The City of New York

Office of Labor Relations

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TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES

FROM: RENEE CAMPION, COMMISSIONER

SUBJECT: EXECUTED CONTRACT: DETECTIVE INVESTIGATORS

TERM: JUNE 19, 2019 TO JANUARY 18, 2023

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 Detective Investigator Association of the District Attorney's Offices, City of New York Inc. 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:

December 20th, 2021

OFFICE OF LABOR RELATIONS
REGISTRATION
OFFICIAL CONTRACT

NO: 22008

DATE: December 20th, 2021

Detective Investigators
2019-2023 Agreement

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Detective Investigators
2019-2023 Agreement

AGREEMENT entered into this 1st day of November, 2021 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 **Detective Investigator Association of the District Attorneys' Offices, City of New York Inc.** (hereinafter referred to as the "**Union**"), for the **period of June 19, 2019 through January 18, 2023.**

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):

30825	County Detective 1
30826	Detective Investigator
30830	Rackets Investigator
06201	Rackets Investigator (SNC)*
30827	Senior Detective Investigator
30831, 05322	Senior Rackets Investigator
06583	Senior Rackets Investigator (Special Narcotics Court)*
30832, 06007, 05323	Supervising Rackets Investigator

'For present incumbents only
*Rackets Investigator (SNC) (06201) and Senior Rackets Investigator (SNC) (06583) were officially deactivated from the DCAS Plan of Titles on February 17, 2019.

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Section 2.

The terms "**employee**" and "**employees**" as used in this **Agreement** shall mean only those persons in the unit described in Section 1 of this Article.

ARTICLE II - DUES CHECKOFF

Section 1.

a. The **Union** shall have the exclusive right to the checkoff and transmittal of dues 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 Mayors 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 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 be 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.

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

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

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

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

Section 2.

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

(a) Effective June 19, 2019:

	Hired on or after		
	6/19/19**	6/19/19	6/19/19
TITLE	MIN	INCUMBENT MIN	MAX
County Detective *	$43,553	$46,669	$66,023
Detective Investigator	$55,038	$58,980	$80,378
Rackets Investigator	See below	$58,980	$80,378
Rackets Investigator (SNC)	See below	$58,980	$80,378
Senior Detective Investigator	$62,641	$67,131	$89,543
Senior Rackets Investigator	$62,641	$67,131	$89,543
Senior Rackets Investigator (SNC)	$62,641	$67,131	$89,543
Supervising Rackets Investigator	$65,942	$70,664	$92,352

	Hired on or after	
	6/19/19***	
TITLE	1st 6 months	$51,000
Rackets Investigator	after 6 months	$53,040
Rackets Investigator (SNC)	2nd year	$54,060
	3rd year	$55,080
	4th year	$56,100

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	5th year	$57,120
	6th year	$58,980

(b) **Effective June 19, 2020**

	Hired on or after		
	6/19/20**	6/19/20	6/19/20
TITLE	MIN	INCUMBENT MIN	MAX
County Detective *	$44,533	$47,719	$67,509
Detective Investigator	$56,276	$60,307	$82,187
Rackets Investigator	See below	$60,307	$82,187
Rackets Investigator (SNC)	See below	$60,307	$82,187
Senior Detective Investigator	$64,050	$68,641	$91,558
Senior Rackets Investigator	$64,050	$68,641	$91,558
Senior Rackets Investigator (SNC)	$64,050	$68,641	$91,558
Supervising Rackets Investigator	$67,426	$72,254	$94,430

	Hired on or after	
	6/19/20***	
TITLE	1st 6 months	$52,148
Rackets Investigator	after 6 months	$54,233
Rackets Investigator (SNC)	2nd year	$55,276
	3rd year	$56,319
	4th year	$57,362
	5th year	$58,405
	6th year	$60,307

(c) **Effective April 19, 2021**

	Hired on or after		
	4/19/21**	4/19/21	4/19/21
TITLE	MIN	INCUMBENT MIN	MAX
County Detective *	$44,644	$47,838	$67,678
Detective Investigator	$56,417	$60,458	$82,392
Rackets Investigator	See below	$60,458	$82,392
Rackets Investigator (SNC)	See below	$60,458	$82,392
Senior Detective Investigator	$64,210	$68,813	$91,787

Senior Rackets Investigator	$64,210	$68,813	$91,787
Senior Rackets Investigator (SNC)	$64,210	$68,813	$91,787
Supervising Rackets Investigator	$67,595	$72,435	$94,666

	Hired on	
	or after	
TITLE	**4/19/21*** **	
Rackets Investigator	1st 6 months	$52,278
Rackets Investigator (SNC)	after 6 months	$54,369
	2nd year	$55,414
	3rd year	$56,460
	4th year	$57,505
	5th year	$58,551
	6th year	$60,458

(d) Effective July 19, 2021

	Hired on or after		
	7/19/21**	7/19/21	7/19/21
TITLE	MIN	INCUMBENT MIN	MAX
County Detective *	$45,983	$49,273	$69,708
Detective Investigator	$58,110	$62,272	$84,864
Rackets Investigator	See below	$62,272	$84,864
Rackets Investigator (SNC)	See below	$62,272	$84,864
Senior Detective Investigator	$66,136	$70,877	$94,541
Senior Rackets Investigator	$66,136	$70,877	$94,541
Senior Rackets Investigator (SNC)	$66,136	$70,877	$94,541
Supervising Rackets Investigator	$69,623	$74,608	$97,506

	Hired on or after	
	7/19/21***	
TITLE	1st 6 months	$53,846
Rackets Investigator	after 6 months	$56,000
Rackets Investigator (SNC)	2nd year	$57,076
	3rd year	$58,154
	4th year	$59,230
	5th year	$60,308
	6th year	$62,272

NOTE:

* For present incumbents only

** Employees hired on or after 6/19/19, 6/19/20, 4/19/21 and 7/19/21 shall be paid the hiring rate effective 6/19/19, 6/19/20, 4/19/21 and 7/19/21.
Upon completion of one (1) year of active or qualified inactive service, such employee shall be paid the indicated "minimum" for the applicable title that is in effect on the one-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.

*** Effective 6/19/19, 6/19/20, 4/19/21 and 7/19/21 the salaries for Rackets Investigator & Rackets Investigator (SNC) hired on or after 6/19/19, 6/19/20, 4/19/21 and 7/19/21 shall be governed by the salary schedule set forth above.

Section 3. **General Wage increases**

a.

(i) Effective June 19, 2019, employees shall receive a rate increase of 2.00 percent.

(ii) Effective June 19, 2020, employees shall receive a rate increase of 2.25 percent compounded.

(iii) Effective April 19, 2021, employees shall receive a rate increase of 0.25 percent compounded.

(iv) Effective July 19, 2021, employees shall receive a rate increase of 3.00 percent compounded.

b. The 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 applicable titles in effect on June 18, 2019; and,

(ii) The 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 June 18, 2020; and,

(iii) The 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 18, 2021; and,

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(iv) The increase in Section 3a(iv) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on July 18, 2021.

(v) Notwithstanding the provisions set forth in subsections 3a (i), (ii), (iii) and (iv), the appointment rate for any employee newly hired on or after April 1, 1995 shall be the applicable minimum "hiring rate" set forth in subsection 2 of this Article III. Upon completion of one year of service, such employee shall be paid the indicated minimum "incumbent rate" for the applicable title that is in effect on the one-year anniversary of the employee's original date of appointment as set forth in subsection 2 of this Article III.

c. The general wage increases provided for in this Section 3 shall be applied to the base rates, incremental salary levels and the minimum and maximum rates (including levels), if any, fixed for the applicable titles.

d. The general wage increases provided for in Section 3a (i), (ii) (iii) and (iv) shall **not** be applied to "additions to gross." "Additions to gross" shall be defined to include uniform allowances, equipment allowances, transportation allowances, uniform maintenance allowances, assignment differentials, service increments, longevity differentials, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials.

e. **Lump Sum Cash Payment Stemming from 2008-2010 Round**

i Those continuously employed and active on the date of payment shall receive a portion of the lump sum cash payment stemming from the 2008-2010 round according to the following schedule:

12/16/15	-------	12.50% (1/8 of the balance as of this date)
12/16/17	-------	12.50% (1/7 of the balance as of this date)
12/16/18	-------	25.00% (1/3 of the balance as of this date)
12/16/19	-------	25.00% (1/3 of the balance as of this date)
12/16/20	-------	25.00% (representing the remainder of the balance)

ii. Upon ratification of the 2010-2019 Detective Investigator Association Memorandum of Agreement, a Structured Retiree Claims Settlement Fund shall be established in the total amount of $420,985 to settle all claims by retirees who have retired as Detective Investigator Association members between January 16, 2010 and June 30, 2014 concerning the wage increases arising out of the 2008-2010 round of bargaining. The fund will be distributed based upon an agreed upon formula.

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iii. Retirements on or after July 1, 2014 shall receive lump sum payments based on the same schedule as actives as set forth above in Article III, Section 3(d)(i).

iv. Individuals who separate from service with twenty (20) or more years of service in a title covered by this agreement, who have received waivers under Section 211 of the New York State Retirement and Social Security Law, shall receive lump sum payments as set forth above in Article III, Section 3(e)(i).

Section 4.

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

Section 5.

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 6.

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

ADVANCEMENT INCREASES

Effective 1/16/2010

TITLE:	Advancement Increase
Senior Detective Investigator	$671

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Senior Rackets Investigator	$671
Supervising Rackets Investigator	$804

Section 7. **Longevity Increments**

a. Effective February 16, 2016, the following longevity increments shall be, for all titles covered by this Agreement:

i.	10-year longevity increment:	$1,500
ii.	15-year longevity increment:	$2,500 (an additional $1,000)
iii.	20-year longevity increment:	$3,500 (an additional $1,000)

b. Effective April 19, 2020, the following longevity increments shall be, for all titles covered by this Agreement:

i.	10-year longevity increment:	$2,059
ii.	15-year longevity increment:	$3,059 (an additional $1,000)
iii.	20-year longevity increment:	$4,059 (an additional $1,000)

c. The rules for eligibility and pensionability of the longevity increment described in this subsection are set forth in Appendix A of this Agreement.

ARTICLE IV - WORK WEEK

Section 1.

The normal workweek for employees in each of the titles hereunder shall be 40 hours.

Section 2.

Wherever practicable, the normal work week shall consist of five (5) consecutive working days separated by two (2) consecutive days off. This shall not, however, constitute a bar to the investigation and implementation by the Employer with the Union's participation and consent of flexible work weeks, days or other alternative work schedule(s).

ARTICLE V - HOLIDAY PREMIUM

Section 1.

a. If an employee is required to work on any of the holidays listed in Section 9 of Article X, the employee shall receive a fifty percent (50 %) cash premium for all hours worked on the holiday and shall, in addition, receive compensatory time off at the employee's regular rate

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of pay. Compensatory time off earned pursuant to this Section may be scheduled by the agency either prior to or after the day on which the holiday falls.

b. If the holiday designated pursuant to this Agreement falls on a Saturday or a Sunday the following provisions shall apply:

i. The fifty percent (50%) cash premium and compensatory time off at the employee's regular rate of pay shall be paid to all employees who work on the actual holiday only.

ii. Employees required to work on the Friday or Monday day of observance designated pursuant to Article X, Section 9 shall receive compensatory time only.

iii. For an employee scheduled to work on both the Saturday or Sunday holiday and the day designated for observance the following shall apply:

(1) If the employee is required to work on only one of such days, the employee shall be deemed to have received compensatory time off and shall receive the fifty percent (50 %) cash premium only when required to work on the actual holiday.

(2) If the employee is required to work on both such days, the employee shall receive the fifty percent (50%) cash premium and compensatory time off at the employee's regular rate of pay only for all hours worked on the actual holiday.

c. **i.** If an employee is required to work on a holiday which falls on the employee's scheduled day off, the employee may choose whether such holiday work is to be compensated by the fifty percent (50%) cash premium and compensatory time off provided for above, or if the employee is otherwise eligible, by the overtime provisions of Article IX.

ii. An employee shall not receive for the same hours of work both (1) overtime pay and (2) the fifty percent (50%) cash premium and compensatory time off.

iii. Regardless of whether the holiday falls on a regular working day or on a scheduled day off, if the number of hours worked on such holiday exceeds the employee's normal daily tour of duty, all hours of work in excess of such normal daily tour of duty shall be covered by the provisions of Article IX.

d. Shifts which begin at 11 P.M. or later on the day before the holiday shall be deemed to have been worked entirely on the holiday, and shifts which begin at 11 P.M. or later on the holiday shall be deemed not to have been worked on the holiday.

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e. As an alternative to the methods of compensation provided in subsections 1(a), 1(b), and 1(c), an employee may elect in writing to receive compensation either entirely in cash or entirely in compensatory time for any such holiday worked. Such election shall be subject to the approval of the agency head or their designee and the decision shall be final. In no case shall the compensation under this provision exceed or be less than the value of the compensation provided under subsections 1(a), 1(b), or 1(c).

Section 2.

a. Holiday premium pay shall in all cases be computed on the individual employee's hourly rate of pay as determined in Section 6 of Article IX.

ARTICLE VI - OCCUPATIONAL SAFETY AND HEALTH

Section 1.

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

b. Motor vehicles and power equipment which are in compliance with minimum standards of applicable law shall be provided to employees who are required to use such devises.

c. Where necessary, first aid chests, adequately marked and stocked, shall be provided by the Employer in sufficient quantity for the number of employees likely to need them and such chests shall be reasonably accessible to the employees.

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

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

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remedy shall not exceed appropriations available in the current budget allocation for the involved agency for such purposes.

f. In any enclosed facility where employees are assigned to work, the Employer shall make reasonable efforts to provide for the personal security of employees while they are working.

g. When the Employer becomes aware of a safety hazard, which the Employer considers an imminent physical danger to employees at a worksite, the Employer shall remove the employees from the affected area.

ARTICLE VII - WELFARE FUND

Section 1.

a. Effective January 16, 2010, the City shall continue to contribute the pro-rata annual amount of $1, 428 for each active employee and $1,458 for each retired employee to the New York City Detectives Endowment Association Health and Welfare Fund pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel.

b. Effective February 16, 2016, the Employer shall reduce the pro-rata annual amount for each employee (active and retiree) by $50 per annum.

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.

This Agreement incorporates the terms of the May 5, 2014 and June 28, 2018 Letter Agreements regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee, as appended to this agreement.

ARTICLE VIII - ANNUITY

Section 1.

a. Effective April 13, 2003, the City shall continue to contribute for each employee, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each working day for which such employee is paid by the City, which amount shall not exceed $639.45 per annum for each employee in full pay status in the prescribed twelve (12) month period.

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b. Effective April 24, 2008 new hires shall not receive annuity contributions for the first 5 years of employment.

c. Contributions hereunder shall be remitted by the City and the District Attorneys 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.

ARTICLE IX - OVERTIME

In the event of any inconsistency between this Article and standards imposed by Federal or State Law, the Federal or State Law shall take precedence unless such Federal or State Law authorizes such inconsistency.

Section 1.

For purpose of the overtime provisions of this Agreement, all time during which an employee is in full pay status, whether or not such time is actually worked, shall be counted in computing the number of hours worked during the week.

Section 2.

a. "Authorized voluntary overtime" and "authorized voluntary standby time" shall be defined as overtime or standby time for work authorized by the agency head or the agency head's designee, which the employee is free to accept or decline.

b. "Ordered involuntary overtime" and "ordered involuntary standby time" shall be defined as overtime or standby time which the employee is directed in writing to work and which the employee is therefore required to work. Such overtime or standby time may only be authorized by the agency head or a representative of the agency head who is delegated such authority in writing.

Section 3.

a. Ordered involuntary overtime which results in an employee working in excess of forty (40) hours in any calendar week shall be compensated in cash at time and one half (1-1/2 times).

b. For those employees whose normal work week is less than forty (40) hours, any ordered involuntary overtime worked between the maximum of that work week and forty (40) hours in any calendar week, shall be compensated in cash at straight time (1x).

c. Upon the written approval of an employee's request by the agency head or designee, an employee who works ordered involuntary overtime shall have the option of being compensated in time off at the applicable rates provided in Sections 3(a) and 3(b).

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d. There shall be no rescheduling of days off and/or tours of duty to avoid the payment of overtime compensation. Any work performed on a scheduled day off shall be covered by this Article.

i. Effective February 16, 2016, this Article IX, Section 3(d) shall not apply to the first five rescheduled tours per employee per year.

e. Employees who are paid in cash or who are compensated for overtime pursuant to subsection (c) of this Section may not credit such time for meal allowance.

Section 4.

Authorized voluntary overtime which results in any employee working in excess of the employee's normal workweek in any calendar week shall be compensated in time off at the rate of straight time (lx).

Section 5.

No credit shall be recorded for unauthorized overtime. Credit for all authorized overtime beyond the normal work week shall accrue in units of one-half (1/2) hour to the nearest one-half (1/2) hour and only after one (1) hour.

Section 6.

The hourly rate of pay shall be determined by taking the below indicated fractional part of the affected employee's annual regular salary:

a. For employees whose basic work week is forty (40) hours:

$$\frac{1}{2088} \quad \text{or} \quad \frac{1}{261 \times 8}$$

b. Payment shall be computed and paid on a basis of quarter hour units actually worked beyond the normal scheduled work week, provided at least one (1) full hour is compensable in a calendar week. "Annual regular salary" shall in addition to all payments included in an employee's basic salary include all educational, assignment, and longevity differentials.

Section 7. Overtime Cap

a. These overtime provisions, including recall and standby provisions, shall apply to all covered per annum employees including those working more than half-time, and with permanent, provisional or temporary status, whose annual gross salary including overtime, all differentials and premium pay is not in excess of the amount set forth in subsection 7(d) for eligibility for cash compensated overtime (the "cap").

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b. When an employee's annual gross salary including overtime, all differentials and premium pay is higher than the cap, compensatory time at the rate of straight time shall be credited for authorized overtime. The gross salary shall be computed on an annual calendar year basis and for the purposes of this Section shall mean basic annual salary plus any monies earned.

c. Employees whose annual gross salary including overtime, all differentials and premium pay is in excess of the cap shall be required to submit periodic time reports at intervals of not less than one week, but shall not be required to follow daily time clock or sign-in procedures. The time report shall be in such form as is required by the Agency.

d. Effective January 16, 2010, the cap shall be $74,079
Effective September 3, 2011, the cap shall be $74,820
Effective September 3, 2012, the cap shall be $75,568
Effective September 3, 2013, the cap shall be $76,324
Effective September 3, 2014, the cap shall be $77,469
Effective September 3, 2015, the cap shall be $79,406
Effective September 3, 2016, the cap shall be $81,788
Effective September 26, 2017, the cap shall be $83,424
Effective September 26, 2018, the cap shall be $85,301
Effective October 26, 2019, the cap shall be $87,860

Thereafter, unless otherwise agreed by the parties, the cap amount shall be adjusted by any adjustments made to the Citywide Agreement overtime cap.

Section 8.

a. Effective December 1, 1999, employees who work authorized overtime, except authorized overtime compensated for in cash or pursuant to Section 3(c) of this Article, shall be entitled to the following meal allowances:

	Effective 12/1/99
For two continuous hours of overtime	$ 8.25
For five continuous hours of overtime	$ 8.75
For seven continuous hours of overtime	$10.75
For ten continuous hours of overtime	$11.75
For fifteen continuous hours of overtime	$12.75

b. Time off for meals shall not be computed as overtime. However, such time off shall not affect the continuity requirement for the above meal allowances.

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Section 9.

Employees recalled from home for authorized ordered involuntary overtime work, shall be guaranteed overtime payment in cash for at least four (4) hours, if eligible for cash payment under Section 7 of this Article. When an employee voluntarily responds to a request to come from home for voluntary authorized overtime work, such overtime shall be compensated in time off on an hour-for-hour basis but with minimum compensatory time of four (4) hours.

Section 10.

Compensatory time off for voluntary overtime work as authorized in this Article shall be scheduled at the discretion of the agency head but the agency head shall not schedule its use without the consent of the employee within the thirty (30) calendar days following its earning. However, all compensatory time off must be taken by the affected employee within the four (4) months following its earning. Any such compensatory time not so used by the employee's choice shall be added to the employee's sick leave balance. If the agency head call upon an employee not to take the compensatory time off or any part thereof within the four (4) months, that portion shall be carried over until such time as it can be liquidated.

Section 11.

a. Employees who volunteer to stand by in their homes, as authorized by competent authority, shall receive compensatory time credit on the basis of one-half (2) hour each hour of standby time.

b. Employees who are required, ordered and/or scheduled on an involuntary basis to stand by in their homes subject to recall, as authorized by the agency head or the agency head's designated representative shall receive overtime payment in cash for such time on the basis of one-half (2) hour paid overtime for each hour of standby time. Employees who reside on the work premises or are in post-graduate training status shall not be included in this provision.

Section 12.

Employees who are required to carry communication devices (or "beepers") shall not be restricted in ability to travel. Notwithstanding the above, they may be required to call in or may make other mutually agreeable accommodations with the agency.

Section 13.

The Employer and the Union may agree to apply a variation of the overtime provisions of this Agreement.

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Section 14.

Except in an emergency situation, when authorized and ordered by an agency head, or a designated representative, no employee shall be required to actually work more than two (2) consecutive normal shifts in any twenty-four (24) hour period nor shall said employee be required to work more than two (2) consecutive work shifts for more than two (2) consecutive weeks.

ARTICLE X - TIME AND LEAVE

Section 1.

a. All provisions of the Resolution approved by the Board of Estimate on June 5, 1956 on "Leave Regulations for Employees Who Are Under the Career and Salary Plan" (hereinafter "Leave Regulations") and amendments, and official interpretations relating thereto, in effect on the effective date of this Agreement and amendments which may be required to reflect the provisions of this Agreement shall apply to all employees covered by the Agreement.

Interpretations shall be defined as those rulings issued by the City Personnel Director pursuant to Section 6.6 of the Leave Regulations and which are printed in the official Leave Regulations.

This Section shall not circumscribe the authority of the City Personnel Director to issue new interpretations subsequent to the effective date of this Agreement. Such new interpretations shall be subject to the grievance and arbitration provisions of this Agreement.

b. Effective July, 1, 1991, The annual leave allowance for Employees hired prior to July 1, 1985 shall accrue as follows:

Work Week	Years of Service	Monthly Accrual	Allowance
40	Beginning of 15th year	18:00 hours	216:00 hours
	Beginning of 8th year	16:40 hours	200:00 hours
	First Year	13:20 hours	160:00 hours

c. The annual leave allowance for Employees who were hired on or after July 1, 1985; who have not served prior to July 1, 1985, in a title or an agency covered by the Leave Regulations; or who have not remained in continuous service in a title and agency subject to said Leave Regulations shall accrue as follows:

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Years In Service	Monthly Accrual	Allowance*
At the beginning of the 1st year	1 day after the first two months	10 work days (2 weeks)
At the beginning of the 2nd year	1 day plus 1 additional day at end of the 2nd year	13 work days (2 weeks and 3 days)
At the beginning of the 3rd year	1 day plus 1 additional day at end of the 3rd year	13 work days (2 weeks and 3 days)
At the beginning of the 4th year	1-1/4 days	15 work days (3 weeks)
At the beginning of the 5th year	1-2/3 days	20 work days (4 weeks)
At the beginning of the 8th year	2- days plus 1 additional day at end of the leave year	25 work days (5 weeks.)
At the beginning of the 15th year	2- 1/4 days per month	27 work days (5 weeks and 2 days)
		* Total after one full leave year at monthly accrual rates.

d. Effective July 1, 1991, the annual leave allowance for Employees who were hired on or after July 1, 1985; who have not served prior to July 1, 1985, in a title or an agency covered by the Leave Regulations; or who have not remained in continuous service in a title and agency subject to said Leave Regulations shall accrue pursuant as follows:

Work Week	Years of Service	Monthly Accrual	Allowance
40	Beginning of 15th year	18:00 hours	216:00 hours
	Beginning of 8th year	16:40 hours	200:00 hours
	Beginning of 5th year	13:20 hours	160:00 hours
	First Year	10:00 hours	120:00 hours

e. For employees hired on or after February 16, 2016, the annual leave allowance shall accrue as follows:

Years In Service	Monthly Accrual (hh:mm)*	Annual Allowance**
At the beginning of the 1st year	8:00	12 work days
At the beginning of the 2nd year	8:40	13 work days
At the beginning of the 3rd year	9:20	14 work days
At the beginning of the 5th year	12:40	19 work days
At the beginning of the 8th year	16:00	24 work days
At the beginning of the 15th year	17:20	26 work days
* (hh:mm) representing hours: minutes		
** Total after one full leave year at monthly accrual rates.		

Section 2.

a. Employee requests for annual leave made pursuant to agency policy or collective bargaining agreement, shall be in writing on a form supplied by the agency. Approval or disapproval of the request shall be made on the same form by a supervisor authorized to do so by the agency.

Decisions on requests for annual leave or for leave with pay shall be made within seven (7)

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working days of submission except for requests which cannot be approved at the local level or requests for leave during the summer peak vacation period or other such periods for which the Employer has established and promulgated a schedule for submission and decision of leave requests. Once a leave request has been approved, the approval may not be rescinded except in writing by the agency head.

If any agency head calls upon an employee to forego the employee's requested annual leave or any part thereof in any year, it must be in writing and that portion shall be carried over until such time as it can be liquidated.

b. In order to allow employees to make advanced plans, decisions on requests for annual leave in amounts of at least 5 consecutive work days or tours falling during an agency's designated summer peak vacation period shall be made not less than thirty (30) days prior to the scheduled commencement of said peak vacation period. Such requests must be made no later than forty-five (45) days or tours prior to the commencement of the summer peak vacation period or by the designated submission date for such requests, whichever is earlier. The summer peak vacation period shall be the period designated by an Agency as such, provided such period does not commence prior to Memorial Day Weekend or extend past September 30th. Nothing contained herein shall preclude employees from making annual leave requests in accordance with the other provisions of this Agreement.

c. Where an employee has an entitlement to accrued annual leave and/or compensatory time, and the City's fiscal condition requires employees who are terminated, laid off or who choose to retire in lieu of layoff, be removed from the payroll on or before a specific date, or where an employee cannot be considered for an extension of service past the mandatory retirement age because of budgetary considerations, the Employer shall provide the monetary value of accumulated and unused annual leave and/or compensatory time allowances standing to the employee's credit in a lump sum. Such payments shall be in accordance with the provisions of Executive Order 30, dated June 24, 1975.

Section 3.

a. Employees shall be credited with one (1) day of sick leave per month. Approved sick leave and annual leave may be used in units of one (1) hour. Any employee who has completed four (4) months of service may be permitted to take approved annual leave as it accrues. Approved sick leave may be used as it accrues. This section shall not alter the provisions of any existing unit agreement, which contains a more beneficial procedure.

b. It shall be the policy of the employer to allow employees to use during their current leave year the amount of annual leave accruable during that year, provided they have sufficient available leave balances. This provision shall be subject to the leave regulations referenced in Section 1 of this Article and the needs of the agency. Exceptions to this policy shall be on a reasonable and case-by-case basis.

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Section 4.

By June 1st of each year all employees shall be given an annual statement of all leave balances as of the preceding April 30th (sick leave, annual leave, compensatory time, holiday leave credits).

Section 5.

a. i. Except as provided in Section 5(a)(ii), sick leave shall be used only for personal illness of the employee. Approval of sick leave in accordance with the Leave Regulations is discretionary with the agency and proof of disability must be provided by the employee, satisfactory to the agency within five (5) working days of the employee's return to work. However, the employer may request proof of disability when an employee has been on sick leave for five or more consecutive working days. Such proof satisfactory to the agency must be submitted within five working days of such request.

ii. Notwithstanding the provisions of Section 5(a)(i), Employees may use two days per year from their sick leave balances for the care of ill family members. Approval of such leave is discretionary with the agency and proof of disability must be provided by the Employee, satisfactory to the agency within five (5) working days of the employee's return to work.

b. The provisions of Section 5(a) above notwithstanding, the agency may waive the requirement for proof of disability unless:

i. An employee requests sick leave for more than three (3) consecutive work days; or

ii. An employee uses undocumented sick leave more than five (5) times in a "sick leave period." Employees hired during a "sick leave period" shall be subject to the terms of this subsection commencing with the next complete "sick leave period"; or

iii. An employee uses undocumented sick leave more than four (4) times in a "sick leave period" on a day immediately preceding or following a holiday or a scheduled day off. Employees hired during a "sick leave period" shall be subject to the terms of this subsection commencing with the next complete "sick leave period."

c. For the purposes of Sections 5(b)(ii) and 5(b)(iii) above, the calendar year shall be divided into two (2), six (6) month "sick leave periods." They shall be: (1) January 1 to June 30, inclusive; and (2) July 1 to December 31, inclusive. An employee who exceeds the allowable number of undocumented absences in any "sick leave period" pursuant to Sections 5(b)(ii) and 5(b)(iii) above shall thereafter, commencing with the next "sick leave period," be required to submit medical documentation, satisfactory to the agency head, before further sick leave may be approved. The requirement for such documentation shall

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continue in effect until the employee has worked a complete "sick leave period" without being on sick leave more than two (2) times.

d. For the purposes of this Section 5 "one time" shall mean the consecutive use of one-half(1/2) or more work days for sick leave. Sick leave taken in units of less than one-half (1/2)work day shall be counted as "one time" on sick leave when the cumulative. total of such sick leave amounts to one-half(1/2) day.

e. The provisions of Section 5(b) above notwithstanding, the agency shall have the discretion to waive the medical documentation required pursuant to Sections 5(b)(ii), 5(b)(iii) and 5(c), for employees who have completed their third year of employment and thereafter have a current sick leave balance commensurate with the number of years of employment as follows:

3 years	21 days
4 years	28 days
5 years	35 days
6 years	42 days
7 years	49 days
8 years	56 days
9 years	63 days
10 years or more	70 days

f. It is not the intent of Sections 5(b) and 5(e) for an agency to regularly require proof of disability under normal circumstances.

g. Any employee who anticipates a series of three (3) or more medical appointments, which will require a repeated use of sick leave in units of one day or less shall submit medical documentation indicating the nature of the condition and the anticipated schedule of treatment. Sick leave taken pursuant to said schedule of treatment shall be deemed documented.

h. The medical documentation required by this Section shall be from a health practitioner licensed by the state in which she/he practices to diagnose and certify illness or disability. When an employee has been recommended for relief from duty by a medical practitioner acting in behalf of the Employer's Health Service, the time granted shall be considered documented sick leave for the day of the relief from duty only, unless otherwise specified by the Employer's practitioner.

Section 6.

The number of sick leave allowance days permitted to accumulate shall be unlimited.

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Section 7.

a. An employee's annual leave shall be changed to sick leave during a verified period of hospitalization. When an employee is seriously disabled but not hospitalized while annual leave, after the employee submits proof of such disability which is satisfactory to the agency head, such leave time may be charged to sick leave and not to annual leave at the employee's option.

b. Employees on approved sick leave who have exhausted their sick leave balances shall be placed on annual leave unless otherwise requested in writing for the duration of that absence, subject to continued proof of disability satisfactory to the agency.

Section 8.

Employees who are on agency approved work-study paid leave of absence shall not have annual leave credits deducted unless they actually request and take such annual leave, provided that annual leave accruals do not exceed the maximum permitted in this Agreement.

Section 9.

a. The regular holidays with pay shall be as follows:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11 - or other date established by NYS Legislature
Election Day	First Tuesday following the First Monday in November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

b. When a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following Monday. However, when an agency head deems it necessary to keep facilities open on both Monday and Friday,

employees may be scheduled to take time off on either the Monday or Friday. When either the holiday, or the day designated for observance, occurs on an employee's scheduled day off and the employee does not work on such day, the employee shall be entitled to one compensatory day off in lieu of the holiday.

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Section 10. **Line of Duty Injury Due to Assault**

Upon the determination by the head of an agency that an employee has been physically disabled because of an assault arising out of and in the course of the employee's employment, the agency head will grant the injured employee a leave of absence with pay not to exceed eighteen (18) months. No such leave with pay shall be granted unless the Worker's Compensation Division of the Law Department advises the head of the agency in writing that the employee's injury has been accepted by the Division as compensable under the Worker's Compensation Law, or if such injury is not accepted by the Division as compensable under such law, unless the Worker's Compensation Board determines that such injury is compensable under such law.

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

If an employee is granted a leave of absence with pay pursuant to this Section, the employee shall receive the difference between the employee's weekly salary and the employee's compensation rate without charge against annual leave or sick leave. The employee shall, as a condition of receiving benefits under this Section, execute an assignment of the proceeds of any judgment or settlement in any third-party action arising from such injury, in the amount of the pay received pursuant to this Section and medical disbursements, if any, made by the Employer, but not to exceed the amount of such proceeds. Such assignment shall be in the form prescribed by the Corporation Counsel. The injured employee shall undergo such medical examinations as are requested by the Worker's Compensation Division of the Law Department and the employee's agency, and when found fit for duty by the Worker's Compensation Board shall return to the employee's employment.

No benefits shall be paid while an employee is suspended pending disciplinary action, or if an employee is subsequently found culpable of having commenced the assault or unnecessarily continuing the assault. Benefits provided under this Section shall be in addition to but not concurrent with benefits provided under Section 7.0 and 7.1 of the Career and Salary Plan Leave Regulations.

Section 11. **Line of Duty Injury Other than Assault**

For employees who do not come under the provisions of Section 10 of this Article but who are injured in the course of employment, upon determination by the head of an agency that an employee has been physically disabled because of an injury arising out of and in the course of the

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employee's employment, through no fault of the employee, the agency head will grant the injured employee an extended sick leave with pay not to exceed three (3) months after all the employee's sick leave and annual leave balances have been exhausted. This additional leave must be taken immediately following the exhaustion of such balances. No such leave with pay shall be granted unless the Worker's Compensation Division of the Law Department advises the agency head in writing that the employee's injury has been accepted by the Division as compensable under the Worker's Compensation Law, or if such injury is not accepted by the Division as compensable under such law, unless the Worker's Compensation Board determines that such injury is compensable under such law. If an employee is granted extended sick leave with pay pursuant to this Section, the employee shall receive the difference between the employee's weekly salary and the employee's compensation rate for the period of time granted. The employee shall, as a condition of receiving benefits under this Section, execute an assignment of the proceeds of any judgment or settlement in any third party action arising from such injury, in the amount of the pay and medical disbursements received pursuant to this Section, but not to exceed the amount of such proceeds. Such assignment shall be in the form prescribed by the Corporation Counsel. The injured employee shall undergo such medical examinations as are requested by the Worker's Compensation Division of the Law Department and the employee's agency, and when found fit for duty by the Worker's Compensation Board shall return to the employee's employment.

Benefits provided under this Section shall be in addition to but not concurrent with benefits provided under Sections 7.0 and 7.1 of the Career and Salary Plan Leave Regulations.

Section 12.

a. Notwithstanding Sections 10 and 11 above, the parties reserve their rights pursuant to General Municipal Law Section 207-c. As a precondition to any action claiming an injury incurred in the line of duty, the Union agrees that it will elect that the action be brought under either General Municipal Law Section 207-c or under the procedures enumerated in Sections 10 and/or 11 of Article X of this Agreement.

b. Line of Duty Appeal Panel:
In the event a claim for benefits under Section 207-c of the General Municipal Law (GML) is denied, the employee and the Union may appeal the Employer's initial determination of eligibility, in writing to the District Attorney, within 120 days of the determination. The appeal shall be heard in accordance with the following procedure:

1. The appeal shall be heard by a Tri-Partite panel comprised of the following members:

    a. One impartial member, who shall be designated by agreement of the parties.
    b. One Employer member, designated by the District Attorneys' Offices.
    c. One Union member, as designated by the Union.

2. The Tri-Partite panel shall render a final determination with respect to the matter in

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question. The panel's order and award (if any) shall be limited to the application and interpretation of GML Section 207-c, pursuant to applicable law.

Section 13.

Within forty-five (45) days of the receipt by the Worker's Compensation Division of the Law Department of a claim for Worker's Compensation, the City shall notify the claimant of the approval or disapproval of the claim.

Failure to notify the employee within the forty-five (45) day time limit may be grieved at Step III of the grievance procedure without resorting to previous steps.

Section 14.

Pursuant to Executive Order No. 34, dated March 26, 1971, "Regulations Governing Cash Payments for Accrued Annual Leave and Accrued Compensatory Time on Death of an Employee while in the City's Employ," if an employee dies while in the **Employer's** employ, the employee's beneficiary or if no beneficiary is designated, then the employee's estate, shall receive payment in cash for the following:

a. All unused accrued annual leave to a maximum of fifty-four (54) days credit.

b. All unused accrued compensatory time earned subsequent to March 15, 1968 and retained pursuant to this Agreement, verifiable by official agency records, to a maximum of two hundred- (200) hours.

Section 15.

If an employee dies during the term of this Agreement because of an injury arising out of and in the course of the employee's employment through no fault of the employee, and in the proper performance of the employee's duties, a payment of twenty-five thousand dollars ($25,000) will be made from funds other than those of the Retirement System in addition to any other payment which may be made as a result of such death. Such payment shall be made to the same beneficiary designated for the purposes of Section 14 of this Article, or if no beneficiary is so designated, payment shall be made to the employee's estate.

Section 16.

If while in covered employment under the terms of this Agreement an employee dies, the Employer shall notify the beneficiary designated by the employee in the personnel folder as to what benefits may be available for the employee and as to where claims may be initiated for such benefits. If no beneficiary is designated, the public administrator of the county in which the employee last resided shall be notified.

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The employing agency shall promptly notify the appropriate retirement system and request it communicate with the beneficiary designated in the system's records.

Section 17.

a. Every employee is obligated to report for work as scheduled.

b. Except for the employees described in subsection (c) below, there shall be a grace period of five minutes at the beginning of the work shift. When an employee's lateness extends beyond the five-minute grace period, the full period of time between the scheduled reporting time and the actual reporting time shall be charged against such employee (e.g. an employee whose starting time is 9:00 a.m. who reports to work at 9:05 a.m. would not be "late," but such an employee with such a starting time who reports to work at 9:06 a.m. would be charged with six (6) minutes of lateness).

c. Lateness beyond the five-minute grace period shall be classified as "excused" or "not excused" and excused lateness shall not be charged against the employee. Lateness found by the agency head or the individual designated by the agency head to have been caused by unforeseen public transportation delays or other circumstances which arise after an employee leaves for work which cannot be anticipated (e.g. elevator breakdowns or private transportation breakdowns) which are beyond the ability of the tardy employee to control shall be excused. Such findings shall be reasonably made; and the tardy employee may be required to furnish proof satisfactory to the agency head of the cause of the lateness. A request for excusal shall not be unreasonably denied. A refusal to excuse a lateness may be appealed to the Commissioner of Labor Relations whose decision shall be final.

d. Deduction for unexcused lateness shall be made on a minute for minute basis from any compensatory time standing to an employee's credit and then, if there is no such credited time, from the employee's annual leave balances.

e. The City reserves the right and power appropriately and for just cause to discipline or to discharge an employee for excessive lateness.

f. Lateness caused by a verified major failure of public transportation, such as a widespread or total power failure of significant duration or other catastrophe of similar severity, shall be excused.

g. Each agency will prepare contingency plans for operation during a major failure of public transportation which would cause disabled employees, as defined in the Americans with Disabilities Act, great difficulty in reaching their regular work location. Such plans will include, where practicable and productive, provisions assigning disabled employees to report to agency locations closer to their homes. Such plans shall also include provisions for excusal by the agency head of absences on an individual basis for disabled employees. Decisions of the agency head with respect to absences under such plans shall not be subject

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to the grievance procedure.

Section 18.

a. Effective January 1, 1975, the terminal leave provision for all employees except as provided in subsections b. and c., below shall be as follows:

Terminal leave with pay shall be granted prior to final separation to employees who have completed at least ten (10) years of service on the basis of one (1) day of terminal leave for each two (2) days of accumulated sick leave up to a maximum of one hundred-twenty (120) days of terminal leave. Such leave shall be computed on the basis of work days rather than calendar days.

b. In the case where an employee has exhausted all or most of the employee's accrued sick leave due to a major illness, the agency head, in the agency head's discretion, may apply two and one-fifth (2 1/5) work days for each year of paid service as the basis for computing terminal leave in lieu of any other terminal leave. An employee's request for the application of this subsection shall not be unreasonably denied

c. Where an employee has an entitlement to terminal leave and the City's fiscal situation requires that employees who are terminated, laid off or retired be removed from the payroll on or before a specific date, or where an employee cannot be considered for an extension of service past the mandatory retirement age because of budgetary considerations, the Employer shall provide a monetary lump sum payment for terminal leave in accordance with the provisions of Executive Order 31, dated June 24, 1975.

Section 19.

a. A child care leave of absence without pay shall be granted to any employee (male or female) who becomes the parent of a child up to four years of age (or whose domestic partner registered pursuant to Executive Order 48, dated January 7, 1993, becomes the parent of a child up to four years of age), either by birth or by adoption, for a period of up to forty-eight (48) months. The use of this maximum allowance will be limited to one instance only. All other child care leaves of an employee shall be limited to a thirty-six (36) month maximum.

b. Prior to the commencement of child care leave, an employee shall be continued in pay status for a period of time equal to all of the employee's unused accrued annual leave and compensatory time.

c. Employees, who initially elect to take less than the forty-eight (48) month maximum period of leave or the thirty-six (36) months, may elect to extend such leave by up to two extensions, each extension to be a minimum of six (6) months. However, in no case may

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the initial leave period plus the one or two extensions total more than forty-eight (48) months or thirty-six (36) months.

d. This provision shall not diminish the right of the Agency Head or the Personnel Director, as set forth in Rule 5.1 of the Leave Regulations, to grant a further leave of absence without pay for child care purposes.

Section 20.

a. When a death in an employee's family occurs while the employee is on annual leave, such time as is excusable for death in the family shall not be charged to annual leave or sick leave. Family members are defined as follows: spouse; natural; foster or step –parent; child, brother, sister; father –in-law, mother-in-law; any relative residing in the household; domestic partner, provided such domestic partner is registered pursuant to the terms as defined in the New York Administrative Code section 1-112(21); grandchild.

Section 21.

Individual employee grievants shall be granted leave with pay for such time as is necessary to testify at arbitration hearings.

Leave with pay shall be granted to three (3) employees who are named grievants in a group arbitration proceeding for such time as is necessary for them to testify at their group arbitration hearings.

Leave with pay for such time as is necessary to testify at their hearings shall be granted to employees who, after final adjudication of proceedings under Section 210 paragraph 2(h) of the Civil Service Law, are determined not to have been in violation of Section 210.

Section 22.

Effective February 16, 2016, two days of firearms training shall occur on annual leave days. For each of these days, employees shall receive only a regular day's pay at the straight-time rate and eight (8) hours of annual leave shall be deducted from their leave bank for each day.

ARTICLE XI - 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:

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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 for supervisory responsibility in achieving and maintaining performance 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 **Employees** 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.

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 XII - HEALTH AND HOSPITALIZATION BENEFITS

Section 1.

The Labor-Management Health Insurance Policy Committee, with representation from the

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Municipal Labor Committee and from the Employer, for the purpose of consultation on policy only shall be continued.

Section 2.

a. Retirees shall continue to have the option of changing their previous choice of Health Plans. This option shall be:

   i. a one-time choice;
   ii. exercisable only after one year of retirement; and
   iii. exercisable at any time without regard to contract periods.

Such changes to a new plan shall be effectuated as soon as practicable but no later than the first day of the month three months after the month in which the application has been received by the New York City Employee Health Benefits Program.

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

Section 3.

If an employee has filed for any disability retirement and, prior to the approval of the application makes direct payment pursuant to the Comprehensive Omnibus Budget Reconciliation Act ("COBRA") to prevent discontinuation of the basic health insurance coverage, upon approval of the disability application the Employer shall request the basic health insurance carrier to reimburse the employee in the amount of the direct premiums paid by the employee which premiums were also paid by the Employer. The Employer shall upon request provide the employee with a letter to the carrier indicating the effective dates of coverage under the New York City Employee Health Benefits Program.

Section 4.

If an employee is laid off, on leave, or disabled, and has City contributions for basic health insurance discontinued, the Union may make direct COBRA payments on behalf of such employee to the New York City Employee Health Benefits Program carriers at 102 percent of the group rate for such coverage for a maximum period of thirty-six (36) months from the date of discontinuance.

Section 5.

The Commissioner of Labor Relations and the City Personnel Director will recommend to the New York City Employee Health Benefits Program that retirees be permitted to add dependents to such

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retirees' coverage under the New York City Employee Health Benefits Program on the same terms and conditions as active employees.

Section 6.

At the present time, the Employer is providing certain electronic data processing tapes and other relevant information necessary for the administration of certain supplemental health and welfare plans. The cost of supplying such tapes and information will be borne by the entity requesting same.

Section 7.

The City shall continue to provide a fully paid choice of health and hospitalization insurance plans for each employee, not to exceed 100% of the full cost of HIP-HMO on a category basis. There will be an annual reopening period during the term of this Agreement for active employees to exercise their choice among medical plans, unless otherwise agreed to by the MLC.

Section 8.

a. Effective July 1, 1983 and thereafter, the City's cost for each employee and each retiree under age 65 coverage shall be equalized at the Community rated basic HIP/HMO plan payment rate as approved by the State Department of Insurance on a category basis of individual or family, e.g. the Blue Cross/GHI-CBP payment for family coverage shall be equal to the HIP/HMO payment for family coverage.

b. If a replacement plan is offered to employees and retirees under age 65 which exceeds the cost of the HIP/HMO equalization provided in Section 3a, the City shall not bear the additional costs.

c. The City (and other related Employers) shall continue to contribute on a City employee benefits program-wide basis the additional annual amount of $30 million to maintain the health insurance stabilization reserve fund which shall be used to continue equalization and protect the integrity of health insurance benefits.

The health insurance stabilization reserve fund shall be used: to provide a sufficient reserve; to maintain to the extent possible the current level of health insurance benefits provided under the Blue Cross/GHI-CBP plan; and, if sufficient funds are available, to fund new benefits.

The health insurance stabilization reserve fund shall be credited with the dividends or reduced by the losses attributable to the Blue Cross/GHI-CBP plan.

d. In the event that there is a Citywide or program-wide health insurance package which exceeds the cost of the equalization and stabilization fund described above, the parties (the MLC) may negotiate reconfiguration of this package which in no event will provide for

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costs in excess of the total costs of this Agreement as set forth herein. However, it is understood that the PBA of the DA will not be treated any better or any worse than any other Union participating in the Citywide or Program-wide Health Program with regard to increased health insurance costs.

Section 9. **Health Care Flexible Spending Account**

a. A flexible health care spending account shall be established after July 1993 pursuant to Section 125 of the IRS Code. Those employees eligible for New York City health plan coverage as defined on page 32, section 4(B) of the 1992 New York City Health Summary Program Description shall be eligible to participate in the account. Participating employees shall contribute at least $260 per year up to a maximum of $5,000 per year. Said contribution minimum and maximum levels may be modified by the MLC Health Advisory Committee based on experience of the plan. Any unfunded balance may be deducted from final salary payments due an employee.

b. Expenses of the account shall include but not be limited to deductibles, co-insurance, co-payments, excess expenses beyond plan limits, physical exams and health related transportation costs for vision, dental, medical and prescription drug plans where the employee and dependents are covered. In no case will any of the above expenses include those non-deductible expenses defined as non-deductible in IRS Publication 502.

c. An administrative fee of $1.00 per week shall be charged for participation in the program. An employee's participation in the account is irrevocable during a plan year. At the close of the plan year any excess balance in an employee's account will not be refunded.

ARTICLE XIII - CAR ALLOWANCES

Section 1.

Employees who are receiving a per Diem allowance in lieu of a mileage allowance for authorized and actual use of their own cars may elect reimbursement on a standard mileage basis. Such election shall be irrevocable.

Section 2.

Effective as of the dates set forth below compensation to employees for authorized and required use of their own cars shall be at the indicated rate. There shall be a minimum guarantee of thirty (30) miles for each day of authorized and actual use. Said mileage allowance is not to include payment for the distance traveled from the employee's home to the first work location in a given day or from the last work location to the employee's home unless the employee is authorized and required to carry special equipment or materials which cannot feasibly be transported via mass transit.

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Effective Date :	Amount:
May 1, 2000	$0.28

ARTICLE XIV – CIVIL LEGAL DEFENSE FUND

Section 1.

a. Effective April 13, 2003, the City shall continue to contribute $50 per annum for each active Employee to a civil legal defense fund pursuant to the terms of a supplemental agreement between the City and Union as approved by the Corporation Counsel.

b. Such payments shall be made pro-rata by the City every twenty-eight (28) days.

ARTICLE XV - PERSONNEL AND PAY PRACTICES

Section 1.

All regular paychecks of employees shall be itemized to include overtime, additional wage benefits (including back pay), and differentials.

Section 2.

Consistent with, and subject to security requirements, paychecks shall be released on the preceding day as soon as possible after 3:00 P.M. for all employees who would not normally receive their paychecks during their working hours on the scheduled payday.

Section 3.

Authorized carfare and telephone expenses shall be reimbursed within one month of submission of an appropriate claim for reimbursement.

Section 4.

a. In the event of an overpayment to an employee which is agreed by both parties to be erroneous, the employer shall not make wage deductions for recoupment purposes in amounts greater than: 10% if the employee's gross pay is under $17,500, 15% if the employee's gross pay is $17,500 or over and under $32,500, and 25% if the employee's gross pay is $32,500 or more. In the event the employee disputes the alleged erroneous overpayment, the employee or the Union, except as provided in Section 8(b), may appeal to the Office of Labor Relations ("OLR") within 20 days of a notice by the employer of its intent to recoup the overpayment and no deduction for recoupment shall be made until

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OLR renders a decision, which decision shall be final. Nothing contained above shall preclude the parties or affected individuals from exercising any rights they may have under law.

b. Any recoupment shall be limited to the period up to six years prior to the commencement of such proceedings for recoupment.

Section 5.

Any employee who is required to take a medical examination to determine if the employee is physically capable of performing the employee's full duties, and who is found not to be so capable, shall, as far as practicable, be assigned to in-title and related duties in the same title during the period of the employee's disability. If a suitable position is not available, the Employer shall offer the employee any available opportunity to transfer to another title for which the employee may qualify by the change of title procedure followed by the New York City Department of Personnel pursuant to Rule 6. 1.1 of the City Personnel Director's Rules or by noncompetitive examination offered pursuant to Rule 6.1.9 of the City Personnel Director's Rules.

If such an employee has ten (10) years or more of retirement system membership service and is considered permanently unable to perform all the duties of the employee's title and no suitable in-title position is available, the employee shall be referred to the New York City Employee's Retirement System and recommended for ordinary disability retirement.

Section 6.

a. Interest on wage increases shall accrue at the rate of three percent (3%) per annum from one hundred-twenty (120) days after execution of the applicable agreement or one hundred-twenty (120) days after the effective date of the increase, whichever is later, to the date of actual payment.

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

c. Interest accrued under subsections 10(a) or 10(b) shall be payable only if the amount of interest due to an individual employee exceeds five dollars ($5.00).

Section 7.

The Union shall be provided with a copy of the applicable personnel rules, regulations, policies and procedures as distributed by the agency.

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Section 8.

The Employer shall not withhold entire paychecks when an employee has no leave balance to cover absences without pay, due to illness, up to a maximum of five (5) days, provided the affected employee has five (5) years of service as a member of the New York City Employee's Retirement System. Appropriate deductions shall be made in a subsequent paycheck. Employees with a negative leave balance shall not be covered by this Section.

Section 9.

a. If an employee's paycheck is lost by the Employer, the Employer shall secure a handwritten replacement check for the employee within three (3) working days after receipt of an affidavit by the employee stating that he/she has not received the lost check or any proceeds from it.

b. If the paycheck of an employee who is already on payroll is withheld as the result of an error which is solely the fault of the Employer, the Employer shall make payment in (4) four working days except when the large effort of paying retroactive monies is involved.

Section 10.

Employees who have retired or left employment for other reasons shall be paid negotiated increases, premium pay, shift differential, overtime, and any other monies due them as soon as possible.

Section 11.

Effective June 18, 2021, the Employer may require that all newly hired employees be paid exclusively through direct deposit or electronic funds transfer. For employees on direct deposit, the employer may provide pay stubs electronically except where the employee has requested in writing to receive a printed pay stub. Further, the parties shall work together regarding incumbent employees' enrollment in direct deposit, with the objective of 100% of employees being paid electronically.

ARTICLE XVI - EVALUATIONS AND PERSONNEL FOLDERS

Section 1.

An employee shall be required to accept a copy of any evaluatory statement of the employee's work performance or conduct prepared during the term of this Agreement if such statement is to be placed in the employee's permanent personnel folder whether at the central office of the agency or in another work location. Prior to being given a copy of such evaluatory statement, the employee must sign a form which shall indicate only that the employee was given a copy of the evaluatory statement but that the employee does not necessarily agree with its contents. The employee shall have the right to answer any such evaluatory statement filed and the answer shall be attached to

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the file copy. Any evaluatory statement with respect to the employee's work performance or conduct, a copy of which is not given to the employee, may not be used in any subsequent disciplinary actions against the employee. At the time disciplinary action is commenced, the Employer shall review the employee's personnel folder and remove any of the herein described material which has not been seen by the employee.

An employee shall be permitted to view the employee's personnel folder once a year and when an adverse personnel action is initiated against the employee by the Employer. The viewing shall be in the presence of a designee of the Employer and held at such time and place as the Employer may prescribe.

Section 2.

If an employee finds in the employee's personnel folder any material relating to the employee's work performance or conduct in addition to evaluatory statements prepared after July 1, 1967 (or the date the agency came under the provisions of the Citywide Agreement, whichever is later), the employee shall have the right to answer any such material filed and the answer shall be attached to the file copy.

ARTICLE XVII - UNION ACTIVITY AND RIGHTS

Section 1.

Time spent by union officials and representatives in the conduct of labor relations shall be governed by the provisions of Mayor's Executive Order No. 75, as amended dated March 22, 1973, or any other applicable Executive Order or local law, or as otherwise provided in this Agreement. No employee shall otherwise engage in Union activities during the time the employee is assigned to the employees' regular duties.

Section 2.

a. Where orientation kits are supplied to new employees, unions certified to represent such employees shall be permitted to have included in the kits union literature, provided such literature is first approved for such purpose by the Office of Labor Relations.

b. The Employer shall distribute to all newly hired employees information regarding their union administered health and security benefits, including the name and address of the fund that administers said benefits, provided such fund supplies the Employer the requisite information printed in sufficient quantities.

c. The Employer shall distribute information regarding the New York City Employee Health Benefits Program and enrollment forms to eligible employees prior to the completion of thirty (30) days of employment.

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Section 3.

The Union shall have reasonable access to its dues check-off authorization cards in the custody of the Employer

Section 4.

The Employer shall furnish to a certified union, once a year between March 15 and July 1, a listing of employees by Job Title Code, home address when available, Social Security Number and Department Code Number, as of December 31st of the preceding year. This information shall be furnished to a certified union through the Municipal Labor Committee.

ARTICLE XVIII - GRIEVANCE PROCEDURE

Section 1.

The following grievance procedure shall be applicable to all employees covered by this Agreement.
The terms *Employer* and *Agency* as used in this Article XVII shall mean the Office of the District Attorney in which the grievant is employed.

The availability of grievance or arbitration procedures hereunder shall not justify a failure to follow orders.

Section 2. 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.

Section 3.

The Grievance Procedure shall be as follows:

All grievances must be presented in writing at all steps in the grievance procedure. For all grievances as defined in Section 2c, no monetary award shall in any event cover any period prior

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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 District Attorney 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 hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall issue a determination in writing within five (5) working days following the date of submission.

STEP II - An appeal from an unsatisfactory determination at **STEP I** where applicable, shall be presented in writing to the District Attorney or the District Attorney'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** determination. The District Attorney 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 within ten (10) working days 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 **STEP I** and **STEP II** grievance filings and any agency responses thereto. Copies of such appeal shall be sent to the District Attorney. 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 twenty (20) 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 **Office of Labor Relations** on behalf of 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 **Office of Labor Relations** on behalf of 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 **Employer** and the **Union** shall each pay 50% of the fees and expenses of the arbitrator and of all other expenses incidental to such arbitration. The costs of one copy for each party and one 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

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the **Agreement** or any rule, regulation, written policy or order mentioned in Section 1 of this Article. The arbitrator's award shall be final and binding and enforceable in any appropriate tribunal in accordance with **Article 75 of the Civil Practice Law and Rules**. The arbitrator may provide for and direct such relief as the arbitrator deems necessary and proper, subject to the limitations set forth above and any applicable limitations of law.

Section 4.

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 5.

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. A copy of such filing shall be sent by the **Union** or the grievant to the District Attorney. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance.

Section 6.

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

Section 7.

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

Section 8.

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

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Section 9.

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

Section 10.

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 11. Expedited Arbitration Procedure

a. The parties agree that there is a need for an expedited arbitration process which would allow for the prompt adjudication of grievances as set forth below.

b. The parties voluntarily agree to submit matters to final and binding arbitration pursuant to the New York City Collective Bargaining Law and under the jurisdiction of the Office of Collective Bargaining. An arbitrator or panel of arbitrators, as agreed to by the parties, will act as the arbitrator of any issue submitted under the expedited procedure herein.

c. The selection of those matters which will be submitted shall include, but not limited to, out-of-title cases concerning all titles and other cases pursuant to mutual agreement by the parties. The following procedures shall apply:

i. **SELECTION AND SCHEDULING OF CASES:**

(1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 14 and notify the parties of proposed hearing dates for such cases.

(2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) to raise any objections thereto.

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

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

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ii. **CONDUCT OF HEARINGS:**

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

(2) In the event either party is unable to proceed with hearing a particular case, the case shall be rescheduled. However, only one adjournment shall be permitted. In the event that either party is unable to proceed on a second occasion, a default judgment may be entered against the adjourning party at the Arbitrator's discretion absent good cause shown.

(3) The Arbitrator shall not be precluded from attempting to assist the parties in settling a particular case.

(4) A decision will be issued by the Arbitrator within two weeks. It will not be necessary in the Award to recount any of the facts presented. However, a brief explanation of the Arbitrator's rationale may be included. Bench decisions may also be issued by the Arbitrator.

(5) Decisions in this expedited procedure shall not be considered as precedent for any other case nor entered into evidence in any other forum or dispute except to enforce the Arbitrator's award.

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

ARTICLE XIX - 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'** meal periods, subject to availability of appropriate space and provided such meetings do not interfere with the **Employer's** business.

ARTICLE XX - NO STRIKE

The terms of the no strike provisions contained in separate collective bargaining agreements covering employees also covered under this Agreement are deemed fully incorporated at length herein.

ARTICLE XXI - RESOLUTION

This Agreement shall constitute and be deemed a complete adjustment and settlement of all demands and items presented, and as to all of such demands and items there shall be no further collective bargaining for effectiveness during the period of time from January 16, 2010 to June 18, 2019. Nor, during the foregoing period of time, shall the Union engage in any activity for the

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enactment of any law, the effect of which would increase the monetary cost to the Employer beyond the benefits granted under this Agreement.

ARTICLE XXII - LABOR- MANAGEMENT COMMITTEE

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5

Pursuant to the terms of section 12 of the January 16, 2010 to March 18, 2019 MOA dated December 14, 2015, which was subsequently extended by 3 months to June 18, 2019, the parties agree that a labor-management committee will be formed at each District Attorney's Office to discuss the issue of promotions from Rackets Investigator to Senior Rackets Investigator.

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ARTICLE XXIII – 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 XXIV – 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 XXV - SAVINGS CLAUSE

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

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Appendix A
Longevity Increment Eligibility Rules

1. Only service in pay status shall be used to calculate the 10 years of service, except that for other than full time per annum employees a continuous year of service in pay status shall be used to calculate years of service. A continuous year of service shall be a full year of service without a break of more than 31 days. Where the regular and customary work year for a title is less than a twelve month year such as a school year, such regular and customary year shall be credited as a continuous year of service counting towards years of service. If the normal work year for an employee is less than the regular and customary work year for the employee's title, it shall be counted as a continuous year of service if the employee has customarily worked that length of work year and the applicable agency verifies that information.

2. Service in pay status prior to any breaks in service of more that one year shall not be used to calculate 10 years of service. Where an employee has less than seven years of continuous service in pay status, breaks in service of less than one year shall be aggregated. Where breaks in service aggregate to more than one year they shall be treated as a break in service of more than one year and the service prior to such breaks and the aggregated breaks shall not be used to calculate 10 years of service. No break used to disqualify service shall be used more than once.

3. The following time in which an employee is not in pay status shall not constitute a break in service as specified in the paragraph 2 above.

   a. Time on a leave approved by the proper authority which is consistent the Rules and Regulations of the Personnel Director or the appropriate personnel authority of a covered organization.

   b. Time prior to a reinstatement.

   c. Time on a preferred list pursuant to Civil Service Law Sections 80 and 81 or any similar contractual provision.

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

   Notwithstanding the above, such time as specified in subsection a, b and c above shall not be used to calculate the 10 years of service.

4. Once an employee has completed the 10 years of "City" service in pay status and is eligible to receive the 10-year longevity increment it shall become part of the employee's base rate for all purposes except as provided in paragraph 5 below.

5. The 10-year longevity increment shall not become pensionable until fifteen months after the employee becomes eligible to receive such increment. Fifteen months after the employee becomes eligible to receive the 10 year longevity increment, such longevity increment shall become pensionable and as part of the employee's base rate, shall be subject to the general increase provided in Section 3a of this agreement.

6. Members of the bargaining unit working under waivers will not have past service credited towards longevity increment.

WHEREFORE, we have hereunto set our hands and seals this 1st day of November, 2021.

For the City of New York and the District Attorneys' Offices of the City of New York:

By: _____
Renee Campion
Commissioner of Labor Relations

For Detective Investigators Association:

By: _____
John Freck
President

APPROVED AS TO FORM:

BY: _____
Eric Eichenholtz
Acting Corporation Counsel

CERTIFIED TO THE FINANCIAL CONTROL BOARD

DATE: _____

UNIT: Detective Investigators, et al.
TERM: June 19, 2019 through January 18, 2023

OFFICE OF LABOR RELATIONS
REGISTRATION
OFFICIAL CONTRACT
NO: 22008
DATE: December 20th, 202

The City of New York

Office of Labor Relations

22 Cortlandt Street, New York, NY 10007
nyc.gov/olr

Renee Campion
Commissioner
Steven H. Banks
First Deputy Commissioner
General Counsel

Claire Levitt
Deputy Commissioner
Health Care Strategy
Georgette Gestely
Director, Employee Benefits Program

November 1, 2021

Mr. John Freck
President
Detective Investigator Association
c/o Michael A. Palladino, Esq.
Pitta, LLP
120 Broadway, 28th Floor
New York, NY 10271

Dear Mr. Freck:

The parties agree that if any of the titles in the Detective Investigator's collective bargaining unit should be deemed to be covered by the provisions of the Fair Labor Standards Act, the Overtime and Time and Leave articles of this agreement shall be amended to reflect the references to the Fair Labor Standards Act consistent with those in the 1995-2000 Citywide Agreement or its successors.

Please indicate your agreement with these terms by signing below.

Very truly yours,

Renee Campion

AGREED and ACCEPTED:

Mr. John Freck
President

22008

The City of New York

Office of Labor Relations

22 Cortlandt Street, New York, NY 10007
nyc.gov/olr

Renee Campion
Commissioner
Steven H. Banks
First Deputy Commissioner
General Counsel

Claire Levitt
Deputy Commissioner
Health Care Strategy
Georgette Gestely
Director, Employee Benefits Program

Mr. John Freck
President
Detective Investigator Association
c/o Michael A. Palladino, Esq.
Pitta, LLP
120 Broadway, 28th Floor
New York, NY 10271

RE: Paid Family Leave

Dear Mr. Freck:

The parties agree that the DIA shall have the option to enter into the New York State Paid Family Leave Benefit Program during the term of the collective bargaining agreement by serving written notice to the City of New York Office of Labor Relations that the DIA membership has ratified and agreed to opt into the State Program. Within thirty (30) days of service of the DIA ratification notice, the parties will meet to discuss the terms and conditions of entering the Paid Family Leave Program and the effective date of coverage.

Please indicate your agreement with these terms by signing below.

Very truly yours,

Renee Campion

AGREED and ACCEPTED:

Mr. John Freck
President

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

ROBERT W. LINN
Commissioner

May 5, 2014

Harry Nespoli
Chair, Municipal Labor Committee
125 Barclay Street
New York, NY 10007

Dear Mr. Nespoli:

This is to confirm the parties' mutual understanding concerning the following issues:

1. Unless otherwise agreed to by the parties, the Welfare Fund contribution will remain constant for the length of the successor unit agreements, including the $65 funded from the Stabilization Fund pursuant to the 2005 Health Benefits Agreement between the City of New York and the Municipal Labor Committee.

2. Effective July 1, 2014, the Stabilization Fund shall convey $1 Billion to the City of New York to be used to support wage increases and other economic items for the current round of collective bargaining (for the period up to and including fiscal year 2018). Up to an additional total amount of $150 million will be available over the four year period from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties. Thereafter, $ 60 million per year will be available from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties.

3. If the parties decide to engage in a centralized purchase of Prescription Drugs, and savings and efficiencies are identified therefrom, there shall not be any reduction in welfare fund contributions.

4. There shall be a joint committee formed that will engage in a process to select an independent healthcare actuary, and any other mutually agreed upon additional outside expertise, to develop an accounting system to measure and calculate savings.

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5. The MLC agrees to generate cumulative healthcare savings of $3.4 billion over the course of Fiscal Years 2015 through 2018, said savings to be exclusive of the monies referenced in Paragraph 2 above and generated in the individual fiscal years as follows: (i) $400 million in Fiscal Year 2015; (ii) $700 million in Fiscal Year 2016; (iii) $1 billion in Fiscal Year 2017; (iv) $1.3 billion in Fiscal Year 2018; and (v) for every fiscal year thereafter, the savings on a citywide basis in health care costs shall continue on a recurring basis. At the conclusion of Fiscal Year 2018, the parties shall calculate the savings realized during the prior four-year period. In the event that the MLC has generated more than $3.4 billion in cumulative healthcare savings during the four-year period, as determined by the jointly selected healthcare actuary, up to the first $365 million of such additional savings shall be credited proportionately to each union as a one-time lump sum pensionable bonus payment for its members. Should the union desire to use these funds for other purposes, the parties shall negotiate in good faith to attempt to agree on an appropriate alternative use. Any additional savings generated for the four-year period beyond the first $365 million will be shared equally with the City and the MLC for the same purposes and subject to the same procedure as the first $365 million. Additional savings beyond $1.3 billion in FY 2018 that carry over into FY 2019 shall be subject to negotiations between the parties.

6. The following initiatives are among those that the MLC and the City could consider in their joint efforts to meet the aforementioned annual and four-year cumulative savings figures: minimum premium, self-insurance, dependent eligibility verification audits, the capping of the HIP HMO rate, the capping of the Senior Care rate, the equalization formula, marketing plans, Medicare Advantage, and the more effective delivery of health care.

7. Dispute Resolution

a. In the event of any dispute under this agreement, the parties shall meet and confer in an attempt to resolve the dispute. If the parties cannot resolve the dispute, such dispute shall be referred to Arbitrator Martin F. Scheinman for resolution.
b. Such dispute shall be resolved within 90 days.
c. The arbitrator shall have the authority to impose interim relief that is consistent with the parties' intent.
d. The arbitrator shall have the authority to meet with the parties at such times as the arbitrator determines is appropriate to enforce the terms of this agreement.
e. If the parties are unable to agree on the independent health care actuary described above, the arbitrator shall select the impartial health care actuary to be retained by the parties.
f. The parties shall share the costs for the arbitrator and the actuary the arbitrator selects.

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

Sincerely,

Robert W. Linn
Commissioner

Agreed and Accepted on behalf of the Municipal Labor Committee

BY: _____
Harry Nespoli, Chair

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OFFICE OF LABOR RELATIONS

40 Rector Street, New York, N.Y. 10006-1705
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ROBERT W. LINN
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First Deputy Commissioner
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Deputy Commissioner
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MAYRA E. BELL
General Counsel
GEORGETTE GESTELY
Director, Employee Benefits Program

June 28, 2018

Harry Nespoli, Chair
Municipal Labor Committee
125 Barclay Street
New York, New York

Dear Mr. Nespoli:

1. This is to confirm the parties' mutual understanding concerning the health care agreement for Fiscal Years 2019 – 2021:

    a. The MLC agrees to generate cumulative healthcare savings of $1.1 billion over the course of New York City Fiscal Years 2019 through 2021. Said savings shall be generated as follows:
        i. $200 million in Fiscal Year 2019;
        ii. $300 million in Fiscal Year 2020;
        iii. $600 million in Fiscal Year 2021, and
        iv. For every fiscal year thereafter, the $600 million per year savings on a citywide basis in healthcare costs shall continue on a recurring basis.
    b. Savings will be measured against the projected FY 2019-FY 2022 City Financial Plan (adopted on June 15, 2018) which incorporates projected City health care cost increases of 7% in Fiscal Year ("FY") 2019, 6.5% in FY 2020 and 6% in FY 2021. Non-recurring savings may be transferrable within the years FY 2019 through FY 2021 pursuant only to 1(a)(i), 1(a)(ii), 1(a)(iii) above. For example:
        i. $205 million in FY 2019 and $295 million in FY 2020 will qualify for those years' savings targets under 1(a)(i) and 1(a)(ii).
        ii. $210 million in FY 2019, $310 million in FY 2020, and $580 million in FY 2021 will qualify for those years' savings targets under 1(a)(i), 1(a)(ii), 1(a)(iii).
        iii. In any event, the $600 million pursuant to 1(a)(iv) must be recurring and agreed to by the parties within FY 2021, and may not be borrowed from other years.

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c. Savings attributable to CBP programs will continue to be transferred to the City by offsetting the savings amounts documented by Empire Blue Cross and GHI against the equalization payments from the City to the Stabilization Fund for FY 19, FY 20 and FY 21, unless otherwise agreed to by the City and the MLC. In order for this offset to expire, any savings achieved in this manner must be replaced in order to meet the recurring obligation under 1(a)(iv) above.

d. The parties agree that any savings within the period of FY 2015 - 2018 over $3.4 billion arising from the 2014 City/MLC Health Agreement will be counted towards the FY 2019 goal. This is currently estimated at approximately $131 million but will not be finalized until the full year of FY 2018 data is transmitted and analyzed by the City's and the MLC's actuaries.

e. The parties agree that recurring savings over $1.3 billion for FY 2018 arising under the 2014 City/MLC Health Agreement will be counted toward the goal for Fiscal Years 2019, 2020, 2021 and for purposes of the recurring obligation under 1(a)(iv) above. This is currently estimated at approximately $40 million but will not be finalized until the full year of FY 2018 data is transmitted and analyzed by the City's and the MLC's actuaries. Once the amount is finalized, that amount shall be applied to Fiscal Years 2019, 2020, 2021 and to the obligation under 1(a)(iv).

2. After the conclusion of Fiscal Year 2021, the parties shall calculate the savings realized during the 3 year period. In the event that the MLC has generated more than $600 million in recurring healthcare savings, as agreed upon by the City's and the MLC's actuaries, such additional savings shall be utilized as follows:

   a. The first $68 million will be used by the City to make a $100 per member per year increase to welfare funds (actives and retirees) effective July 1, 2021. If a savings amount over $600 million but less than $668 million is achieved, the $100 per member per year (actives and retirees) increase will be prorated.

   b. Any savings thereafter shall be split equally between the City and the MLC and applied in a manner agreed to by the parties.

3. Beginning January 1, 2019, and continuing unless and until the parties agree otherwise, the parties shall authorize the quarterly provision of the following data to the City's and MLC's actuaries on an ongoing quarterly basis: (1) detailed claim-level health data from Emblem Health and Empire Blue Cross including detailed claim-level data for City employees covered under the GHI-CBP programs (including Senior Care and Behavioral Health information); and (2) utilization data under the HIP-HMO plan. Such data shall be provided within 60 days of the end of each quarterly period. The HIP-HMO utilization data will also be provided to the City's and MLC's actuaries within 60 days of the execution of this letter agreement for City Fiscal Year 2018 as baseline information to assess ongoing savings. The HIP-HMO data shall include: (i) utilization by procedure for site of service benefit changes; (ii) utilization by disease state, by procedure (for purposes of assessing Centers of Excellence); and (iii) member engagement data for the Wellness program, including stratifying members by three tranches (level I, II and II). The data shall include baseline data as well as data regarding the assumptions utilized in determining expected savings for comparison. The data described in this paragraph shall be provided pursuant to a data sharing agreement entered into by the City and MLC, akin to prior data agreements, which shall provide for the protection of member privacy and related concerns, shall cover all periods addressed by this Agreement (i.e., through June 30, 2021 and thereafter), and shall be executed within thirty days of the execution of this letter agreement.

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4. The parties agree that the Welfare Funds will receive two $100 per member one-time lump-sum payments (actives and retirees) funded by the Joint Stabilization Fund payable effective July 1, 2018 and July 1, 2019.

5. The parties recognize that despite extraordinary savings to health costs accomplished in the last round of negotiations through their efforts and the innovation of the MLC, and the further savings which shall be implemented as a result of this agreement, that the longer term sustainability of health care for workers and their families, requires further study, savings and efficiencies in the method of health care delivery. To that end, the parties will within 90 days establish a Tripartite Health Insurance Policy Committee of MLC and City members, chaired by one member each appointed by the MLC and the City, and Martin F. Scheinman, Esq. The Committee shall study the issues using appropriate data and recommend for implementation as soon as practicable during the term of this Agreement but no later than June 30, 2020, modifications to the way in which health care is currently provided or funded. Among the topics the Committee shall discuss:

    a. Self-insurance and/or minimum premium arrangements for the HIP HMO plan.
    b. Medicare Advantage- adoption of a Medicare Advantage benchmark plan for retirees
    c. Consolidated Drug Purchasing- welfare funds, PICA and health plan prescription costs pooling their buying power and resources to purchase prescription drugs.
    d. Comparability- investigation of other unionized settings regarding their methodology for delivering health benefits including the prospect of coordination/cooperation to increase purchasing power and to decrease administrative expenses.
    e. Audits and Coordination of Benefits- audit insurers for claims and financial accuracy, coordination of benefits, pre-65 disabled Medicare utilization, End Stage Renal Disease, PICA, and Payroll Audit of Part Time Employees.
    f. Other areas- Centers of Excellence for specific conditions; Hospital and provider tiering; Precertification Fees; Amendment of Medicare Part B reimbursement; Reduction of cost for Pre-Medicare retirees who have access to other coverage; Changes to the Senior Care rate; Changes to the equalization formula.
    g. Potential RFPs for all medical and hospital benefits.
    h. Status of the Stabilization Fund.

    The Committee will make recommendations to be considered by the MLC and the City.

6. The joint committee shall be known as the Tripartite Health Insurance Policy Committee (THIPC) and shall be independent of the existing "Technical Committee." The "Technical Committee" will continue its work and will work in conjunction with the THIPC as designated above to address areas of health benefit changes. The Technical Committee will continue to be supported by separate actuaries for the City and the MLC. The City and the MLC will each be responsible for the costs of its actuary.

7. In the event of any dispute under sections 1-4 of this Agreement, the parties shall meet and confer in an attempt to resolve the dispute. If the parties cannot resolve the dispute, such dispute shall be referred to Martin Scheinman for resolution consistent with the dispute resolution terms of the 2014 City/MLC Health Agreement:
    a. Such dispute shall be resolved within 90 days.

b. The arbitrator shall have the authority to impose interim relief that is consistent with the parties' intent.
c. The arbitrator shall have the authority to meet with the parties as such times as is appropriate to enforce the terms of this agreement.
d. The parties shall share the costs for the arbitrator (including Committee meetings).

If the above conforms to your understanding, please countersign below.

Sincerely,

Robert W. Linn

Agreed and Accepted on behalf of the Municipal Labor Committee

BY: _____
Harry Nespoli, Chair

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