



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: DEPUTY SHERIFFS
 TERM: MAY 1, 2007 TO APRIL 30, 2011

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 the NYC Deputy Sheriffs Association on behalf of the incumbents of positions listed in Article I of said contract.

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

DATED: *MAY 1 2007*

*RCVQ.
 8/31/05 by
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 hewing*

OFFICE OF LABOR RELATIONS
 FIELD STATION
 ORIGINAL
 NO: 10004
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**Deputy Sheriffs Association
2007-2011 Agreement**

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**Deputy Sheriffs Association
2007-2011 Agreement**

AGREEMENT entered into this 14th day of August, 2009 by and between the City of New York and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf (hereinafter referred to jointly as the "Employer"), and the New York City Deputy Sheriffs Association (hereinafter referred to as the "Union"), for the period from May 1, 2007 through April 30, 2011.

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):

Deputy Sheriff (Level I)
Deputy Sheriff (Level II)
Supervising Deputy Sheriff (Level I)
Supervising Deputy Sheriff (Level II) *

(*additional Level in title created as per DCAS Classification Resolution #2008-02 effective 3/5/08
and deleting title Administrative Sheriff)

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.

ARTICLE III - SALARIES

Section 1.

- a. This Article III is subject to the provisions, terms and conditions of the Alternative Career and Salary Pay Plan Regulations, dated March 15, 1967 as amended, except that the specific terms and conditions of this Article shall supersede any provisions of such Regulations inconsistent with this Agreement subject to the limitations of applicable provisions of law.
- b. Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, advancement or level increases, general increases, education differentials and any other salary adjustments, are based upon a normal work week of either thirty five (35) or forty (40) 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 per diem or hourly basis and who are eligible for any salary adjustment provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed as follows, unless otherwise specified:

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

Hourly Rate - 40 hour week basis - 1/2088 of the appropriate minimum basic salary.
35 hour week basis - 1/1827 of the appropriate minimum basic salary.

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

Section 2.

Employees in the following title(s), except for new employees, shall be subject to the following specified basic amounts, which, where specified, include both salary rates and longevity adjustments:

<u>Title:</u>	<u>Effective</u> <u>4/30/07*</u>	<u>Effective</u> <u>5/1/07</u>	<u>Effective</u> <u>5/1/08</u>	<u>Effective</u> <u>5/1/09</u>	<u>Effective</u> <u>5/1/10</u>
a. Deputy Sheriff - Level I Hired prior to 1/1/06					
6th Grade	\$43,644	\$45,390	\$47,206	\$49,094	\$51,058
5th Grade	\$45,827	\$47,660	\$49,566	\$51,549	\$53,611
4th Grade	\$48,116	\$50,041	\$52,043	\$54,125	\$56,290
3rd Grade	\$50,523	\$52,544	\$54,646	\$56,832	\$59,105
2nd Grade	\$53,049	\$55,171	\$57,378	\$59,673	\$62,060
1st Grade	\$65,382	\$67,997	\$70,717	\$73,546	\$76,488

* As specified in Section 3 "Re-opener Salary Adjustments" of the 2007-2011 Memorandum of Understanding between the parties, effective April 30, 2007, salaries will be adjusted by the difference between the May 1, 2005 and May 1, 2006 increases already received (3% and 3.15%) and 4.5% and 5%.

<u>Title:</u>	<u>4/30/07*</u>	<u>5/1/07</u>	<u>5/1/08</u>	<u>5/1/09</u>	<u>5/1/10</u>
b. Deputy Sheriff - Level I					
Hired on or after 1/1/06					
1 st 6 months	\$25,974	\$27,013	\$28,094	\$29,218	\$30,387
6th Grade	\$33,839	\$35,193	\$36,601	\$38,065	\$39,588
5th Grade	\$37,307	\$38,799	\$40,351	\$41,965	\$43,644
4rd Grade	\$41,696	\$43,364	\$45,099	\$46,903	\$48,779
3nd Grade	\$45,536	\$47,357	\$49,251	\$51,221	\$53,270
2nd Grade	\$48,389	\$50,325	\$52,338	\$54,432	\$56,609
1 st Grade	\$65,382	\$67,997	\$70,717	\$73,546	\$76,488

* As specified in Section 3 "Re-opener Salary Adjustments" of the 2007-2011 Memorandum of Understanding between the parties, effective April 30, 2007, salaries will be adjusted by the difference between the May 1, 2005 and May 1, 2006 increases already received (3% and 3.15%) and 4.5% and 5%.

<u>Title:</u>	<u>4/30/07*</u>	<u>5/1/07</u>	<u>5/1/08</u>	<u>5/1/09</u>	<u>5/1/10</u>
c. Deputy Sheriff - Level II					
Hired/promoted prior to 1/1/06					
6th Grade	\$69,217	\$71,986	\$74,865	\$77,860	\$80,974
5th Grade	\$70,173	\$72,980	\$75,899	\$78,935	\$82,092
4th Grade	\$71,129	\$73,974	\$76,933	\$80,010	\$83,210
3rd Grade	\$72,084	\$74,967	\$77,966	\$81,085	\$84,328
2nd Grade	\$73,041	\$75,963	\$79,002	\$82,162	\$85,448
1st Grade	\$74,001	\$76,961	\$80,039	\$83,241	\$86,571

4/30/07* 5/1/07 5/1/08 5/1/09 5/1/10

Title:**d. Deputy Sheriff - Level II**

Hired/promoted on or after 1/1/06

6th Grade	\$66,932	\$69,609	\$72,393	\$75,289	\$78,301
5th Grade	\$67,481	\$70,180	\$72,987	\$75,906	\$78,942
4th Grade	\$68,030	\$70,751	\$73,581	\$76,524	\$79,585
3rd Grade	\$68,579	\$71,322	\$74,175	\$77,142	\$80,228
2nd Grade	\$69,127	\$71,892	\$74,768	\$77,759	\$80,869
1st Grade	\$74,001	\$76,961	\$80,039	\$83,241	\$86,571

* As specified in Section 3 "Re-opener Salary Adjustments" of the 2007-2011 Memorandum of Understanding between the parties, effective April 30, 2007, salaries will be adjusted by the difference between the May 1, 2005 and May 1, 2006 increases already received (3% and 3.15%) and 4.5% and 5%.

4/30/07* 5/1/07 5/1/08 5/1/09 5/1/10

Title:**e. Supervising Deputy Sheriff - Level I**

Hired/promoted prior to 1/1/06

3rd Grade	\$78,365	\$81,500	\$84,760	\$88,150	\$91,676
2nd Grade	\$80,177	\$83,384	\$86,719	\$90,188	\$93,796
1st Grade	\$81,984	\$85,263	\$88,674	\$92,221	\$95,910

* As specified in Section 3 "Re-opener Salary Adjustments" of the 2007-2011 Memorandum of Understanding between the parties, effective April 30, 2007, salaries will be adjusted by the difference between the May 1, 2005 and May 1, 2006 increases already received (3% and 3.15%) and 4.5% and 5%.

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4/30/07* 5/1/07 5/1/08 5/1/09 5/1/10

Title:

f. Supervising Deputy Sheriff - Level I
Hired/promoted on or after 1/1/06

5th Grade	\$75,710	\$78,738	\$81,888	\$85,164	\$88,571
4th Grade	\$76,808	\$79,880	\$83,075	\$86,398	\$89,854
3rd Grade	\$77,905	\$81,021	\$84,262	\$87,632	\$91,137
2 nd Grade	\$79,002	\$82,162	\$85,448	\$88,866	\$92,421
1 st Grade	\$81,984	\$85,263	\$88,674	\$92,221	\$95,910

* As specified in Section 3 "Re-opener Salary Adjustments" of the 2007-2011 Memorandum of Understanding between the parties, effective April 30, 2007, salaries will be adjusted by the difference between the May 1, 2005 and May 1, 2006 increases already received (3% and 3.15%) and 4.5% and 5%.

4/30/07* 5/1/07 5/1/08 5/1/09 5/1/10

Title:

g. Supervising Deputy Sheriff - Level II
Hired/promoted prior to 1/1/06

	\$88,605	\$92,149	\$95,835	\$99,668	\$103,655
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* As specified in Section 3 "Re-opener Salary Adjustments" of the 2007-2011 Memorandum of Understanding between the parties, effective April 30, 2007, salaries will be adjusted by the difference between the May 1, 2005 and May 1, 2006 increases already received (3% and 3.15%) and 4.5% and 5%.

<u>Title:</u>	<u>4/30/07*</u>	<u>5/1/07</u>	<u>5/1/08</u>	<u>5/1/09</u>	<u>5/1/10</u>
h. Supervising Deputy Sheriff - Level II Hired/promoted on or after 1/1/06					
3rd Grade	\$83,391	\$86,727	\$90,196	\$93,804	\$97,556
2nd Grade	\$84,488	\$87,868	\$91,383	\$95,038	\$98,840
1st Grade	\$88,605	\$92,149	\$95,835	\$99,668	\$103,655

* As specified in Section 3 "Re-opener Salary Adjustments" of the 2007-2011 Memorandum of Understanding between the parties, effective April 30, 2007, salaries will be adjusted by the difference between the May 1, 2005 and May 1, 2006 increases already received (3% and 3.15%) and 4.5% and 5%.

i. Grades - An Employee shall advance one grade annually on the anniversary of their employment and/or promotion.

j. Longevity Adjustments - Longevity adjustments shall be paid as follows:

Deputy Sheriff Level I and II and Supervising Deputy Sheriff Level I:

- (i) Effective May 1, 2007, Employees shall continue to receive \$2,000 after five (5) years of service; \$4,000 after ten (10) years of service; \$5,245 after fifteen (15) years of service; and \$6,245 after twenty (20) years of service.
- (ii) Effective June 1, 2010, Employees shall receive \$2,000 after five (5) years of service; \$5,000 after ten (10) years of service; \$6,245 after fifteen (15) years of service; and \$7,495 after twenty (20) years of service.

Supervising Deputy Sheriff Level II:

- (iii) Effective May 1, 2007, Employees shall continue to receive \$5,245 after fifteen (15) years of service and \$6,245 after twenty (20) years of service.
- (iv) Effective June 1, 2010, Employees shall receive \$6,245 after fifteen (15) years of service and \$7,495 after twenty (20) years of service.

- (v) The adjustment after the 5th and 10th years shall not be computed as salary for pension purposes until after completing twenty (20) years of service. The adjustment after the 15th and 20th years shall not be computed as salary for pension purposes until after completing twenty-five (25) years of service. In the event this provision is declared invalid under the law, the parties shall reopen negotiations to resolve the issue of the increased cost of changing the effective date of the pensionability of the above adjustments. Such negotiations will be commenced forthwith. If no agreement is reached, an impasse may be declared and subsequent mediation and the impasse proceeding, if any, shall in all respects be conducted on an expedited basis.
- (vi) The calculation of night shift differential payments shall be based upon the same factors, amounts and methodology as previously utilized.
- (vii) ITHP and pension benefit calculations shall only include the amount of the longevity payment that is pensionable.

Section 3. General Wage Increase:

- A.
 - (i) Effective May 1, 2007, All Employees shall receive a general increase of 4%.
 - (ii) Effective May 1, 2008, All Employees shall receive an additional general increase of 4%.
 - (iii) Effective May 1, 2009, All Employees shall receive an additional general increase of 4%.
 - (iv) Effective May 1, 2010, All Employees shall receive an additional general increase of 4%.
- B. The general increases provided for in this Section 3 shall be calculated as follows:
 - (i) The increase in Section 3A(i) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on April 30, 2007; and
 - (ii) The rate increase in Section 3A(ii) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on April 30, 2008.
 - (iii) The rate increase in Section 3A(iii) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on April 30, 2009.

- (iv) The rate increase in Section 3A(ii) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on April 30, 2010.

Section 4. New Hires

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 5.

A person employed by the Employer who is appointed or promoted on a permanent, provisional, or temporary basis shall receive upon the date of such appointment or promotion the minimum salary for the title to which such appointment or promotion is made.

Class of Positions

Deputy Sheriff (Level II)
Supervising Deputy Sheriff (I)
Supervising Deputy Sheriff (Level II)

Section 6. Annuity Fund

Effective May 1, 2007, the City shall continue to contribute the total contribution of \$792 per annum for each Employee on full pay status for an entire year. Contributions hereunder shall be remitted by the City each twenty-eight (28) days to a mutually agreed upon annuity fund pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel.

Effective June 1, 2008, All Employees shall receive a total of \$860 per annum (an increase of \$68 per annum).

Effective June 1, 2010, All Employees shall receive a total of \$1,349 per annum (an increase of \$489 per annum).

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Section 7. Annual Leave for New Hires

Employees hired prior to January 1, 2006 shall accrue annual leave as follows:

New hires	15 days
Beginning 6th Year	20 days
Beginning 8th Year	25 days
Beginning 15th Year	27 days

Employees hired on or after January 1, 2006 shall accrue annual leave as follows:

New hires	13 days
Beginning 6th Year	18 days
Beginning 8th Year	23 days
Beginning 15th Year	25 days

Section 8. Floating Holiday

Effective January 1, 2006, the floating holiday for All Employees shall be eliminated.

ARTICLE IV - WELFARE FUND

Section 1.

- a. The City shall continue to contribute the pro-rata amount of \$1,300 per annum for each full-time Employee for remittance to the New York City Deputy Sheriffs Association Security Benefits Fund pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel.
- b. Such payments shall be made pro-rata by the City each twenty-eight days.
- b. Employees who have been separated from service subsequent to June 30, 1970, and who were covered by the New York City Deputy Sheriffs Association Security Benefits Fund at the time of such separation pursuant to a separate agreement between the Employer and the New York City Deputy Sheriffs Association shall continue to be so covered, subject to the provisions of hereof, on the same contributory basis as incumbent employees. Contributions shall be made only for such times as said individuals remain primary beneficiaries of the New York City

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Employee Health Benefits Program and are entitled to benefits paid for by the Employer through such Program or are retirees of the New York City Employee's Retirement System who have completed at least five (5) years of full-time service with the City.

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.

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;
- c. 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 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;

The Grievance Procedure, except for grievances as defined in Sections 1d. 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. Grievances must cite the contractual provision which is alleged to have been violated and the remedy requested. 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.

Step I - The Employee and/or the Union shall present the grievance in the form of a memorandum to the person designated for such purpose by the agency head no later than 120 days after the date on which the grievance arose. The Employee may also request an appointment to discuss the grievance and such request shall be granted. The person designated by the Employer to review or, upon the Employee's request, hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall reply in writing by the end of the third work day following the date of submission.

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

STEP II - An appeal from an unsatisfactory determination at **STEP I** or **STEP I(a)**, where applicable, shall be presented in writing to the agency head or the agency head's designated representative who shall not be the same person designated in **STEP I**. The appeal must be made within five (5) work days of the receipt of the **STEP I** or **STEP I(a)** determination. The agency head or designated representative, if any, shall review 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 Consolidated Rules of the Office of Collective Bargaining. The costs and fees of such arbitration shall be borne equally by the Union and the Employer. The determination or award of the arbitrator shall be final and binding in accord with applicable law and shall not add to, subtract from or modify any contract, rule, regulation, written policy or order mentioned in Section 1 of this Article.

A transcript shall be taken of all arbitrations unless the taking of a transcript is waived by both parties. The costs of one (1) copy for each party and one (1) copy for the arbitrator of the transcripts shall be borne equally by the parties.

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

Section 2.

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

Section 3.

- a. Any grievance under Section 1d 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.

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

Section 4.

A grievance concerning a large number of employees and which concerns a claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this Agreement may be filed directly at **STEP III** of the grievance procedure. All other grievances in process shall be dropped. If OLR determines that a grievance does not fall within this provision, the grievance shall be remanded to the agency for determination. Such determination by OLR shall not be subject to the grievance procedure.

Section 5.

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 6.

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 7.

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 8.

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 9.

The grievance and the arbitration procedure contained in this Agreement shall be the exclusive remedy for the resolution of disputes defined as "grievances" herein. This shall not be interpreted to preclude either party from enforcing the arbitrator's award in court. This Section shall not be construed in any manner to limit the statutory rights and obligations of the Employer under Article XIV of the Civil Service Law.

Section 10. Expedited Arbitration Procedure

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



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

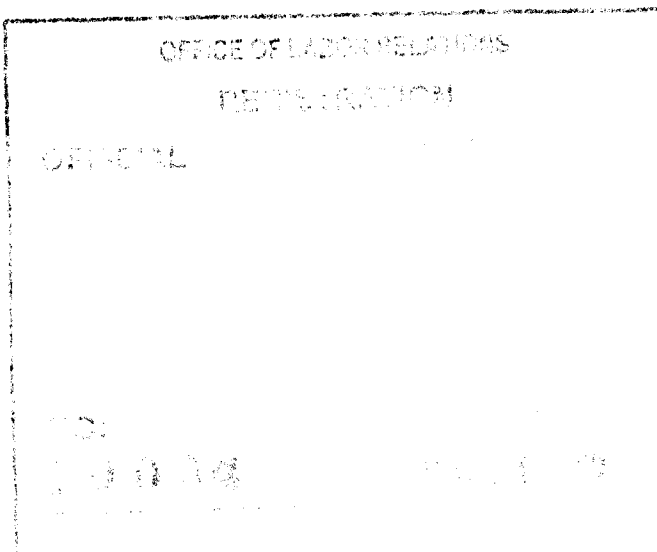
TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES
 FROM: JAMES F. HANLEY, COMMISSIONER *James F. Hanley*
 SUBJECT: EXECUTED CONTRACT: DEPUTY SHERIFFS
 TERM: MAY 1, 2007 TO APRIL 30, 2011

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 the NYC Deputy Sheriffs Association on behalf of the incumbents of positions listed in Article I of said contract.

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

DATED: *MAY 1 2007*

*RCVQ.
 8/31/05 by
 mail
 hanning*



**Deputy Sheriffs Association
2007-2011 Agreement**

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**Deputy Sheriffs Association
2007-2011 Agreement**

AGREEMENT entered into this 14th day of August, 2009 by and between the City of New York and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf (hereinafter referred to jointly as the "Employer"), and the New York City Deputy Sheriffs Association (hereinafter referred to as the "Union"), for the period from May 1, 2007 through April 30, 2011.

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):

Deputy Sheriff (Level I)
Deputy Sheriff (Level II)
Supervising Deputy Sheriff (Level I)
Supervising Deputy Sheriff (Level II) *

(*additional Level in title created as per DCAS Classification Resolution #2008-02 effective 3/5/08 and deleting title Administrative Sheriff)

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.

ARTICLE III - SALARIES

Section 1.

- a. This Article III is subject to the provisions, terms and conditions of the Alternative Career and Salary Pay Plan Regulations, dated March 15, 1967 as amended, except that the specific terms and conditions of this Article shall supersede any provisions of such Regulations inconsistent with this Agreement subject to the limitations of applicable provisions of law.
- b. Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, advancement or level increases, general increases, education differentials and any other salary adjustments, are based upon a normal work week of either thirty five (35) or forty (40) 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 per diem or hourly basis and who are eligible for any salary adjustment provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed as follows, unless otherwise specified:

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

Hourly Rate - 40 hour week basis - 1/2088 of the appropriate minimum basic salary.
35 hour week basis - 1/1827 of the appropriate minimum basic salary.

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

Section 2.

Employees in the following title(s), except for new employees, shall be subject to the following specified basic amounts, which, where specified, include both salary rates and longevity adjustments:

<u>Title:</u>	<u>Effective</u> <u>4/30/07*</u>	<u>Effective</u> <u>5/1/07</u>	<u>Effective</u> <u>5/1/08</u>	<u>Effective</u> <u>5/1/09</u>	<u>Effective</u> <u>5/1/10</u>
a. Deputy Sheriff - Level I Hired prior to 1/1/06					
6th Grade	\$43,644	\$45,390	\$47,206	\$49,094	\$51,058
5th Grade	\$45,827	\$47,660	\$49,566	\$51,549	\$53,611
4th Grade	\$48,116	\$50,041	\$52,043	\$54,125	\$56,290
3rd Grade	\$50,523	\$52,544	\$54,646	\$56,832	\$59,105
2nd Grade	\$53,049	\$55,171	\$57,378	\$59,673	\$62,060
1st Grade	\$65,382	\$67,997	\$70,717	\$73,546	\$76,488

* As specified in Section 3 "Re-opener Salary Adjustments" of the 2007-2011 Memorandum of Understanding between the parties, effective April 30, 2007, salaries will be adjusted by the difference between the May 1, 2005 and May 1, 2006 increases already received (3% and 3.15%) and 4.5% and 5%.

<u>Title:</u>	<u>4/30/07*</u>	<u>5/1/07</u>	<u>5/1/08</u>	<u>5/1/09</u>	<u>5/1/10</u>
b. Deputy Sheriff - Level I					
Hired on or after 1/1/06					
1 st 6 months	\$25,974	\$27,013	\$28,094	\$29,218	\$30,387
6th Grade	\$33,839	\$35,193	\$36,601	\$38,065	\$39,588
5th Grade	\$37,307	\$38,799	\$40,351	\$41,965	\$43,644
4rd Grade	\$41,696	\$43,364	\$45,099	\$46,903	\$48,779
3nd Grade	\$45,536	\$47,357	\$49,251	\$51,221	\$53,270
2nd Grade	\$48,389	\$50,325	\$52,338	\$54,432	\$56,609
1 st Grade	\$65,382	\$67,997	\$70,717	\$73,546	\$76,488

* As specified in Section 3 "Re-opener Salary Adjustments" of the 2007-2011 Memorandum of Understanding between the parties, effective April 30, 2007, salaries will be adjusted by the difference between the May 1, 2005 and May 1, 2006 increases already received (3% and 3.15%) and 4.5% and 5%.

<u>Title:</u>	<u>4/30/07*</u>	<u>5/1/07</u>	<u>5/1/08</u>	<u>5/1/09</u>	<u>5/1/10</u>
c. Deputy Sheriff - Level II					
Hired/promoted prior to 1/1/06					
6th Grade	\$69,217	\$71,986	\$74,865	\$77,860	\$80,974
5th Grade	\$70,173	\$72,980	\$75,899	\$78,935	\$82,092
4th Grade	\$71,129	\$73,974	\$76,933	\$80,010	\$83,210
3rd Grade	\$72,084	\$74,967	\$77,966	\$81,085	\$84,328
2nd Grade	\$73,041	\$75,963	\$79,002	\$82,162	\$85,448
1st Grade	\$74,001	\$76,961	\$80,039	\$83,241	\$86,571

4/30/07* 5/1/07 5/1/08 5/1/09 5/1/10

Title:**d. Deputy Sheriff - Level II**

Hired/promoted on or after 1/1/06

6th Grade	\$66,932	\$69,609	\$72,393	\$75,289	\$78,301
5th Grade	\$67,481	\$70,180	\$72,987	\$75,906	\$78,942
4th Grade	\$68,030	\$70,751	\$73,581	\$76,524	\$79,585
3rd Grade	\$68,579	\$71,322	\$74,175	\$77,142	\$80,228
2nd Grade	\$69,127	\$71,892	\$74,768	\$77,759	\$80,869
1st Grade	\$74,001	\$76,961	\$80,039	\$83,241	\$86,571

* As specified in Section 3 "Re-opener Salary Adjustments" of the 2007-2011 Memorandum of Understanding between the parties, effective April 30, 2007, salaries will be adjusted by the difference between the May 1, 2005 and May 1, 2006 increases already received (3% and 3.15%) and 4.5% and 5%.

4/30/07* 5/1/07 5/1/08 5/1/09 5/1/10

Title:**e. Supervising Deputy Sheriff - Level I**

Hired/promoted prior to 1/1/06

3rd Grade	\$78,365	\$81,500	\$84,760	\$88,150	\$91,676
2nd Grade	\$80,177	\$83,384	\$86,719	\$90,188	\$93,796
1st Grade	\$81,984	\$85,263	\$88,674	\$92,221	\$95,910

* As specified in Section 3 "Re-opener Salary Adjustments" of the 2007-2011 Memorandum of Understanding between the parties, effective April 30, 2007, salaries will be adjusted by the difference between the May 1, 2005 and May 1, 2006 increases already received (3% and 3.15%) and 4.5% and 5%.

4/30/07* 5/1/07 5/1/08 5/1/09 5/1/10

Title:

f. Supervising Deputy Sheriff - Level I
Hired/promoted on or after 1/1/06

5th Grade	\$75,710	\$78,738	\$81,888	\$85,164	\$88,571
4th Grade	\$76,808	\$79,880	\$83,075	\$86,398	\$89,854
3rd Grade	\$77,905	\$81,021	\$84,262	\$87,632	\$91,137
2 nd Grade	\$79,002	\$82,162	\$85,448	\$88,866	\$92,421
1 st Grade	\$81,984	\$85,263	\$88,674	\$92,221	\$95,910

* As specified in Section 3 "Re-opener Salary Adjustments" of the 2007-2011 Memorandum of Understanding between the parties, effective April 30, 2007, salaries will be adjusted by the difference between the May 1, 2005 and May 1, 2006 increases already received (3% and 3.15%) and 4.5% and 5%.

4/30/07* 5/1/07 5/1/08 5/1/09 5/1/10

Title:

g. Supervising Deputy Sheriff - Level II
Hired/promoted prior to 1/1/06

	\$88,605	\$92,149	\$95,835	\$99,668	\$103,655
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* As specified in Section 3 "Re-opener Salary Adjustments" of the 2007-2011 Memorandum of Understanding between the parties, effective April 30, 2007, salaries will be adjusted by the difference between the May 1, 2005 and May 1, 2006 increases already received (3% and 3.15%) and 4.5% and 5%.

<u>Title:</u>	<u>4/30/07*</u>	<u>5/1/07</u>	<u>5/1/08</u>	<u>5/1/09</u>	<u>5/1/10</u>
h. Supervising Deputy Sheriff - Level II Hired/promoted on or after 1/1/06					
3rd Grade	\$83,391	\$86,727	\$90,196	\$93,804	\$97,556
2nd Grade	\$84,488	\$87,868	\$91,383	\$95,038	\$98,840
1st Grade	\$88,605	\$92,149	\$95,835	\$99,668	\$103,655

* As specified in Section 3 "Re-opener Salary Adjustments" of the 2007-2011 Memorandum of Understanding between the parties, effective April 30, 2007, salaries will be adjusted by the difference between the May 1, 2005 and May 1, 2006 increases already received (3% and 3.15%) and 4.5% and 5%.

i. Grades - An Employee shall advance one grade annually on the anniversary of their employment and/or promotion.

j. Longevity Adjustments - Longevity adjustments shall be paid as follows:

Deputy Sheriff Level I and II and Supervising Deputy Sheriff Level I:

- (i) Effective May 1, 2007, Employees shall continue to receive \$2,000 after five (5) years of service; \$4,000 after ten (10) years of service; \$5,245 after fifteen (15) years of service; and \$6,245 after twenty (20) years of service.
- (ii) Effective June 1, 2010, Employees shall receive \$2,000 after five (5) years of service; \$5,000 after ten (10) years of service; \$6,245 after fifteen (15) years of service; and \$7,495 after twenty (20) years of service.

Supervising Deputy Sheriff Level II:

- (iii) Effective May 1, 2007, Employees shall continue to receive \$5,245 after fifteen (15) years of service and \$6,245 after twenty (20) years of service.
- (iv) Effective June 1, 2010, Employees shall receive \$6,245 after fifteen (15) years of service and \$7,495 after twenty (20) years of service.

- (v) The adjustment after the 5th and 10th years shall not be computed as salary for pension purposes until after completing twenty (20) years of service. The adjustment after the 15th and 20th years shall not be computed as salary for pension purposes until after completing twenty-five (25) years of service. In the event this provision is declared invalid under the law, the parties shall reopen negotiations to resolve the issue of the increased cost of changing the effective date of the pensionability of the above adjustments. Such negotiations will be commenced forthwith. If no agreement is reached, an impasse may be declared and subsequent mediation and the impasse proceeding, if any, shall in all respects be conducted on an expedited basis.
- (vi) The calculation of night shift differential payments shall be based upon the same factors, amounts and methodology as previously utilized.
- (vii) ITHP and pension benefit calculations shall only include the amount of the longevity payment that is pensionable.

Section 3. General Wage Increase:

- A.
 - (i) Effective May 1, 2007, All Employees shall receive a general increase of 4%.
 - (ii) Effective May 1, 2008, All Employees shall receive an additional general increase of 4%.
 - (iii) Effective May 1, 2009, All Employees shall receive an additional general increase of 4%.
 - (iv) Effective May 1, 2010, All Employees shall receive an additional general increase of 4%.
- B. The general increases provided for in this Section 3 shall be calculated as follows:
 - (i) The increase in Section 3A(i) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on April 30, 2007; and
 - (ii) The rate increase in Section 3A(ii) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on April 30, 2008.
 - (iii) The rate increase in Section 3A(iii) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on April 30, 2009.

- (iv) The rate increase in Section 3A(ii) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on April 30, 2010.

Section 4. New Hires

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 5.

A person employed by the Employer who is appointed or promoted on a permanent, provisional, or temporary basis shall receive upon the date of such appointment or promotion the minimum salary for the title to which such appointment or promotion is made.

Class of Positions

Deputy Sheriff (Level II)
Supervising Deputy Sheriff (I)
Supervising Deputy Sheriff (Level II)

Section 6. Annuity Fund

Effective May 1, 2007, the City shall continue to contribute the total contribution of \$792 per annum for each Employee on full pay status for an entire year. Contributions hereunder shall be remitted by the City each twenty-eight (28) days to a mutually agreed upon annuity fund pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel.

Effective June 1, 2008, All Employees shall receive a total of \$860 per annum (an increase of \$68 per annum).

Effective June 1, 2010, All Employees shall receive a total of \$1,349 per annum (an increase of \$489 per annum).

Section 7. Annual Leave for New Hires

Employees hired prior to January 1, 2006 shall accrue annual leave as follows:

New hires	15 days
Beginning 6th Year	20 days
Beginning 8th Year	25 days
Beginning 15th Year	27 days

Employees hired on or after January 1, 2006 shall accrue annual leave as follows:

New hires	13 days
Beginning 6th Year	18 days
Beginning 8th Year	23 days
Beginning 15th Year	25 days

Section 8. Floating Holiday

Effective January 1, 2006, the floating holiday for All Employees shall be eliminated.

ARTICLE IV - WELFARE FUND**Section 1.**

- a. The City shall continue to contribute the pro-rata amount of \$1,300 per annum for each full-time Employee for remittance to the New York City Deputy Sheriffs Association Security Benefits Fund pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel.
- b. Such payments shall be made pro-rata by the City each twenty-eight days.
- b. Employees who have been separated from service subsequent to June 30, 1970, and who were covered by the New York City Deputy Sheriffs Association Security Benefits Fund at the time of such separation pursuant to a separate agreement between the Employer and the New York City Deputy Sheriffs Association shall continue to be so covered, subject to the provisions of hereof, on the same contributory basis as incumbent employees. Contributions shall be made only for such times as said individuals remain primary beneficiaries of the New York City

Employee Health Benefits Program and are entitled to benefits paid for by the Employer through such Program or are retirees of the New York City Employee's Retirement System who have completed at least five (5) years of full-time service with the City.

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.

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;
- c. 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 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;

The Grievance Procedure, except for grievances as defined in Sections 1d. 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. Grievances must cite the contractual provision which is alleged to have been violated and the remedy requested. 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.

Step I - The Employee and/or the Union shall present the grievance in the form of a memorandum to the person designated for such purpose by the agency head no later than 120 days after the date on which the grievance arose. The Employee may also request an appointment to discuss the grievance and such request shall be granted. The person designated by the Employer to review or, upon the Employee's request, hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall reply in writing by the end of the third work day following the date of submission.

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

STEP II - An appeal from an unsatisfactory determination at **STEP I** or **STEP I(a)**, where applicable, shall be presented in writing to the agency head or the agency head's designated representative who shall not be the same person designated in **STEP I**. The appeal must be made within five (5) work days of the receipt of the **STEP I** or **STEP I(a)** determination. The agency head or designated representative, if any, shall review 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 Consolidated Rules of the Office of Collective Bargaining. The costs and fees of such arbitration shall be borne equally by the Union and the Employer. The determination or award of the arbitrator shall be final and binding in accord with applicable law and shall not add to, subtract from or modify any contract, rule, regulation, written policy or order mentioned in Section 1 of this Article.

A transcript shall be taken of all arbitrations unless the taking of a transcript is waived by both parties. The costs of one (1) copy for each party and one (1) copy for the arbitrator of the transcripts shall be borne equally by the parties.

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

Section 2.

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

Section 3.

- a. Any grievance under Section 1d 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.

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

Section 4.

A grievance concerning a large number of employees and which concerns a claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this Agreement may be filed directly at **STEP III** of the grievance procedure. All other grievances in process shall be dropped.

If OLR determines that a grievance does not fall within this provision, the grievance shall be remanded to the agency for determination. Such determination by OLR shall not be subject to the grievance procedure.

Section 5.

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 6.

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 7.

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 8.

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 9.

The grievance and the arbitration procedure contained in this Agreement shall be the exclusive remedy for the resolution of disputes defined as "grievances" herein. This shall not be interpreted to preclude either party from enforcing the arbitrator's award in court. This Section shall not be construed in any manner to limit the statutory rights and obligations of the Employer under Article XIV of the Civil Service Law.

Section 10. Expedited Arbitration Procedure

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

i. SELECTION AND SCHEDULING OF CASES:

- (1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 11 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" exhibition.
- (2) In the event either party is unable to proceed with hearing a particular case, the case shall be rescheduled. However, only one adjournment shall be permitted. In the event that either party is unable to proceed on a second occasion, a default judgment may be entered against the adjourning party at the Arbitrator's discretion absent a good cause shown.
- (3) The Arbitrator shall not be precluded from attempting to assist the parties in settling a particular case.
- (4) A decision will be issued by the Arbitrator within two weeks. It will not be necessary in the Award to recount any of the facts presented. However, a brief explanation of the Arbitrator's rationale may be included. Bench decisions may also be issued by the Arbitrator.
- (5) Decisions in this expedited procedure shall not be considered as precedent for any other case or entered into evidence in any other forum or dispute except to enforce the Arbitrator's award.

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

ARTICLE VII - BULLETIN BOARDS: EMPLOYER FACILITIES

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

ARTICLE VIII - NO STRIKES

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

ARTICLE IX - CITYWIDE ISSUES

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

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

ARTICLE X - UNION ACTIVITY

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

ARTICLE XI - LABOR-MANAGEMENT COMMITTEE

Section 1.

The Employer and the Union, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a labor-management committee.

Section 2.

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

Section 3.

The 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.

WHEREFORE, we have hereunto set our hands and seals this day of ^{14th} August, 2009

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

FOR NEW YORK CITY DEPUTY SHERIFFS ASSOCIATION:

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

By: James R. Davis III
JAMES R. DAVIS III
President

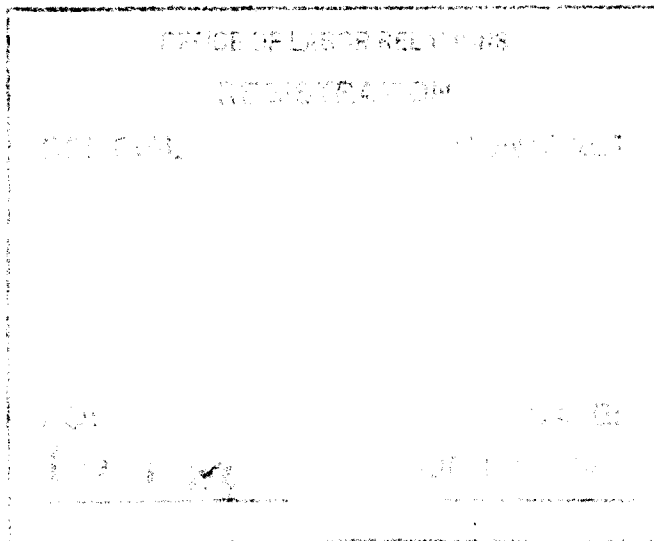
APPROVED AS TO FORM:

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

SUBMITTED TO THE FINANCIAL CONTROL BOARD: _____

UNIT: Deputy Sheriff, et al.

TERM: May 1, 2007 – April 30, 2011





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

James R. Davis, President
NYC Deputy Sheriffs Association
2753 Coney Island Avenue #222
Brooklyn, NY 11235

Dear Mr. Davis:

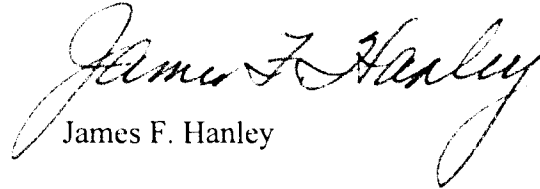
This letter will serve to confirm the agreement and understanding of the parties that the uniform allowance previously provided to your unit shall be eliminated effective January 1, 2006.

The following agreements shall continue:

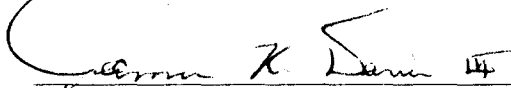
The agency has instituted an informal disciplinary proceeding (Command Discipline) to resolve various minor disciplinary violations without resorting to formal charges and/or a departmental trial. The Commissioner or a designee will continue to have the right to refer any disciplinary matter for formal charges.

The Deputy Sheriff Occupational Group member shall have the option to accept any Command Discipline finding and/or proposed penalty or decline to accept the finding and/or proposed penalty and have the matter resolved through the current discipline procedure. One union member representative may be present at any Command Discipline interview.

Very truly yours,


James F. Hanley

AGREED TO AND ACCEPTED ON
BEHALF OF THE NEW YORK
CITY DEPUTY SHERIFFS
ASSOCIATION



BY: JAMES R. DAVIS
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

January 9, 2009

James R. Davis, President
NYC Deputy Sheriffs Association
2753 Coney Island Avenue #222
Brooklyn, NY 11235

Re: 2007-2011 Agreement

Dear Mr. Davis:

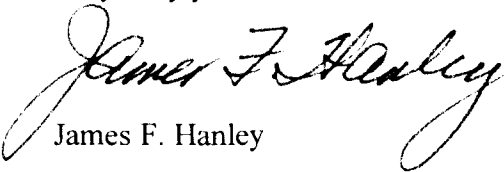
This is to confirm certain mutual understandings and agreements regarding the above captioned Agreement.

The execution of the collective bargaining agreement shall not be cited or referred to by either party to prejudice or enhance the respective positions of the parties in OCB Docket No. RE-178-08 or in any appeal that might flow therefrom.

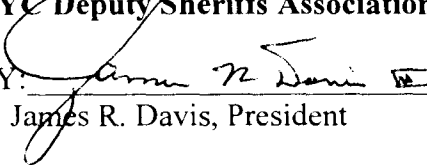
The parties reserve their legal rights to pursue their respective claims regarding the case specified above.

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
NYC Deputy Sheriffs Association**

BY: 
James R. Davis, President

