



# OFFICE OF LABOR RELATIONS

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*Director, Employee Benefits Program*

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES  
FROM: ROBERT W. LINN, COMMISSIONER *R W L*  
SUBJECT: EXECUTED CONTRACT: HEALTH SERVICES  
TERM: MARCH 3, 2008 TO MARCH 2, 2010

Attached for your information and guidance is a copy of the executed contract entered into by the Commissioner of Labor Relations on behalf of the City of New York and District Council 37 on behalf of the incumbents of positions listed in Article I of said contract.

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

DATED: *December 12, 2014*

OFFICE OF LABOR RELATIONS REGISTRATION	
OFFICIAL	CONTRACT
NO: 15003	DATE: <i>12/12/2014</i>

## 2008-2010 HEALTH SERVICES UNIT AGREEMENT

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Disciplinary Procedure for Provisional Employees

AGREEMENT entered into this 12<sup>th</sup> day of December, 2014 by and between the City of New York and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf and the New York City Health and Hospitals Corporation (hereinafter referred to jointly as the "Employer"), and District Council 37, AFSCME, AFL-CIO (hereinafter referred to as the "Union"), for the twenty-four month period from March 3, 2008 to March 2, 2010.

**WITNESSETH:**

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

**NOW, THEREFORE**, it is mutually agreed as follows:

**ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION**

Section 1.

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

<u>Title Codes</u>	<u>Titles</u>
004780, 004790, 04800	Activity Therapist
53101, 531010	Anesthetist
60490	Arts Program Analyst
60495	Arts Program Specialist
60385	Assistant Director of Rehabilitation
000300	Assistant Health Care Programmer Analyst
51190	Assistant Public Health Advisor (C.D.C.)
60435	Assistant Supervisor of Recreation
60491	Associate Arts Program Analyst
60496	Associate Arts Program Specialist
508360	Associate Medical Record Specialist (HHC)
51183	Associate Public Health Epidemiologist
31220	Associate Public Health Sanitarian
980210, 980200	Associate Respiratory Therapist
965110	Associate Staff Anesthetist Level A
965120	Associate Staff Anesthetist Level B
965910, 965920	Associate Staff Audiologist

**Title Codes****Title**

966010, 966020	Associate Staff Speech Pathologist
51238	Audiologist
51237	Audiologist (Department of Health)
003800	Audiology Clinician
003430	Certified Occupational Therapist Assistant
003840	Certified Physical Therapist Assistant
52170	Chief Psychologist
521700	Chief Psychologist (HHC)
51012, 51021	Consultant Public Health Nurse (inc. All Spec.)
510150	Consultant Public Health Nurse (Child Health)
511150	Consultant Public Health Nurse (Child Health) (Per Hour)
510170	Consultant Public Health Nurse (Hospital Services)
511170	Consultant Public Health Nurse (Hospital Services) (Per Hour)
005780, 005790, 005800	Creative Arts Therapist*
50101, 501010	Dental Assistant
50101, 501010	Dental Assistant (Hourly)
50102, 501020	Dental Hygienist
60416	Director of Puppetry
005100, 005200	Discharge Planning Assessment Specialist
51065, 510650	District Supervising Public Health Nurse
511650	District Supervising Public Health Nurse (Per Hour)
51380	Environmental Health Technician
06776	Family Public Health Nurse**
51225	Fitness Instructor
51102	Health Aide
51102	Health Aide (Hourly)
51111	Health Resource Coordinator
31415	Institutional Inspector
51008, 510080	Junior Public Health Nurse
5100B	Junior Public Health Nurse (School Health)
510180	Junior Public Health Nurse (Per Hour)
50811	Medical Record Librarian
508110	Medical Record Specialist (HHC)
001210	Medical Utilization Review Analyst

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<u>Title Codes</u>	<u>Titles</u>
06480	Medicolegal Investigator
001610	Mental Health Assistant
06611	Nurse Practitioner (DOH-Public Health)
50415	Nutrition Consultant
50410	Nutritionist
09534	Nutritionist (JOP)
50410	Nutritionist (P.S.)
50411	Nutritionist (Part-time)
50405	Nutritionist Trainee
51210, 512100	Occupational Therapist
95440, 954400	Pediatric Nurse Associate
955400	Pediatric Nurse Associate (Per Hour)
001970	Pediatric Nurse Practitioner
51211, 512110	Physical Therapist
52700	Physician's Assistant
001730	Physician Assistant
004730	Physician Assistant II (HHC only)
60405	Playground Assistant
06664	Playground Associate
31465	Principal Institutional Inspector
50416	Principal Nutrition Consultant
50465	Principal Nutritionist
31260	Principal Public Health Sanitarian
52110	Psychologist
521100	Psychologist
52110	Psychologist (Per Session)
51191	Public Health Advisor (C.D.C.)
51195	Public Health Advisor (School Health)
81805, 818050	Public Health Assistant
81815	Public Health Assistant (School Health)
51181	Public Health Epidemiologist
51011,510110	Public Health Nurse
51022	Public Health Nurse (School Health)
510210	Public Health Nurse (Per Hour)

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<b><u>Title Codes</u></b>	<b><u>Titles</u></b>
51006	Public Health Nurse (Per Session)
510160	Public Health Nurse (Per Session) (Per Hour)
31215	Public Health Sanitarian
31211	Public Health Sanitarian Trainee
60414	Puppeteer
60407	Recreation Assistant
60431	Recreation Director (Part-time)
60430	Recreation Director
09535	Recreation Director (JOP)
95860	Recreation Specialist (Part-time)
06070	Recreation Specialist (Parks & Recreation)
06151	Recreation Specialist (Part-time) (DJJ)
60440	Recreation Supervisor
51003	Registered Nurse (Per Session)
51213, 512130	Rehabilitation Counselor
908110, 908120	Respiratory Therapist
00124	Senior Anesthetist
965810, 965820	Senior Associate Occupational Therapist
965710, 965720	Senior Associate Physical Therapist
51112	Senior Health Resources Coordinator
31435	Senior Institutional Inspector
50836	Senior Medical Record Librarian
002750	Senior Medical Utilization Review Analyst
51235	Senior Occupational Therapist
51236	Senior Physical Therapist
52135, 521350	Senior Psychologist
51192	Senior Public Health Advisor (C.D.C.)
31235	Senior Public Health Sanitarian
51215, 512150	Senior Rehabilitation Counselor
966930, 966940	Senior Respiratory Care Therapist
51212	Speech and Hearing Therapist
003790	Speech Clinician
51252	Speech Pathologist (DOH)
51239	Staff Audiologist

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<u>Title Codes</u>	<u>Titles</u>
51253	Staff Speech Pathologist
51240, 512400	Supervising Audiologist
002210	Supervising Dental Assistant
51113	Supervising Health Resources Coordinator
31455	Supervising Institutional Inspector
50837	Supervising Medical Record Librarian
508370	Supervising Medical Record Specialist (HHC)
50460	Supervising Nutritionist
51193, 511930	Supervising Public Health Advisor
51196	Supervising Public Health Advisor (School Health)
51060, 510600	Supervising Public Health Nurse
511600	Supervising Public Health Nurse (Per Hour)
31255	Supervising Public Health Sanitarian
51254, 512540	Supervising Speech Pathologist
51241, 512410	Supervising Therapist
005080, 005090	Utilization Review/Management Coordinator

\*Added to Certification No. 28-78 (as amended) by OCB Decision No. VR-27-06, dated 12/7/2006.

\*\*Added to Certification No. 28-78 (as Amended) by OCB Decision No. VR-28-07, dated 12/11/2007.

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 check-off 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 Check-off of Union Dues" and in accordance with the Mayor's Executive Order No. 107, dated December 29, 1986, entitled "Procedures for Orderly Payroll Check-Off of Union Dues and Agency Shop Fees."

**b.** Any employee may consent in writing to the authorization of the deduction of dues from the employee's wages and to the designation of the Union as the recipient thereof. Such consent, if given, shall be in a proper form acceptable to the City, which bears the signature of the employee.

Section 2.

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



## ARTICLE III - SALARIES

### Section 1.

**a.** This Article III is subject to the provisions, terms and conditions of the Alternative Career and Salary Pay Plan Regulations, dated March 15, 1967 as amended, except that the specific terms and conditions of this Article shall supersede any provisions of such Regulations inconsistent with this Agreement subject to the limitations of applicable provisions of law.

**b.** Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, advancement or level increases, general increases, education differentials and any other salary adjustments, are based upon a normal work week of 35 hours, except for the titles of Physician Assistant, Physician's Assistant and Playground Assistant, Medicolegal Investigator and Public Health Sanitarian, Senior Public Health Sanitarian, Associate Public Health Sanitarian, Supervising Public Health Sanitarian and Principal Public Health Sanitarian. The normal work week for the title of Physician Assistant (TC # 00173) is 37.5 hours in the Health and Hospitals Corporation. The normal work week for the title Physician's Assistant (TC # 52700) shall be 37.5 hours for all employees, except that: (1) Physician's Assistants who were hired prior to September 1, 1982 and were working 35 hours shall continue to have a normal work week of 35 hours and (2) effective June 1, 1990 Physician's Assistant, Level II in the Department of Sanitation who pursuant to (1) above were working 35 hours per week in Level I, shall work 37.5 hours per week when assigned to Level I. Employees in the title Playground Assistant shall have a normal work day of 7 hours. Employees in the title Medicolegal Investigator shall have a normal work week of 40 hours. For the period April 1, 1995 through July 7, 1996, employees in the titles Public Health Sanitarian, Senior Public Health Sanitarian, Associate Public Health Sanitarian, Supervising Public Health Sanitarian and Principal Public Health Sanitarian shall have a normal work week of 35 hours; effective July 8, 1996, the work week for these titles shall be 40 hours pursuant to the July 8, 1996 Public Health Sanitarians Supplemental Agreement. In accordance with Article IX, Section 24 of the 1995 – 2001 Citywide Agreement, an Employee who works on a full-time, per diem basis shall receive their base salary (including salary increment schedules) and/or additions-to-gross payment in the same manner as a full-time, per annum employee. An employee who works on a part-time per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such employee and the number of hours in the said normal work week, unless otherwise specified.

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

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

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

37.5 hour week basis - 1/1957.5 of the appropriate minimum basic salary.

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

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

### Section 2.

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

**GROUP A**

Title	Effective 3/2/08			i. Effective 3/3/08			ii. Effective 3/3/09		
	Hiring*	Incumbent		Hiring*	Incumbent		Hiring*	Incumbent	
	Min.	Min.	Max.	Min.	Min.	Max.	Min.	Min.	Max.
Assoc. Med. Rec. Spec.(HHC) #	\$38,928	\$44,767	\$48,564	\$40,485	\$46,558	\$50,507	\$42,104	\$48,420	\$52,527
Medical Record Librarian	\$34,545	\$39,727	\$44,997	\$35,927	\$41,316	\$46,797	\$37,364	\$42,969	\$56,553
Level I	N/A	N/A	N/A	N/A	N/A	N/A	\$37,364	\$42,969	\$48,669
Level II	N/A	N/A	N/A	N/A	N/A	N/A	\$42,104	\$48,420	\$52,527
Level III	N/A	N/A	N/A	N/A	N/A	N/A	\$45,941	\$52,832	\$56,553
Medical Rec. Specialist (HHC) #	\$34,545	\$39,727	\$44,997	\$35,927	\$41,316	\$46,797	\$37,364	\$42,969	\$48,669
Senior Med. Rec. Librarian @@	\$38,928	\$44,767	\$48,564	\$40,485	\$46,558	\$50,507	\$42,104	\$48,420	\$52,527
Supv. Med. Record Librarian @@	\$42,475	\$48,846	\$52,287	\$44,174	\$50,800	\$54,378	\$45,941	\$52,832	\$56,553
Supv. Med. Rec. Spec. (HHC) #	\$42,475	\$48,846	\$52,287	\$44,174	\$50,800	\$54,378	\$45,941	\$52,832	\$56,553

**GROUP B**

Title	Effective 3/2/08			Effective 3/3/08			Effective 3/3/09		
	Hiring*	Incumbent		Hiring*	Incumbent		Hiring*	Incumbent	
	Min.	Min.	Max.	Min.	Min.	Max.	Min.	Min.	Max.
Nutrition Consultant	\$48,179	\$55,406	\$60,708	\$50,106	\$57,622	\$63,136	\$52,110	\$59,927	\$65,661
Nutritionist(JOP)									
Level I	N/A	N/A	N/A	N/A	N/A	N/A	\$49,880	\$57,362	\$63,096
Level II	N/A	N/A	N/A	N/A	N/A	N/A	\$59,521	\$68,449	\$73,710
Level III	N/A	N/A	N/A	N/A	N/A	N/A	\$65,126	\$74,895	\$79,068
Nutritionist (P.S.)	\$23.60	\$27.14	Hourly	\$24.55	\$28.23	Hourly	\$25.53	\$29.36	Hourly
Nutritionist (Part-time)	\$42,642	\$49,038	\$52,834	\$44,348	\$51,000	\$54,947	\$46,122	\$53,040	\$57,145
Nutritionist Trainee	\$36,004	\$41,405	Flat Rate	\$37,444	\$43,061	Flat Rate	\$38,942	\$44,783	Flat Rate
Principal Nutrition Consultant	\$57,094	\$65,658	\$70,526	\$59,377	\$68,284	\$73,347	\$61,752	\$71,015	\$76,281
Principal Nutritionist	\$60,212	\$69,244	\$73,103	\$62,621	\$72,014	\$76,027	\$65,126	\$74,895	\$79,068
Supervising Nutritionist	\$55,030	\$63,285	\$68,149	\$57,231	\$65,816	\$70,875	\$59,521	\$68,449	\$73,710

**GROUP C**

Title	Effective 3/2/08			Effective 3/3/08			Effective 3/3/09		
	Hiring*	Incumbent		Hiring*	Incumbent		Hiring*	Incumbent	
	Min.	Min.	Max.	Min.	Min.	Max.	Min.	Min.	Max.
Chief Psychologist **,***	\$66,316	\$76,263	\$84,137	\$68,969	\$79,314	\$87,502	\$71,728	\$82,487	\$91,002
Psychologist #									
Level I	\$49,999	\$57,499	\$64,946	\$51,999	\$59,799	\$67,544	\$54,079	\$62,191	\$70,246
Level II	\$57,160	\$65,734	\$74,617	\$59,446	\$68,363	\$77,602	\$61,824	\$71,098	\$80,706
Level III	\$66,316	\$76,263	\$84,137	\$68,969	\$79,314	\$87,502	\$71,728	\$82,487	\$91,002
Psychologist (per session)	\$33.04	\$38.00	Hourly	\$34.37	\$39.52	Hourly	\$35.74	\$41.10	Hourly
Sr Psychologist **, ***	\$57,160	\$65,734	\$74,617	\$59,446	\$68,363	\$77,602	\$61,824	\$71,098	\$80,706

**GROUP D**

Title	Effective 3/2/08			Effective 3/3/08			Effective 3/3/09		
	Hiring*	Incumbent		Hiring*	Incumbent		Hiring*	Incumbent	
	Min.	Min.	Max.	Min.	Min.	Max.	Min.	Min.	Max.
Institutional Inspector ##	\$40,885	\$47,018	\$52,944	\$42,521	\$48,899	\$55,062	\$44,222	\$50,855	\$57,264
Principal Instit. Inspector	\$57,087	\$65,650	Flat Rate	\$59,370	\$68,276	Flat Rate	\$61,745	\$71,007	Flat Rate
Senior Institutional Inspector	\$45,315	\$52,112	\$58,836	\$47,127	\$54,196	\$61,189	\$49,012	\$56,364	\$63,637
Supv. Institutional Inspector	\$48,956	\$56,299	\$63,601	\$50,914	\$58,551	\$66,145	\$52,950	\$60,893	\$68,791

**GROUP E**

Title	Effective 3/2/08			Effective 3/3/08			Effective 3/3/09		
	Hiring*	Incumbent		Hiring*	Incumbent		Hiring*	Incumbent	
	Min.	Min.	Max.	Min.	Min.	Max.	Min.	Min.	Max.
Asst. Pub. Health Advisor .(CDC)	\$26,089	\$30,002	\$33,578	\$27,132	\$31,202	\$34,921	\$28,217	\$32,450	\$36,318
Dental Assistant ##	\$24,974	\$28,720	\$37,449	\$25,973	\$29,869	\$38,947	\$27,012	\$31,064	\$40,505
Dental Assistant (Hourly)	See Appendix "B"			See Appendix "B"			See Appendix "B"		
Dental Hygienist #, ##, ***									
Level I	\$31,783	\$36,551	\$42,560	\$33,055	\$38,013	\$44,262	\$34,377	\$39,534	\$46,032
Level II	\$40,882	\$47,014	\$58,766	\$42,517	\$48,895	\$61,117	\$44,218	\$50,851	\$63,562
Health Aide	\$23,323	\$26,822	Flat Rate	\$24,257	\$27,895	Flat Rate	\$25,227	\$29,011	Flat Rate
Health Aide (Hourly)	See Appendix "B"			See Appendix "B"			See Appendix "B"		
Public Health Advisor **									
Level I	\$30,383	\$34,941	\$39,238	\$31,599	\$36,339	\$40,808	\$32,863	\$37,793	\$42,440

Level II	\$36,649	\$42,146	\$46,699	\$38,115	\$43,832	\$48,567	\$39,639	\$45,585	\$50,510
Public Health Advisor (School Health) Level I	\$16.63	\$19.12	\$21.47	\$17.29	\$19.88	\$22.33	\$17.98	\$20.68	\$23.22
Level II	\$20.04	\$23.05	\$25.56	\$20.84	\$23.97	\$26.58	\$21.68	\$24.93	\$27.64
Public Health Assistant ##	\$24,974	\$28,720	\$37,449	\$25,973	\$29,869	\$38,947	\$27,012	\$31,064	\$40,505
Public Health Assistant (School Health)	\$13.66	\$15.71	\$20.51	\$14.21	\$16.34	\$21.33	\$14.77	\$16.99	\$22.18
Senior Pub. Health Advisor (CDC)	\$36,649	\$42,146	\$46,699	\$38,115	\$43,832	\$48,567	\$39,639	\$45,585	\$50,510
Supv. Dental Asst. ##	\$27,907	\$32,093	\$39,957	\$29,023	\$33,377	\$41,555	\$30,184	\$34,712	\$43,217
Supv. Public Health Advisor +	\$42,177	\$48,504	\$59,552	\$43,864	\$50,444	\$61,934	\$45,619	\$52,462	\$64,411
Supv. Public Health Advisor (School Health)	\$23.08	\$26.54	\$32.60	\$24.00	\$27.60	\$33.90	\$24.96	\$28.70	\$35.26

## **GROUP F**

Title	Effective 3/2/08			Effective 3/3/08			Effective 3/3/09		
	Hiring*	Incumbent	Max.	Hiring*	Incumbent	Max.	Hiring*	Incumbent	Max.
	Min.	Min.		Min.	Min.		Min.		
Assoc. Pub. Health Epidemiologist ##, **	\$49,004	\$56,355	\$69,170	\$50,964	\$58,609	\$71,937	\$53,003	\$60,953	\$74,814
Consult. Pub. Health Nurse (incl. all spec.)	N/A	\$65,481	N/A	N/A	\$68,100	N/A	N/A	\$70,824	N/A
Consult. Public Health Nurse (child health)	N/A	\$65,481	N/A	N/A	\$68,100	N/A	N/A	\$70,824	N/A
Consult. Public Health Nurse (child health) (per hour)	N/A	\$65,481	N/A	N/A	\$68,100	N/A	N/A	\$70,824	N/A
Consult. Public Health Nurse (HS)	N/A	\$35.82	N/A	N/A	\$37.25	N/A	N/A	\$38.74	N/A
Consult. Public Health Nurse (HS) (per hour)	N/A	\$65,481	N/A	N/A	\$68,100	N/A	N/A	\$70,824	N/A
Dist. Supv. Public Health Nurse *	N/A	\$65,481	N/A	N/A	\$68,100	N/A	N/A	\$70,824	N/A
District Supervising Public Health Nurse (per hour)	N/A	\$35.82	N/A	N/A	\$37.25	N/A	N/A	\$38.74	N/A
Family Public Health Nurse									
Jr. Public Health Nurse ***	N/A	\$59,202	N/A	N/A	\$61,570	N/A	N/A	\$64,033	N/A
Jr. Public Health Nurse (per hr.)	N/A	\$32.39	N/A	N/A	\$33.69	N/A	N/A	\$35.04	N/A
Nurse Practitioner (DOH-Public Health)									
Level I	\$49,087	\$56,450	\$78,125	\$51,050	\$58,708	\$81,250	\$53,092	\$61,056	\$84,500
Level II	\$52,523	\$60,401	\$81,146	\$54,623	\$62,817	\$84,392	\$56,809	\$65,330	\$87,768

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Level III	\$56,324	\$64,773	\$86,448	\$58,577	\$67,364	\$89,906	\$60,921	\$70,059	\$93,502
Pediatric Nurse Associate	N/A	\$63,458	N/A	N/A	\$65,996	N/A	N/A	\$68,636	N/A
Pediatric Nurse Associate (per hour)	N/A	\$34.72	N/A	N/A	\$36.11	N/A	N/A	\$37.55	N/A
Pediatric Nurse Practitioner	N/A	\$68,603	N/A	N/A	\$71,347	N/A	N/A	\$74,201	N/A
Physician Assist. #, ##, ***									
Level I	\$55,674	\$64,025	\$75,664	\$57,901	\$66,586	\$78,691	\$60,217	\$69,249	\$81,839
Level II	\$60,735	\$69,845	\$80,033	\$63,164	\$72,639	\$83,234	\$65,691	\$75,545	\$86,563
Physician Assist. #, ##, ***	\$55,674	\$64,025	\$75,664	\$57,901	\$66,586	\$78,691	\$60,217	\$69,249	\$81,839
Physician Assistant II (HHC only) #, ##	\$60,735	\$69,845	\$80,033	\$63,164	\$72,639	\$83,234	\$65,691	\$75,545	\$86,563
Public Health Epidemiologist ##									
Level I	\$43,113	\$49,580	\$57,816	\$44,837	\$51,563	\$60,129	\$46,631	\$53,626	\$62,534
Level II	\$49,004	\$56,355	\$69,170	\$50,964	\$58,609	\$71,937	\$53,003	\$60,953	\$74,814
Public Health Nurse									
Level I	N/A	\$59,624	N/A	N/A	\$62,009	N/A	N/A	\$64,489	N/A
Level I (Per Hour)	N/A	\$32.64	N/A	N/A	\$33.95	N/A	N/A	\$35.31	N/A
Public Health Nurse									
Level I ( Per Session) ++	N/A	\$32.64	N/A	N/A	\$33.95	N/A	N/A	\$35.31	N/A
Level II	N/A	\$61,428	N/A	N/A	\$63,885	N/A	N/A	\$66,440	N/A
Level III	N/A	\$65,481	N/A	N/A	\$68,100	N/A	N/A	\$70,824	N/A
Public Health Nurse (School Health)									
Level I	N/A	\$32.64	N/A	N/A	\$33.95	N/A	N/A	\$35.31	N/A
Level II	N/A	\$61,428	N/A	N/A	\$63,885	N/A	N/A	\$66,440	N/A
Level III	N/A	\$65,481	N/A	N/A	\$68,100	N/A	N/A	\$70,824	N/A
Registered Nurse (Per Session)	\$19.33	\$22.23	Hourly	\$20.10	\$23.12	Hourly	\$20.90	\$24.04	Hourly
Supv. Public Health Nurse	N/A	\$61,428	N/A	N/A	\$63,885	N/A	N/A	\$66,440	N/A
Supv. Public Health Nurse (per hour)	N/A	\$33.62	N/A	N/A	\$34.96	N/A	N/A	\$36.36	N/A

Title	<b>Effective 3/2/08</b>			<b>Effective 3/3/08</b>			<b>Effective 3/3/09</b>		
	<b>Hiring*</b>	<b>Incumbent</b>		<b>Hiring*</b>	<b>Incumbent</b>		<b>Hiring*</b>	<b>Incumbent</b>	
	<b>Min.</b>	<b>Min.</b>	<b>Max.</b>	<b>Min.</b>	<b>Min.</b>	<b>Max.</b>	<b>Min.</b>	<b>Min.</b>	<b>Max.</b>
Associate Public Health Sanitarian									
Level I	\$46,972	\$54,018	\$73,006	\$48,851	\$56,179	\$75,926	\$50,805	\$58,426	\$78,963
Level II	\$52,333	\$60,183	\$79,177	\$54,426	\$62,590	\$82,344	\$56,603	\$65,094	\$85,638
Level III	\$57,264	\$65,854	\$83,993	\$59,555	\$68,488	\$87,353	\$61,937	\$71,228	\$90,847
Environmental Health Technician	\$27,714	\$31,871	\$34,987	\$28,823	\$33,146	\$36,386	\$29,976	\$34,472	\$37,841
Principal Public Health Sanitarian **	\$57,264	\$65,854	\$83,993	\$59,555	\$68,488	\$87,353	\$61,937	\$71,228	\$90,847
Public Health Sanitarian									
Level I	\$35,536	\$40,866	Flat Rate	\$36,957	\$42,501	Flat Rate	\$38,436	\$44,201	Flat Rate
Level II	\$42,263	\$48,602	\$63,127	\$43,953	\$50,546	\$65,652	\$45,711	\$52,568	\$68,278
Public Health Sanitarian Trainee **	\$35,536	\$40,866	Flat Rate	\$36,957	\$42,501	Flat Rate	\$38,436	\$44,201	Flat Rate
Senior Public Health Sanitarian **	\$46,972	\$54,018	\$73,006	\$48,851	\$56,179	\$75,926	\$50,805	\$58,426	\$78,963
Supervising Public Health Sanitarian **	\$52,333	\$60,183	\$79,177	\$54,426	\$62,590	\$82,344	\$56,603	\$65,094	\$85,638

Title	<b>Effective 3/2/08</b>			<b>Effective 3/3/08</b>			<b>Effective 3/3/09</b>		
	<b>Hiring*</b>	<b>Incumbent</b>		<b>Hiring*</b>	<b>Incumbent</b>		<b>Hiring*</b>	<b>Incumbent</b>	
	<b>Min.</b>	<b>Min.</b>	<b>Max.</b>	<b>Min.</b>	<b>Min.</b>	<b>Max.</b>	<b>Min.</b>	<b>Min.</b>	<b>Max.</b>
Activity Therapist ***									
Level I	\$32,378	\$37,235	\$50,403	\$33,673	\$38,724	\$52,419	\$35,020	\$40,273	\$54,516
Level II	\$35,624	\$40,968	\$55,447	\$37,050	\$42,607	\$57,665	\$38,531	\$44,311	\$59,972
Level III	\$40,057	\$46,065	\$61,711	\$41,659	\$47,908	\$64,179	\$43,325	\$49,824	\$66,746
Assistant Director of Rehabilitation	\$50,184	\$57,712	\$66,276	\$52,191	\$60,020	\$68,927	\$54,279	\$62,421	\$71,684
Associate Staff Audiologist #									
Level I	\$44,018	\$50,621	\$56,111	\$45,779	\$52,646	\$58,355	\$47,610	\$54,752	\$60,689
Level II	\$47,336	\$54,436	\$61,067	\$49,229	\$56,613	\$63,510	\$51,198	\$58,878	\$66,050
Associate Staff Speech Pathologist#									
Level I	\$44,018	\$50,621	\$56,111	\$45,779	\$52,646	\$58,355	\$47,610	\$54,752	\$60,689
Level II	\$47,336	\$54,436	\$61,067	\$49,229	\$56,613	\$63,510	\$51,198	\$58,878	\$66,050

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Audiologist @	\$44,018	\$50,621	\$56,111	\$45,779	\$52,646	\$58,355	\$47,610	\$54,752	\$60,689
Audiologist (DOH) ***	\$42,337	\$48,687	\$54,146	\$44,030	\$50,634	\$56,312	\$45,790	\$52,659	\$58,564
Audiology Clinician #	\$40,658	\$46,757	\$52,173	\$42,284	\$48,627	\$54,260	\$43,976	\$50,572	\$56,430
Certified Occupational Therapist Assistant #	\$29,623	\$34,067	\$44,808	\$30,809	\$35,430	\$46,600	\$32,041	\$36,847	\$48,464
Certified Physical Therapist Assistant #	\$29,623	\$34,067	\$44,808	\$30,809	\$35,430	\$46,600	\$32,041	\$36,847	\$48,464
Creative Arts Therapist									
Occup. Therapist #, ***	\$41,199	\$47,379	\$52,797	\$42,847	\$49,274	\$54,909	\$44,561	\$51,245	\$57,105
Physical Therapist #, ***	\$41,199	\$47,379	\$52,797	\$42,847	\$49,274	\$54,909	\$44,561	\$51,245	\$57,105
Rehabilitation Counselor #	\$40,658	\$46,757	\$52,173	\$42,284	\$48,627	\$54,260	\$43,976	\$50,572	\$56,430
Senior Activity Therapist #	\$35,624	\$40,968	\$55,447	\$37,050	\$42,607	\$57,665	\$38,531	\$44,311	\$59,972
Sr. Associate Occup. Therapist									
Level I	\$44,607	\$51,298	\$56,788	\$46,391	\$53,350	\$59,060	\$48,247	\$55,484	\$61,422
Level II	\$47,970	\$55,166	\$61,795	\$49,890	\$57,373	\$64,267	\$51,885	\$59,668	\$66,838
Sr. Associate Physical Therapist#									
Level I	\$44,607	\$51,298	\$56,788	\$46,391	\$53,350	\$59,060	\$48,247	\$55,484	\$61,422
Level II	\$47,970	\$55,166	\$61,795	\$49,890	\$57,373	\$64,267	\$51,885	\$59,668	\$66,838
Senior Occupational Therapist ***	\$44,607	\$51,298	\$56,788	\$46,391	\$53,350	\$59,060	\$48,247	\$55,484	\$61,422
Senior Physical Therapist	\$44,607	\$51,298	\$56,788	\$46,391	\$53,350	\$59,060	\$48,247	\$55,484	\$61,422
Senior Rehabilitation Counselor #	\$44,018	\$50,621	\$56,111	\$45,779	\$52,646	\$58,355	\$47,610	\$54,752	\$60,689
Speech and Hearing Therapist	\$41,243	\$47,430	\$52,850	\$42,893	\$49,327	\$54,964	\$44,609	\$51,300	\$57,163
Speech Clinician #	\$41,199	\$47,379	\$52,797	\$42,847	\$49,274	\$54,909	\$44,561	\$51,245	\$57,105
Speech Pathologist (DOH)	\$42,337	\$48,687	\$54,146	\$44,030	\$50,634	\$56,312	\$45,790	\$52,659	\$58,564
Staff Audiologist ***	\$44,018	\$50,621	\$56,111	\$45,779	\$52,646	\$58,355	\$47,610	\$54,752	\$60,689
Staff Speech Pathologist	\$44,018	\$50,621	\$56,111	\$45,779	\$52,646	\$58,355	\$47,610	\$54,752	\$60,689
Supervising Activity Therapist #	\$40,057	\$46,065	\$61,711	\$41,659	\$47,908	\$64,179	\$43,325	\$49,824	\$66,746
Supervising Audiologist #, ***	\$50,184	\$57,712	\$66,276	\$52,191	\$60,020	\$68,927	\$54,279	\$62,421	\$71,684
Supervising Speech Pathologist #	\$50,184	\$57,712	\$66,276	\$52,191	\$60,020	\$68,927	\$54,279	\$62,421	\$71,684
Supervising Therapist #, ***	\$50,855	\$58,483	\$67,051	\$52,889	\$60,822	\$69,733	\$55,004	\$63,255	\$72,522

**GROUP I**

Title	Effective 3/2/08			Effective 3/3/08			Effective 3/3/09		
	Hiring*	Incumbent		Hiring*	Incumbent		Hiring*	Incumbent	
	Min.	Min.	Max.	Min.	Min.	Max.	Min.	Min.	Max.
Anesthetist #, ##	\$46,643	\$53,639	\$64,116	\$48,509	\$55,785	\$66,681	\$50,449	\$58,016	\$69,348
Associate Staff Anesthetist Level A #, ##	\$50,355	\$57,908	\$63,222	\$52,369	\$60,224	\$65,751	\$54,463	\$62,633	\$68,381
Associate Staff Anesthetist Level B #, ##	\$54,384	\$62,542	\$66,805	\$56,560	\$65,044	\$69,477	\$58,823	\$67,646	\$72,256
Senior Anesthetist ##	\$50,355	\$57,908	\$66,805	\$52,369	\$60,224	\$69,477	\$54,463	\$62,633	\$72,256

**GROUP J**

Title	Effective 3/2/08			Effective 3/3/08			Effective 3/3/09		
	Hiring*	Incumbent		Hiring*	Incumbent		Hiring*	Incumbent	
	Min.	Min.	Max.	Min.	Min.	Max.	Min.	Min.	Max.
Asst. Health Care Programmer Analyst #, ###	see footnote	\$29,860	\$55,292	see footnote	\$31,054	\$57,504	see footnote	\$32,296	\$59,804
Discharge Planning Assessment Specialist #, ***									
Level I	\$44,692	\$51,396	\$64,246	\$46,480	\$53,452	\$66,816	\$48,339	\$55,590	\$69,489
Level II	\$47,557	\$54,690	\$68,361	\$49,459	\$56,878	\$71,095	\$51,437	\$59,153	\$73,939
Medical Utilization Review Analyst #	\$39,190	\$45,069	\$57,960	\$40,758	\$46,872	\$60,278	\$42,389	\$48,747	\$62,689
Senior Medical Utilization Review Analyst #	\$42,531	\$48,911	\$61,079	\$44,232	\$50,867	\$63,522	\$46,002	\$52,902	\$66,063
Utilization Review/Management Coord. #									
Level I	\$44,692	\$51,396	\$64,246	\$46,480	\$53,452	\$66,816	\$48,339	\$55,590	\$69,489
Level II	\$47,557	\$54,690	\$68,361	\$49,459	\$56,878	\$71,095	\$51,437	\$59,153	\$73,939

**GROUP K**

Title	Effective 3/2/08			Effective 3/3/08			Effective 3/3/09		
	Hiring*	Incumbent		Hiring*	Incumbent		Hiring*	Incumbent	
	Min.	Min.	Max.	Min.	Min.	Max.	Min.	Min.	Max.
Arts Program Analyst	\$32,378	\$37,235	\$50,403	\$33,673	\$38,724	\$52,419	\$35,020	\$40,273	\$54,516
Arts Program Specialist	\$32,378	\$37,235	\$50,403	\$33,673	\$38,724	\$52,419	\$35,020	\$40,273	\$54,516
Assistant Supervisor of Recreation	\$40,057	\$46,065	\$61,711	\$41,659	\$47,908	\$64,179	\$43,325	\$49,824	\$66,746
Associate Arts Program Analyst	\$40,057	\$46,065	\$61,711	\$41,659	\$47,908	\$64,179	\$43,325	\$49,824	\$66,746
Associate Arts Program Specialist	\$40,057	\$46,065	\$61,711	\$41,659	\$47,908	\$64,179	\$43,325	\$49,824	\$66,746
Director of Puppetry	\$40,057	\$46,065	\$61,711	\$41,659	\$47,908	\$64,179	\$43,325	\$49,824	\$66,746



Playground Associate	\$13.78	\$15.85	\$21.51	\$14.33	\$16.48	\$22.37	\$14.90	\$17.14	\$23.26
Playground Assistant	See Appendix "B"			See Appendix "B"			See Appendix "B"		
Puppeteer	\$32,378	\$37,235	\$50,403	\$33,673	\$38,724	\$52,419	\$35,020	\$40,273	\$54,516
Recreation Assistant	\$23,701	\$27,256	\$28,416	\$24,649	\$28,346	\$29,553	\$25,635	\$29,480	\$30,735
Recreation Director (p/t)	\$32,378	\$37,235	\$50,403	\$33,673	\$38,724	\$52,419	\$35,020	\$40,273	\$54,516
Recreation Director(JOP)	\$32,378	\$37,235	\$50,403	\$33,673	\$38,724	\$52,419	\$35,020	\$40,273	\$54,516
Recreation Specialist (p/t)	\$16.83	\$19.36	Hourly	\$17.50	\$20.13	Hourly	\$18.21	\$20.94	Hourly
Recreation Specialist (Parks & Recreation)	\$16.83	\$19.36	Hourly	\$17.50	\$20.13	Hourly	\$18.21	\$20.94	Hourly
Recreation Specialist (p/t) (DJJ)	\$16.83	\$19.36	Hourly	\$17.50	\$20.13	Hourly	\$18.21	\$20.94	Hourly
Recreation Supervisor	\$40,057	\$46,065	\$61,711	\$41,659	\$47,908	\$64,179	\$43,325	\$49,824	\$66,746

**GROUP L**

Title	Effective 3/2/08			Effective 3/3/08			Effective 3/3/09		
	Hiring*	Incumbent		Hiring*	Incumbent		Hiring*	Incumbent	
	Min.	Min.	Max.	Min.	Min.	Max.	Min.	Min.	Max.
Associate Respiratory Therapist#									
Level I	\$47,899	\$55,084	\$69,396	\$49,815	\$57,287	\$72,172	\$51,807	\$59,578	\$75,059
Level II	\$52,688	\$60,591	\$76,331	\$54,796	\$63,015	\$79,384	\$56,988	\$65,536	\$82,559
Respiratory Therapist#									
Level I	\$38,881	\$44,713	\$56,324	\$40,437	\$46,502	\$58,577	\$42,054	\$48,362	\$60,920
Level II	\$42,768	\$49,183	\$61,958	\$44,478	\$51,150	\$64,436	\$46,257	\$53,196	\$67,013
Mental Health Assistant	\$29,222	\$33,605	\$38,080	\$30,390	\$34,949	\$39,603	\$31,606	\$36,347	\$41,187
Senior Respiratory Therapist **									
Level I	\$47,899	\$55,084	\$69,396	\$49,815	\$57,287	\$72,172	\$51,807	\$59,578	\$75,059
Level II	\$52,688	\$60,591	\$76,331	\$54,796	\$63,015	\$79,384	\$56,988	\$65,536	\$82,559

**GROUP M**

Title	Effective 3/2/08			Effective 3/3/08			Effective 3/3/09		
	Hiring*	Incumbent		Hiring*	Incumbent		Hiring*	Incumbent	
	Min.	Min.	Max.	Min.	Min.	Max.	Min.	Min.	Max.
Health Resource Coordinator	\$34,187	\$39,315	\$48,883	\$35,555	\$40,888	\$50,838	\$36,977	\$42,524	\$52,872
Senior Health Resource Coordinator	\$37,885	\$43,568	\$55,254	\$39,401	\$45,311	\$57,464	\$40,977	\$47,123	\$59,763
Sup. Health Res. Coord.	\$46,201	\$53,131	\$65,879	\$48,049	\$55,256	\$68,514	\$49,970	\$57,466	\$71,255

Title	Effective 3/2/08			Effective 3/3/08			Effective 3/3/09		
	Hiring*	Incumbent		Hiring*	Incumbent		Hiring*	Incumbent	
	Min.	Min.	Max.	Min.	Min.	Max.	Min.	Min.	Max.
Medicolegal Investigator									
Level I	N/A	\$67,679	\$78,662	N/A	\$70,386	\$81,808	N/A	\$73,201	\$85,080
Level II	N/A	\$72,724	\$83,116	N/A	\$75,633	\$86,441	N/A	\$78,658	\$89,899
Level III	N/A	\$84,432	\$96,078	N/A	\$87,809	\$99,921	N/A	\$91,321	\$103,918

Title	Effective 3/2/08			Effective 3/3/08			Effective 3/3/09		
	Hiring*	Incumbent		Hiring*	Incumbent		Hiring*	Incumbent	
	Min.	Min.	Max.	Min.	Min.	Max.	Min.	Min.	Max.
Fitness Instructor									
Level I	\$35,900	\$41,285	\$50,460	\$37,336	\$42,936	\$52,478	\$38,829	\$44,653	\$54,577
Level II	\$39,887	\$45,870	\$53,517	\$41,483	\$47,705	\$55,658	\$43,142	\$49,613	\$57,884

**NOTES FOR SECTION 2 a.:**

- \* See Article III, Section 4 (New Hires)
- \*\* To be deleted when vacant
- # Each appointment to this position above the minimum will be handled on a case by case basis.  
Each appointment to this position at the Health and Hospitals Corporation above the minimum will be handled on a case by case basis.
- ## See attached Salary Step Schedule in Article III, Section 9
- ### Footnote(\*) is not applicable.
- @ For present incumbents only
- @@ To be deleted
- + For present incumbents only at HHC ‡ See special terms for this title in Article XX, Section X
- ++ Creative Arts Therapist was certified December 7, 2006  
Group A Medical Record Librarian DCAS Resolution # (2011-14) on July 13, 2011  
Group B Nutritionist DCAS Resolution # (2011-5) on March 30, 2011

b. The salary ranges for employees in the "Public Health Nurse" title series shall be as follows:

1. **JR. PUBLIC HEALTH NURSE**  
**JR. PUBLIC HEALTH NURSE (Per Hour)**  
**JR. PUBLIC HEALTH NURSE (School Health)**

Years of Experience	<u>Effective 3/2/08</u>		<u>Effective 3/3/08</u>		<u>Effective 3/3/09</u>			
	Salary	Hourly	Salary	Hourly	Salary	Hourly		
Hiring								
1	<b>\$918</b>	<b>\$.50</b>	\$60,120	\$32.90	\$62,488	\$34.20	\$64,951	\$35.55
2	<b>\$777</b>	<b>\$.43</b>	\$60,897	\$33.33	\$63,265	\$34.63	\$65,728	\$35.98
3	<b>\$802</b>	<b>\$.44</b>	\$61,699	\$33.77	\$64,067	\$35.07	\$66,530	\$36.42
4	<b>\$808</b>	<b>\$.44</b>	\$62,507	\$34.21	\$64,875	\$35.51	\$67,338	\$36.86
5	<b>\$788</b>	<b>\$.43</b>	\$63,295	\$34.64	\$65,663	\$35.94	\$68,126	\$37.29
6	<b>\$675</b>	<b>\$.37</b>	\$63,970	\$35.01	\$66,338	\$36.31	\$68,801	\$37.66
7	<b>\$785</b>	<b>\$.43</b>	\$64,755	\$35.44	\$67,123	\$36.74	\$69,586	\$38.09
8	<b>\$683</b>	<b>\$.37</b>	\$65,438	\$35.81	\$67,806	\$37.11	\$70,269	\$38.46
9	<b>\$688</b>	<b>\$.38</b>	\$66,126	\$36.19	\$68,494	\$37.49	\$70,957	\$38.84
10	<b>\$693</b>	<b>\$.38</b>	\$66,819	\$36.57	\$69,187	\$37.87	\$71,650	\$39.22
11	<b>\$707</b>	<b>\$.39</b>	\$67,526	\$36.96	\$69,894	\$38.26	\$72,357	\$39.61
12	<b>\$713</b>	<b>\$.39</b>	\$68,239	\$37.35	\$70,607	\$38.65	\$73,070	\$40.00
13	<b>\$671</b>	<b>\$.36</b>	\$68,910	\$37.71	\$71,278	\$39.01	\$73,741	\$40.36
14	<b>\$754</b>	<b>\$.42</b>	\$69,664	\$38.13	\$72,032	\$39.43	\$74,495	\$40.78
15	<b>\$800</b>	<b>\$.43</b>	\$70,464	\$38.56	\$72,832	\$39.86	\$75,295	\$41.21
16	<b>\$716</b>	<b>\$.40</b>	\$71,180	\$38.96	\$73,548	\$40.26	\$76,011	\$41.61
17	<b>\$734</b>	<b>\$.40</b>	\$71,914	\$39.36	\$74,282	\$40.66	\$76,745	\$42.01
18	<b>\$735</b>	<b>\$.40</b>	\$72,649	\$39.76	\$75,017	\$41.06	\$77,480	\$42.41
19	<b>\$760</b>	<b>\$.42</b>	\$73,409	\$40.18	\$75,777	\$41.48	\$78,240	\$42.83
20	<b>\$1,056</b>	<b>\$.57</b>	\$74,465	\$40.75	\$76,833	\$42.05	\$79,296	\$43.40

2. PUBLIC HEALTH NURSE Level I  
PUBLIC HEALTH NURSE Level I (Per Hour)  
PUBLIC HEALTH NURSE Level I (Per Session)  
PUBLIC HEALTH NURSE Level I (School Health)

<u>Years of Experience</u>			<u>Effective 3/2/08</u>		<u>Effective 3/ 3/08</u>		<u>Effective 3/3/09</u>	
			<u>Salary</u>	<u>Hourly</u>	<u>Salary</u>	<u>Hourly</u>	<u>Salary</u>	<u>Hourly</u>
Hiring			\$59,624	\$32.64	\$62,009	\$33.95	\$64,489	\$35.31
1	<b>\$918</b>	<b>\$.50</b>	\$60,542	\$33.14	\$62,927	\$34.45	\$65,407	\$35.81
2	<b>\$777</b>	<b>\$.43</b>	\$61,319	\$33.57	\$63,704	\$34.88	\$66,184	\$36.24
3	<b>\$802</b>	<b>\$.44</b>	\$62,121	\$34.01	\$64,506	\$35.32	\$66,986	\$36.68
4	<b>\$808</b>	<b>\$.44</b>	\$62,929	\$34.45	\$65,314	\$35.76	\$67,794	\$37.12
5	<b>\$788</b>	<b>\$.43</b>	\$63,717	\$34.88	\$66,102	\$36.19	\$68,582	\$37.55
6	<b>\$675</b>	<b>\$.37</b>	\$64,392	\$35.25	\$66,777	\$36.56	\$69,257	\$37.92
7	<b>\$785</b>	<b>\$.43</b>	\$65,177	\$35.68	\$67,562	\$36.99	\$70,042	\$38.35
8	<b>\$683</b>	<b>\$.37</b>	\$65,860	\$36.05	\$68,245	\$37.36	\$70,725	\$38.72
9	<b>\$688</b>	<b>\$.38</b>	\$66,548	\$36.43	\$68,933	\$37.74	\$71,413	\$39.10
10	<b>\$693</b>	<b>\$.38</b>	\$67,241	\$36.81	\$69,626	\$38.12	\$72,106	\$39.48
11	<b>\$707</b>	<b>\$.39</b>	\$67,948	\$37.20	\$70,333	\$38.51	\$72,813	\$39.87
12	<b>\$713</b>	<b>\$.39</b>	\$68,661	\$37.59	\$71,046	\$38.90	\$73,526	\$40.26
13	<b>\$671</b>	<b>\$.36</b>	\$69,332	\$37.95	\$71,717	\$39.26	\$74,197	\$40.62
14	<b>\$754</b>	<b>\$.42</b>	\$70,086	\$38.37	\$72,471	\$39.68	\$74,951	\$41.04
15	<b>\$800</b>	<b>\$.43</b>	\$70,886	\$38.80	\$73,271	\$40.11	\$75,751	\$41.47
16	<b>\$716</b>	<b>\$.40</b>	\$71,602	\$39.20	\$73,987	\$40.51	\$76,467	\$41.87
17	<b>\$734</b>	<b>\$.40</b>	\$72,336	\$39.60	\$74,721	\$40.91	\$77,201	\$42.27
18	<b>\$735</b>	<b>\$.40</b>	\$73,071	\$40.00	\$75,456	\$41.31	\$77,961	\$42.67
19	<b>\$760</b>	<b>\$.42</b>	\$73,831	\$40.42	\$76,216	\$41.73	\$78,721	\$43.09
20	<b>\$1,056</b>	<b>\$.57</b>	\$74,887	\$40.99	\$76,976	\$42.30	\$79,777	\$43.66

3. **PUBLIC HEALTH NURSE Level II**  
**PUBLIC HEALTH NURSE Level II (School Health)**  
**PUBLIC HEALTH NURSE Level II (Per Hour)**  
**PUBLIC HEALTH NURSE Level II (Per Hour)**

**SUPERVISING PUBLIC HEALTH NURSE**  
**SUPERVISING PUBLIC HEALTH NURSE (Per Hour)**

<u>Years of Experience</u>			<u>Effective 3/2/08</u>		<u>Effective 3/3/08</u>		<u>Effective 3/3/09</u>	
			<u>Salary</u>	<u>Hourly</u>	<u>Salary</u>	<u>Hourly</u>	<u>Salary</u>	<u>Hourly</u>
Hiring			\$61,428	\$33.62	\$63,885	\$34.96	\$66,440	\$36.36
1	<b>\$969</b>	<b>\$.53</b>	\$62,397	\$34.15	\$64,854	35.49	\$67,409	\$36.89
2	<b>\$820</b>	<b>\$.45</b>	\$63,217	\$34.60	\$65,674	\$35.94	\$68,229	\$37.34
3	<b>\$847</b>	<b>\$.46</b>	\$64,064	\$35.06	\$66,521	\$36.40	\$69,076	\$37.80
4	<b>\$853</b>	<b>\$.47</b>	\$64,917	\$35.53	\$62,366	\$36.87	\$69,929	\$38.27
5	<b>\$832</b>	<b>\$.45</b>	\$65,749	\$35.98	\$63,198	\$37.32	\$70,761	\$38.72
6	<b>\$712</b>	<b>\$.39</b>	\$66,461	\$36.37	\$63,910	\$37.71	\$71,473	\$39.11
7	<b>\$828</b>	<b>\$.46</b>	\$67,289	\$36.83	\$64,738	\$38.17	\$72,301	\$39.57
8	<b>\$722</b>	<b>\$.39</b>	\$68,011	\$37.22	\$65,460	\$38.56	\$73,023	\$39.96
9	<b>\$725</b>	<b>\$.40</b>	\$68,736	\$37.62	\$66,185	\$38.96	\$73,748	\$40.36
10	<b>\$732</b>	<b>\$.40</b>	\$69,468	\$38.02	\$66,917	\$39.36	\$74,480	\$40.76
11	<b>\$747</b>	<b>\$.41</b>	\$70,215	\$38.43	\$67,664	\$39.77	\$75,227	\$41.17
12	<b>\$752</b>	<b>\$.41</b>	\$70,967	\$38.84	\$68,416	\$40.18	\$75,979	\$41.58
13	<b>\$709</b>	<b>\$.39</b>	\$71,676	\$39.23	\$69,125	\$40.57	\$76,688	\$41.97
14	<b>\$796</b>	<b>\$.43</b>	\$72,472	\$39.66	\$69,921	\$41.00	\$77,484	\$42.40
15	<b>\$844</b>	<b>\$.47</b>	\$73,316	\$40.13	\$70,765	\$41.47	\$78,328	\$42.87
16	<b>\$755</b>	<b>\$.41</b>	\$74,071	\$40.54	\$71,520	\$41.88	\$79,083	\$43.28
17	<b>\$776</b>	<b>\$.42</b>	\$74,847	\$40.96	\$72,296	\$42.30	\$79,859	\$43.70
18	<b>\$775</b>	<b>\$.43</b>	\$75,622	\$41.39	\$73,071	\$42.73	\$80,634	\$44.13
19	<b>\$802</b>	<b>\$.44</b>	\$76,424	\$41.83	\$73,873	\$43.17	\$81,436	\$44.57
20	<b>\$1,115</b>	<b>\$.61</b>	\$77,539	\$42.44	\$74,988	\$43.78	\$82,551	\$45.18

4. **CONSULTANT PUBLIC HEALTH NURSE(Child Health)**  
**CONSULTANT PUBLIC HEALTH NURSE(Child Health) (Per Hour)**

**CONSULTANT PUBLIC HEALTH NURSE(Hospital Services)**  
**CONSULTANT PUBLIC HEALTH NURSE(Hospital Services) (Per Hour)**

**DISTRICT SUPERVISING PUBLIC HEALTH NURSE**  
**DISTRICT SUPERVISING PUBLIC HEALTH NURSE (Per Hour)**

**PUBLIC HEALTH NURSE LEVEL III**  
**PUBLIC HEALTH NURSE LEVEL III (School Health)**

<u>Years of Experience</u>			<u>Effective 3/1/08</u>		<u>Effective 3/2/08</u>		<u>Effective 3/3/09</u>	
			<u>Salary</u>	<u>Hourly</u>	<u>Salary</u>	<u>Hourly</u>	<u>Salary</u>	<u>Hourly</u>
Hiring			\$65,841	\$35.82	\$68,100	\$37.25	\$70,824	\$38.74
1	<b>\$1,020</b>	<b>\$.56</b>	\$66,501	\$36.38	\$69,120	\$37.81	\$71,844	\$39.30
2	<b>\$863</b>	<b>\$.47</b>	\$67,364	\$36.85	\$69,983	\$38.28	\$72,707	\$39.77
3	<b>\$891</b>	<b>\$.49</b>	\$68,255	\$37.34	\$70,874	\$38.77	\$73,598	\$40.26
4	<b>\$899</b>	<b>\$.49</b>	\$69,154	\$37.83	\$71,773	\$39.26	\$74,497	\$40.75
5	<b>\$875</b>	<b>\$.48</b>	\$70,029	\$38.31	\$72,648	\$39.74	\$75,372	\$41.23
6	<b>\$750</b>	<b>\$.41</b>	\$70,779	\$38.72	\$73,398	\$40.15	\$76,122	\$41.64
7	<b>\$872</b>	<b>\$.48</b>	\$71,651	\$39.20	\$74,270	\$40.63	\$76,994	\$42.12
8	<b>\$759</b>	<b>\$.42</b>	\$72,410	\$39.62	\$75,029	\$41.05	\$77,753	\$42.54
9	<b>\$764</b>	<b>\$.41</b>	\$73,174	\$40.03	\$75,793	\$41.46	\$78,517	\$42.95
10	<b>\$770</b>	<b>\$.43</b>	\$73,944	\$40.46	\$76,563	\$41.89	\$79,287	\$43.38
11	<b>\$786</b>	<b>\$.43</b>	\$74,730	\$40.89	\$77,349	\$42.32	\$80,073	\$43.81
12	<b>\$792</b>	<b>\$.43</b>	\$75,522	\$41.32	\$78,141	\$42.75	\$80,865	\$44.24
13	<b>\$746</b>	<b>\$.41</b>	\$76,268	\$41.73	\$78,887	\$43.16	\$81,611	\$44.65
14	<b>\$838</b>	<b>\$.46</b>	\$77,106	\$42.19	\$79,725	\$43.62	\$82,449	\$45.11
15	<b>\$889</b>	<b>\$.48</b>	\$77,995	\$42.67	\$80,614	\$44.10	\$83,338	\$45.59
16	<b>\$795</b>	<b>\$.44</b>	\$78,790	\$49.11	\$81,409	\$44.54	\$84,133	\$46.03
17	<b>\$816</b>	<b>\$.45</b>	\$79,606	\$43.56	\$82,225	\$44.99	\$84,949	\$46.48
18	<b>\$816</b>	<b>\$.44</b>	\$80,422	\$44.00	\$83,041	\$45.43	\$85,765	\$46.92
19	<b>\$845</b>	<b>\$.46</b>	\$81,267	\$44.46	\$83,886	\$45.89	\$86,610	\$47.38
20	<b>\$1,174</b>	<b>\$.65</b>	\$82,441	\$45.11	\$85,060	\$46.54	\$87,784	\$48.03

**5. PEDIATRIC NURSE ASSOCIATE**  
**PEDIATRIC NURSE ASSOCIATE (Per Hour)**

<u>Years of Experience</u>			<u>Effective 3/2/08</u>		<u>Effective 3/3/08</u>		<u>Effective 3/3/09</u>	
			<u>Salary</u>	<u>Hourly</u>	<u>Salary</u>	<u>Hourly</u>	<u>Salary</u>	<u>Hourly</u>
Hiring			\$63,458	\$34.72	\$65,996	\$36.11	\$68,636	\$37.55
1	<b>\$995</b>	<b>\$.55</b>	\$64,453	\$35.27	\$66,991	\$36.66	\$69,631	\$38.10
2	<b>\$841</b>	<b>\$.46</b>	\$65,294	\$35.73	\$67,832	\$37.12	\$70,472	\$38.56
3	<b>\$869</b>	<b>\$.47</b>	\$66,163	\$36.20	\$68,701	\$37.59	\$71,341	\$39.03
4	<b>\$876</b>	<b>\$.48</b>	\$67,039	\$36.68	\$69,577	\$38.07	\$72,217	\$39.51
5	<b>\$853</b>	<b>\$.47</b>	\$67,892	\$37.15	\$70,430	\$38.54	\$73,070	\$39.98
6	<b>\$732</b>	<b>\$.40</b>	\$68,624	\$37.55	\$71,162	\$38.94	\$73,802	\$40.38
7	<b>\$849</b>	<b>\$.46</b>	\$69,473	\$38.01	\$72,011	\$39.40	\$74,651	\$40.84
8	<b>\$741</b>	<b>\$.41</b>	\$70,214	\$38.42	\$72,752	\$39.81	\$75,392	\$41.25
9	<b>\$745</b>	<b>\$.41</b>	\$70,959	\$38.83	\$73,497	\$40.22	\$76,137	\$41.66
10	<b>\$751</b>	<b>\$.41</b>	\$71,710	\$39.24	\$74,248	\$40.63	\$76,888	\$42.07
11	<b>\$766</b>	<b>\$.42</b>	\$72,476	\$39.66	\$75,014	\$41.05	\$77,654	\$42.49
12	<b>\$772</b>	<b>\$.42</b>	\$73,248	\$40.08	\$75,786	\$41.47	\$78,426	\$42.91
13	<b>\$728</b>	<b>\$.40</b>	\$73,976	\$40.48	\$76,514	\$41.87	\$79,154	\$43.31
14	<b>\$817</b>	<b>\$.45</b>	\$74,793	\$40.93	\$77,331	\$42.32	\$79,971	\$43.76
15	<b>\$866</b>	<b>\$.47</b>	\$75,659	\$41.40	\$78,197	\$42.79	\$80,837	\$44.23
16	<b>\$775</b>	<b>\$.42</b>	\$76,434	\$41.82	\$78,972	\$43.21	\$81,612	\$44.65
17	<b>\$796</b>	<b>\$.44</b>	\$77,230	\$42.26	\$79,768	\$43.65	\$82,408	\$45.09
18	<b>\$795</b>	<b>\$.44</b>	\$78,025	\$42.17	\$80,563	\$44.09	\$83,203	\$45.53
19	<b>\$824</b>	<b>\$.45</b>	\$78,849	\$43.15	\$81,387	\$44.54	\$84,027	\$45.98
20	<b>\$1,145</b>	<b>\$.62</b>	\$77,994	\$43.77	\$82,532	\$45.16	\$85,172	\$46.60

## 6. Pediatric Nurse Practitioner

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<b>Years of Experience</b>		<b>Effective <u>3/2/08</u></b>	<b>Effective <u>3/3/08</u></b>	<b>Effective <u>3/3/09</u></b>
<b>Hiring</b>		\$68,603	\$71,347	\$74,201
<b>1</b>	<b>\$1,097</b>	\$69,700	\$72,444	\$75,298
<b>2</b>	<b>\$928</b>	\$70,628	\$73,372	\$76,226
<b>3</b>	<b>\$958</b>	\$71,586	\$74,330	\$77,184
<b>4</b>	<b>\$966</b>	\$72,552	\$75,296	\$78,150
<b>5</b>	<b>\$941</b>	\$73,493	\$76,237	\$79,091
<b>6</b>	<b>\$807</b>	\$74,300	\$77,044	\$79,898
<b>7</b>	<b>\$937</b>	\$75,237	\$77,981	\$80,835
<b>8</b>	<b>\$816</b>	\$76,053	\$78,797	\$81,651
<b>9</b>	<b>\$822</b>	\$76,875	\$79,619	\$82,473
<b>10</b>	<b>\$828</b>	\$77,703	\$80,447	\$83,301
<b>11</b>	<b>\$845</b>	\$78,548	\$81,292	\$84,146
<b>12</b>	<b>\$852</b>	\$79,400	\$82,144	\$84,998
<b>13</b>	<b>\$802</b>	\$80,202	\$82,946	\$85,800
<b>14</b>	<b>\$901</b>	\$81,103	\$83,847	\$86,701
<b>15</b>	<b>\$956</b>	\$82,059	\$84,803	\$87,657
<b>16</b>	<b>\$855</b>	\$82,914	\$85,658	\$88,512
<b>17</b>	<b>\$877</b>	\$83,791	\$86,535	\$89,389
<b>18</b>	<b>\$877</b>	\$84,668	\$87,412	\$90,266
<b>19</b>	<b>\$909</b>	\$85,577	\$88,321	\$91,175
<b>20</b>	<b>\$1,262</b>	\$86,839	\$89,583	\$92,437



c. The following Step Pay Plans shall continue to be paid for the below indicated titles:

**i. Public Health Epidemiologist**

		<u>Effective 3/2/08</u>		<u>Effective 3/3/08</u>		<u>Effective 3/3/09</u>	
		Hiring Rate*	Incumbent	Hiring Rate*	Incumbent	Hiring Rate*	Incumbent
<b>Level I</b>	Minimum	\$43,113	\$49,580	\$44,837	\$51,563	\$46,631	\$53,626
	2 yr Step		\$50,371		\$52,386		\$54,481
	5 yr Step		\$51,159		\$53,205		\$55,333
<b>Level II</b>	Minimum	\$49,004	\$56,355	\$50,964	\$58,609	\$53,003	\$60,953
	2yr Step		\$57,146		\$59,432		\$61,809
	5yr Step		\$57,936		\$60,253		\$62,663
<b>Associate</b>	Minimum	\$49,004	\$56,355	\$50,964	\$58,609	\$53,003	\$60,953
	2 year Step		\$57,146		\$59,432		\$61,809
	5 year Step		\$57,936		\$60,253		\$62,663

\* See Article III, Section 4 (New Hires)

- ii. **Dental Assistant**
- Dental Hygienist**
- Public Health Assistant**
- Supervising Dental Assistant**
- 5 year Step \$1,000

**Section 3. General Wage Increases**

- a. The general wage increases, effective as indicated, shall be:
  - i. Effective on March 3, 2008, Employees shall receive a general increase of 4%.
  - ii. Effective on March 3, 2009, Employees shall receive an additional general increase of 4 %.
  - iv. Part-time per annum, part-time per diem (including seasonal appointees), per session and hourly paid Employees and Employees whose normal work year is less than a full calendar year shall receive the increases provided in subsections 3. (a)(i) and 3. (a)(ii) on the basis of computations heretofore utilized by the parties for all such Employees.

- b. The increases provided for in Section 3. (a) shall be calculated as follows:
  - i. The general increase in Section 3. (a)(i) shall be upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on March 2, 2008;
  - ii. The general increase in Section 3. (a)(ii) shall be based upon the base rates (including salary or increment salary schedules) of the applicable titles in effect on March 2, 2009.
  - iii. Notwithstanding the provisions set forth in Section 3, the appointment rate for any Employee newly hired on or after July 1, 2005 shall be in accordance with Section 4 (“New Hires”) of this *2008-2010 Health Services Agreement*.
- c.
  - i. The general increases provided for in subsections 3 (a)( i) and 3(a)(ii) 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, and to recurring increment payments.
  - ii. A general increase of 5.47%, effective on the last day of the Agreement, and consistent with the terms of the Stipulation of Settlement (A-13472-10; BCB 2864-10) shall be applied to the following “additions to gross”: uniform maintenance allowances, assignment differentials, service increments, longevity differentials, longevity increments, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials. Recurring increment payments are excluded from this provision.

**Section 4. New Hires**

- a. The appointment rate for an employee newly hired on or after March 3, 2008 and appointed at a reduced hiring rate shall be the applicable minimum “hiring rate” as set forth in Section 2. On the two year anniversary of the employee’s original date of appointment, such employee shall be paid the indicated minimum “incumbent rate” for the applicable title that is in effect on such two year anniversary as set forth in Section 2 of this Article III.
- b.
  - i. For a title subject to an incremental pay plan, the employee shall be paid the appropriate increment based upon the employee’s length of service. Section 2 of this Article III reflects the correct amounts and has been adjusted in accordance with the provisions of Section 3(c)(i) of this Article III.

- ii. Employees who change titles or levels before attaining two years of service will be treated in the new title or level as if they had been originally appointed to said title or level on their original hiring date.
- c. For the purposes of Sections 4(a) and 4(b), employees 1) who were in active pay status before March 3, 2008, and 2) who are affected by the following personnel actions after said date shall not be treated as “newly hired” employees and shall be entitled to receive the indicated 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 31 days of such resignation.
  - vii. A provisional employee who is appointed directly from one provisional appointment to another.
  - viii. For employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor Relations is empowered to issue, on a case-by-case basis, interpretations concerning application of this Section 4. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in Article VI of this Agreement.
- d. The First Deputy Commissioner of Labor Relations may, after notification to the affected union(s), exempt certain hard to recruit titles from the provisions of subsection 4.

**Section 5.**

Each general increase provided herein, effective as of each indicated date, shall be applied to the rate in effect on the date as specified in Section 3 of this Article. In the case of a promotion or other advancement to the indicated title on the effective date of the general increase specified in Section 3 of

this Article, such general increase shall not be applied, but the general increase, if any, for the title formerly occupied, effective on the date indicated shall be applied.

**Section 6.**

In the case of an employee on leave of absence without pay, the salary rate of such employee shall be changed to reflect the salary adjustment specified in Article III.

**Section 7. Advancement Increases**

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

<u>TITLE</u>	<u>3/3/08</u>	<u>3/2/10</u>
Assistant Director of Rehabilitation DOC	\$1,853	\$1,954
Asst. Supervisor of Recreation (HHC; DJJ)	\$1,277	\$1,347
Associate Arts Program Analyst	\$1,163	\$1,227
Associate Arts Program Specialist	\$1,163	\$1,227
Associate Medical Record Specialist (HHC)	\$1,448	\$1,527
Associate Public Health Epidemiologist	\$1,853	\$1,954
Associate Public Health Sanitarian Level I	\$1,448	\$1,527
Associate Respiratory Therapist Level I	\$2,243	\$2,366
Assoc. Staff Anesthetist Level A	\$1,853	\$1,954
Assoc. Staff Audiologist Level I	\$1,627	\$1,716
Assoc. Staff Speech Pathologist Level I	\$1,627	\$1,716
Chief Psychologist	\$2,085	\$2,199
Mental Health Assistant	\$1,044	\$1,101
Nutrition Consultant	\$1,686	\$1,778
Physician Assistant II (HHC only)	\$1,214	\$1,280

Principal Nutrition Consultant	\$1,853	\$1,954
Principal Nutritionist	\$1,853	\$1,954
Principal Public Health Sanitarian	\$1,802	\$1,901
Public Health Advisor (CDC)	\$1,448	\$1,527
Public Health Advisor Level I	\$1,448	\$1,527
Respiratory Therapist Level I	\$1,163	\$1,227
Respiratory Care Therapist Level I	\$1,163	\$1,227
Senior Anesthetist	\$1,853	\$1,954
Senior Assoc. Occupational Therapist Level I	\$1,626	\$1,715
Senior Associate Physical Therapist Level I	\$1,626	\$1,715
Senior Institutional Inspector	\$1,448	\$1,527
Senior Medical Record Librarian	\$1,448	\$1,527
Senior Medical Utilization Review Analyst	\$1,853	\$1,954
Senior Occupational Therapist	\$1,626	\$1,715
Senior Physical Therapist	\$1,626	\$1,715
Senior Psychologist	\$1,853	\$1,954
Senior Public Health Advisor (CDC)	\$1,686	\$1,778
Senior Public Health Sanitarian	\$1,448	\$1,527
Senior Rehabilitation Counselor	\$1,626	\$1,715
Senior Respiratory Care Therapist Level I	\$2,243	\$2,366
Staff Audiologist	\$1,626	\$1,715
Staff Speech Pathologist	\$1,626	\$1,715
Supervising Audiologist	\$1,853	\$1,954
Supervising Dental Assistant	\$1,448	\$1,527
Supervising Institutional Inspector	\$1,626	\$1,715
Supervising Medical Record Librarian	\$1,498	\$1,527
Supervising Medical Record Specialist (HHC)	\$1,498	\$1,527

Supervising Nutritionist	\$1,686	\$1,778
Supervising Public Health Sanitarian	\$1,626	\$1,715
Supervising Speech Pathologist	\$1,853	\$1,954
Supervising Therapist	\$1,853	\$1,954

**Section 8. Level Increases**

An employee assigned to a higher level in the titles listed below shall receive upon the effective date of such assignment either the minimum salary rate of the new level or the advancement increase listed below, whichever is greater. Neither an advancement to a higher level nor the receipt of an advancement increase for such an assignment shall be considered a promotion.

<b><u>TITLE</u></b>	<u>3/3/08</u>	<u>3/2/10</u>
Activity Therapist Level II	\$1,170	\$1,234
Activity Therapist Level III	\$1,277	\$1,347
Associate Public Health Sanitarian Level II	\$1,626	\$1,715
Associate Public Health Sanitarian Level III	\$1,802	\$1,901
Associate Respiratory Therapist Level II	\$1,496	\$1,578
Associate Staff Anesthetist Level B	\$2,321	\$2,448
Associate Staff Audiologist Level II	\$1,748	\$1,844
Associate Staff Speech Pathologist Level II	\$1,748	\$1,844
Discharge Planning Assessment Specialist Level II	\$1,853	\$1,954
Medical Record Librarian Level II	\$1,448	\$1,527
Medical Record Librarian Level III	\$1,498	\$1,580
Nutritionist Level II	\$1,686	\$1,778
Nutritionist Level III	\$1,853	\$1,954
Psychologist Level II	\$1,853	\$1,954
Psychologist Level III	\$2,085	\$2,199
Public Health Adviser Level II	\$1,686	\$1,778
Public Health Epidemiologist Level II	\$1,853	\$1,954
Respiratory Therapist Level II	\$1,496	\$1,578

Respiratory Care Therapist Level II	\$1,496	\$1,578
Senior Assoc. Occupational Therapist Level II	\$1,748	\$1,844
Senior Associate Physical Therapist Level II	\$1,748	\$1,844
Senior Respiratory Care Therapist Level II	\$1,496	\$1,578
Utilization Review/Management Coordinator Level II	\$1,853	\$1,954

**Section 9. Appointment Rates-Prior Experience**

**A. Physician Assistant/Physician's Assistant**

(1) Effective as of the dates specified below, employees in the titles Physician Assistant and Physician's Assistant shall receive, on their anniversary dates, the salary rates noted below (which include an experience differential) for the appropriate years of experience as a Physician Assistant or Physician's Assistant, whether such experience is in the City, the Corporation or outside. Employees whose salaries are above these rates except as a result of an education differential, tuition reimbursement, shift differential or other contractual payments shall not receive additional monies as a result of this Section 9A(1) nor shall any employee sustain any decrease.

**Physician's Assistant Level I**

**Physician's Assistant:**

Years of Experience	<u>Effective 3/2/08</u>		<u>Effective 3/3/08</u>		<u>Effective 3/3/09</u>	
	Minimum	Minimum	Minimum	Minimum	Minimum	Minimum
	<u>Hiring</u>	<u>Incumbent</u>	<u>Hiring</u>	<u>Incumbent</u>	<u>Hiring</u>	<u>Incumbent</u>
	<u>Rate*</u>	<u>Rate</u>	<u>Rate*</u>	<u>Rate</u>	<u>Rate*</u>	<u>Rate</u>
Hiring	\$55,674	\$64,025	\$57,901	\$66,586	\$60,217	\$69,249
1 year	\$55,974	\$64,325	\$58,201	\$66,886	\$60,517	\$69,549
2 years	\$56,474	\$64,825	\$58,701	\$67,386	\$61,017	\$70,049
3 years	\$56,974	\$65,325	\$59,201	\$67,886	\$61,517	\$70,549
4 years	\$57,374	\$65,725	\$59,601	\$68,286	\$61,917	\$70,949
5 years	\$57,774	\$66,125	\$60,001	\$68,686	\$62,317	\$71,349
6 years	\$58,174	\$66,525	\$60,401	\$69,086	\$62,717	\$71,749
7 years	\$58,574	\$66,925	\$60,801	\$69,486	\$63,117	\$72,149
10 years	\$58,974	\$67,325	\$61,201	\$69,886	\$63,517	\$72,549
15 years	\$59,374	\$67,725	\$61,601	\$70,286	\$63,917	\$72,949

\* See Article III, Section 4 (New Hires)

**Physician's Assistant Level II  
Physician's Assistant (HHC only):**

<u>Years of Experience</u>	<u>Effective 3/2/08</u>		<u>Effective 3/3/08</u>		<u>Effective 3/3/09</u>	
	<u>Minimum Hiring Rate*</u>	<u>Minimum Incumbent Rate</u>	<u>Minimum Hiring Rate*</u>	<u>Minimum Incumbent Rate</u>	<u>Minimum Hiring Rate*</u>	<u>Minimum Incumbent Rate</u>
	Hiring	\$60,735	\$69,845	\$63,164	\$72,639	\$65,691
1 year	\$61,035	\$70,145	\$63,464	\$72,939	\$65,991	\$75,845
2 years	\$61,535	\$70,645	\$63,964	\$73,439	\$66,491	\$76,345
3 years	\$62,035	\$71,145	\$64,464	\$73,939	\$66,991	\$76,845
4 years	\$62,435	\$71,545	\$64,864	\$74,339	\$67,391	\$77,245
5 years	\$62,835	\$71,945	\$65,264	\$74,739	\$67,791	\$77,645
6 years	\$63,235	\$72,345	\$65,664	\$75,139	\$68,191	\$78,045
7 years	\$63,635	\$72,745	\$66,064	\$75,539	\$68,591	\$78,445
10 years	\$64,035	\$73,145	\$66,464	\$75,939	\$68,991	\$78,845
15 years	\$64,435	\$73,545	\$66,864	\$76,339	\$69,391	\$79,245

\* See Article III, Section 4 (New Hires)

**B. Institutional Inspectors**

The following appointment rates shall continue to apply to each Institutional Inspector who at the time of appointment to City Service after the date indicated below has the specified years of prior experience as an Institutional Inspector:

<u>Years of Experience</u>	<u>Effective 3/2/08</u>		<u>Effective 3/3/08</u>		<u>Effective 3/3/09</u>	
	<u>Minimum Hiring Rate*</u>	<u>Minimum Incumbent Rate</u>	<u>Minimum Hiring Rate*</u>	<u>Minimum Incumbent Rate</u>	<u>Minimum Hiring Rate*</u>	<u>Minimum Incumbent Rate</u>
	Hiring	\$40,885	\$47,018	\$42,521	\$48,899	\$44,222
2 years	\$41,185	\$47,318	\$42,821	\$49,199	\$44,522	\$51,155
4 years	\$41,485	\$47,618	\$43,121	\$49,499	\$44,822	\$51,455
5 years	\$41,785	\$47,918	\$43,421	\$49,799	\$45,122	\$51,755

\* See Article III, Section 4 (New Hires)



**C. Anesthetist/Senior Anesthetist/Associate Staff Anesthetist**

Employees in the title Anesthetist, Senior Anesthetist and Associate Staff Anesthetist shall receive, on their anniversary dates, the salary rates noted below (which include an experience differential) for the appropriate years of experience as an Anesthetist or Senior Anesthetist or Associate Staff Anesthetist, whether such experience is in the City, the Corporation or outside. Employees whose salaries are above these rates except as a result of an education differential, tuition reimbursement, shift differential or other contractual differentials and payments shall not receive any additional monies as a result of this Section 9C nor shall any employee sustain any decrease.

**Anesthetist :**

<b>Years of Experience</b>	<b>Effective 3/2/08</b>		<b>Effective 3/3/08</b>		<b>Effective 3/3/09</b>	
	<b>Minimum Hiring Rate*</b>	<b>Minimum Incumbent Rate</b>	<b>Minimum Hiring Rate*</b>	<b>Minimum Incumbent Rate</b>	<b>Minimum Hiring Rate*</b>	<b>Minimum Incumbent Rate</b>
	Hiring	\$46,643	\$53,639	\$48,509	\$55,785	\$50,449
1 year	\$46,993	\$53,989	\$48,859	\$56,135	\$50,799	\$58,366
2 years	\$47,543	\$54,539	\$49,409	\$56,685	\$51,349	\$58,916
3 years	\$48,093	\$55,089	\$49,959	\$57,235	\$51,899	\$59,466
4 years	\$48,543	\$55,539	\$50,409	\$57,685	\$52,349	\$59,916
5 years	\$48,993	\$55,989	\$50,859	\$58,135	\$52,799	\$60,366
6 years	\$49,443	\$56,439	\$51,753	\$58,585	\$53,249	\$60,816
7 years	\$49,893	\$56,889	\$51,759	\$59,035	\$53,699	\$61,266
10 years	\$50,343	\$57,339	\$52,209	\$59,485	\$54,149	\$61,716
15 years	\$50,793	\$57,789	\$52,659	\$59,935	\$54,599	\$62,166

**Senior Anesthetist**

**Assoc. Staff Anesthetist Level I:**

<b>Years of Experience</b>	<b>Effective 3/2/08</b>		<b>Effective 3/3/08</b>		<b>Effective 3/3/09</b>	
	<b>Minimum Hiring Rate*</b>	<b>Minimum Incumbent Rate</b>	<b>Minimum Hiring Rate*</b>	<b>Minimum Incumbent Rate</b>	<b>Minimum Hiring Rate*</b>	<b>Minimum Incumbent Rate</b>
	Hiring	\$50,355	\$57,908	\$52,369	\$60,224	\$54,463
1 year	\$50,705	\$58,258	\$52,719	\$60,574	\$54,813	\$62,983
2 years	\$51,255	\$58,808	\$53,269	\$61,124	\$55,363	\$63,533
3 years	\$51,805	\$59,358	\$53,819	\$61,674	\$55,913	\$64,083

4 years	\$52,255	\$59,808	\$54,269	\$62,124	\$56,363	\$64,533
5 years	\$52,705	\$60,258	\$54,719	\$62,574	\$56,813	\$64,983
6 years	\$53,155	\$60,708	\$55,169	\$63,024	\$57,263	\$65,433
7 years	\$53,605	\$61,158	\$55,619	\$63,474	\$57,713	\$65,883
10 years	\$54,055	\$61,608	\$56,069	\$63,924	\$58,163	\$66,333
15 years	\$54,505	\$62,508	\$56,519	\$64,374	\$58,613	\$66,783

\* See Article III, Section 4 (New Hires)

**Assoc. Staff Anesthetist Level II:**

<u>Years of Experience</u>	<u>Effective 3/2/08</u>		<u>Effective 3/3/08</u>		<u>Effective 3/3/09</u>	
	<u>Minimum Hiring Rate*</u>	<u>Minimum Incumbent Rate</u>	<u>Minimum Hiring Rate*</u>	<u>Minimum Incumbent Rate</u>	<u>Minimum Hiring Rate*</u>	<u>Minimum Incumbent Rate</u>
Hiring	\$54,384	\$62,542	\$56,560	\$65,044	\$58,823	\$67,646
1 year	\$54,734	\$62,892	\$56,910	\$65,393	\$59,173	\$67,996
2 years	\$55,284	\$63,442	\$57,460	\$65,944	\$59,723	\$68,546
3 years	\$55,834	\$63,992	\$58,010	\$66,494	\$60,273	\$69,096
4 years	\$56,284	\$64,442	\$58,460	\$66,944	\$60,723	\$69,546
5 years	\$56,734	\$64,892	\$58,910	\$67,394	\$61,173	\$69,996
6 years	\$57,184	\$65,342	\$59,360	\$67,844	\$61,623	\$70,446
7 years	\$57,634	\$65,792	\$59,810	\$68,294	\$62,073	\$70,896
10 years	\$58,084	\$66,242	\$60,260	\$68,744	\$62,523	\$71,346
15 years	\$58,534	\$66,692	\$60,710	\$69,194	\$62,973	\$71,796

\*See Article III, Section 4 (New Hires)

**Section 10. Longevity Increment:**

a. Employees with 15 years or more of "City" service in pay status (except those eligible for a longevity differential pursuant to Section 12) shall receive a longevity increment of \$800 per annum.

b. The rules for eligibility for the longevity increment described above in subsection 10(a), shall be set forth in Appendix A of this Agreement and are incorporated by reference herein.

**Section 11. Differentials**

**A. Assignment Differentials**

**(1.) Dental Assistant**

(a) A differential in the pro-rated annual amount stated below shall be provided for each Dental Assistant while assigned as a Dental Supply Clerk:

<b><u>Effective Date</u></b>	<b><u>Annual Amount</u></b>
3/3/08	\$604
3/2/10	\$637

(b) A differential in the pro-rated annual amount stated below shall be provided for each Dental Assistant while assigned as a Registrar or an Assistant to the Director of the Dental Services:

<b><u>Effective Date</u></b>	<b><u>Annual Amount</u></b>
3/3/08	\$1,215
3/2/10	\$1,281

**(2.) Dental Hygienist**

A differential in the pro-rated annual amount stated below shall be provided for each Dental Hygienist regularly assigned to perform the more difficult tasks of this class of position, consisting of appropriate training and work supervision of other Dental Hygienists and such subordinate personnel as may be assigned to perform duties related to Dental Hygiene.

<b><u>Effective Date</u></b>	<b><u>Annual Amount</u></b>
3/3/08	\$1,215
3/2/10	\$1,281

**(3.) Public Health Assistant, Public Health Assistant (School Health)**

A differential in the pro-rated annual amount stated below shall be provided for each Public Health Assistant or Public Health Assistant (School Health) regularly assigned to perform the more responsible tasks of Public Health Assistant, including appropriate work, supervision, and home visits:

<b><u>Effective Date</u></b>	<b><u>Annual Amount</u></b>
3/3/08	\$1,090
3/2/10	\$1,150

**(4.) Public Health Advisor Title Series**

The differential described below shall continue to apply to employees in the Public Health Advisor title series who are assigned to inspect "sex clubs."

Employees will be compensated at the rate stated below per inspection. This compensation is inclusive of base pay, overtime, night shift differential, and the assignment differential. For the purposes of calculating overtime in any work week, all time spent on "sex club" inspections shall be deemed to be ordered involuntary overtime subject to the recall provisions set forth in Article IV, Section 9 of the 1995-2001 Citywide Agreement or its successor. If an employee is assigned to work more than 40 hours in a work week (including time for "sex club" inspections), payment for time over 40 hours shall be calculated based on the employee's regular base salary, except that should such overtime accrue during the course of a "sex club" inspection those hours in excess of 40 hours shall be compensated at the rate of

half-time (1/2x) in addition to the rate set forth below.

Other terms and conditions applicable to "sex club" inspections are described in Appendix C to this Agreement.

<u>Effective Date</u>	<u>Amount Per Visit</u>
3/3/08	\$184/visit
3/2/10	\$194/visit

**(5.) Physicians Assistant. Dept. of Sanitation:**

A differential in the pro-rated annual amount stated below shall be provided for each Physician's Assistant in the Department of Sanitation while assigned to field duties (i.e. home or hospital visits to departmental employees to conduct physical examinations and to perform related duties):

<u>Effective Date</u>	<u>Annual Amount</u>
3/3/08	\$2,426
3/2/10	\$2,559

**(6.) Physician's Assistants, Dept. of Correction:**

A differential in the pro-rated annual amount stated below shall be provided for each Physician's Assistant regularly assigned to a Department of Correction prison facility:

<u>Effective Date</u>	<u>Annual Amount</u>
3/3/08	\$1,455
3/2/10	\$1,535

**(7.) Recreation Titles - Department of Parks:**

(a) An assignment differential limited to five (5) incumbents citywide shall be paid in the pro-rated annual amount stated below to designated persons in the position of Assistant Supervisor of Recreation regularly assigned as a Deputy Borough Supervisor:

<u>Effective Date</u>	<u>Annual Amount</u>
3/3/08	\$2,426
3/2/10	\$2,559

(b) An assignment differential limited to one (1) incumbent per sector shall be paid in the pro-rated annual amount stated below to designated persons in the position of Assistant Supervisor of Recreation or Recreation Supervisor regularly assigned as a Sector Supervisor:

<u>Effective Date</u>	<u>Annual Amount</u>
3/3/08	\$1,215
3/2/10	\$1,281

(c) An assignment differential limited to two (2) incumbents per center and a maximum of twenty-eight (28) incumbents citywide shall be paid in the pro-rated annual amount stated below to designated persons

in the position of Recreation Director regularly assigned to "in charge of Center" duties:

<u>Effective Date</u>	<u>Annual Amount</u>
3/3/08	\$849
3/2/10	\$895

(d) An assignment differential limited to one (1) incumbent per sector shall be paid in the pro-rated annual amount stated below to designated persons in the position of Recreation Director regularly assigned as an Assistant Sector Supervisor:

<u>Effective Date</u>	<u>Annual Amount</u>
3/3/08	\$849
3/2/10	\$895

(e) The Department agrees to post a notice announcing openings for the positions set forth in subsections a through d of this subsection so that interested employees may file an application for said openings. The selection of the person or persons designated and assigned shall be made at the sole discretion of the Commissioner.

**(8.) Assistant Supervisor of Recreation/Recreation Supervisor or Supervising Activity Therapist Health and Hospitals Corporation:**

An assignment differential in the pro-rated annual amount stated below shall be paid to three (3) incumbents in the position of Assistant Supervisor of Recreation, Recreation Supervisor, or Supervising Activity Therapist, one employed at Kings County Hospital, one at Bird S. Coler Hospital and one at the City Hospital Center at Elmhurst regularly assigned and designated as Group Chief-Recreation:

<u>Effective Date</u>	<u>Annual Amount</u>
3/3/08	\$1,811
3/2/10	\$1,910

**(9.) Assistant Supervisor of Recreation/Recreation Supervisor - Department of Juvenile Justice:**

An assignment differential in the pro-rated annual amount stated below shall be paid to one (1) designated Assistant Supervisor of Recreation or one (1) designated Recreation Supervisor in charge of planning and directing recreational programs at the Spofford Juvenile Center:

<u>Effective Date</u>	<u>Annual Amount</u>
3/3/08	\$1,215
3/2/10	\$1,281

**(10.) Assistant Supervisor of Recreation/Recreation Supervisor - Department of Correction:**

An assignment differential in the pro-rated annual amount stated below shall be paid to one (1) designated Assistant Supervisor of Recreation or Recreation Supervisor in charge of planning and directing Departmental recreational programs:

<u>Effective Date</u>	<u>Annual Amount</u>
3/3/08	\$2,426
3/2/10	\$2,559

**(11.) Recreation Director /Recreation Supervisor- Department of Correction:**

An assignment differential in the pro-rated annual amount stated below shall be paid to one (1) designated Recreation Director or Recreation Supervisor regularly assigned as deputy to the designated Assistant Supervisor of Recreation in charge of planning and directing Departmental recreational programs:

<u>Effective Date</u>	<u>Annual Amount</u>
3/3/08	\$849
3/2/10	\$895

**(12.) Psychologists - Department of Correction:**

A differential in the pro-rated annual amount stated below shall be provided for each incumbent of a position in a class of positions set forth in Salary Group C assigned to a Department of Correction prison facility.

<u>Effective Date</u>	<u>Annual Amount</u>
3/3/08	\$1,455
3/2/10	\$1,535

**(13.) Therapists, et al. - Department of Correction:**

A differential in the pro-rated annual amount stated below shall be provided for each incumbent of a position in a class of positions set forth in Salary Group H regularly assigned to a Department of Correction prison facility:

<u>Effective Date</u>	<u>Annual Amount</u>
3/3/08	\$2,180
3/2/10	\$2,299

**(14.) Junior Public Health Nurse/ Public Health Nurse - Nurse in Charge:**

A differential in the hourly amount stated below shall be provided for employees in the titles Junior Public Health Nurse and Public Health Nurse who are designated by the Department of Health and Mental Hygiene or the Health and Hospitals Corporation as "Nurse in Charge of Clinic". Said differential shall be paid for each hour while the Junior Public Health Nurse or Public Health Nurse is regularly assigned:

<u>Effective Date</u>	<u>Amount</u>
3/3/08	\$.82/Hour
3/2/10	\$.86/Hour

**(15.) Medicolegal Investigator:**

Employees in the title Medicolegal Investigator shall be eligible for a "transportation" differential in the annual maximum or per shift amount stated below. In no case may a Medicolegal Investigator receive more than an annual maximum amount in a year. Employees shall be eligible to receive the shift amount for each full eight (8) hour tour during which the MLI drives him/herself to and between assignments. The OCME shall post monthly schedules at the beginning of each month. Upon posting, the MLIs shall notify the Director of Medicolegal Investigations or his/her designee of which regularly scheduled tours the MLI will drive him/herself. The MLI, with the consent of the OCME, shall be eligible to choose one

or more scheduled overtime tour(s) for which the MLI agrees to drive him/herself and also receive the differential. The differential shall not be paid while the employee is on sick, annual or any other leave, including use of compensatory time. Any MLI who is assigned to a tour which does not require the MLI to travel between locations shall not be eligible for the differential during that tour.

<u>Effective Date</u>	<u>Per Shift</u>	<u>Annual Maximum</u>
3/3/08	\$18.72	\$2,913
3/2/10	\$19.74	\$3,091

**(16). Public Health Sanitarians:**

A differential in the pro-rated amount stated below shall be provided to employees in the titles Associate Public Health Sanitarian, Public Health Sanitarian, Principal Public Health Sanitarian, Senior Public Health Sanitarian and Supervising Public Health Sanitarian assigned to the Department of Health and Mental Hygiene's Bureau of Environmental Investigations.

<u>Effective Date</u>	<u>Annual Amount</u>
3/3/08	\$4,884
3/2/10	\$5,151

**B. Evening or Night Shift - Anesthetists**

A differential in the pro-rated annual amount stated below shall be provided for each incumbent of a position in a class of positions included in Salary Group I assigned to the evening or night shift. Such assignment shall include payment during authorized paid time off to persons so assigned:

<u>Effective Date</u>	<u>Annual Amount</u>
3/3/08	\$5,936
3/2/10	\$6,261

**C. Certification Differential - Anesthetists**

A differential in the pro-rated annual amount stated below shall be paid to employees in the title Anesthetist who are Certified Registered Nurse Anesthetists.

<u>Effective Date</u>	<u>Annual Amount</u>
3/3/08	\$2,347
3/2/10	\$2,475

**D. License Differential - Psychologist/Senior Psychologist/Chief Psychologist**

A differential in the pro-rated annual amount stated below shall be provided for each Psychologist, Senior Psychologist or Chief Psychologist possessing a license issued by the New York State Education Department and whose duties and responsibilities may include the commitment of patients to institutional care.

<u>Effective Date</u>	<u>Annual Amount</u>
3/3/08	\$4,340
3/2/10	\$4,577

**E. Registered Respiratory Therapists Differential**

A differential in the pro-rated annual amount stated below shall be provided for employees who are Registered Respiratory Therapists registered by the National Board for Respiratory Therapy.

<u>Effective Date</u>	<u>Annual Amount</u>
3/3/08	\$2,347
3/2/10	\$2,475

**F. Nutrition Consultant/Nutritionist Differential**

Registered Dieticians in the titles Nutrition Consultant, Nutritionist, Principal Nutrition Consultant, Principal Nutritionist, and Supervising Nutritionist shall receive a differential in the pro-rated annual amount stated below:

<u>Effective Date</u>	<u>Annual Amount</u>
3/3/08	\$1,563
3/2/10	\$1,648

**G. Educational Differential**

**(1). Institutional Inspectors/Anesthetists \***

A differential shall be provided for each incumbent employee in Salary Groups D and I possessing an appropriate degree from an accredited College or University as follows:

<u>Effective Date</u>	<u>Baccalaureate*</u>	<u>Masters*</u>
3/3/08	\$448	\$898
3/2/10	\$473	\$947

\* For employees in Group D, the degree(s) must be the Bachelor of Science and/or the Masters of Science.

**(2). Public Health Nurses /Associate Public Health Epidemiologist \***

For employees in Salary Group F (except for employees in the titles Physician Assistant and Physician's Assistant), and for each incumbent employee in the title Associate Public Health Epidemiologist and Public Health Epidemiologist, a differential in the pro-rated annual amount stated below shall be provided for each incumbent who possesses a Master's degree determined by the head of the employing agency to be appropriate.

<u>Effective Date</u>	<u>Annual Amount</u>
3/3/08	\$597
3/2/10	\$630



(3). Physician Assistant/Physician's Assistant \*

(a) A differential in the pro-rated annual amount stated below shall be provided for each incumbent employee in the titles Physician Assistant and Physician's Assistant, possessing or receiving a Bachelor of Science degree in an approved technical field related to the employee's discipline.

<u>Effective Date</u>	<u>Annual Amount</u>
3/3/08	\$448
3/2/10	\$473

(b) A differential in the pro-rated annual amount stated below shall be provided for each incumbent employee in the titles Physician Assistant and Physician's Assistant, possessing or receiving a Master's degree (beyond the Bachelor of Science) in an approved technical field related to the employee's discipline.

<u>Effective Date</u>	<u>Annual Amount</u>
3/3/08	\$898
3/2/10	\$947

(4). Junior Public Health Nurse \*

(a) A differential in the pro-rated annual amount stated below shall be provided for each incumbent employee in the title Junior Public Health Nurse, possessing or receiving a Baccalaureate degree determined by the head of the employing agency to be appropriate.

<u>Effective Date</u>	<u>Annual Amount</u>
3/3/08	\$373
3/2/10	\$393

(b) A differential in the pro-rated annual amount stated below for the attainment of 10 credits in public health studies or a total of the 20 credit amount stated below for the attainment of 20 such credits shall continue to be provided for each incumbent employee in the title Junior Public Health Nurse, who is neither receiving, nor eligible to receive a differential described in Article III, Section 11G(2) or Section 11G(4a) above. All such credits shall be part of a public health nursing program determined by the head of the employing agency to be appropriate.

<u>Effective Date:</u>	<u>3/3/08</u>	<u>3/2/10</u>
10 Credits	\$112	\$118
20 Credits	\$224	\$236

\*The differentials set forth in Section G shall be paid from the exact date of eligibility. Each employee shall be responsible for notifying the department of the employee's eligibility.

**Section 12. Longevity Differentials**

**A. Therapists and Related Titles:**

Employees only in the titles listed below shall receive the following longevity differential payments:

<b><u>Effective:</u></b>	<b><u>3/3/08</u></b>	<b><u>3/2/10</u></b>
After 1 Year -	\$671	\$708
After 2 Years -	\$1,421 (\$750)	\$1499 (\$791)
After 5 Years -	\$2,242 (\$821)	\$2,365 (\$866)
After 7 Years -	\$2,989 (\$747)	\$3,152 (\$787)
After 10 Years-	\$3,738 (\$749)	\$3,942 (\$790)

**Eligible Titles**

Assistant Director of Rehabilitation	Senior Associate Physical Therapist Level I, II
Associate Respiratory Therapist Level I, II	Senior Occupational Therapist
Associate Staff Audiologist Level I, II	Senior Physical Therapist
Associate Staff Speech Pathologist Level I, II	Senior Rehabilitation Counselor
Audiologist	Speech Clinician
Audiology Clinician	Speech and Hearing Therapist
Certified Occupational Therapist Assistant	Speech Pathologist (DOH)
Certified Physical Therapist Assistant	Staff Audiologist
Occupational Therapist	Staff Speech Pathologist
Physical Therapist	Supervising Audiologist
Rehabilitation Counselor	Supervising Speech Pathologist
Respiratory Therapist Level I, II	Supervising Therapist
Senior Associate Occupational Therapist Level I,II	

**B. Dental Assistant, Dental Hygienist, Supervising Dental Assistant, Public Health Assistant**

Employees in the titles Dental Assistant, Dental Hygienist, Public Health Assistant, and Supervising Dental Assistant shall receive the following longevity differential payments:

<b><u>Effective:</u></b>	<b><u>3/3/08</u></b>	<b><u>3/2/10</u></b>
After 10 Years -	\$373	\$393
After 15 Years -	\$749	\$790
(An Additional)	(\$376)	(\$397)

**C. Recreation and Puppetry Titles**

Employees in the titles listed below shall receive the following longevity differential payments:

<b><u>Effective:</u></b>	<b><u>3/3/08</u></b>	<b><u>3/2/10</u></b>
After 5 Years -	\$1,196	\$1,261
After 10 Years -	\$2,390	\$2,521
(An Additional)	(\$1,194)	(\$1,260)
After 15 Years -	\$2,988	\$3,151
(An Additional)	(\$598)	(\$630)

**Eligible Titles**

Activity Therapist	Director of Puppetry
Arts Program Analyst	Puppeteer
Arts Program Specialist	Recreation Director
Assistant Supervisor of Recreation	Recreation Supervisor
Associate Arts Program Analyst	Senior Activity Therapist
Associate Arts Program Specialist	Supervising Activity Therapist

**D. Public Health Titles, Anesthetists, Physician(s) Assistant**

(1) Employees in the titles listed below shall receive the following longevity differential payments:

<b><u>Effective:</u></b>	<b><u>3/3/08</u></b>	<b><u>3/2/10</u></b>
After 7 Years -	\$749	\$790
After 10 Years -	\$1,196	\$1,261
(An Additional)	(\$447)	(\$471)
After 15 Years -	\$1,943	\$2,049
(An Additional)	(\$747)	(\$788)

**Eligible Titles**

Associate Public Health Epidemiologist
Public Health Epidemiologist

(2) Employees in the below listed titles shall receive the following longevity differential payments:

<b><u>Effective:</u></b>	<b><u>3/3/08</u></b>	<b><u>3/2/10</u></b>
After 5 Years -	\$749	\$790
After 10 Years -	\$1,795	\$1,893
(An Additional)	(\$1,046)	(\$1,103)
After 15 Years -	\$2,989	\$3,152
(An Additional)	(\$1,194)	(\$1,259)

Eligible Titles

Anesthetist	Associate Staff Anesthetist Level I, II
Physician Assistant	Physician Assistant II (HHC only)
Physician's Assistant	Senior Anesthetist

**E. Medical Records Specialist/Medical Record Librarian/Medical Utilization Review Analyst Series**

Employees in the titles listed below shall receive the following longevity differential payments in addition to the 15-year MEA longevity:

<b><u>Effective:</u></b>	<b><u>3/3/08</u></b>	<b><u>3/2/10</u></b>
After 5 Years -	\$749	\$790
After 10 Years -	\$1,795	\$1,893
(An Additional)	(\$1,046)	(\$1,103)

Eligible Titles

Associate Medical Record Specialist (HHC)	Medical Record Librarian Level I, II, and III
Medical Record Specialist (HHC)	Medical Utilization Review Analyst
Senior Medical Record Librarian	Senior Medical Utilization Review Analyst
Supervising Medical Record Librarian	Supervising Medical Record Specialist (HHC)

**F. Psychologist/Senior Psychologist/Chief Psychologist**

Employees in the titles Psychologist Level I, II, and III, Chief Psychologist and Senior Psychologist shall receive the following longevity differential payments in addition to the 15-year MEA longevity:

<b><u>Effective:</u></b>	<b><u>3/3/08</u></b>	<b><u>3/2/10</u></b>
After 5 Years -	\$749	\$790
After 10 Years -	\$1,271	\$1,341
(An Additional)	(\$522)	(\$551)

**G. Medicolegal Investigator**

Employees in the title Medicolegal Investigator shall receive the following longevity differential payments in addition to the 15-year MEA longevity:

<b><u>Effective:</u></b>	<b><u>3/3/08</u></b>	<b><u>3/2/10</u></b>
After 2 Years -	\$1,466	\$1,546
After 5 Years -	\$2,198	\$2,318
(An Additional)	(\$732)	(\$772)
After 7 Years -	\$2,930	\$3,090
(An Additional)	(\$732)	(\$772)
After 10 Years -	\$4,397	\$4,638
(An Additional)	(\$1,467)	(\$1,548)

**H. Public Health Sanitarian Series**

Employees in the titles listed below shall receive the following longevity differential payments in addition to the 15-year MEA longevity:

Public Health Sanitarian:

<b><u>Effective:</u></b>	<b><u>3/3/08</u></b>	<b><u>3/2/10</u></b>
After 2 Years -	\$1,394	\$1,470
After 5 Years -	\$2,791	\$2,944
(An Additional)	(\$1,397)	(\$1,474)
After 7 Years -	\$4,185	\$4,414
(An Additional)	(\$1,394)	(\$1,470)
After 10 Years -	\$5,583	\$5,888
(An Additional)	(\$1,398)	(\$1,474)

Associate Public Health Sanitarian Level I

Sr. Public Health Sanitarian:

<b><u>Effective:</u></b>	<b><u>3/3/08</u></b>	<b><u>3/2/10</u></b>
After 2 Years -	\$1,535	\$1,619
After 5 Years -	\$3,069	\$3,237
(An Additional)	(\$1,534)	(\$1,618)
After 7 Years -	\$4,606	\$4,858
(An Additional)	(\$1,537)	(\$1,621)
After 10 Years -	\$6,140	\$6,476
(An Additional)	(\$1,534)	(\$1,618)

Associate Public Health Sanitarian Level II

Supervising Public Health Sanitarian:

<u>Effective:</u>	<u>3/3/08</u>	<u>3/2/10</u>
After 2 Years -	\$1,673	\$1,765
After 5 Years -	\$3,349	\$3,532
(An Additional)	(\$1,676)	(\$1,767)
After 7 Years -	\$5,023	\$5,298
(An Additional)	(\$1,674)	(\$1,766)
After 10 Years -	\$6,697	\$7,063
(An Additional)	(\$1,674)	(\$1,765)

Associate Public Health Sanitarian Level III

Principal Public Health Sanitarian:

<u>Effective:</u>	<u>3/3/08</u>	<u>3/2/10</u>
After 2 Years-	\$1,814	\$1,913
After 5 Years-	\$3,626	\$3,824
(An Additional)	(\$1,812)	(\$1,911)
After 7 Years -	\$5,443	\$5,741
(An Additional)	(\$1,817)	(\$1,917)
After 10 Years-	\$7,256	\$7,653
(An Additional)	(\$1,813)	(\$1,912)

**I. Public Health Advisor Series**

Employees in the titles listed below shall receive the following longevity differential payments in addition to the 15-year MEA longevity:

Assistant Public Health Advisor (CDC):

	<u>3/3/08</u>	<u>3/2/10</u>
After 3 Years -	\$350	\$369

Public Health Advisor Level I

Public Health Advisor (CDC)

Public Health Advisor Level I (School Health):

	<u>3/3/08</u>	<u>3/2/10</u>
After 3 Years -	\$696	\$734

Public Health Advisor Level II

Senior Public Health Advisor (CDC)

Public Health Advisor Level II (School Health):

	<u>3/3/08</u>	<u>3/2/10</u>
After 3 Years -	\$838	\$884

Supervising Public Health Advisor (CDC)

Supervising Public Health Advisor (School Health):

	<u>3/3/08</u>	<u>3/2/10</u>
After 3 Years -	\$1,117	\$1,178

**J. Mental Health Assistant**

Employees in the title Mental Health Assistant shall receive the following longevity differential payments in addition to the 15-year MEA longevity:

	<u>3/3/08</u>	<u>3/2/10</u>
After 7 Years -	\$696	\$734
After 10 Years -	\$1,394	\$1,470
(An Additional)	(\$698)	(\$736)

**K.** Except as provided below, the differential payments as described in subsection A through J of this Section 12 do not become part of the basic salary rate and shall not be pensionable until the employee has received them for two years. Service eligibility is related to the length of service in the appropriate occupational group. Future eligibility shall be effective on the January 1, April 1, July 1, or October 1 following the employee's anniversary date.

**L.** Notwithstanding paragraph K above, the application of the \$800/15-year longevity differential to the titles in subsections E, F, G, H, I and J is governed by Appendix A attached hereto.

**Section 13. Tuition Reimbursement**

**a.** Except as provided below, reimbursement for tuition shall be provided, upon satisfactory completion of job-related courses, workshops, seminars and conferences approved by the head of the employing agency or the Executive Director of the hospital for the indicated employees in the titles and amounts listed below.

**b.** Eligibility for tuition reimbursement rates in this Section 13 shall not begin prior to the completion of at least one (1) year of service for employees in salary Groups A, E, and F (except for employees in the title of Physician Assistant, and Physician's Assistant).

<u>Eligible Titles</u>	<u>Group</u>	<u>Annual Amounts</u>
Medical Records Librarian	A	\$800

Nutritionists <u>1/</u>	B	\$250
Institutional Inspector	D	\$250
Dental Hygienist <u>2/</u>	E	\$250
Public Health Sanitarian	G	\$250
Therapist <u>3/</u>	H	\$800
Public Health Nurses <u>4/</u>	F	\$1100
Physician Assistants and Physician's Assistant	F	\$1100
Anesthetist	I	\$1100
Psychologist <u>5/</u>	C	\$1100
Medical Utilization Review Analysts	J	\$800
Respiratory Therapist <u>6/</u>	L	\$800

1/ Nutritionists employed on a per session basis who work not less than 35 hours per two (2) week period shall not receive more than \$125 per annum.

2/ Not applicable to those employees ( Salary Group E) in the titles of Dental Assistants, Public Health Assistant, and Supervising Dental Assistant.

3/ Not applicable to those employees in the title of Creative Arts Therapist.

4/ Reimbursement shall continue to be provided for all academic courses leading to a Bachelor of Science degree in Nursing or a Masters Degree approved by the head of the employing agency.

5/ For employees in the titles Psychologist, Senior Psychologist and Chief Psychologist only.

6/ For employees in the title Respiratory Therapist, and Senior Respiratory Care Therapist, tuition reimbursement is provided in place of the training fund previously granted. Tuition reimbursement applies only to the Respiratory Therapist, and Senior Respiratory Care Therapist titles.

**Section 14. Certification Reimbursement: Medicolegal Investigators**

Employees in the title Medicolegal Investigator shall be eligible for reimbursement in the amount of \$345 for taking and passing the recertification test given by the National Committee on Certification of Physician Assistants (NCCPA). Reimbursement shall be paid only upon the OCME receiving proof that the employee took and passed the recertification test.

**Section 15. Education Training Fund**

Pursuant to the provisions of a separate agreement between the City and District Council 37, a Training Fund contribution at the rate of twenty-five dollars (\$25) per annum effective October 1, 1990, shall be made to the District Council 37 Education Fund on behalf of each full-time per annum incumbent in the title of Public Health Assistant, Dental Assistant, Supervising Dental Assistant, and Mental Health Assistant, provided, however, that no contribution shall be made to such fund during any period in which the separate agreement between the City and District Council 37 relating to the operation of such fund is of no force and effect. This Section shall be subject to the waiver provided in Article IV, Section 1 (b).



**Section 16. Uniform Allowance**

**A. Dental Assistants**

(1) A pro-rated annual allowance in the amount stated below shall be provided for each full-time Dental Assistant and Supervising Dental Assistant:

<b><u>Effective Date:</u></b>	<b><u>3/3/08</u></b>	<b><u>3/2/10</u></b>
	\$252	\$266

(2) A pro-rated annual allowance in the amount stated below shall be provided for each per session Dental Assistant and Supervising Dental Assistant, upon completion of 150 sessions in any year:

<b><u>Effective Date:</u></b>	<b><u>3/3/08</u></b>	<b><u>3/2/10</u></b>
	\$127	\$134

**B. Public Health Assistants and Public Health Assistants (School Health)**

A pro-rated annual allowance in the amount stated below shall be provided for each full-time Public Health Assistant and Public Health Assistant (School Health) and for those Public Health Assistants and Public Health Assistants (School Health) working less than a full-time work week but 50% or more of the normal work week of 35 hours:

<b><u>Effective Date:</u></b>	<b><u>3/3/08</u></b>	<b><u>3/2/10</u></b>
Uniform Requiring a Coat	\$521	\$549
Uniform Not Requiring a Coat	\$405	\$427

**C. Dental Hygienists**

A pro-rated annual allowance in the amounts stated below shall be provided for each Dental Hygienist required to wear a uniform:

<b><u>Effective Date:</u></b>	<b><u>3/3/08</u></b>	<b><u>3/2/10</u></b>
	\$252	\$266

**D. Public Health Nurse/Physician(s) Assistant**

(1) A pro-rated annual allowance in the amount stated below shall be provided for each incumbent in the class of positions included in Group F (except for employees in the titles of Physician Assistant, Physician's Assistant and Physician Assistant II (HHC) who is required to wear a uniform.

<b><u>Effective Date:</u></b>	<b><u>3/3/08</u></b>	<b><u>3/2/10</u></b>
	\$523	\$552

(2) A pro-rated annual allowance in the amount stated below shall be provided for each per session Public Health Nurse upon completion of 150 sessions in any year:

<b><u>Effective Date:</u></b>	<b><u>3/3/08</u></b>	<b><u>3/2/10</u></b>
	\$287	\$303

(3) A pro-rated annual allowance in the amount stated below shall be provided for each Physician Assistant, Physician's Assistant and Physician Assistant II, (HHC) who is required to wear a uniform which is not supplied by the Employing Agency:

<b><u>Effective Date:</u></b>	<b><u>3/3/08</u></b>	<b><u>3/2/10</u></b>
	\$151	\$159

**E. Registered Nurse (Per Session)**

A pro-rated annual allowance in the amount stated below shall be provided for each incumbent in the title Registered Nurse (Per Session) upon the completion of no fewer than 135 paid sessions in a school year for 4 sessions per week or completion of 150 sessions on a 5 session per week basis:

<b><u>Effective Date:</u></b>	<b><u>3/3/08</u></b>	<b><u>3/2/10</u></b>
	\$232	\$245

**F. Therapists/Certified Therapy Assistants**

(1) A pro-rated annual allowance in the amount stated below shall be provided for each incumbent in a class of positions included in Salary Group H (except for employees in the title Creative Arts Therapist) who is required to wear a full uniform which is not supplied by the Employing Agency:

<b><u>Effective Date:</u></b>	<b><u>3/3/08</u></b>	<b><u>3/2/10</u></b>
	\$278	\$293

(2) A pro-rated annual allowance in the amount stated below shall be provided for each incumbent in a class of positions included in Salary Group H (except for employees in the title Creative Arts Therapist) who is required to wear a partial uniform.

<b><u>Effective Date:</u></b>	<b><u>3/3/08</u></b>	<b><u>3/2/10</u></b>
	\$118	\$124

**G. Anesthetists**

A pro-rated annual allowance in the amount stated below shall be provided for each incumbent in a class of positions included in Salary Group I:

<b><u>Effective Date:</u></b>	<b><u>3/3/08</u></b>	<b><u>3/2/10</u></b>
	\$350	\$369

**H. Respiratory Therapist -Associate Respiratory Therapist - Mental Health Assistant**

A pro-rated annual allowance in the amount stated below shall be provided for each incumbent in the titles Respiratory Therapist, Associate Respiratory Therapist, and Mental Health Assistant who is required to wear a full uniform which is not supplied by the Employing Agency:

<b><u>Effective Date:</u></b>	<b><u>3/3/08</u></b>	<b><u>3/2/10</u></b>
	\$252	\$266

**I. Recreation Titles**

A pro-rated annual allowance in the annual amount stated below shall be provided to each incumbent who is employed by the Department of Parks in a title enumerated below as follows:

<b><u>Titles</u></b>	<b><u>3/3/08</u></b>	<b><u>3/2/10</u></b>
Assistant Supervisor of Recreation	\$323	\$341
Puppeteer	\$241	\$254

Recreation Assistant	\$103	\$109
Recreation Director	\$241	\$254
Recreation Supervisor	\$323	\$341

**J. Medicolegal Investigators**

Employees in the title Medicolegal Investigators shall receive an annual clothing maintenance allowance in the annual amount stated below, which shall be paid in the same manner as a uniform allowance.

<b><u>Effective Date:</u></b>	<b><u>3/2/10</u></b>	<b><u>3/3/08</u></b>
	\$387	\$367

**Section 17. Per Session Employee Leave**

**A. Nutritionist/Psychologist**

(1) A person employed as a Nutritionist or Psychologist on a per session basis hired prior to July 1, 1985 shall earn sick leave and annual leave as follows:

Sick Leave - One session for each twenty sessions worked to a maximum of 180 sick leave sessions.

Annual Leave - One session for each eleven sessions worked to a maximum accrual of 50 sessions.

a. Each Nutritionist or Psychologist hired on a per session basis after July 1, 1985 shall be entitled to accrue sick leave pursuant to subsection (1) above and to accrue annual leave on the following basis:

<b><u>Years in Service</u></b>	<b><u>Accrual</u></b>
At the beginning of the employee's 1st year (maximum accrual - 50 sessions)	1 session for 22 sessions worked
At the beginning of the employee's 2nd year (maximum accrual - 50 sessions)	1 session for 17 sessions worked
At the beginning of the employee's 3rd year (maximum accrual - 50 sessions)	1 session for 17 sessions worked
At the beginning of the employee's 4th year (maximum accrual - 50 sessions)	1 session for 15 sessions worked
At the beginning of the employee's 5th year (maximum accrual - 50 sessions)	1 session for 11 sessions worked

b. Effective July 1, 1991, each Nutritionist or Psychologist hired on a per session basis after July 1, 1985 shall be entitled to accrue sick leave pursuant to subsection (1) above and to accrue annual leave on the following basis:

At the beginning of the 1st year - 1 hour for each 15 hours worked.

At the beginning of the 5th year - 1 hour for each 11 hours worked.

**B. Public Health Nurses**

(1) Each incumbent in a class of positions included in Group F on a per session basis hired prior to July 1, 1985 shall earn sick leave and annual leave as follows:

Sick Leave - One session for each twenty sessions worked.

Annual Leave - One session for each eleven sessions worked to a maximum accrual of 50 sessions.

a. Each incumbent in a class of positions included in Group F hired after July 1, 1985 on a per session basis shall be entitled to accrue sick leave pursuant to subsection B(1) above and to accrue annual leave on the following basis:

<u>Years in Service</u>	<u>Accrual</u>
At the beginning of the employee's 1st year (maximum accrual - 50 sessions)	1 session for 22 sessions worked
At the beginning of the employee's 2nd year (maximum accrual - 50 sessions)	1 session for 17 sessions worked
At the beginning of the employee's 3rd year (maximum accrual - 50 sessions)	1 session for 17 sessions worked
At the beginning of the employee's 4th year (maximum accrual - 50 sessions)	1 session for 15 sessions worked
At the beginning of the employee's 5th year (maximum accrual - 50 sessions)	1 session for 11 sessions worked

b. Effective July 1, 1991, each incumbent in a class of positions included in Group F hired after July 1, 1985 on a per session basis shall be entitled to accrue sick leave pursuant to subsection B(1) above and to accrue annual leave on the following basis:

At the beginning of the 1st year - 1 hour for each 15 hours worked.

At the beginning of the 5th year - 1 hour for each 11 hours worked.

**C. Registered Nurse (Per Session)**

(1) A person employed as a Registered Nurse on a per session basis prior to July 1, 1985 shall continue to earn sick leave and annual leave as follows:

**Sick Leave**

1. One 5-1/2 hour session for each twenty 5-1/2 hour sessions worked.
2. Maximum accumulation: 180 sessions of sick leave.
3. "Breakage": Sessions worked in a school year in excess of a multiple of twenty shall be credited in the following school year.

**Annual Leave**

1. One 5-1/2 hour session for each eleven 5-1/2 hour sessions worked.
2. Maximum accumulation: 50 sessions of annual leave.
3. "Breakage": Sessions worked in a school year in excess of a multiple of eleven shall be credited in the following school year.

(2) Each person employed as a Registered Nurse on a per session basis hired after July 1, 1985 shall be entitled to accrue sick leave pursuant to subsection C(1) above and to accrue annual leave as follows:

<u>Years in Service</u>	<u>Accrual</u>
At the beginning of the employee's 1st year (maximum accrual - 50 sessions)	1 session for 22 sessions worked
At the beginning of the employee's 2nd year (maximum accrual - 50 sessions)	1 session for 17 sessions worked
At the beginning of the employee's 3rd year (maximum accrual - 50 sessions)	1 session for 17 sessions worked
At the beginning of the employee's 4th year (maximum accrual - 50 sessions)	1 session for 15 sessions worked
At the beginning of the employee's 5th year (maximum accrual - 50 sessions)	1 session for 11 sessions worked

a. Effective July 1, 1991 each person employed as a Registered Nurse on a per session basis hired after July 1, 1985 shall be entitled to accrue sick leave pursuant to subsection C(1) above and to accrue annual leave as follows:

At the beginning of the 1st year - 1 hour for each 15 hours worked.  
At the beginning of the 5th year - 1 hour for each 11 hours worked.

D. However, a person shall not be entitled to the sick leave or annual leave credits set forth in this Section 17 if in addition to per session employment such person is otherwise employed by the City of New York or the Health and Hospitals Corporation and as a result of such employment earns sick and annual leave credits.

E. All other per session employees shall earn sick leave and annual leave credits in accordance with Article V, Section 19 of the 1995-2001 Citywide Agreement or any successor thereto.

**Section 18. Recurring Increment Payment**

a. Effective April 1, 2000, full-time per annum and full-time per diem employees covered by this Agreement\* shall be eligible to receive the Recurring Increment Payments ("RIP") set forth below.

<u>Years of Service</u>	<u>3/2/08 Increment</u>	<u>3/2/08 Total RIP</u>	<u>3/3/08 Increment</u>	<u>3/3/08 Total RIP</u>	<u>3/3/09 Increment</u>	<u>3/3/09 Total RIP</u>
Less than 1	\$0	\$0	\$0	\$0	\$0	\$0
After 1	\$385.23	\$385	\$401	\$401	\$417	\$417
After 2	\$125.40	\$511	\$130	\$531	\$135	\$552
After 3	\$125.40	\$636	\$130	\$661	\$135	\$687
After 4	\$125.40	\$761	\$130	\$791	\$135	\$822
After 5	\$125.40	\$887	\$130	\$921	\$135	\$957
After 6	\$125.40	\$1,012	\$130	\$1,051	\$135	\$1,092

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After 7	\$125.40	\$1,138	\$130	\$1,181	\$135	\$1,227
After 8	\$125.40	\$1,263	\$130	\$1,311	\$135	\$1,362
After 9	\$125.40	\$1,388	\$130	\$1,441	\$135	\$1,497
After 10	\$125.40	\$1,514	\$130	\$1,571	\$135	\$1,632
After 11	\$125.40	\$1,639	\$130	\$1,701	\$135	\$1,767
After 12	\$125.40	\$1,765	\$130	\$1,831	\$135	\$1,902
After 13	\$125.40	\$1,890	\$130	\$1,961	\$135	\$2,037
After 14	\$125.40	\$2,015	\$130	\$2,091	\$135	\$2,172
After 15	\$125.40	\$2,141	\$130	\$2,221	\$135	\$2,307
After 16	\$125.40	\$2,266	\$130	\$2,351	\$135	\$2,442
After 17	\$125.40	\$2,392	\$130	\$2,481	\$135	\$2,577
After 18	\$125.40	\$2,517	\$130	\$2,611	\$135	\$2,712
After 19	\$125.40	\$2,642	\$130	\$2,741	\$135	\$2,847
After 20	\$125.40	\$2,768	\$130	\$2,871	\$135	\$2,982

\*Excluding the title Creative Arts Therapist.

b. The RIPs shall be based upon years of City service and shall be paid in addition to the longevity differentials set forth in Section 12 and the longevity increment set forth in Section 10. RIPs shall be payable on the 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 D of this Agreement.

**Section 19. Provisions Unique to Public Health Nurse Titles**

a. An employee shall move to the next step on the experience schedule on her/his adjusted anniversary date in a Public Health Nurse title.

b. Employees with experience in a title which required an RN license and who performed direct patient care duties in mayoral agencies or the Health and Hospitals Corporation will be credited with all such service (in pay status) performed at DOHMH or HHC. Such prior experience shall be credited only if an employee is hired into the same or equivalent title in the Department of Health and Mental Hygiene as the employee held at HHC. Such credited experience shall be effective as of the employee's date of hire with the Department of Health and Mental Hygiene.

c. In addition to City experience current employees may be credited with up to 5 years of non-City (HHC and mayoral agency) experience. No employee shall receive more than 5 years additional credit on the experience schedule for non-City/HHC service.

d. Part time employees shall move to the next step of the experience schedule after the completion of 1,827 hours in pay status.

e. OLR shall annually review nursing salaries and share that review with the Department of Health and Mental Hygiene, the Health & Hospitals Corporation, and District Council 37. If it is determined that adjustments are needed to the PHN titles salary schedules to maintain DOHMH's ability to recruit and retain employees in these titles, the parties shall attempt to reach an agreement on any such adjustments. Unless otherwise agreed to by the parties, adjustments made pursuant to this paragraph shall be effective on July 1 of each year. This paragraph is suspended for the term of this 2008-2010 Health Service Unit Agreement.

f. An employee in a Public Health Nurse title who is promoted or hired into another Public Health Nurse title shall receive the salary of the new title with the same years of experience as he/she had in the previous title.

g. Special terms and conditions for employees assigned to the School Health program of the Department of Health and Mental Hygiene are attached to this agreement as Appendix E.

## **ARTICLE IV - WELFARE FUND**

### **Section 1.**

a. In accordance with the election by the Union pursuant to the provisions of Article XIII of the Citywide Agreement between the City of New York and related public employers and District Council 37, AFSCME, AFL-CIO, the Welfare Fund provisions of the 1995-2001 Citywide Agreement, as amended, or any successor agreement(s) thereto, shall apply to Employees covered by this Agreement.

b. When an election is made by the Union pursuant to the provisions of Article XIII, Section 1 (b), of the Citywide Agreement between the City of New York and related public employers and District Council 37, AFSCME, AFL-CIO, the provisions of Article XIII, Section 1(b) of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to Employees covered by this Agreement, and when such election is made, the Union hereby waives its right to training, education and/or legal services contributions provided in this Agreement, if any. In no case shall the single contribution provided in Article XIII, Section 1(b) of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, exceed the total amount that the Union would have been entitled to receive if the separate contributions had continued.

### **Section 2.**

The Union agrees to provide welfare fund benefits to domestic partners of covered employees in the same manner as those benefits are provided to spouses of married covered employees.

### **Section 3.**

In accordance with the Health Benefits Agreement dated January 11, 2001, each welfare fund shall provide welfare fund benefits equal to the benefits provided on behalf of an active employee to widow(er)s, domestic partners and/or children of any employee who dies in the line of duty as that term is referenced in Section 12-126(b)(2) of the New York City Administrative Code. The cost of providing this benefit shall be funded by the Stabilization Fund.

## **ARTICLE V - PRODUCTIVITY AND PERFORMANCE**

### **Introduction**

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

### **Section 1. - Performance Levels**

a. The Union recognizes the Employer's right under the New York City Collective Bargaining Law to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, to prepare work schedules and to

measure the performance of each employee or group of employees. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on employees are within the scope of collective bargaining. The Employer will give the Union prior notice of the establishment and/or revision of performance standards or norms hereunder.

b. Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable law.

### **Section 2. - Supervisory Responsibility**

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

b. Employees who fail to meet such standards may be subject to disciplinary measures in accordance with applicable law.

### **Section 3. - Performance Compensation**

The Union acknowledges the Employer's right to pay additional compensation for outstanding performance. The Employer agrees to notify the Union of its intent to pay such additional compensation.

## **ARTICLE VI - GRIEVANCE PROCEDURE**

### **Section 1. - Definition:**

The term "**Grievance**" shall mean:

- a. A dispute concerning the application or interpretation of the terms of this Agreement;
- b. A claimed violation, misinterpretation or misapplication of the rules or regulations, *written* policy or orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving the Personnel Rules and Regulations of the City of New York or the Rules and Regulations of the Health and Hospitals Corporation with respect to those matters set forth in the first paragraph of Section 7390.1 of the Unconsolidated Laws shall not be subject to the grievance procedure or arbitration;
- c. A claimed assignment of employees to duties substantially different from those stated in their job specifications\*;
- d. A claimed improper holding of an open-competitive rather than a promotional examination\*;
- e. A claimed wrongful disciplinary action taken against a permanent employee covered by Section 75(1) of the Civil Service Law or a permanent employee covered by the Rules and Regulations of the Health and Hospitals Corporation upon whom the agency head has served written charges of incompetence or misconduct while the employee is serving in the employee's permanent title or which affects the employee's permanent status.\*
- f. Failure to serve written charges as required by Section 75 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation upon a permanent employee covered by Section 75(1) of the Civil Service Law or a permanent employee covered by the Rules and Regulations of the



Health and Hospitals Corporation where any of the penalties (including a fine) set forth in Section 75(3) of the Civil Service Law have been imposed.

**g.** A claimed wrongful disciplinary action taken against an eligible provisional employee of a Mayoral agency who has served without a break in service for two years in the same or similar title or related occupational group in the same agency on a full-time per annum or full-time per diem basis and has been assigned regularly to work the normal, full-time work week established for that title.\*

**h.** A claimed wrongful disciplinary action taken against a non-competitive employee as defined in Section 10 of this Article VI.

\* These subsections are not applicable to employees in the title Play Ground Assistant (seasonal employees)

## **Section 2.**

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

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

All grievances must be presented in writing at all steps in the grievance procedure. For all grievances as defined in Section 1 c, no monetary award shall in any event cover any period prior to the date of the filing of the **Step I** grievance unless such grievance has been filed within thirty (30) days of the assignment to alleged out-of-title work. No monetary award for a grievance alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be issued unless such grievance has been filed within the time limitation set forth in Step I below for such grievances; if the grievance is so filed, any monetary award shall in any event cover only the period up to six years prior to the date of the filing of the grievance.

**Step I** The employee and/or the Union shall present the grievance in the form of a memorandum to the person designated for such purpose by the agency head no later than 120 days after the date on which the grievance arose except that grievances alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be presented no later than 120 days after the first date on which the grievant discovered the payroll error. The employee may also request an appointment to discuss the grievance and such request shall be granted. The person designated by the Employer to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall issue a determination in writing by the end of the third work day following the date of submission.

**NOTE:** *The following **STEP I(a)** shall be applicable only in the Health and Hospitals Corporation in the case of grievances arising under Section 1a through 1c and 1f of this Article and shall be applied prior to **Step II** of this Section:*

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

**STEP II** An appeal from an unsatisfactory determination at **STEP I** or **STEP I(a)**, where applicable, shall be presented in writing to the agency head or the agency head's designated representative who shall

not be the same person designated in **STEP I**. The appeal must be made within five (5) work days of the receipt of the **STEP I** or **STEP I(a)** determination. The agency head or designated representative, if any, shall meet with the employee and/or the Union for review of the grievance and shall issue a determination in writing by the end of the tenth work day following the date on which the appeal was filed.

**STEP III** An appeal from an unsatisfactory determination at **STEP II** shall be presented by the employee and/or the Union to the Commissioner of Labor Relations in writing within ten (10) work days of the receipt of the **STEP II** determination. The grievant or the Union should submit copies of the **STEP I** and **STEP II** grievance filings and any agency responses thereto. Copies of such appeal shall be sent to the agency head. The Commissioner of Labor Relations or the Commissioner's designee shall review all appeals from **STEP II** determinations and shall issue a determination on such appeals within fifteen (15) work days following the date on which the appeal was filed.

**STEP IV** An appeal from an unsatisfactory determination at **STEP III** may be brought solely by the Union to the Office of Collective Bargaining for impartial arbitration within fifteen (15) work days of receipt of the **STEP III** determination. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance". The Employer shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accordance with Title 61 of the Rules of the City of New York. The costs and fees of such arbitration shall be borne equally by the Union and the Employer.

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

### **Section 3.**

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

### **Section 4.**

**a.** Any grievance under Section 1 (d) relating to a claimed improper holding of an open-competitive rather than a promotional examination shall be presented in writing by the employee or the Union representative to the Commissioner of Labor Relations not later than thirty (30) days after the notice of the intention to conduct such open-competitive examination, or copy of the appointing officer's request for such open-competitive examination, as the case may be, has been posted in accordance with Section 51 of the Civil Service Law. The grievance shall be considered and passed upon within ten (10) days after its presentation. The determination shall be in writing, copies of which shall be transmitted to both parties to the grievance upon issuance.

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

## Section 5.

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

**STEP A** Following the service of written charges, a conference with such employee shall be held with respect to such charges by the person designated by the agency head to review a grievance at **STEP I** of the Grievance Procedure set forth in this Agreement. The employee may be represented at such conference by a representative of the Union. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference. If the employee is satisfied with the determination in **STEP A** above, the employee may choose to accept such determination as an alternative to and in lieu of a determination made pursuant to the procedures provided for in Section 75 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation. As a condition of accepting such determination, the employee shall sign a waiver of the employee's right to the procedures available to him or her under Sections 75 and 76 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation.

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

**STEP B(ii)** If the election is made to proceed pursuant to the Grievance Procedure, an appeal from the determination of **STEP A** above, shall be made to the agency head or designated representative. The appeal must be made in writing within five (5) work days of the receipt of the determination. The agency head or designated representative shall meet with the employee and the Union for review of the grievance and shall issue a determination to the employee and the Union by the end of the tenth work day following the day on which the appeal was filed. The agency head or designated representative shall have the power to impose the discipline, if any, decided upon, up to and including termination of the accused employee's employment. In the event of such termination or suspension without pay totaling more than thirty (30) days, the Union with the consent of the grievant may elect to skip **STEP C** of this Section and proceed directly to **STEP D**.

**STEP C** If the grievant is not satisfied with the determination of the agency head or designated representative the grievant or the Union may appeal to the Commissioner of Labor Relations in writing within ten (10) work days of the determination of the agency head or designated representative. The Commissioner of Labor Relations shall issue a written reply to the grievant and the Union within fifteen (15) work days.

**STEP D** - If the grievant is not satisfied with the determination of the Commissioner of Labor Relations, the Union with the consent of the grievant may proceed to arbitration pursuant to the procedures set forth in **STEP IV** of the Grievance Procedure set forth in this Agreement.

## Section 6.

In any case involving a grievance under Section 1g of this Article, the "Disciplinary Procedure for Provisional Employees", including side-letter, appended, shall govern.

**Section 7.**

A grievance concerning a large number of employees and which concerns a claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this Agreement may be filed directly at **STEP III** of the grievance procedure except that a grievance concerning employees of the Health and Hospitals Corporation may be filed directly at **STEP II** of the grievance procedure. Such "group" grievance must be filed no later than 120 days after the date on which the grievance arose, and all other procedural limits, including time limits, set forth in this Article shall apply. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance.

**Section 8.**

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

**Section 9.**

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

**Section 10.**

Grievances relating to a claimed wrongful disciplinary action taken against a non-competitive employee shall be subject to and governed by the following special procedure:

The provisions contained in this section shall not apply to any of the following categories of employees covered by this contract:

- a. Per diem employees
- b. Temporary employees
- c. Probationary employees
- d. Trainees and provisional employees
- e. Non-competitive employees with less than three (3) months of service in the title
- f. Competitive class employees
- g. Employees covered by Section 75(1) of the Civil Service Law or Section 7:5:1 of the Rules and Regulations of the Health and Hospitals Corporation

**Step I(n)** Following the service of written charges upon an employee, a conference shall be held with respect to such charges by a person who is designated by the agency head to review such charges. The employee may be represented at such conference by a representative of the Union. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a decision in writing by the end of the fifth day following the date of the conference.

**Step II(n)** If the employee is dissatisfied with the decision in **Step I** above, she/he may appeal such decision. The appeal must be within five (5) working days of the receipt of such decision. Such appeal shall be treated as a grievance appeal beginning with **Step II** of the Grievance Procedure set forth herein.

**Section 11.**

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 12.**

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 13.**

A non-Mayoral agency not covered by this Agreement but which employs employees in titles identical to those covered by this Agreement may elect to permit the Union to appeal an unsatisfactory determination received at the last step of its Grievance Procedure prior to arbitration on fiscal matters only to the Commissioner of Labor Relations. If such election is made, the Union shall present its appeal to the Commissioner of Labor Relations in writing within ten (10) work days of the receipt of the last step determination. The Union should submit copies of the grievance filings at the prior steps of its Grievance Procedure and any agency responses thereto. Copies of such appeals shall be sent to the agency head.

The Commissioner of Labor Relations, or the Commissioner's designee, shall review all such appeals and answer all such appeals within fifteen (15) work days. An appeal from a determination of the Commissioner of Labor Relations may be taken to arbitration under procedures, if any, applicable to the non-Mayoral agency involved.

**Section 14. Expedited Arbitration Procedure.**

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

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

c. The selection of those matters which will be submitted shall include, but not limited to, out-of-title cases concerning all titles, disciplinary cases wherein the proposed penalty is a monetary fine of one week or less or written reprimand, and other cases pursuant to mutual agreement by the parties. The following procedures shall apply:

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

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

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

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

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

**ii. CONDUCT OF HEARINGS:**

(1) The presentation of the case, to the extent possible, shall be made in the narrative form. To

the degree that witnesses are necessary, examination will be limited to questions of material fact and cross examination will be similarly limited.

Submission of relevant documents, etc., will not be unreasonably limited and maybe submitted as a "packet" exhibit.

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

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

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

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

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

### **Section 15.**

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

## **ARTICLE VII - SENIORITY AND TRANSFERS**

### **Section 1. Medical Record Librarians**

For employees in Salary Group A, seniority shall be defined as the length of continuous service in title in the hospital.

Voluntary transfers from one shift to another or from one hospital to another and allocation of vacation schedules shall be made on the basis of greatest seniority from among the qualified employees. Involuntary transfers shall be made on the basis of least seniority. However, if transfers are required out of seniority order, such transfers shall not be arbitrary and capricious.

All vacancies occurring in a position listed in Salary Group A shall be posted as soon as the vacancy is known on a bulletin board in the area of the personnel office of the hospital where the vacancy exists. Such posting shall continue for a period of five (5) work days before the position is filled.

### **Section 2. Nutritionists**

For employees in Salary Group B, involuntary transfers shall be made on the basis of least seniority in title. However, if transfers are required out of seniority, such transfers should not be arbitrary and capricious.

### **Section 3.**

The transfer policy negotiated for the period April 1, 2000 to June 30, 2002 between the City of New York and District Council 37, AFSCME for employees in the Social Services and Related Titles  
2008-2010 HEALTH SERVICES

Bargaining Unit, embodied in Article IX, Sections 1 and 2 of that Agreement, shall be applicable to employees in the Bargaining Unit covered by this Agreement who are employed in the Human Resources Administration.

#### **ARTICLE VIII - PHYSICAL FACILITIES - Psychologists**

Employees in Salary Group C, in all Mayoral agencies and the Health and Hospitals Corporation, shall be provided with:

- a. Adequate, clean, safe and sanitary working facilities in conformance with minimum standards of applicable law.
- b. Wherever feasible, a suitable office with telephone, adequately furnished.
- c. To the maximum extent possible, stenographic or dictaphone services for the preparation of reports.

#### **ARTICLE IX - VISITS TO FACILITIES - Psychologists**

For employees in Salary Group C, the parties agree that it is of mutual benefit for Psychologist personnel to become directly familiar with placement or treatment facilities to which they may be called upon to refer clients. Visits to such facilities are desirable to give staff a comprehensive understanding of their program and functions and in establishing useful working relationships between City Psychologist personnel and the personnel in such facilities. Therefore, the appropriate supervisors of mayoral agency and the Health and Hospitals Corporation employees covered by this agreement may authorize visits by such employees during working hours to such facilities consistent with the operation of the Psychologist services.

#### **ARTICLE X - STAFF MEETINGS - Psychologists**

For employees in Salary Group C, the parties agree that it is desirable to have periodic meetings between the director of psychology (or his/her counterpart) at each installation and the psychology staff to discuss professional matters including case loads and filling of vacancies.

#### **ARTICLE XI - EDUCATIONAL LEAVE - Junior Public Health Nurse**

The City and the Union agree that it is desirable for Junior Public Health Nurses to advance to the title of Public Health Nurse. It is therefore agreed that insofar as is consistent with its primary responsibility to provide health services the Department of Health and Mental Hygiene or the Health and Hospital Corporation shall not unreasonably deny an individual nurse's request to use annual leave for the purpose of taking educational courses which will permit a Junior Public Health Nurse to advance to the title of Public Health Nurse or Public Health Nurse (School Health), and the Public Health Nurse or Pediatric Nurse Associate to continue the employee's professional growth to the Master's degree level.

#### **ARTICLE XII - BULLETIN BOARDS: EMPLOYER FACILITIES**

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

#### **ARTICLE XIII - 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 XIV - CITYWIDE ISSUES**

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

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

#### **ARTICLE XV - UNION ACTIVITY**

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

#### **ARTICLE XVI - LABOR-MANAGEMENT COMMITTEE**

##### **Section 1.**

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

##### **Section 2.**

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

##### **Section 3.**

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

##### **Section 4.**

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

#### **ARTICLE XVII - 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 XVIII - 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 XIX - 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.

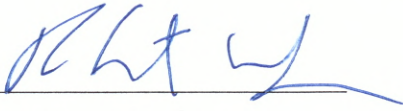
**ARTICLE XX - CONTRACTING-OUT CLAUSE**

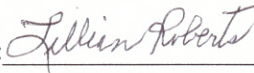
The problem of "Contracting Out" or "Farming Out" of work normally performed by personnel covered by this Agreement shall be referred to the Labor-Management Committee as provided for in Article XVI of this Agreement.

WHEREFORE, we have hereunto set our hands and seals this 12th day of December 2014

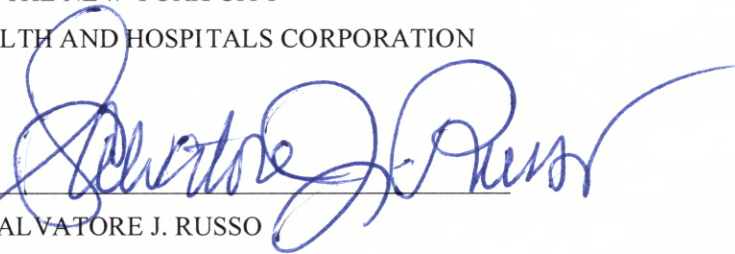
FOR THE CITY OF NEW YORK  
AND RELATED PUBLIC EMPLOYERS

FOR DISTRICT COUNCIL 37  
AFSCME, AFL-CIO

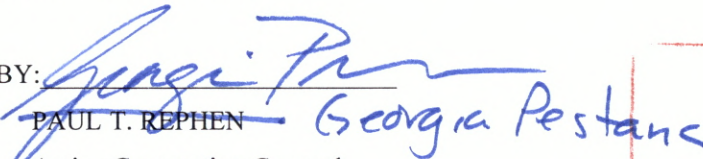
BY:   
ROBERT W. LINN  
Commissioner

BY:   
LILLIAN ROBERTS  
Executive Director

FOR THE NEW YORK CITY  
HEALTH AND HOSPITALS CORPORATION

BY:   
SALVATORE J. RUSSO  
Senior Vice President & General Counsel

APPROVED AS TO FORM:

BY:   
~~PAUL T. REPHEN~~ Georgia Pestano  
Acting Corporation Counsel

OFFICE OF LABOR RELATIONS  
REGISTRATION  
OFFICIAL CONTRACT  
NO: 15003  
DATE: 12/12/2014

CERTIFIED TO THE FINANCIAL CONTROL BOARD:

DATE: \_\_\_\_\_

UNIT: HEALTH SERVICES

TERM: March 3, 2008 through March 2, 2010

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## Appendix A

### Longevity Increment Eligibility Rules

The following rules shall govern the eligibility of Employees for the longevity increments provided for in Article III, Section 10 of the *2008-2010 Health Services Unit Agreement*:

1. Only service in pay status shall be used to calculate the 15 years of service, except that for other than full time per annum Employees only a continuous year of service in pay status shall be used to calculate the 15 years of service. A continuous year of service shall be a full year of service without a break of more than 31 days. Where the regular and customary work year for a title is less than a twelve month year, such as a school year, such regular and customary year shall be credited as a continuous year of service counting towards the 15 years of service. If the normal work year for an Employee is less than the regular and customary work year for the Employee's title, it shall be counted as a continuous year of service if the Employee has customarily worked that length work year and the applicable agency verifies that information.

2. Service in pay status prior to any breaks in service of more than one year shall not be used to calculate the 15 years of service. Where an Employee has less than seven years of continuous service in pay status, breaks in service of less than one year shall be aggregated. Where breaks in service aggregate to more than one year they shall be treated as a break in service of more than one year and the service prior to such breaks and the aggregated breaks shall not be used to calculate the 15 years of service. No break used to disqualify service shall be used more than once.

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

- a. Time on a leave approved by the proper authority which is consistent with the Rules and Regulations of the New York City 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 subsections a, b and c above shall not be used to calculate the 15 years of service.

4. Once an Employee has completed the 15 years of "City" service in pay status and is eligible to receive the \$800 longevity increment, the \$800 shall become part of the Employee's base rate for all purposes except as provided in paragraph 5 below.

5. The \$800 longevity increment shall not become pensionable until fifteen months after the Employee begins to receive such \$800 increment. Fifteen months after the Employee begins to receive the \$800 longevity increment, such \$800 longevity increment shall become pensionable and as part of the Employee's base rate, the \$800 longevity increment shall be subject to the general increases provided in Article III, Section 3(a) of this Agreement.

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**APPENDIX B**

	Hiring Rate	Incumbent rate hired after 6/30/86 w/ 1 year of service	Hired Between 7/1/85 – 6/30/86	Hired Between 7/1/84– 6/30/85	Hired Before 7/1/84
<b>Effective 3/2/08</b>					
Dental Assistant (Hourly)	\$13.44	\$15.46	\$15.47	\$15.49	\$15.59
Health Aide (Hourly)	\$12.41	\$14.27	\$14.30	\$14.37	\$14.55
Playground Assistant	\$11.15	\$12.82	\$13.05	\$13.15	\$13.31
<b>Effective 3/3/08</b>					
Dental Assistant (Hourly)	\$13.98	\$16.08	\$16.09	\$16.11	\$16.21
Health Aide (Hourly)	\$12.90	\$14.84	\$14.87	\$14.94	\$15.13
Playground Assistant	\$11.59	\$13.33	\$13.57	\$13.68	\$13.84
<b>Effective 3/3/09</b>					
Dental Assistant (Hourly)	\$14.54	\$16.72	\$16.73	\$16.75	\$16.86
Health Aide (Hourly)	\$13.42	\$15.43	\$15.46	\$15.54	\$15.74
Playground Assistant	\$12.05	\$13.86	\$14.11	\$14.23	\$14.39

**PROVISIONS APPLICABLE UNIQUELY TO PLAY GROUND ASSISTANT**

In the event that an employee dies because of an injury arising out of and in the course of the employee's employment through no fault of the employee and in the proper performance of the employee's duties, a payment of \$10,000 (\$25,000 if an employee works on a full-time basis without seasonal breaks in service) 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 employee's beneficiary or if no beneficiary is designated, then to the employee's estate.

## APPENDIX C

The following provisions shall govern the assignment of employees in the Public Health Advisor title series by the Department of Health and Mental Hygiene to inspect "sex clubs."

**I.** DOHMH employees in the Public Health Advisor title series may volunteer to perform these inspections, and DOHMH may accept or reject an employee who so volunteers. A person who has so volunteered may notify the Director of the Bureau of Sexually Transmitted Diseases that she/he no longer wishes to volunteer, and the person's name shall be removed from the list of volunteers.

**II.** Except in cases of emergency, employees will be notified at least 24 hours in advance of their assignment to make an inspection.

**III.** All inspections will be made by at least two (2) volunteers. Each team will inspect no more than one sex club per 24 hour period.

**IV.** Employees will be compensated at the rate stated in Article III, Section 11 A. (4) of the 2008-2010 Health Services separate unit agreement. This compensation is inclusive of base pay, overtime, night shift differential, and assignment differential. For the purposes of calculating overtime in any work week, all time spent on inspections shall be deemed to be ordered involuntary overtime subject to the recall provisions set forth in Article IV, Section 9 of the 1995-2001 Citywide Agreement. If an employee is assigned to work more than 40 hours in a work week (including time for inspections), payment for time over 40 hours shall be calculated based on the employee's regular base salary, except that should such overtime accrue during the course of an inspection those hours in excess of 40 hours shall be compensated at the rate of half-time (1/2 x) in addition to amount stated in Article III, Section 11 A (4).

**V.** Employees who are assigned City cars to be used for inspections shall accrue compensatory time from the time the employee clocks out at the end of the regular work day to the time the employee picks up the City car, and from the time the following work day that the employee returns the City car to its assigned location to the time the employee clocks in at his/her regular work location. DOHMH will, wherever possible, assign City cars that are located close to the employee's work location.

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## Appendix D

The following rules shall govern the eligibility of Employees for the Recurring Increment Payment ("RIP") provided for in Article III, Section 18 of the 2008-2010 Health Services Unit Agreement.

- I.** 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.
- II.** Part-time employees shall be ineligible to receive RIPs, but prior part-time service shall be credited to full-time employees on a pro rata basis, provided all other terms and conditions set forth herein are met.
  - A.** An employee must have regularly worked at least one half the regular hours of full time employees in the same title or if no full-time equivalent title exists then at least 17 ½ hours for white collar positions or 20 hours for blue collar positions.
  - B.** Such part time service shall be prorated by dividing the number of hours worked per week by a part-time employee by the number of hours worked per week by a full-time employee in the same title. If no full-time equivalent title exists then the divisor shall be 35 hours for white collar positions or 40 hours for blue collar positions.
- III.** 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.
- IV.** 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:
  - i.** 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,
  - ii.** Time prior to a reinstatement,
  - iii.** Time on a preferred or recall list, and
  - iv.** Time not in pay status of 31 days or less.
- V.** RIPs shall be considered a salary adjustment for the purposes of Article III, Section 1(d) of this Agreement and the maximum salary of an eligible title shall not constitute a bar to the payment thereof.
- VI.** 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, except as provided in paragraph 7 below. Any future negotiated general increases shall be applied to RIPs.
- VII.** A RIP shall not become pensionable until two years after the Employee begins to receive such RIP.

## APPENDIX E

### MEMORANDUM OF AGREEMENT

The City of New York and the Department of Health & Mental Hygiene ("the City") and District Council 37, AFSCME and its Local 436 ("the Union") agree to the following changes in the terms and conditions for nurses who work for the Bureau of School Health (BSH) in the titles Junior Public Health Nurse and Public Health Nurse.

1. All terms and conditions of employment shall continue except as modified herein.
2. Effective with the date of execution of this Memorandum of Agreement the Stipulation of Settlement dated August 14, 1997 by and between the New York City Board of Education, the Mayor's Office of Labor Relations, the United Federation of Teachers, Local 2, American Federation of Teachers, AFL-CIO, and District Council 37, AFSCME, is no longer in effect.
3. In consideration for the vacatur of the PERB stipulation above, the following will take effect upon commencement of the 2006-2007 school-year for the nurses:

A. Nurses whose standard school year work schedule is 30 or 35 hours per week will remain on payroll for 12 months, i.e. their salary for 10 months will be paid out over 12 months, so that they may receive the benefits described below throughout the year.

B. The year-round salary will continue to be based on the applicable hourly rate as listed in Article III, Section 2 (a), "Group F", plus the experience differential as listed in the salary schedule for the applicable title which is found in Article III, Section 2 (b) of the *2002-2005 Health Services Agreement* or its successors.

C. Nurses whose standard school year work schedule is 35 hours per week for the 10 month school year will be covered by the following:

a) all the salary related provisions of the *2002-2005 Health Services Agreement*, including but not limited to: Article III, Section 11 (G2) and (G4), Education Differential; Section 13, Tuition Reimbursement; Section 16, Uniform Allowance; Section 18, Recurring Increment Payment; Article IV, Welfare Fund- full-time contribution for active employees;

b.) Article I, Section V of the *1995-2001 Citywide Agreement*, or its successors, except that they will continue to accrue annual leave in accordance with Article V, Section 19, Hourly and Per Diem Annual Leave Accrual Rates.

D. Nurses whose standard school year work schedule is 30 hours per week will be covered by the following:

a.) *2002-2005 Health Services Agreement*: Article III, Section 11 (G2) and (G4) Education Differential; Section 13, Tuition Reimbursement; Section 16, Uniform Allowance benefits will be prorated in accordance with the Agreement.

b.) Article IV, Welfare Fund – full-time contribution for active employees.

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E. Nurses being paid over 12 months will receive year-round health insurance coverage.

F. Nurses being paid over 12 months will not be eligible for NYS Unemployment Insurance during the summer months.

G. All BSH nurses will be encouraged, but not required, to wear a uniform.

4. All BSH nurses will be provided with training to perform the tasks assigned.

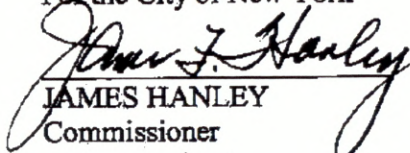
5. By entering into this agreement it is not the parties' intention to either advantage or disadvantage either the Department of Health and Mental Hygiene's or the Department of Education's nurses' union representation at the expense of the other. The Office of School Health will make best efforts to approximately maintain the existing ratio of budgeted D.C. 37 to UFT-represented positions in public elementary, intermediate, and high schools.

6. The Union withdraws with prejudice its grievance docketed as OCB Case No. A-10993-05 relating to cross-supervision and out-of-title work.

7. This agreement is supplemental to the *2002-2005 Health Services Agreement*, and the *1995-2001 Citywide Agreement*, and is subject to the terms of Article VI, Grievance Procedure of the *2002-2005 Health Services Agreement* and Article XV of the *1995-2001 Citywide Agreement*.

AGREED AND ACCEPTED:

For the City of New York

  
JAMES HANLEY  
Commissioner

Date 8/1/06

For District Council 37, AFSCME

  
LILLIAN ROBERTS  
Executive Director

Date 7/31/2006



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

**JAMES F. HANLEY**  
*Commissioner*  
**PAMELA S. SILVERBLATT**  
*First Deputy Commissioner*

Aug 1, 2006

Lillian Roberts, Executive Director  
 D.C. 37, AFSCME, AFL-CIO  
 125 Barclay Street  
 New York, NY 10007

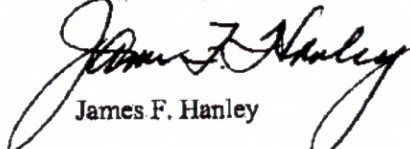
Dear Ms. Roberts:

The parties understand and agree that Junior Public Health Nurses and Public Health Nurses in the Bureau of School Health of the Department of Health and Mental Hygiene covered by the Memorandum of Agreement between the City and D. C. 37, dated \_\_\_\_\_ are required to actually work or use sufficient annual leave/compensatory time to cover the non-working months in order to achieve or maintain pay class W status.

The method for conversion of the ten month salary to year-round pay pursuant to Paragraph 3 of the Memorandum of Agreement shall be delineated in a separate letter.

The parties understand that there shall be no change in hours or number of positions or any other action in order to avoid coverage under this agreement.

Very truly yours,

  
 James F. Hanley

For D.C. 37, AFSCME, AFL-CIO

By Lillian Roberts  
 Lillian Roberts  
 Executive Director



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

**JAMES F. HANLEY**  
*Commissioner*  
**PAMELA S. SILVERBLATT**  
*First Deputy Commissioner*

December 29, 2003

Lillian Roberts, Executive Director  
D.C. 37, AFSCME, AFL-CIO  
125 Barclay Street  
New York, NY 10007

Dear Ms. Roberts:

In the interest of fostering sound labor relations, the parties have agreed that the Department of Health and Mental Hygiene and the Union, D.C. 37, through labor/management meetings with appropriate program and labor relations personnel, will resolve the issues set forth below. It is understood that this labor-management process is not intended to bypass the grievance procedure or alter the rights or obligations of either party under the contract.

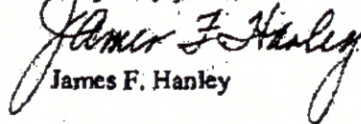
The issues are as follows:

- Providing Metrocards for field personnel rather than reimbursing travel expenses.
- Overnight and weekend storage of equipment used by field personnel.
- Providing luggage carts to transport equipment used by field personnel.
- The use of ergonomically designed equipment and tools for field personnel.

Each party will exercise its best efforts to resolve problems identified, in accordance with mutually agreeable priorities for the respective institution. Either party may request the presence of other individuals whose attendance may assist in the resolution of such problems.

The matters set forth herein shall take effect upon the date of execution of the 2000-2002 Health Services Agreement.

Very truly yours,

  
James F. Hanley

15003



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

**JAMES F. HANLEY**  
*Commissioner*

May 18, 2012

Evelyn Seinfeld  
Director, Research and Negotiations  
District Council 37  
125 Barclay Street  
New York, New York 10007

Dear Ms. Seinfeld:

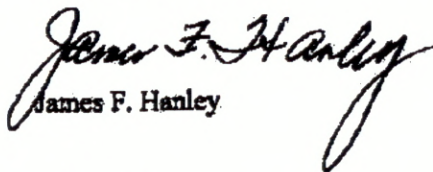
This letter serves to confirm that the "Disciplinary Procedure for Provisional Employees" and side letter agreement between the City and DC 37 is deemed appended to the following unit agreements:

Accounting and EDP  
Blue Collar  
Clerical  
Motor Vehicle Operators

As other applicable unit agreements are registered, provided such unit agreements previously extended such coverage to provisional employees, the "Disciplinary Procedure for Provisional Employees" and side letter agreement shall be appended.

The "Disciplinary Procedure for Provisional Employees" and side letter agreement specifically excludes the New York City Health and Hospitals Corporation.

Very truly yours,

  
James F. Hanley

cc: Mary O'Connell

15003

## **DISCIPLINARY PROCEDURE FOR PROVISIONAL EMPLOYEES**

### **1. Purpose**

New York State Civil Service Law, Article 4, Title B, §65 governs provisional appointments. The purpose of this agreement is to establish a disciplinary procedure for certain provisional employees in the context of the City of New York's five-year plan to reduce provisional appointments as approved, with certain modifications, by the New York State Civil Service Commission on September 22, 2008 and accepted by the Commissioner of Citywide Administrative Services on October 22, 2008.

### **2. Eligibility Criteria**

- a. The employee must have served for at least two (2) years in the same or similar title or related occupational group in the same agency without a break in service (see: below) of more than 31 days; and
- b. The employee must have been serving provisionally in such competitive class position on a full-time per annum or full-time per diem basis and assigned regularly to work the normal, full-time work week established for that title. (see: Attachment A for special provisions applicable to School Based Employees.)
- c. Prior provisional service followed by permanent service may not be aggregated with current provisional service (e.g. prior provisional service as a temporary or seasonal "step-up" followed by permanent service may not be counted towards meeting the service requirement in an employee's current provisional position.)

The following unpaid time in excess of 31 days will not be deemed a break in service or be counted as service:

- (i) for maternity/childcare leave;
- (ii) for military leave;
- (iii) jury duty;
- (iv) for union business pursuant to Executive Order 75;
- (v) while pending workers' compensation determination;
- (vi) while on workers' compensation option 2;
- (vii) due to illness or exhaustion of paid sick leave; and
- (viii) due to family illness.

### 3. Exceptions

- a. No provisional employee shall be deemed to be permanently appointed under any circumstances, nor shall this disciplinary procedure be deemed to preclude removal of any provisional employee as a result of the establishment of, or appointment from, an appropriate eligible list, or in accordance with any other provision of law.
- b. Notwithstanding the provisions in Section 2, Eligibility Criteria, above, this Disciplinary Procedure shall not be available to any employee appointed on a provisional basis to any position for which one or more appropriate eligible lists have been established including but not limited to any list established pursuant to a plan approved in accordance with NYS Civil Service Law Section 65(5)(b).

### 4. Procedure

When a claimed wrongful disciplinary action has been taken against an eligible provisional employee (see: Eligibility Criteria), the following procedure shall govern upon service of written charges of incompetence or misconduct:

- STEP A** Following the service of written charges, a conference with such employee shall be held with respect to such charges by the person designated by the agency head to review a grievance at STEP I of the Grievance Procedure set forth in Article XV of this Agreement.<sup>1</sup> The employee may be represented at such conference by a representative of the Union. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference.
- STEP B(i)** If the employee is not satisfied with the determination at STEP A above, then the employee may choose to proceed in accordance with the Grievance Procedure set forth in Article XV of this Agreement through STEP III. The Union, with the consent of the employee, shall have the right to proceed to binding arbitration pursuant to STEP IV of such Grievance Procedure. The period of an employee's suspension without pay pending hearing and determination of charges shall not exceed thirty (30) days.
- STEP B(ii)** An appeal from the determination of STEP A above shall be made to the agency head or designated representative. The appeal must be made in writing within five (5) work days of the receipt of the determination. The agency head or designated representative shall meet with the employee

<sup>1</sup> Reference is to 1995-2001 Citywide Agreement.

and the Union for review of the grievance and shall issue a determination to the employee and the Union by the end of the tenth work day following the day on which the appeal was filed. The agency head or designated representative shall have the power to impose the discipline, if any, decided upon, up to and including termination of the accused employee's employment. In the event of such termination or suspension without pay totaling more than thirty (30) days, the Union with the consent of the grievant may elect to skip STEP C of this Section and proceed directly to STEP D.

**STEP C** If the grievant is not satisfied with the determination of the agency head or designated representative the grievant or the Union may appeal to the Commissioner of Labor Relations in writing within ten (10) days of the determination of the agency head or designated representative. The Commissioner of Labor Relations shall issue a written reply to the grievant and the Union within fifteen (15) work days.

**STEP D** If the grievant is not satisfied with the determination of the Commissioner of Labor Relations, the Union with the consent of the grievant may proceed to arbitration pursuant to the procedures set forth in STEP IV of the Grievance Procedure set forth in Article XV of this Agreement.

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

##### **5. Limitations on Arbitrator's Award**

Notwithstanding any inconsistent provision of this Procedure, when an eligible list exists for the title that the employee held provisionally, an Arbitrator shall not be empowered to order reinstatement of an employee.

This limitation shall not preclude a monetary remedy for any portion of the period covered from the implementation of the disciplinary penalty at issue in the grievance to the date of the establishment of an eligible list.

6. Expiration Date

This Disciplinary Procedure shall expire on the earlier of either of the following:

- a. the expiration or termination of a plan approved pursuant to subdivision 5 of section 65 of the Civil Service Law; or
- b. December 31, 2014.

FOR THE CITY OF NEW YORK

FOR DISTRICT COUNCIL 37,  
AFSCME, AFL-CIO

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

BY: *Lillian Roberts*  
LILLIAN ROBERTS  
Executive Director

APPROVED AS TO FORM: 8/30/11

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



Attachment A  
School Based Employees

An employee of the Department of Health who is regularly and exclusively assigned to work at a Board of Education facility (hereinafter, "School Based Employee" or "SBE") shall be covered by the provisional disciplinary provisions set forth herein, provided that the following criteria are met:

- a. Such SBE must regularly work the listed full-time work week established for a per annum title set forth in Appendix A of the 1995-2001 Citywide Agreement during the customary school year without a break in service of more than 31 days.
- b. If such SBE is placed in unpaid status at the end of the customary school year, such period in unpaid status during the customary break between school years shall be deemed an authorized leave without pay and not considered a break in service. However, such authorized leave without pay during the break between customary school years shall not be creditable towards meeting the required two years of service required for provisional disciplinary rights.
- c. Such SBE, upon return to paid status from the break between customary school years, must continue to be assigned to regularly work on a full-time basis without a break in service of more than 31 days.
- d. If such SBE is assigned to work during all or part of the break between customary school years, such time in paid status shall count towards meeting the two year service requirement for provisional disciplinary rights provided such service is on a full-time basis. However, no part-time service rendered during such break between customary school years shall be creditable towards meeting the required two years of service required for provisional disciplinary rights.
- e. SBEs meeting the above criteria shall become eligible for the provisional disciplinary rights set forth herein when their aggregated full-time service during consecutive customary school years (inclusive of any *full-time* service rendered during the breaks between such consecutive customary school years) totals the required two years. Under typical circumstances, this would be expected to occur sometime during their third school year of employment.

August 10, 2011

Evelyn Seinfeld  
Director of Research and Negotiations  
District Council 37  
125 Barclay Street  
New York, New York 10007

Re: Pending Provisional Employee Disciplinary Cases

Dear Ms. Seinfeld:

This letter confirms our mutual understanding and agreement concerning certain provisional employees on whose behalf grievances alleging claimed wrongful disciplinary actions by the agency were filed prior to and/or subsequent to the Court of Appeals' decision in *CSEA v. Long Beach* but which cases have been held in abeyance and have not progressed to arbitration.

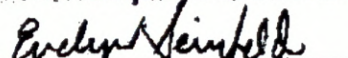
In addition to the limitation set forth in Section 5. of the "Disciplinary Process for Provisional Employees". In determining a "back pay" award, if any, the arbitrator shall exclude the period of time from the date of the Long Beach decision through January 28, 2008. An arbitrator may award "back pay" for the period subsequent to the affected employee's discipline/termination but prior to the Court of Appeals' decision in *CSEA v. Long Beach* (that is, May 1, 2007.) However, in no case may "back pay" be awarded for any period during which a provisional employee was serving while an eligible list existed for the title the employee held provisionally. Moreover, in awarding backpay, the Arbitrator must consider the efforts of the employee in mitigating his or her damages and must also offset any backpay award by any and all interim earnings, including unemployment compensation. In no event may an employee be awarded backpay in excess of one year's base salary for the position s/he held provisionally.

If you concur with the contents set forth herein, please execute the signature line provided below.

Very truly yours,

  
James F. Hanley

Agreed and Accepted on Behalf of District Council 37

BY:   
Evelyn Seinfeld

15003