



Office of Labor Relations


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TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES
FROM: RENEE CAMPION, COMMISSIONER 
SUBJECT: EXECUTED CONTRACT: ENVIRONMENTAL POLICE OFFICERS
APRIL 1, 2010 TO SEPTEMBER 30, 2017

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 Law Enforcement Employees Benevolent Association on behalf of the incumbents of positions listed in Article 1 of said contract.

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

DATED: April 22, 2022



2010-2017 Environmental Police Officer Agreement
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2010-2017 Environmental Police Officer Agreement

AGREEMENT entered into this 22 day of April, 2022 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 Law Enforcement Employees Benevolent Association. (hereinafter referred to as the "Union"), for the period from April 1, 2010 to September 30, 2017;

WITNESSETH:

WHEREAS, the parties hereto have entered into collective bargaining and desire to reduce the results thereof to writing,

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the bargaining unit set forth below, consisting of employees of the Employer, wherever employed, whether full-time, part-time per annum, hourly or per diem, in the below listed title, and in any successor title(s) that may be certified by the Board of Certification of the Office of Collective Bargaining to be part of the unit herein for which the Union is the exclusive collective bargaining representative and in any positions in Restored Rule X Titles of the Classified Service, duties of which are or shall be equated by the City Personnel Director and the Director of Budget for salary purposes to the title below

70811 Environmental Police Officer

Section 2.

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

ARTICLE II - DUES CHECKOFF

Section 1.

- a. The Union shall have the exclusive right to the checkoff and transmittal of dues on behalf of each employee in accordance with the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "Regulations Relating to the Checkoff of Union Dues" and in accordance with the Mayor's Executive Order No. 107, dated December 29, 1986, entitled "Procedures for Orderly Payroll Check-Off of Union Dues and Agency Shop Fees."
- b. Any employee may consent in writing to the authorization of the deduction of dues from the employee's wages and to the designation of the Union as the recipient thereof. Such

consent, if given, shall be in a proper form acceptable to the City, which bears the signature of the employee.

Section 2.

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

ARTICLE III - SALARIES

Section 1.

- a. This Article III is subject to the provisions, terms, and conditions of the Alternative Career and Salary Pay Plan Regulations, dated March 15, 1967 as amended to date, 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, assignment differentials, and any other salary adjustments, are based upon a normal work week of 42 hours effective April 1, 2010 through February 6, 2016 and a 45 hour week basis effective February 7, 2016, and all meal periods shall be unpaid and outside the regular tour of duty. An employee who works on a part-time per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such employee and the number of hours in the said normal work week, unless otherwise specified.
- c. Employees who work on a per diem or hourly basis and who are eligible for any salary adjustment provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed as follows, unless otherwise specified:

Effective April 1, 2010 to February 6, 2016

Hourly Rate - 42 hour week basis - 1/2192.4 of the appropriate minimum basic salary.

Effective February 7, 2016

Hourly Rate - 45 hour week basis - 1/2349 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 April 1, 2010

<u>Title</u>	<u>Hiring Rate*</u>	<u>Incumbent Rate</u>
Environmental Police Officer		
Level I		
First 26 Weeks	\$31,485	\$36,208
Start (after first 26 weeks)	\$36,120	\$41,538
Step 1(after 1 year Start salary)	\$37,286	\$42,879
Step 2 (after 1 year after Step 1)		\$45,563
Step 3 (after 1 year after Step 2)		\$48,249
Step 4 (after 1 year after Step 3)		\$50,932
Step 5 (after 1 year after Step 4)		\$53,616
Step 6 (after 1 year after Step 5)		\$54,958
Level II	\$51,737	\$59,497
Level III	\$57,883	\$66,566

b. Effective October 1, 2011

<u>Title</u>	<u>Hiring Rate*</u>	<u>Incumbent Rate</u>
Environmental Police Officer		
Level I		
First 26 Weeks	\$31,800	\$36,570
Start (after first 26 weeks)	\$36,481	\$41,953
Step 1(after 1 year Start salary)	\$37,659	\$43,308
Step 2 (after 1 year after Step 1)		\$46,019
Step 3 (after 1 year after Step 2)		\$48,731
Step 4 (after 1 year after Step 3)		\$51,441
Step 5 (after 1 year after Step 4)		\$54,152
Step 6 (after 1 year after Step 5)		\$55,508
Level II	\$52,254	\$60,092
Level III	\$58,463	\$67,232

c. Effective October 1, 2012

<u>Title</u>	<u>Hiring Rate*</u>	<u>Incumbent Rate</u>
Environmental Police Officer		
Level I		
First 26 Weeks	\$32,118	\$36,936
Start (after first 26 weeks)	\$36,846	\$42,373
Step 1(after 1 year Start salary)	\$38,036	\$43,741
Step 2 (after 1 year after Step 1)		\$46,479
Step 3 (after 1 year after Step 2)		\$49,218
Step 4 (after 1 year after Step 3)		\$51,955
Step 5 (after 1 year after Step 4)		\$54,694
Step 6 (after 1 year after Step 5)		\$56,063

Level II	\$52,777	\$60,693
Level III	\$59,047	\$67,904

d. Effective October 1, 2013

<u>Title</u>	<u>Hiring Rate*</u>	<u>Incumbent Rate</u>
Environmental Police Officer		
Level I		
First 26 Weeks	\$32,439	\$37,305
Start (after first 26 weeks)	\$37,215	\$42,797
Step 1(after 1 year Start salary)	\$38,416	\$44,178
Step 2 (after 1 year after Step 1)		\$46,944
Step 3 (after 1 year after Step 2)		\$49,710
Step 4 (after 1 year after Step 3)		\$52,475
Step 5 (after 1 year after Step 4)		\$55,241
Step 6 (after 1 year after Step 5)		\$56,624
Level II	\$53,304	\$61,300
Level III	\$59,637	\$68,583

e. Effective October 1, 2014

<u>Title</u>	<u>Hiring Rate*</u>	<u>Incumbent Rate</u>
Environmental Police Officer		
Level I		
First 26 Weeks	\$32,926	\$37,865
Start (after first 26 weeks)	\$37,773	\$43,439
Step 1(after 1 year Start salary)	\$38,992	\$44,841
Step 2 (after 1 year after Step 1)		\$47,648
Step 3 (after 1 year after Step 2)		\$50,456
Step 4 (after 1 year after Step 3)		\$53,262
Step 5 (after 1 year after Step 4)		\$56,070
Step 6 (after 1 year after Step 5)		\$57,473
Level II	\$54,104	\$62,220
Level III	\$60,532	\$69,612

f. Effective February 7, 2016**

<u>Title</u>	<u>Rate**</u>
Environmental Police Officer	
Level I	
First 26 Weeks	\$41,922
Start (after first 26 weeks)	\$48,093
Step 1(after 1 year Start salary)	\$49,645
Step 2 (after 1 year after Step 1)	\$52,753
Step 3 (after 1 year after Step 2)	\$55,862
Step 4 (after 1 year after Step 3)	\$58,969
Step 5 (after 1 year after Step 4)	\$62,078
Step 6 (after 1 year after Step 5)	\$63,631
Level II	\$68,886
Level III	\$77,070

g. Effective October 1, 2016

<u>Title</u>	<u>Rate</u>
Environmental Police Officer Level I	
First 26 Weeks	\$41,922
Start (after first 26 weeks)	\$48,093
Step 1(after 1 year Start salary)	\$49,645
Step 2 (after 1 year after Step 1)	\$52,753
Step 3 (after 1 year after Step 2)	\$55,862
Step 4 (after 1 year after Step 3)	\$58,969
Step 5 (after 1 year after Step 4)	\$62,078
Step 6 (after 1 year after Step 5)	\$64,397
Level II	\$68,886
Level III	\$77,070

NOTE:

- * New hires shall be paid the hiring rate. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "incumbent rate" for the applicable title that is in effect on the two year anniversary of their original appointment as set forth in the applicable Successor Separate Agreement. In no case shall an employee receive less than the stated hiring rate.
- ** Effective 2/7/16 there shall be salary increases based upon working an additional 3 hours per week, and the hiring rate shall be eliminated.

Section 3. Wage increase.

- a. General Wage Wages. The general increases, effective as indicated, shall be:
 - i. Effective October 1, 2011, employees shall receive a general rate increase of 1.00%.
 - ii. Effective October 1, 2012, employees shall receive a general rate increase of 1.00%.
 - iii. Effective October 1, 2013, employees shall receive a general rate increase of 1.00%.
 - iv. Effective October 1, 2014, employees shall receive a general rate increase of 1.50%.
 - v. Effective October 1, 2016, the Step 6 salary shall be increased from \$63,631 per annum to \$64,397 per annum.
 - vi. Part-time per annum, per session, hourly paid and per diem employees (including seasonal appointees) and employees whose normal work year is less than a full calendar year shall receive the increases provided in Sections 3(a)(i)-3(a)(v) on the basis of computations heretofore utilized by the parties for all such employees.
- b. The increases provided for in this Section 3 shall be calculated as follows:
 - i. The increase in Section 3(a)(i) shall be based upon the base rates (which shall include salary or incremental schedules) of applicable titles in effect on

September 30, 2011;

- ii. The increase in Section 3(a)(ii) shall be based upon the base rates (which shall include salary or incremental schedules) of applicable titles in effect on September 30, 2012;
 - iii. The increase in Section 3(a)(iii) shall be based upon the base rates (which shall include salary or incremental schedules) of applicable titles in effect on September 30, 2013;
 - iv. The increase in Section 3(a)(iv) shall be based upon the base rates (which shall include salary or incremental schedules) of applicable titles in effect on September 30, 2014; and
 - v. The increase in Section 3(a)(v) shall be based upon the base rates (which shall include salary or incremental schedules) of applicable titles in effect on September 30, 2016.
- c. i. The general increases provided for in Section 3(a)(i)-(v) 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.
- ii. The general increases provided for in Section 3(a)(i)-(v) shall not be applied to the following “additions to gross”: assignment differentials, service increments, advancement increases, assignment level increases and experience differentials.
- d. Employees who separated from service before January 7, 2016, other than by retirement, are not entitled to retroactive, general increases provided for in Section 3(a)(i)-(v).

Section 4. New Hires

- a. The following provisions shall apply to Employees newly hired on or after October 20, 2005 until February 6, 2016:
- i. During the first two (2) years of service, the “appointment rate” for a newly hired employee shall be fifteen percent (15%) less than the applicable “incumbent minimum” for said title that is in effect on the date of such appointment as set forth in this Agreement. The general increases provided for in Section 3(a)(i) shall be applied to the “appointment rate.”
 - ii. Upon completion of two (2) years of service such employees shall be paid the indicated “incumbent minimum” for the applicable title that is in effect on the two (2) year anniversary of their original date of appointment as set forth in this Agreement.
- b. For the purposes of Section 4(c), employees 1) who were in active pay status before October 20, 2005, and 2) who are affected by the following personnel actions after said

date shall not be treated as “newly hired” employees and shall be entitled to receive the indicated minimum “incumbent rate” set forth in Section 2 of this Article III:

- i. Employees who return to active status from an approved leave of absence.
 - ii. Employees in active status (whether full or part-time) appointed to permanent status from a civil service list, or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.
 - iii. Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or who were subject to involuntary redeployment.
 - iv. Provisional employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.
 - v. Permanent employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.
 - vi. Employees (regardless of jurisdictional class or civil service status) who resign and return within thirty one (31) days of such resignation.
 - vii. A provisional employee who is appointed directly from one provisional appointment to another.
 - viii. A provisional employee who was terminated for economic reasons and who is rehired no later than June 30, 2005.
 - ix. For circumstances that were not anticipated by the parties, the First Deputy Commissioner of Labor Relations is empowered to issue, on a case-by-case basis, interpretations concerning application of this Section 4. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in Article VI of this Agreement.
- c.
- i. Employees shall be paid the appropriate increment based upon the employee’s length of service.
 - ii. Employees who change titles or levels before attaining two years of service will be treated in the new title or level as if they had been originally appointed to said title or level on their original hiring date.
- d. For purposes of this Article III, Section 4(b)(i), approved leave is further defined to include:
- i. maternity/childcare leave;
 - ii. military leave;
 - iii. unpaid time while on jury duty;
 - iv. unpaid leave for union business pursuant to Executive Order 75;

- v. unpaid leave pending workers' compensation determination;
- vi. unpaid leave while on workers' compensation option 2;
- vii. approved unpaid time off due to family illness; and
- viii. other pre-approved leaves without pay.

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. Uniform Allowance

Effective April 1, 2010, the City shall pay to each employee who is required to wear a uniform which is not supplied by the Employer, a uniform allowance of \$1,000, in accord with the existing standard procedures.

Section 7. 15 Year Longevity Increment

- a. Employees with 15 years or more of "City" service in pay status shall receive a longevity increment of \$300 per annum.
- b. The rules for eligibility and pensionability of the longevity increment described in this subsection are set forth in Appendix A of this Agreement.

Section 8. Recurring Increment Payment

- a. Effective October 1, 2015, only full-time per annum employees in the title of Environmental Police Officer covered by this Agreement shall be eligible to receive the Recurring Increment Payments set forth below:

<u>Years of Service</u>	<u>Increment</u>
After 5 years of service	\$500
After 10 years of service	\$2,395 (an additional \$1,895)

- b. Effective October 1, 2016, only full-time per annum employees in the title of Environmental Police Officer covered by this Agreement shall be eligible to receive the Recurring Increment Payments set forth below:

<u>Years of Service</u>	<u>Increment</u>
After 5 years of service	\$1,821
After 10 years of service	\$5,091 (an additional \$3,270)

- c. Recurring Increment Payment Provisions
 - i. For the purposes of determining eligibility for the Recurring Increment Payment,

only services in title(s) listed in Article I, Section I of this Agreement shall be deemed eligible service.

- ii. The Recurring Increment Payment shall be based upon years of City service and shall be paid in addition to the Longevity Increment set forth in Section 7 of this Article III. Recurring Increment Payment shall be payable on January 1, April 1, July 1, or October 1 subsequent to the qualifying employee's anniversary date, subject to the rules for eligibility set forth in Appendix B of this Agreement.
- d. Employees who separated from service before January 7, 2016, other than by retirement, are not retroactively entitled to general increases provided for in Section 8(a) and 8(b).

Section 9. Assignment Differentials

The payment of the following assignment differentials shall continue only during the period of such assignment. The payment of any such differentials and any specified assignments on which they may be based shall not be construed as an advancement to any higher title and any such assignment is revocable at any time. In the event that an affected employee is removed from an assignment the assignment differential shall be discontinued.

- a. Full-time Employees in the title of Environmental Police Office, Level I, assigned on a regular basis to the Canine Unit, as Detectives, or as Field Training Officer shall be paid the following assignment differentials in the pro-rated annual amounts set forth below:

	Effective 4/1/2017
Canine Unit	\$1,470
Detective	\$1,470
Field Training Officer	\$1,470

- b. Full-time Sergeants in the title of Environmental Police Office, Level II, assigned on a regular basis to the Detective Squad, Emergency Services Unit, or Aviation Unit shall be paid the following assignment differentials in the pro-rated annual amounts set forth below:

	Effective 4/1/2017
Detective Unit	\$1,470
Aviation	\$1,470
Emergency Services Unit	\$1,470

- c. Full-time Precinct or Unit Commanders in the title of Environmental Police Office, Level III, shall be paid the following assignment differentials in the pro-rated annual amounts set forth below:

	Effective 4/1/2017
Precinct Commander	\$1,470
Unit Commanders	\$1,470

ARTICLE IV - 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.

Eligibility for premium pay for overtime work shall be computed on the basis of hours actually worked in excess of 171 hours on a 28-day cycle pursuant to the Fair Labor Standards Act.

Section 2.

There shall be no prohibitions against, or restrictions on, management's right to schedule, or reschedule, employees in the referenced titles, nor shall there be any premium payment or penalty of any type for overtime work performed except as may be provided under the Fair Labor Standards Act referenced in Article IV, Section 1 of this Agreement.

ARTICLE V - WORK WEEK

Section 1.

From April 1, 2010 through February 6, 2016, the normal workweek shall be 42 hours

Section 2.

Effective February 7, 2016, the regular schedule for unit employees shall be nine (9) hours a day and the normal workweek shall be 45 hours. Provisions within this Agreement regarding overtime and paid leave shall not be impacted. The increases in Article III, Section 2(f) shall not be in effect until implementation of nine (9) hour tours.

Section 3.

Division Commanders shall permit members performing similar duties to exchange tours voluntarily when there is no interference with police service. All swaps must be approved in writing by the Division Commander. Members are not permitted to exchange tours so that they would perform two (2) consecutive tours. Tours must fall within the same calendar week in order to assure that employees have the required 42 hours of work or leave for the week, effective April 1, 2010 through February 6, 2016 and 45 hours, effective February 7, 2016. Members are not permitted to exchange tours if the Department would incur any overtime cost as a result of the exchange.

Section 4.

Employees may clock in and out using Webclock.

ARTICLE VI – TRANSFERS

Section 1.

For voluntary transfers, the Employer will conduct a general pick at least one time each year. The general pick will occur in time to be effective with the graduation of each academy class whenever possible.

Section 2.

The Employer will post all available positions within each command. The posting will be by rank, and will include the tour of duty and regular days off for each position.

Section 3.

Picks will be based on Seniority. Seniority is based on appointment date, then list number, for Police Officers. For Ranking Officers, seniority is based on promotion date, then appointment date to the previous rank.

Section 4.

- a. Positions will be awarded by seniority to the most senior qualified employee. Qualifications which may be considered include, but are not limited to, job performance, license or certification requirements, attendance, discipline record, and ability to perform the specific work to be done.
- b. This procedure does not permit an employee to pick a position in another Command unless a vacancy has been posted for that command.
- c. This procedure does not permit an employee to pick a position in a specialized unit unless the employee previously was qualified for and worked in said Command. Specialized positions will continue to be filled under existing selection procedures and not by general pick and transfer.

Section 5.

A senior employee who is denied the position for which he/she bid will be notified in writing of the reasons for the denial.

Section 6.

If no employee bids for a position, the Bureau may assign the junior qualified employee to the position.

Section 7.

Nothing in this procedure will prevent the Bureau from involuntarily transferring an employee for operational needs, or as provided by the Employer's Transfers Standard Operating Procedure.

ARTICLE VII – ASSIGNMENT LEVEL CHANGES

Section 1.

- b.** Special assignments (e.g. Detective) within the civil service title will not be covered by this procedure, and discretionary appointments will continue to be made consistent with existing practice. Assignment to specialized units (e.g. K-9, ESU, SOD) will not be covered by the procedure covered in this Article VII, and discretionary assignments will continue to be made consistent with existing practice. Transfers and tour changes are not covered by this procedure.
- c.** The Department of Environmental Protection will post for level changes to Sergeant and Lieutenant for a minimum of 10 days. Eligible employees may apply for such level change by submitting a written application in a format to be determined by the Department of Environmental Protection.
- d.** Employees will be interviewed by a panel in accordance with Department of Environmental Protection and civil service regulations, using structured interview panels consistent with equal employment opportunity requirements. Work record, attendance, discipline history, seniority and supervisor recommendations will continue to be considered in ranking applicants for a level change.
- e.** The Department of Environmental Protection will promulgate a list of applicants in order, based upon the interview, from highest to lowest. The scores will not be disclosed publically. Individual applicants may request an explanation of their score, and may request feedback about how to improve their chances for a level change in the future. Employees may request union representation during these meetings.
- f.** The applicant list will be maintained for one year, or until exhausted, whichever is sooner. An employee may decline a promotion for bona fide reasons, such as geographic distance from their residence.
- g.** Employees and/or the Union may not grieve or arbitrate any actions under this procedure, but may request a meeting with management to discuss any concerns or issues arising as a result of this procedure.
- h.** This procedure shall be instituted as a two-year pilot program effective July 1, 2017, and may be cancelled by Department of Environmental Protection upon 30 days' written notice to the Union if, in the Agency's opinion, it does not meet the Agency's needs in making level changes.

ARTICLE VIII – NIGHT SHIFT DIFFERENTIAL AND HOLIDAY PREMIUM

Section 1.

There shall be a shift differential of ten percent (10%) for all employees covered by this Agreement for all scheduled hours actually worked between 8 P.M. and 6 A.M.

Section 2.

- a. If an employee is required to work on any of the holidays listed in Article XII, 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 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 only on the Friday or Monday day of observance designated pursuant to Article XI, 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 IV.
 - 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 IV.

- d. Tours which begin at 10:30 P.M. or later on the day before the holiday shall be deemed to have been worked entirely on the holiday, and tours which begin at 10:30 P.M. or later on the holiday shall be deemed not to have been worked on the holiday.
 - e. As an alternative to the methods of compensation provided in subsections 2(a), 2(b), and 2(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 2(a), 2(b), or 2(c).
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Section 3.

- a. An employee may receive both a shift differential and holiday premium pay for the same hours of work, but in such cases each shall be computed separately according to subsection 3(b), below.
- b. Shift differentials and holiday premium pay shall in all cases be computed on the individual employee's hourly rate of pay.

ARTICLE IX - 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 devices.
- 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 XIX 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 2 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 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 X - WELFARE FUND

Section 1.

- a. Effective April 1, 2010 through September 30, 2016, The City shall contribute the pro-rata annual amount of \$1,575 for each active and retired employee to the Law Enforcement Employees Benevolent Association 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 October 1, 2016, the City's pro-rata, annual amount welfare fund contribution referenced in Article VII, Section 1(a) shall be \$1,675, an increase of \$100, per active and retired employee pro-rata, per annum.
- c. Effective March 31, 2010, up to \$75 per employee per year from the Law Enforcement Employees Benevolent Association Welfare Fund may be allocated for the purpose of establishing a Legal Defense Fund to be used to defend employees from actions directly related to the performance of their duties.

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 Letter Agreement regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee, as appended to this agreement.

ARTICLE XI – ANNUITY

Section 1.

The Employer shall contribute to an existing annuity fund on behalf of covered full-time per

annum

and full-time per diem Employees, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each paid working day which amount shall not exceed one thousand one hundred thirty-five dollars (\$1,135) for each Employee in full pay status in the prescribed twelve (12) month period, subject to the terms of a signed supplemental agreement approved by the Corporation Counsel. For covered Employees who work less than the number of hours for their full-time equivalent title, the Employee shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rated daily contribution calculated against the number of hours associated with their full time equivalent title, which amount shall not exceed one thousand one hundred thirty-five dollars (\$1,135) per annum for each Employee in full pay status in the prescribed twelve (12) month period.

Section 2. Contributions

- a. For the purpose of Article XI, excluded from paid working days are all scheduled days off, all days in non-pay status, and all paid overtime.
- b. "All days in non-pay status" as used in this Section 3 shall be defined as including, but not limited to, the following:
 - (1) time on preferred or recall lists;
 - (2) time on the following approved unpaid leaves:
 - (i) maternity/child care leave;
 - (ii) military leave;
 - (iii) unpaid time while on jury duty;
 - (iv) unpaid leave for union business pursuant to Executive Order 75;
 - (v) unpaid leave pending workers' compensation determination;
 - (vi) unpaid leave while on workers' compensation option 2;
 - (vii) approved unpaid time off due to illness or exhaustion of paid sick leave;
 - (viii) approved unpaid time off due to family illness; and
 - (ix) other pre-approved leaves without pay.
 - (3) time while on absence without leave;
 - (4) time while on unapproved leave without pay; or
 - (5) time while on unpaid suspensions.

ARTICLE XII - TIME AND LEAVE

Section 1.

- a. Effective April 1, 2010 to March 31, 2016, the annual leave schedule shall be as follows:

Years of Service

Monthly

Annual

	Accrual (hh:mm)	Allowance (hh:mm)
First Year	7:00	84:00
Beginning with 5 th Year	10:30	126:00
Beginning with 8 th Year	14:00	168:00
Beginning with 15 th Year	15:24	184:48

- b. Effective April 1, 2016, the annual leave schedule shall be as follows:

Years of Service	Monthly Accrual (hh:mm)	Annual Allowance (hh:mm)
First Year	6:15	75:00
Beginning with 5 th Year	9:45	117:00
Beginning with 8 th Year	13:15	159:00
Beginning with 15 th Year	14:39	175:48

- c. 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) 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.

- d. 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.

Section 2.

- a. 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.
- b. Except as provided below, employees shall be credited with one day of sick leave per month. Approved sick leave may be used as it accrues.

- i. For all employees newly hired after July 14, 1996, a maximum sick leave accrual of eleven (11) days per annum for the first three (3) years of service shall apply.
 - ii. For all employees newly hired on or after July 1, 2004, a maximum sick leave accrual of ten (10) days per annum for the first five (5) years of service shall apply. At the beginning of the sixth year of service, the maximum sick leave accrual shall be twelve (12) days per annum.
- c. It shall be the policy of the employer to allow employees to use during the 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.

Section 3.

- a. Except as provided in Section 3(c), sick leave shall be used only for personal illness of the employee. Approval of sick 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. 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.
- b. The Department of Environmental Protection's Absence Control Stepping Procedure shall to apply to employees, but shall be modified in accordance with the following provisions:
 - i. Employees who have not taken any sick leave during the prior twelve (12) months will not be required to document absences of one (1) or (2) work days.
 - ii. Employees who have taken five (5) or fewer days of sick leave during the prior twelve (12) months will not be required to document absences of one (1) work day, unless that day is adjacent to regular days off, holidays or annual leave days. Provided, however, if the employee has taken no more than three days adjacent to regular days off, holiday or annual leave days, the employee will not be required to submit documentation for those one, two or three days only.
 - iii. Employees who have taken more than five (5) days but not more than ten (10) days of sick leave during the prior twelve (12) months may be required to document absences of one (1) day, and must document absences of two (2) or more days, if such day(s) is adjacent to regular days off, holidays or annual leave days, unless excused by their Commanding Officer.
 - iv. Employees who have taken more than ten (10) days of sick leave during the prior twelve (12) months, or who are in sanction status under the Absence Control Stepping Procedure, must document all absences.
 - v. Employees who are unable to report for duty on account of illness shall provide at

least two (2) hours advance notice of the need to use sick leave. If an emergency situation prevents them from giving such notice:

- (a) Employees shall notify their Command as soon as practicable, but in no event more than four (4) hours after the start of their tour; and
 - (b) Employees shall not be considered AWOL if notice is provided within such time limit.
- vi. Officers covered by paragraphs b(i), b(ii) and b(iii) of this section will not be subject to home confinement while on sick leave. Officers covered by paragraph b(iv) of this section may not leave their residence, except for a documented medical appointment, without permission from their Commanding Officer.
- vii. In applying b(i)-(vi) of this Section, days covered by approved Family and Medical Leave Act leave or leave attributed to an approved line of duty injury/accident will not be counted.
- c. 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.

Section 4.

- a. DEP may require an Officer to be examined by a physician of its choosing in order to determine whether an employee is either physically or mentally fit for duty in accordance with the standards set forth in the EPO civil service test announcement. A Fitness for Duty Evaluation (FFDE) referral will be based only on (1) objective evidence that the employee may be unable to safely or effectively perform a defined job; and (2) a reasonable basis for believing that the cause may be attributable to a physical or psychological condition or impairment. The central purpose of an FFDE is to determine whether the employee is able to safely and effectively perform his or her essential job functions.
- b. Upon request by the employee, or by his or her collective bargaining representative, if so designated in writing by the employee, the employee will be informed of the objective evidence relied upon by the employer in forming a reasonable basis for the FFDE. An FFDE referral will issue only by the Deputy Commissioner – Police and Security or designee, and will be considered to be a compulsory process when ordered.
- c. Employees will be required to complete a form authorizing their health care providers to release medical records or information to the examining medical practitioner. All medical information obtained, and all evaluation results, will be handled in accordance with the confidentiality requirements of any applicable law. Such information and evaluation results will be considered confidential medical records for purposes of this

agreement, and will only be disclosed on a "need to know" basis.

- d. The Fitness for Duty Evaluation (FFDE) will not be deemed to be an examination pursuant to Section 72 of the Civil Service Law.
- e. Employees are responsible for keeping track of their sick leave usage for purposes of this procedure.

Section 5.

The Department of Environmental Protection, in its sole discretion, may consider an employee's sick leave usage, excluding approved FMLA leave, among other factors, when selecting employees for special assignments or promotion. Where sick leave usage is a factor in non-selection, the Bureau will notify the employees of its determination and the degree to which sick leave usage was considered. Such consideration shall not be subject to the grievance or arbitration procedures of the collective bargaining agreement or otherwise subject to appeal.

Section 6.

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

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 on 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.

- 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
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
Christmas Day

Fourth Thursday in November
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.
-
- c. The Employee shall be entitled to one floating holiday in each calendar year during which the employee is in active pay status with the Employer prior to Lincoln's Birthday of such calendar year, subject to the following conditions:
- i. Employees hired on or after July 1, 2004 shall not be entitled to a floating holiday.
 - ii. The floating holiday shall be taken at the employee's discretion, subject to the needs of the employing agency. Employees must request to use their floating holiday in writing at least 30 days in advance 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 shall be made within ten (10) working days of submission.
 - iii. Employees wishing to use their floating holiday to observe Lincoln's Birthday shall file such requests prior to January 15. Approval shall not be unreasonably denied. For the purposes of this subsection, the day of observance for employees of Mayoral agencies assigned to Department of Education facilities shall be on the day set by the Board.
 - iv. Once a floating holiday request has been approved, the approval may not be rescinded except in writing by the agency head. If an employee is required to work on a floating holiday once the request for it has been approved, the employee shall receive a fifty percent (50%) cash premium for all regularly scheduled hours worked on the floating holiday and shall, in addition, receive compensatory time off at the employee's regular rate of pay.
 - v. The floating holiday must be used in the calendar year in which it is earned and may not be carried over to a succeeding year or cashed out upon separation from service. If the agency head calls upon an employee not to take the floating holiday by the end of the calendar year, the floating holiday shall be carried over to the following calendar year only.
 - vi. For employees assigned to perform work at facilities which are normally closed on Lincoln's Birthday, Lincoln's Birthday shall continue to be observed as an official holiday and the floating holiday provisions set forth in this subsection c shall not apply.

Section 10.

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 retained pursuant to this Agreement, verifiable by official agency records, to a maximum of two hundred (200) hours.

Section 11. Line of Duty Injury

Upon determination by the head of an agency or his designee that an employee has been physically disabled because of an injury arising out of and in the course of the employee's employment through no fault of the employee, the agency head will grant the injured employee a leave of absence with pay and benefits not to exceed eighteen (18) months. The injured employee shall undergo such medical examinations as are requested by the NYPD and DEP.

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.

No benefits shall be paid while an employee is suspended pending disciplinary action, or if an employee is subsequently found culpable of having commenced an assault or unnecessarily continuing an assault which lead to the injury.

Section 12. Line of Duty Death Benefit

In the event an employee dies because of a line-of-duty injury received during the actual and proper performance of police service relating to the alleged or actual commission of an unlawful act, or directly resulting from a characteristic hazard of police duty, through no fault of the employee's, a payment of twenty five thousand dollars \$25,000 shall 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 beneficiary designated under the Retirement System or, if no beneficiary is so designated, to the estate of the deceased.

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.

The Department of Environmental Protection shall promptly notify the appropriate retirement system and request it communicate with the beneficiary designated in the system's records.

Section 13. Lateness

- a. Every employee is obligated to report for work as scheduled.
- b. 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.
- c. The City reserves the right and power to appropriately and for just cause to discipline or to discharge an employee for excessive lateness.
- d. 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.

Section 14. Terminal Leave

- a. The terminal leave provision for all employees except as provided in Section 14(b)-(c) below shall be as follows:

For Employees Hired prior to July 1, 2004, 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.

For Employees Hired on or After July 1, 2004, 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 three (3) 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 workdays 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 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 15. Child Care Leave

- 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 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 to grant a further leave of absence without pay for child care purposes.

Section 16. Bereavement Leave

- a. Bereavement leave not to exceed (4) four work days shall be granted for the death of an employee's spouse; "domestic partner," as defined in the New York Administrative Code Section 1-112(21); natural, foster or step parent; child; brother or sister; father-in-law; mother-in-law; grandchild; or other relative residing in the household.
- b. When a death in an employee's family occurs while the employee is on annual or sick leave, such time as is excusable for death in the family shall not be charged to annual or sick leave.

Section 17. Release Time

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

ARTICLE XIII - PRODUCTIVITY AND PERFORMANCE

Introduction

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

Section 1. Performance Levels

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

Section 2. Supervisory Responsibility

- a. The Union recognizes the Employer's right under the New York City Collective Bargaining Law to establish and/or revise standards for supervisory responsibility in achieving and maintaining performance levels of supervised employees for employees in supervisory positions listed in Article I, Section 1, of this Agreement. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on employees are within the scope of collective bargaining. The Employer will give the Union prior notice of the establishment and/or revision of standards for supervisory responsibility hereunder.
- b. Employees who fail to meet such standards may be subject to disciplinary measures in accordance with applicable law.

ARTICLE XIV - HEALTH AND HOSPITALIZATION BENEFITS

Section 1.

The Labor-Management Health Insurance Policy Committee, with representation from the 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 (102%) 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 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 coverage for each employee and each retiree under age 65 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 costs in excess of the total costs of this Agreement as set forth herein. However, it is understood that LEEBA 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 by the most current 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 \$4.00 per month 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 XV - 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.

<u>Effective Date :</u>	<u>Amount:</u>
October 2006	\$0.28

ARTICLE XVI - 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. The Employer shall furnish identification cards to all employee who have served continuously for six (6) months.
- b. Each employee who is a member of the New York City Employee's Retirement System (NYCERS) as of the effective date of this Agreement shall receive a Tax Pension Identification Card showing the name, withholding tax number, pension number, pension plan, and the date the last membership in the System began. Employees joining the NYCERS during the life of this Agreement shall be given a Tax Pension Identification Card when the employing agency is notified by the System of the date membership was granted and the pension number assigned. In the discretion of an agency head, the identification card required by subsection 4(a) above may be combined with the Tax Pension Identification Card.
- c. Lost cards shall be reported immediately and replaced at cost to the employee. Upon separation from service, an employee shall not receive the employee's final paycheck until the employee has returned the identification card issued, or has submitted an appropriate affidavit of loss.

Section 5.

- 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 25% of the employee's gross pay per paycheck. In the event the employee disputes the alleged erroneous overpayment, the employee or the union 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 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 6.

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 7.

- 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 tour 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 7(a) or 7(b) shall be payable only if the amount of interest due to an individual employee exceeds five dollars (\$5.00).

Section 8.

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

Section 9.

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 10.

- 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 11.

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

ARTICLE XVII - 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, in another agency work location, or electronically. 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 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 the employee shall have the right to answer any such material filed and the answer shall be attached to the file copy.

ARTICLE XVIII - UNION ACTIVITY AND RIGHTS

Section 1.

Time spent by employee representatives in the conduct of labor relations with the City and on Union activities shall be governed by the terms of Executive Order No. 75, as amended, dated

March 22, 1973, entitled "Time Spent on the Conduct of Labor Relations between the City and Its employees and on Union Activity" or any other applicable Executive Order.

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.

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 XIX - GRIEVANCE PROCEDURE

Section 1. Definition

The term "Grievance" shall mean:

- a. A dispute concerning the application or interpretation of the terms of this Agreement;
- b. A claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of New York City or of the NYC Department of Environmental Protection affecting terms and conditions of employment; provided, disputes involving the Personnel Rules and Regulations of the City of New York, shall not be subject to the grievance procedure or arbitration;

- c. A claimed assignment of employees to duties substantially different from those stated in their job specifications;
- d. A claimed wrongful disciplinary action taken against a permanent employee covered by Section 75(1) of the Civil Service Law upon whom the agency head has served written charges of incompetence or misconduct while the employee is serving in the employee's permanent title or which affects the employee's permanent status.
- e. Failure to serve written charges as required by Section 75 of the Civil Service Law upon a permanent employee covered by Section 75(1) of the Civil Service Law where any of the penalties (including a fine) set forth in Section 75(3) of the Civil Service Law have been imposed.

Section 2.

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

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

All grievances must be presented in writing at all steps in the grievance procedure. No monetary award for a grievance alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be issued unless such grievance has been filed within the time limitation set forth in Step I below for such grievances; if the grievance is so filed, any monetary award shall in any event cover only the period up to six years prior to the date of the filing of the grievance.

STEP I The employee and/or the Union shall present the grievance in the form of a memorandum to the employee's Division Commander no later than 120 days after the date on which the grievance arose except that grievances alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be presented no later than 120 days after the first date on which the grievant discovered the payroll error. The employee may also request an appointment to discuss the grievance. The Division Commander shall take any steps necessary to a proper disposition of the grievance and shall issue a determination in writing by the end of the seventh business day following the date of submission.

STEP II An appeal from an unsatisfactory determination at STEP I shall be presented in writing to the Department of Environmental Protection's Deputy Commissioner – Police and Security or designated representative who shall not be the same person designated in STEP I. The appeal must be made within seven business days of the receipt of the STEP I determination. The Department of Environmental Protection's Deputy Commissioner – Police and Security or designated representative, if any, shall meet with the employee and/or the Union for review of the grievance and shall issue a determination in writing by

the end of the fourteenth business day following the date on which the appeal was filed.

STEP III An appeal from an unsatisfactory determination at STEP II shall be presented by the employee and/or the Union to the Department of Environmental Protection's Office of Labor Relations and Discipline in writing within fourteen business days of the receipt of the STEP II determination. The grievant or the Union should submit copies of the STEP I and STEP II grievance filings and any agency responses thereto. The Department of Environmental Protection's Office of Labor Relations and Discipline shall review all appeals from STEP II determinations and shall issue a determination on such appeals within twenty-one business 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 arbitration under the provisions of this Agreement. The request for arbitration must be filed with the Department of Environmental Protection's Office of Labor Relations and Discipline within twenty-one business days of the issuance of the Step III decision. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance". The Employer shall commence such arbitration by submitting a written request therefore to the President of the Union.

The assigned arbitrator shall hold a hearing at a time and place convenient to the parties and shall issue an award within 30 days after the completion of the hearing, or as soon as practicable thereafter. The hearing shall be conducted under the procedural rules of the NYC Office of Collective Bargaining.

The arbitrator's decision, order or award (if any) shall be limited to the application and interpretation of the Agreement, and the arbitrator shall not add to, subtract from or modify the Agreement or any rule, regulation, written policy or order mentioned in Section 1 of this Article. The arbitrator's award shall be final and binding and enforceable in any appropriate tribunal in accordance with Article 75 of the Civil Practice Law and Rules. The arbitrator may provide for and direct such relief as the arbitrator deems necessary and proper subject to the limitations set forth above and any applicable limitations of law.

Section 3. Discipline

- a. In any case involving a grievance under Section 1(c) of this Article, the following procedure shall govern upon service of written charges of incompetence or misconduct.
- b. The procedure set forth in this Article shall be in addition to the Command Discipline Procedure implemented pursuant to Paragraph 17 of the Supplemental Agreement to the Local 300 "Assistant Buyer, et al." Agreement. The Department shall have a choice between imposing command discipline or serving an employee with written charges. Employees who receive a command discipline shall have a choice between accepting the command discipline

or requesting written charges and proceeding under the disciplinary procedure set forth below.

STEP A Following the service of written charges, a conference with such employee shall be held with respect to such charges by the employee's Division Commander. The employee may be represented at such conference by a representative of the Union. The Division Commander shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the seventh business day following the date of the conference.

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

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

STEP B(ii) If the election is made to proceed pursuant to the Grievance procedure, an appeal from the determination of STEP A above, shall be made to the Department of Environmental Protection's Deputy Commissioner - Police and Security or designated representative. The appeal must be made in writing within seven business days of the receipt of the determination. The Department of Environmental Protection's Deputy Commissioner - Police and Security or designated representative shall meet with the employee and the Union for review of the charges and shall issue a determination to the employee and the Union by the end of the fourteenth business day following the day on which the appeal was filed. The Department of Environmental Protection's Deputy Commissioner - Police and Security or designated representative shall have the power to impose the discipline, if any, decided upon, up to and including termination of the accused employee's employment. If the penalty imposed is termination or suspension without pay totaling more than thirty (30) days, the Union with the consent of the grievant may elect to skip STEP C of this Section and proceed directly to STEP D.

STEP C If the grievant is not satisfied with the determination of the Department of Environmental Protection's Deputy Commissioner - Police and Security or designated representative, the grievant or the Union may appeal to the Department of Environmental Protection's Office of Labor Relations and Discipline in writing within fourteen business days of the issuance of the determination of the Department of Environmental Protection's Deputy Commissioner - Police and Security or designated representative. The Department of Environmental Protection's Office of Labor Relations and Discipline shall schedule a meeting within fourteen business days, and shall issue a written reply to the grievant and the Union within twenty-one business days after said meeting.

STEP D If the grievant is not satisfied with the determination of the Department of Environmental Protection's Office of Labor Relations and Discipline, the Union with the consent of the grievant may proceed to arbitration pursuant to the procedures set forth in STEP IV of the Grievance Procedure set forth in Article 2 of this Agreement.

Section 4.

As a condition to the right of the Union to invoke impartial arbitration set forth in this Article, the employee and the Union must submit 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, modifying or setting aside the arbitrator's award

Section 5.

A grievance concerning three or more 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. Such "group" grievance must be filed no later than 120 days after the date on which the grievance arose, and all other procedural limits, including time limits, set forth in this Article shall apply. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance.

Section 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.

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 14 of the Civil Service Law or the New York City Collective Bargaining Law.

Section 11. Arbitration Panel

- a. The following shall constitute the panel of arbitrators authorized to hear cases between the parties:
 - i. X
 - ii. X
 - iii. X
 - iv. X
 - v. X
- b. The parties shall share the costs of the arbitrators' fees and expenses equally.
- c.
 - i. Cases shall be assigned in rotation in the order shown above, but cases concerning an issue already assigned to a specific arbitrator may be consolidated with that arbitrator in the interest of arbitral efficiency.
 - ii. Termination cases shall have priority over all other cases, and shall be scheduled as expeditiously as possible. If the next arbitrator on the list cannot schedule a case for hearing within 90 days, the parties shall go to the next arbitrator on the list in order until the case has been scheduled for hearing within the time limit above.
- d. Arbitrators shall serve for the duration of this Agreement, and may only be reappointed or replaced upon mutual consent of the parties.

ARTICLE XX - 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 XXI - NO STRIKES

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

ARTICLE XXII - LABOR- MANAGEMENT COMMITTEE

Section 1.

- a. There shall be a labor-management committee consisting of eight members appointed by the Union and eight members appointed by the Department of Environmental Protection. The committee will meet at least once every calendar quarter to discuss issues of mutual interest, including quality of work life, uniforms and equipment, radios, vehicle assignments, and Department rules and procedures. Union members will be granted release time to attend the committee meetings, including necessary travel time to and from the meeting location to their duty station, if these meetings occur during their normal tour of duty.
- b. The committee shall be empowered to discuss, study and resolve issues brought before it, provided however, that no resolution of any issue may infringe upon the authority of the New York City Commissioner of Labor Relations with respect to subjects which must be resolved through the formal collective bargaining process, and provided further, that no economic issues may be negotiated by the committee. In appropriate circumstances, the committee may make recommendations to the Commissioner of Labor Relations for his/her consideration.

Section 2.

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

ARTICLE 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.

ARTICLE XXVI – APPLICABILITY

Section 1.

The provisions of this Agreement are expressly made subject to and are governed by all applicable existing and future laws and regulations and amendments thereto which are deemed applicable to this Agreement.


Section 2.


This Agreement expressed all agreements and understandings between the parties and no other agreement, understanding, or practice shall be of any force or effect.

WHEREFORE, we have hereunto set our hands and seals this 22 day of April, 2022.

FOR THE CITY OF NEW YORK:

**FOR LAW ENFORCEMENT
EMPLOYEES BENEVOLENT
ASSOCIATION:**

BY: 
RENEE CAMPION
Commissioner of Labor Relations

BY: 
JAKWAN RIVERS
President

APPROVED AS TO FORM:

BY: 
ERIC EICHENHOLTZ
Acting Corporation Counsel

CERTIFIED TO THE FINANCIAL CONTROL BOARD

DATE: _____

UNIT: ENVIRONMENTAL POLICE OFFICERS
TERM: April 1, 2010 to September 30, 2017

OFFICE OF LABOR RELATIONS	
REGISTRATION	
OFFICIAL	CONTRACT
NO: <u>42016</u>	DATE: <u>April 22, 2022</u>

Appendix A
Longevity Increment Eligibility Rules

1. Only service in pay status shall be used to calculate the 15 years of service, except that for other than full time per annum employees 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 than one year shall not be used to calculate 15 years of service. Where an employee has less than seven years of continuous service in pay status, breaks in service of less than one year shall be aggregated. Where breaks in service aggregate to more than one year they shall be treated as a break in service of more than one year and the service prior to such breaks and the aggregated breaks shall not be used to calculate 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 15 years of service.

4. Once an employee has completed the 10 years of "City" service in pay status and is eligible to receive the 15 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 15 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 15 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.

Appendix B
Recurring Increment Payment Eligibility Rules

1. Only service in pay status shall be used to calculate the qualifying years of service. A continuous year of service shall be a full year of service without a break of more than 31 days. Where the regular and customary work year for a title is less than a twelve month year, such as a school year, such regular and customary year shall be credited as a continuous year of service counting towards the qualifying years of service. If the normal work year for an employee is less than the regular and customary work year for the employee's title, it shall be counted as a continuous year of service if the employee has customarily worked that length work year and the applicable agency verifies that information.
2. Service in pay status prior to a break in service of more than one year shall *not* be used to calculate the qualifying years of service.
3. The following time in which an Employee is not in pay status shall not constitute a break in service, but such time shall *not* be used to calculate the qualifying years of service:
 - a. time on a leave approved by the proper authority which is consistent with the Personnel Rules and Regulations of the City of New York or the appropriate personnel authority of a covered organization,
 - b. time prior to a reinstatement,
 - c. time on a preferred or recall list, and
 - d. time not in pay status of 31 days or less.
4. RIPs shall be considered a salary adjustment for the purposes of this Agreement and the maximum salary of an eligible title shall not constitute a bar to the payment thereof.
5. Once an Employee has qualified for a RIP and is receiving it, the RIP shall become part of the Employee's base rate and included in calculating all salary based payments. Any future negotiated general increases shall be applied to RIPs.
6. A RIP shall not become pensionable until two years after the Employee begins to receive such RIP.