title:

91225 Metal Work Mechanic

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.

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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**.

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 general increases and any other salary adjustments, are based upon a normal work week of 40 hours. An **employee** who works on a part-time per annum basis and who is eligible for any salary adjustments provided in this **Agreement** shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such **employee** and the number of hours in the said normal work week, unless otherwise specified.
- c. **Employees** who work on a per diem or hourly basis and who are eligible for any salary adjustment provided in this **Agreement** shall receive the appropriate pro-rata portion of such salary adjustment computed as follows, unless otherwise specified:

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

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

Section 2.

Employees in the following title shall be subject to the following specified salary:

Metal Work Mechanic

<u>Effective Date</u>	(a) <u>New Hire Rate*</u>	(b) <u>Incumbent Rate</u>
March 3, 2008	\$74,164	\$81,640
March 3, 2009	\$77,131	\$84,906

Note:

* Employees hired on or after 3/3/08 and 3/3/09 shall be paid the hiring rate then in effect on 3/3/08 and 3/3/09. Upon completion of two (2) years of active or qualified 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 Unit Agreement. In no case shall an employee receive less than the stated hiring rate.

Section 3:

A. General Wage Increase:

- i. Effective March 3, 2008, employees shall receive a general increase of 4 percent.
- ii. Effective March 3, 2009, employees shall receive a general increase of 4 percent.
- iii. Part-time per annum, per session, hourly paid and per diem employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in Sections 3(A)(i) (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 rate (i.e. salary) of the title in effect on March 2, 2008.
- ii. The general increase in Section 3(A)(ii) shall be based upon the base rate (i.e. salary) of the title in effect on March 2, 2009.

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Section 4. New Hires

a. The following provisions shall apply to Employees newly hired on or after March 3, 2008:

i. During the first two (2) years of service, the "appointment rate" for a newly hired employee shall be 10.08% less than the applicable "incumbent" rate for said title that is in effect on the date of such appointment as set forth in this *Agreement*. The general increases provided for in subsections 3(A)(i) and (ii) shall be applied to the "appointment rate."

ii. Upon completion of two (2) years of service such employees shall be paid the indicated "incumbent" rate for the applicable title that is in effect on the two (2) year anniversary of their original date of appointment as set forth in this *Agreement*.

b. For the purposes of Section 4(a) and 4(c), 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 "incumbent rate" set forth in section 2(b) 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.

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 V 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.
 - ii. Employees who change titles or levels before attaining two years of service will be

treated in the new title or level as if they had been originally appointed to said title or level on their original hiring date.

- d. The First Deputy Commissioner of Labor Relations may, after notification to the affected union(s), exempt certain hard to recruit titles from the provisions of 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.

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 Section 2 of this Article.

Section 7. Annuity Fund

- a. DEFINITIONS:

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

- b. Effective March 3, 2008 the employer shall continue to make contributions on behalf of covered employees which shall be remitted by the Employer to a mutually agreed upon annuity fund subject to the terms of a signed supplemental agreement approved by the Corporation Counsel.

- i. The employer shall continue to make payment into the fund 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 **\$2,197.62** per annum for each employee in full pay status in the prescribed twelve (12) month period.
- ii. For covered employees who work a compressed work week, the employer shall make additional payments 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 **\$2,197.62** per annum for each employee in full pay status in the prescribed twelve (12) month period.
- iii. For covered employees who work less than the number of hours for their full-time equivalent title, the employer shall make additional payments into the fund, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution calculated against the number of hours associated with their full-time equivalent title, which amount shall not exceed **\$2,197.62** per annum for each employee in full pay status in the prescribed twelve (12) month period.
 - iv. For those covered employees who are appointed on a seasonal basis, the employer shall make additional payments into the fund, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each paid working day, which amount shall not exceed **\$2,197.62** per annum for each employee in full pay status in the prescribed twelve (12) month period.
- c. For the purpose of Section 7(b), excluded from paid working days are all scheduled days off, all days in non-pay status, and all paid overtime. "All days in non-pay status: as used in this Section shall be defined as including, but not limited to, the following:
- i. time on preferred or recall lists;
 - ii. time on the following approved unpaid leaves;
 - (1) maternity/child care leave;
 - (2) military leave;
 - (3) unpaid time while on jury duty;
 - (4) unpaid leave for union business pursuant to Executive Order 75;
 - (5) unpaid leave pending workers' compensation determination;
 - (6) unpaid leave while on workers' compensation option 2;
 - (7) approved unpaid time off due to illness or exhaustion of paid sick leave;
 - (8) approved unpaid time off due to family illness; and
 - (9) other pre-approved leaves without pay;
 - iii. time while on absence without leave;
 - iv. time while on unapproved leave without pay; or time while on unpaid suspensions.

ARTICLE IV - WELFARE FUND

Section 1.

- a. In accordance with the election by the **Union** pursuant to the provisions of Article XIII of the *1995-01 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 *1995-01 Citywide Agreement* as amended between the City of New York and related public employers or any successor(s) thereto, the provisions of Article XIII, Section 1b 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**. In no case shall the single contribution provided in Article XIII, Section 1b of the *1995-01 Citywide Agreement* as amended or any successor(s) thereto, exceed the total amount that the **Union** would have been entitled to receive if the separate contributions had continued.

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.

ARTICLE V - GRIEVANCE PROCEDURE

Section 1. - Definition:

The term "*Grievance*" shall mean:

- a. A dispute concerning the application or interpretation of the terms of this **Agreement**;
- b. A claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the **Employer** applicable to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving the **Rules and Regulations of the New York City Personnel Director** 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 wrongful disciplinary action taken against a permanent **employee** covered by **Section 75(1) of the Civil Service Law** upon whom the agency head has served written charges of incompetency or misconduct while the **employee** is serving in the **employee's** permanent title or which affects the **employee's** permanent status.

- e. Failure to serve written charges as required by **Section 75 of the Civil Service Law** upon a permanent **employee** covered by **Section 75(1) of the Civil Service Law** where any of the penalties (including a fine) set forth in **Section 75(3) of the Civil Service Law** have been imposed.
- f. A claimed wrongful disciplinary action taken against a provisional employee who has served 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) and 1(f) 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.

STEP I - The **employee** and/or the **Union** shall present the grievance in the form of a memorandum to the person designated for such purpose by the agency head no later than 120 days after the date on which the grievance arose. The **employee** may also request an appointment to discuss the grievance. The person designated by the **Employer** to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall issue a determination in writing by the end of the third work day following the date of submission.

STEP II - An appeal from an unsatisfactory determination at **STEP I** 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 the Title 61 of the Rules of the City of New York. The costs and fees of such arbitration shall be borne equally by the **Union** and the **Employer**.

The arbitrator's decision, order or award (if any) shall be limited to the application and interpretation of the **Agreement**, and the arbitrator shall not add to, subtract from or modify the **Agreement**. The arbitrator's award shall be final and binding and enforceable in any appropriate tribunal in 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, 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.

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

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

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

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

STEP B(ii) - If the election is made to proceed pursuant to the Grievance Procedure, an appeal from the determination of **STEP A** above, shall be made to the agency head or designated representative. The appeal must be made in writing within five (5) 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 5.

In any case involving a grievance under Section 1(f) of this Article, the following procedure shall govern upon service of written charges of incompetency 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 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.

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 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 7.

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 8.

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 9.

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 10.

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 11.

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**.

ARTICLE VI - 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 VII - 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 VIII - 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**.

ARTICLE IX – 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 X - 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 XI - 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 XII - 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 XIII - 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**.

00037



WHEREFORE, we have hereunto set our hands and seals this 26th day of May 2009.

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

FOR LOCAL LODGE NO. 5

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

BY: Thomas Klein
THOMAS KLEIN
Business Manager-Secretary Treasurer

APPROVED AS TO FORM:

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

OFFICE OF LABOR RELATIONS	
REGISTRATION	
OFFICIAL	CONTRACT
NO:	DATE:
<u>09027</u>	<u>MAY 26 2009</u>

CERTIFIED TO THE FINANCIAL CONTROL BOARD:

DATE:

UNIT: **Local Lodge No.5 - Metal Work Mechanic Agreement**

TERM: **March 3, 2008 through March 2, 2010**



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

Appendix A

February 12, 2009

Mr. Thomas Klein
Business Manager-Secretary Treasurer
Local Lodge No. 5
24 Van Siclen Avenue
Floral Park, NY 11001

Re: 2008-2010 Metal Work Mechanic Agreement

Dear Mr. Klein:

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

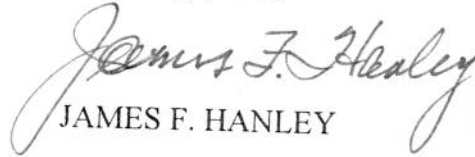
For the purposes of Article III Section 4(b) of the 2008-2010 Metal Work Mechanics Agreement, "approved leave" is further defined to include:

- 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

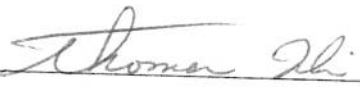
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If the above accords with your understanding, please execute the signature line provided below.

Very truly yours,


JAMES F. HANLEY

**AGREED AND ACCEPTED ON BEHALF OF
Local Lodge No. 5**

BY:  _____

THOMAS KLEIN

Business Manager - Secretary Treasurer

09023

