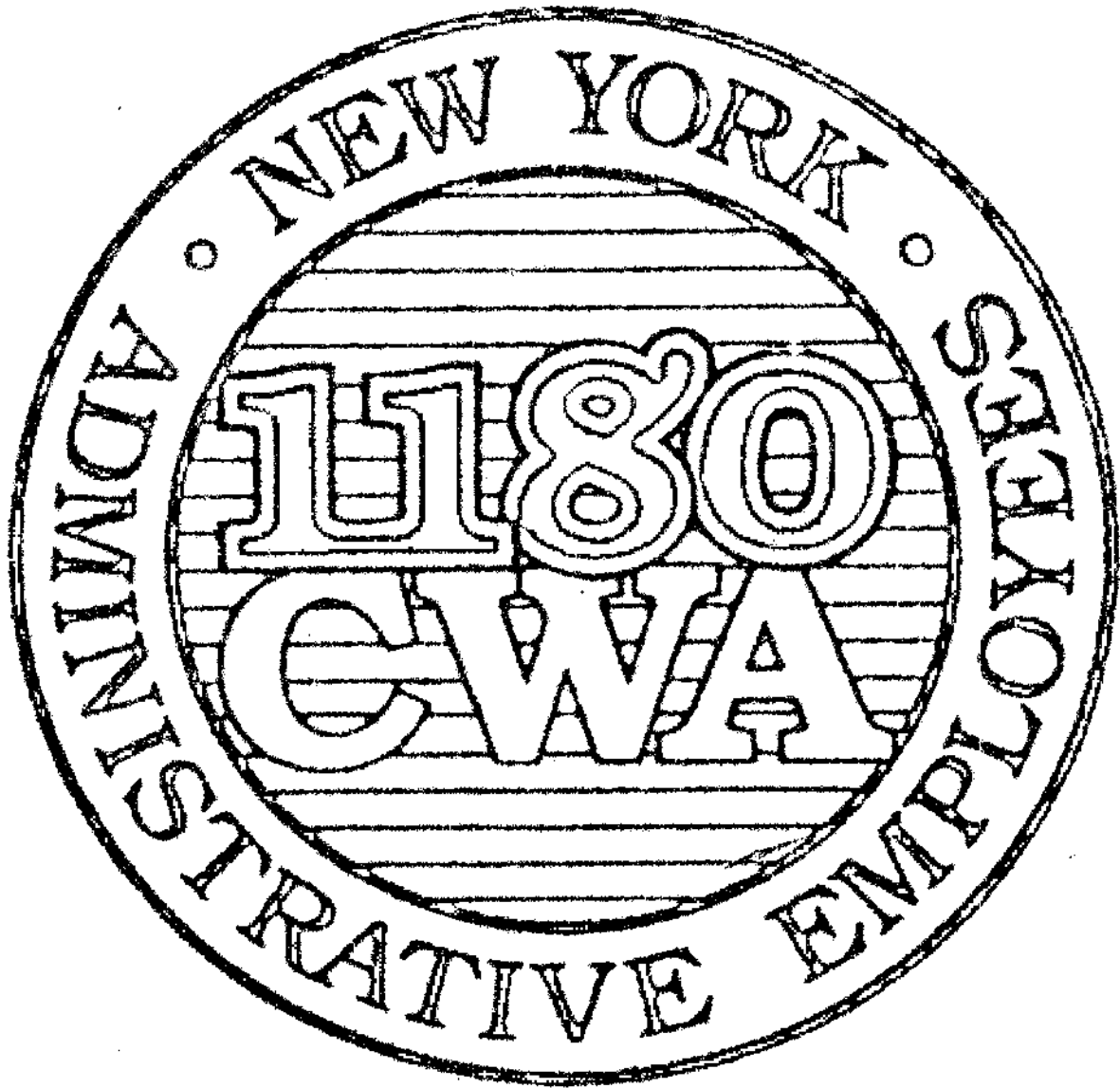


LOCAL 1180 CONTRACT



COMMUNICATIONS WORKERS OF AMERICA
LOCAL 1180

7/1/2005 ————— 9/5/2006

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Principal Administrative Associates, et al.
July 1, 2005 to September 5, 2006

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AGREEMENT entered into this day of , 2006, 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 the **Communications Workers of America** on behalf of itself and its Local 1180 (hereinafter referred to as "the Union"), for the fourteen month and five day period from July 1, 2005 to September 5, 2006 .

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 titles:

10122*, 10125*	Administrative Assistant (including all approved specialties)
11023*	Administrative Assistant (EDP)
10142*	Administrative Assistant (Income Support)
10130*, 08970*	Administrative Associate
22112	Assistant Planning and Operations Officer (Civil Defense)
10236, 003820	Assistant Coordinating Manager
10271	Associate Call Center Representative * (Decision # 3-2004, 4/29/04)
71477	Chief of Resources Management (Civil Defense)
13611, 961210	Computer Associate (Technical Support)
961220, 961230	
40563	Contract Reviewer (OLS)
000310, 83051	Health Care Program Planner Analyst
10171*	Hearing Administrative Services Coordinator (Parking Violations Bureau)
03903	Hospital Payroll Accounts Manager

09539, 30081	Legal Coordinator
1022A,B,C	Legal Secretarial Assistant (Levels II,III,IV)
11703, 960400	Office Machine Associate
71488*	Operations Assistant (Civil Defense)
22113*	Planning and Operations Officer (Civil Defense)
10124, 96021	Principal Administrative Associate
96022, 96023	
71014	Principal Police Communications Technician
10420*	Principal Shorthand Reporter
10825*	Principal Telephone Operator
71415	Security Officer (Civil Defense)
10217, 960710	Stenographic Specialist
960720, 960730	
11704	Supervisor of Office Machine Operations (Level I and II)
71496	Training Coordinator (Civil Defense)

*for present incumbents only

Section 2.

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

ARTICLE II - DUES CHECKOFF

Section 1.

- a. The Union shall have the exclusive right to the checkoff and transmittal of dues on behalf of each employee in accordance with the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "Regulations Relating to the Checkoff of Union Dues" and in accordance with 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, and any other salary adjustments, are based upon a normal work week of 35 hours. In accordance with Article IX, Section 24 of the 1995–2001 Citywide Agreement, an Employee who works on a full-time, per-diem basis shall receive their base salary (including salary increment schedules) and/or additions-to-gross payment in the same manner as a full-time, per-annum employee. An Employee who works on a part-time per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such Employee and the number of hours in the said normal work week, unless otherwise specified.
- c. Employees who work on a 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 annual salary.
- d. The maximum salary for a title shall not constitute a bar to the payment of any salary adjustment or pay differentials provided for in this Agreement but the said increase above the maximum shall not be deemed a promotion.

Section 2.

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

a. Effective July 1, 2005

<u>TITLE</u>	<u>i. Minimum</u>		<u>ii. Maximum</u>
	<u>(1) Hiring</u> <u>Rate ***</u>	<u>(2) Incumbent</u> <u>Rate</u>	
Administrative Assistant (Incl. spec.) *	\$34,351	\$39,504	\$50,320
Administrative Associate *	\$38,435	\$44,200	\$55,870
Assistant Coordinating Manager	\$34,351	\$39,504	\$57,337
Assistant Planning & Operations Officer (Civil Defense)	\$38,435	\$44,200	\$55,870
Associate Call Center Representative			
Level I	\$35,424	\$40,738	\$56,769
Level II	\$46,058	\$52,967	\$76,042
Chief of Resources Management (Civil Defense)	\$42,518	\$48,896	\$64,979
Computer Associate (Tech. Support)			
Level I	\$37,196	\$42,775	\$54,161
Level II	\$44,621	\$51,314	\$65,551
Level III	\$53,250	\$61,237	\$81,785
Contract Reviewer (OLS)			
Level I	\$36,434	\$41,899	\$56,262
Level II	\$42,887	\$49,320	\$64,627
Health Care Prog. Planner Analyst ##	see footnote	\$33,036	\$61,706
Hearing Admn. Serv Crdntr (PVB)	\$34,351	\$39,504	\$50,320
Hospital Payroll Accounts Manager	\$37,043	\$42,599	\$59,170
Legal Coordinator	\$34,351	\$39,504	\$50,320
Legal Secretarial Assistant			
Level II	\$30,255	\$34,793	\$37,443
Level III	\$33,711	\$38,768	\$42,734
Level IV	\$37,758	\$43,422	\$64,979
Office Machine Associate	\$26,547	\$30,529	\$40,073
Operations Assistant (Civil Defense)	\$27,677	\$31,829	\$42,418
Planning & Operations Officer (Civil Defense)	\$42,518	\$48,896	\$64,979
Principal Administrative Associate			
Level I	\$34,351	\$39,504	\$50,320
Level II	\$38,435	\$44,200	\$55,870
Level III	\$42,518	\$48,896	\$64,979
Principal Police Communications Technician			
Level I	\$44,621	\$51,314	\$61,567
Level II	\$47,054	\$54,112	\$65,763
Level III	\$52,781	\$60,698	\$69,963
Principal Shorthand Reporter *	\$36,203	\$41,634	\$53,310
Principal Telephone Operator *	\$29,355	\$33,758	\$45,341
Security Officer (Civil Defense)	\$34,351	\$39,504	\$50,320
Stenographic Specialist			
Level I	\$27,210	\$31,292	\$36,511
Level II	\$28,515	\$32,792	\$41,208
Level III	\$30,670	\$35,270	\$48,609
Level IV **	\$37,891	\$43,575	\$51,784
Supervisor of Office Machine Operations			
Level I	\$26,547	\$30,529	\$40,073
Level II	\$29,192	\$33,571	\$45,826
Training Coordinator (Civil Defense)	\$38,435	\$44,200	\$55,870

Note:

- * For Present Incumbents Only
- ** For OATH only
- *** See Article III, Section 4, "New Hires"
- ## Each appointment to this position at HHC above the 7/1/05 hiring rate will be handled on a case by case basis.

Section 3. Wage Increase

- a. The general increase, effective as indicated, shall be:
 - i. Effective July 1, 2005, Employees shall receive a general increase of 3.4 percent.
 - ii. Part-time per annum, part-time per diem (including seasonal appointees), per session, and hourly paid Employees whose normal work year is less than a full calendar year shall receive the increases provided in Sections 3 (a)(i) on the basis of computations heretofore utilized by the parties for all such Employees.
- b. The increase provided for in Section 3 a. above shall be calculated as follows:
 - i. The general increase in Section 3 (a)(i) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on June 30, 2005.
- c.
 - i. The general increase provided for in this Section 3 shall be applied to the base rates, incremental salary levels and the minimum "hiring rates", minimum "incumbent rates" and maximum rates (including levels) if any, fixed for the applicable titles.
 - ii. The general increase provided for in this Section 3 (a) (i) shall not be applied to the following "additions to gross:" assignment differentials, service increments, advancement increases and assignment (level) increases.

Section 4. New Hires

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

shall not be treated as "newly hired" employees and shall be entitled to receive the indicated minimum "incumbent rate" set forth in subsections 2(a)(i)(2), 2(b)(i)(2) and 2(c)(i)(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.
- c. i. For a title subject to an incremental pay plan, the employee shall be paid the appropriate increment based upon the employee's length of service. Section 2 of this Article III reflects the correct amounts and has been adjusted in accordance with the provisions of Section 3 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.
- h. 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 (c) and 4 (e).

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 adjustments specified in Article III.

Section 7. Advancement Increases

- A. A person permanently employed by the Employer who is appointed or promoted on a permanent, provisional, or temporary basis in accordance with Title 59, Appendix A of the Rules of the City of New York (City Personnel Director Rules) or, where the City Personnel Director Rules 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>7/1/05</u>
Assistant Planning and Operations Officer (CD)	\$1,230
Associate Call Center Representative Level I	\$1,051
Chief of Resources Management (Civil Defense)	\$1,416
Computer Associate (Technical Support)	
Level I	\$1,041
Office Machine Associate	\$947
Planning & Operations Officer (Civil Defense)	\$1,416
Principal Administrative Associate	
Level I	\$1,041
Security Officer (Civil Defense)	\$1,041
Supervisor of Office Machine Operations Level I	\$947
Training Coordinator (Civil Defense)	\$1,230

- B. For the Department of Social Services only, notwithstanding the provisions of Section V, paragraph 2, of Personnel Order No. 21/67 (March 15, 1967) as amended on June 27, 1968, employees shall be eligible to receive more than one promotional or advancement increase during any twelve (12) month period, provided the affected employee actually changes the

employee's position and assumes new duties and greater responsibilities upon promotion or advancement.

Section 8. Assignment Level Increases

An Employee assigned to a higher assignment level shall receive as of the effective date of such assignment either the appointment rate for the assigned level or the rate received in the former level plus the amount stated below, whichever is greater:

A.

<u>TITLE</u>	<u>7/1/05</u>
Associate Call Center Representative Level II	\$1,314
Computer Associate (Technical Support) Level II	\$1,276
Level III	\$1,468
Legal Secretarial Assistant Level II	\$1,085
Level III	\$1,180
Principal Administrative Associate Level II	\$1,230
Level III	\$1,416
Stenographic Specialist Level II	\$947
Level III	\$1,085

NOTE

- Level Increase - Denotes payment made due to assignment to a higher level within a title.

B.

In the event that an Employee serving in the title of Principal Police Communications Technician, Level I, is assigned to Level II, and the Employee has five years or more of service in Principal PCT Level I, said Employee shall receive, as of the effective date of such assignment, the following salary as stated below:

Effective July 1, 2005

\$52,506.00

Section 9. Longevity Increment

- Employees with 15 years or more of "City" service in pay status shall receive a longevity increment of \$925 per annum unless otherwise provided.
- Effective March 1, 2000, the longevity increment of \$925 shall be established for eligible

Employees in the title of Health Care Program Planner Analyst.

- c. Effective April 29, 2004, the longevity increment of \$925 shall be established for eligible Employees in the title of Associate Call Center Representative, pursuant to BCB Decision # 3-2004.
- d. The rules for eligibility for and applicability of the longevity increment described in subsections a. and b. above shall be set forth in Appendix A to this Agreement and are incorporated by reference herein.
- e. The provisions of Section 3(c)(ii) of this Agreement shall not apply to the longevity differential set forth in this Section 9.

Section 10. Differentials

1) Experience Differential

For Employees with permanent competitive civil service status (either in their current title or as a "step-up" from a lower permanent civil service title) who have served five (5) years at an assignment level or in the appropriate predecessor title listed below and who have not been promoted or assigned to a higher level within the title shall receive a one-time adjustment in the amount stated below in the employee's salary rate, provided, however, that Employees assigned to Principal Administrative Associate, Level III, who are employed by the Health and Hospitals Corporation shall not be entitled to receive a payment under this Section 10.1):

<u>TITLE</u>	<u>7/1/05</u>
ADMINISTRATIVE ASSISTANT (INCL. SPEC.) *	\$1,830
ADMINISTRATIVE ASSOCIATE *	\$1,830
ASSISTANT COORDINATING MANAGER #	\$1,830
ASSOCIATE CALL CENTER REPRESENTATIVE	\$1,830
COMPUTER ASSOCIATE (TECHNICAL SUPPORT) LEVEL I, II, III	\$1,830
CONTRACT REVIEWER (OLS) LEVEL I, II	\$1,830
HEARING ADMINISTRATIVE SERVICES COORDINATOR (PVB)	\$1,830
HEALTH CARE PROGRAM PLANNER ANALYST #	\$1,830
HOSPITAL PAYROLL ACCOUNTS MANAGER	\$1,830
LEGAL COORDINATOR	\$1,830
LEGAL SECRETARIAL ASSISTANT LEVELS II, III, IV	\$1,830
OFFICE MACHINE ASSOCIATE *	\$1,830
PRINCIPAL ADMINISTRATIVE ASSOCIATE LEVELS I, II, III	\$1,830
PRINCIPAL POLICE COMMUNICATIONS TECHNICIAN LEVELS I, II, III	\$1,830
PRINCIPAL TELEPHONE OPERATOR	\$1,830
STENOGRAPHIC SPECIALIST LEVELS I, II, III	\$1,830
SUPERVISOR OF OFFICE MACHINE OPERATIONS LEVELS I, II	\$1,830
PRINCIPAL TELEPHONE OPERATOR	\$1,830
STENOGRAPHIC SPECIALIST LEVELS I, II, III	\$1,830
SUPERVISOR OF OFFICE MACHINE OPERATIONS LEVELS I, II	\$1,830

NOTE:

* For present incumbents only.

HHC titles are Non-Competitive; however, after one year of service, the Employee is considered permanent for purposes of this Experience Differential.

This provision shall apply to all covered Employees with any permanent status, whether permanent in their current title or as a "step-up" and shall be paid in the same manner as an assignment differential.

2) HHC Service Differential

Senior Administrative Assistants or Principal Administrative Associates, Level III, who are employed by the Health and Hospitals Corporation, and have served at least seven (7) years in that title or equated broadbanded level and are earning less than the maximum salary of the title or equated broadbanded level, shall receive on their seventh anniversary date the maximum salary of said title or equated broadbanded level. Those Employees eligible to receive payment under this Section 10.2) shall not be entitled to receive the payment provided in Section 10.1) above.

3) Assignment Differentials

A) Payroll Differential

- a. An assignment differential in the pro-rated annual amount as stated below shall continue to be provided for persons employed in a class of positions of Administrative Assistant or Principal Administrative Associate, Level I, who are assigned regularly to supervise Employees in clerical administrative titles, provided such clerical administrative Employees are receiving an assignment differential for the preparation, reconciliation, certification and/or auditing of payroll of City personnel in the office titles of Payroll Clerk or Payroll Examiner, as determined by the Agency Head:

<u>Effective</u>	<u>Amount</u>
7/1/05	\$791

- b. A payroll differential in the pro-rated annual amount as stated below shall be provided for persons employed in a class of positions of Principal Administrative Associate, Level I, who perform payroll functions.

<u>Effective</u>	<u>Amount</u>
7/1/05	\$791

B) Human Resources Administration

- a) Employees in the titles Principal Administrative Associate, Level I, or Administrative Assistant who are assigned to applications assessment, case management, and/or D and C/Reception units and conduct interviews with clients at an Income Support Center under the "caseload system" shall receive a differential in the pro-rated annual amount as specified below:

<u>Effective</u>	<u>Amount</u>
7/1/05	\$1,382

- b) Effective on the date stated below, any Employee in the Civil Service title of Clerk Grade 5, Administrative Associate or Principal Administrative Associate, Level II, who is assigned as an Assistant Office Manager in an Income Support Center shall continue to receive a salary rate of pay no less than the per annum amount specified herein above that title's minimum salary rate during the period of such assignment:

<u>Effective</u>	<u>Amount</u>
7/1/05	\$296

Any such Employee who reverts to a lower title or assignment level or who receives an assignment other than that of an Assistant Office Manager or "Senior Assistant Office Manager" shall no longer be covered by this provision.

- c) Effective on the date stated below, any Employee in the Civil Service title of Senior Administrative Assistant or Principal Administrative Associate, Level III, who is assigned as a "Senior Assistant Office Manager" in an Income Support Center shall continue to receive a salary rate of pay not less than the per annum amount specified herein above that title's minimum salary rate during the period of such assignment:

<u>Effective</u>	<u>Amount</u>
7/1/05	\$791

Any such Employee who reverts to a lower title or assignment level or who receives an assignment other than that of "Senior Assistant Office Manager" shall no longer be covered by this provision.

- d) Employees in the titles Principal Administrative Associate, Level I, Principal Administrative Associate, Level II, or Principal Administrative Associate, Level III who are assigned as Control Supervisors in an Income Support Center shall receive a differential in the pro-rated annual amount as specified below:

<u>Effective</u>	<u>Amount</u>
7/1/05	\$1,170

Any such Employee who reverts to a lower title or who receives an assignment other than that of a Control Supervisor shall no longer be covered by this provision.

C) Law Department - Steno Differential

Employees in the title Legal Secretarial Assistant, Levels II, III and IV, shall receive a differential in the pro-rated annual amount as specified below if the Employee is required as a regular part of the Employee's duties to use stenographic skills:

<u>Effective</u> 7/1/05	<u>Amount</u> \$1,285
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D) Service Increment

- a. Employees in the title of Office Machine Associate and Supervisor of Office Machine Operations Level I and II shall receive the following service increment payment:

<u>Effective</u> 7/1/05	<u>Years of Service</u> 5 years of service	<u>Annual Amount</u> \$1,170
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The service increment becomes part of each eligible Employee's basic salary rate. Service eligibility is related to length of service in title. Eligibility shall be effective on the January 1, April 1, July 1, or October 1 subsequent to the Employee's anniversary date. The service increment shall not be pensionable until the Employee has received it for two years. Employees in the above-listed title shall also be entitled to the 15 year longevity increment described in Section 9.

- b. Employees in the title of Principal Police Communications Technician shall receive the following service increment payments:

Principal Police Communications Technician	<u>Effective</u> <u>7/1/05</u>
 <u>Level I</u>	
After one year of service at Level I	\$538
After two years of service at Level I	an addit. \$537 (for a total of \$1,075)
 <u>Level II</u>	
After one year of service at Level II	\$538
After two years of service at Level II	an addit. \$537 (for a total of \$1,075)
After three years of service at Level II	an addit. \$597 (for a total of \$1,672)

Section 11. Merit Increases

- a. The Employer agrees to notify the Union of its intention to grant merit increases.
- b. In circumstances where an agency chooses to grant non-managerial merit increases it shall follow with respect to unit Employees the criteria set forth in Appendix B to this Agreement. However the decision of whether or not an agency will grant merit increases to non-managerial Employees in an agency is solely a managerial prerogative.
- c. Where problems related to the mechanics of this Section 11 are perceived to exist, such problems shall be brought to a labor management committee composed of representatives of the affected agency, the Union and the Office of Labor Relations.

Section 12. Training Fund

A training fund contribution at the rate of \$25 per annum shall be made to the Communications Workers of America, Local 1180 Education Trust Fund on behalf of each full-time per annum employee provided, however, that no contribution shall be made to such Fund during any period in which the separate agreement between the City and Communications Workers of America, Local 1180 relating to the operation of such Fund is of no force and effect. This section shall be subject to the waiver in Article IV, Section 1.b.

Employees of non-Mayoral agencies shall be covered by such contribution provided the affected agency elects to have its employees so covered.

Section 13. Annuity Fund

- a. The Employer shall contribute to an existing annuity fund on behalf of covered full-time per annum and full-time per diem Employees, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each paid working day which amount shall not exceed \$522 for each Employee in full pay status in the prescribed twelve (12) month period, subject to the terms of a signed supplemental agreement approved by the Corporation Counsel. For covered Employees who work less than the number of hours for their full-time equivalent title, the employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution calculated against the number of hours associated with their full time equivalent title, which amount shall not exceed \$522 per annum for each

Employee in full pay status in the prescribed twelve (12) month period.

- b. For Employees who work a compressed work week, the Employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each set of paid working hours which equate to the daily number of hours that title is regularly scheduled

to work, which amount shall not exceed \$522 per annum for each Employee in full-pay status in the prescribed twelve (12) month period.

- c.
 - i. For the purpose of Section 13 (a), excluded from paid working days are all scheduled days off, all days in non-pay status, and all paid overtime.
 - ii. "All days in non-pay status" as used in this Section 13 (c)(ii) shall be defined as including, but not limited to, the following:
 - (a) time on preferred or recall lists;
 - (b) time on the following approved unpaid leaves:
 - (i) maternity/child care leave;
 - (ii) military leave;
 - (iii) unpaid time while on jury duty;
 - (iv) unpaid leave for union business pursuant to Executive Order 75;
 - (v) unpaid leave pending workers' compensation determination;
 - (vi) unpaid leave while on workers' compensation option 2;
 - (vii) approved unpaid time off due to illness or exhaustion of paid sick leave;
 - (viii) approved unpaid time off due to family illness; and
 - (ix) other pre-approved leaves without pay;
 - (c) time while on absence without leave;
 - (d) time while on unapproved leave without pay; or
 - (e) time while on unpaid suspensions.

d. DEFINITIONS:

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

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 District Council 37, AFSCME, AFL-CIO, or any successor(s) thereto, the provisions of Article XIII, Section 1 (b), of the 1995-2001 Citywide Agreement, as amended or any successor(s) 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(s) 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, 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 competitive 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. A claimed wrongful disciplinary action taken against a full time non-competitive Employee with one (1) year's service in title, except for Employees during the period of a mutually agreed upon extension of probation.
- g. A claimed wrongful disciplinary action taken against a provisional Employee who has served for two years in the same or similar title or related occupational group in the same agency.

Section 2.

The Grievance Procedure, except for grievances as defined in Section 1(d), (e), (f), and (g) 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 1C, 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: In the case of grievances in the Health and Hospitals Corporation arising under paragraphs a. through c. of Section 1 of this Article, the following Step I(a) shall apply 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) working days of the receipt of the **Step I** determination. A copy of the grievance appeal shall be sent to the person who initially passed upon the grievance. The person designated to receive the appeal at this Step shall 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) working 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) working 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 should 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) working 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) working 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 therefore 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 the Employee(s) 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. Disciplinary Procedure for Permanent Competitive Employees

In any case involving a grievance under Section 1 (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 Section 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 Section 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) 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. Disciplinary Procedure for Non-Competitive Employees

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

Step I 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 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 decision in writing by the end of the fifth day following the date of the conference.

Step II If the Employee is dissatisfied with the decision in **Step I**, above, the Employee 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 7. Disciplinary Procedure for Provisional Employees

In any case involving a grievance under Section 1(g) 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.

Step B (i) If the Employee is not satisfied with the determination at **Step A**, above, then the Employee may choose to proceed in accordance with the Grievance Procedure set forth in this Agreement through **Step III**. The Union, with the consent of the employee, shall have the right to proceed to binding arbitration pursuant to **Step IV** of such Grievance Procedure. The period of an Employee's suspension without pay pending hearing and determination of charges shall not exceed thirty (30) days.

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

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

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

Section 8.

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. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance. 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.

Section 9.

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 10.

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 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 shall 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) working 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.

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

Section 15. 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 be 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 may be submitted as a "packet" exhibit.
- (2) In the event either party is unable to proceed with hearing a particular case, the case shall be rescheduled. However, only one adjournment shall be permitted. In the event that either party is unable to proceed on a second occasion, a default judgment may be entered against the adjourning party at

the Arbitrator's discretion absent good cause shown.

- (3) The Arbitrator shall not be precluded from attempting to assist the parties in settling a particular case.
- (4) A decision will be issued by the Arbitrator within two weeks. It will not be necessary in the Award to recount any of the facts presented. However, a brief explanation of the Arbitrator's rationale may be included. Bench decisions may also be issued by the Arbitrator.
- (5) Decisions in this expedited procedure shall not be considered as precedent for any other case nor entered into evidence in any other forum or dispute except to enforce the Arbitrator's award.
- (6) The parties shall, whenever possible, exchange any documents intended to be offered in evidence at least one week in advance of the first hearing date and shall endeavor to stipulate to the issue in advance of the hearing date.

ARTICLE VII - NEW EQUIPMENT

During the term of this Agreement, where new equipment which must be operated by Employees in the bargaining unit as a significant part of regularly assigned duties is installed in agencies covered by this Agreement, the Employer agrees to reopen this Agreement for the sole purpose of negotiating with the Union on the practical impact on the terms and conditions of employment, if any, such equipment has on the affected Employees. Such negotiation shall not delay or prevent the installation and continued operation of the equipment.

ARTICLE VIII - CAREER DEVELOPMENT

A joint Career Development Committee composed of representatives of the Office of Management and Budget, the Office of Labor Relations, the Department of Personnel, the Health and Hospitals Corporation and the Union shall be established. Said committee shall meet to study problems related to career development and training, the issue of posting procedures for assignment level vacancies, and discussion of notification to Employees of assignment to a higher level position. These issues can be discussed in the Labor Management Committee provided in Article XIV.

Where deemed necessary, said committees may make recommendations to the appropriate City officials.

ARTICLE IX - 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 X - TRANSFERS

Section 1.

- a. When vacancies in the class of positions of Principal Administrative Associate, Computer Associate (Technical Support), Legal Secretarial Assistant, and Stenographic Specialist titles, or any title represented by Local 1180 which has assignment levels, are authorized to be filled by the appropriate body and a Mayoral agency decides to fill them, a notice of such vacancies shall be posted in all relevant areas of the agency facility which has such vacancies, for at least five (5) working days prior to filling such vacancies, except when the vacancies must be filled on an emergency basis.
- b. In a Health and Hospitals Corporation ("HHC") facility, when vacancies in the class of positions of Principal Administrative Associate, Computer Associate (Technical Support), Legal Secretarial Assistant, and Stenographic Specialist titles, or any title represented by Local 1180 which has assignment levels, are authorized to be filled by the appropriate body and HHC decides to fill them, a notice of such vacancies shall be posted in all relevant areas of the HHC facility which has such vacancies, for at least five (5) working days prior to filling such vacancies, except when the vacancies must be filled on an emergency basis.
- c. The reporting date of an Employee selected for voluntary transfer shall not be unreasonably delayed.

Section 2. Transfer and Reassignment Request File

- a.
 - i. Mayoral Agencies shall continue to maintain a Transfer and Reassignment Request File. Qualified Employees wishing to transfer within an agency shall submit a written request identifying the position to which they seek to transfer. Employees shall receive receipts for voluntary transfer requests on a form prepared by the union and approved by the City.
 - ii. Prior to filling through promotion, appointment or reassignment, vacant positions in the titles of Principal Administrative Associate, Computer Associate (Technical Support), Legal Secretarial Assistant, Legal Coordinator, Office Machine Associate, and Stenographic Specialist, or any title represented by Local 1180 which has assignment levels, the agency shall consult its Transfer and Reassignment Request File and give due consideration for transfer or reassignment to all qualified applicants, including their seniority, whose requests are contained in said file. To the extent practicable, the Agency agrees that workers to be involuntarily transferred shall receive five (5) days advance notice.
- b. HHC facilities shall continue to maintain a Transfer and Reassignment Request File. Prior to filling through promotion, appointment or reassignment, vacant positions in the titles of Principal Administrative Associate, Computer Associate (Technical Support), Legal

Secretarial Assistant, Legal Coordinator, Office Machine Associate, and Stenographic Specialist, or any title represented by Local 1180 which has assignment levels, the agency shall consult its Transfer and Reassignment Request File and give due consideration for transfer or reassignment to all qualified applicants, including their seniority, whose requests are contained in said file. To the extent practicable, the Agency agrees that workers to be involuntarily transferred shall receive five (5) days advance notice.

- c. Notwithstanding any other provisions, the Agency may limit the number of voluntary transfers for any Employee to no more than one in any twelve (12) month period.
- d. The following personnel actions are not considered transfers:
 - i. Initial assignment of newly appointed Employees after an initial period of training.
 - ii. Reassignment of Employees returning from unpaid leave of more than twenty-three (23) working days.
- e. The Agency shall have the right to transfer an Employee on an emergency basis. To the extent practicable, the Agency will not assign an Employee on an emergency basis more than once every six (6) months, nor for more than thirty (30) days duration.

ARTICLE XI - 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 XII - 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 XIII - 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 XIV - 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 (50) 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 XV - 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 XVI - 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 XVII - 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 XVIII - PHYSICAL PLANT CHANGES

The City shall notify the Union of any major physical or geographical changes in the work location where more than three (3) covered Employees are affected.

ARTICLE XIX - CONFERENCE LEAVE

Employees may obtain leave to attend agency approved work related conferences. However, the agency retains the right to limit authorization for leave to attend such conferences. The Union and the Employee(s) shall be notified of approved conferences. The Agency's decision relating to limiting authorization for leave shall not be subject to the grievance procedure.

ARTICLE XX - TRAINING SPECIALIST

A position in the office title of Training Specialist shall be assigned to each Income Support Center in the title of at least Administrative Associate* or Principal Administrative Associate, Level II.

*for present incumbents only

WHEREFORE, we have hereunto set our hands and seals this _____ day of _____, 2006,

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

**COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO, ON BEHALF OF
ITSELF AND ITS LOCAL 1180:**

BY: _____

JAMES F. HANLEY
Commissioner of Labor Relations
Office of Labor Relations

BY: _____

JOSEPH DIESSO
Communications Workers of America

**NEW YORK CITY HEALTH AND
HOSPITALS CORPORATION**

BY: _____

FRANK J. CIRILLO
Senior Vice President

BY: _____

ARTHUR CHELIOTES
President, Local 1180

**NEW YORK CITY DEPARTMENT
OF EDUCATION**

BY: _____

JOEL I. KLEIN
Chancellor

APPROVED AS TO FORM:

BY: _____

PAUL T. REPHEN
Acting Corporation Counsel

DATE SUBMITTED TO THE FINANCIAL CONTROL BOARD: _____, 2006

UNIT: Principal Administrative Associates, et al.

TERM: July 1, 2005 to September 5, 2006

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 9, of the 2005-2006 Principal Administrative Associates, et al. 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 of work year and the applicable agency verifies that information.
2. Service in pay status prior to any breaks in service of more than one year shall not be used to calculate 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 the 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 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 \$925 longevity increment, the \$925 shall become part of the Employee's base rate for all purposes except as provided in paragraph 5 below.
5. The \$925 longevity increment shall not become pensionable until 15 months after the Employee becomes eligible to receive such \$925 increment. Fifteen months after the Employee becomes eligible to receive the \$925 longevity increment, such \$925 longevity increment shall become pensionable, and as part of the Employee's base rate, shall be subject to the general increase provided in Article III, Section 3, of this **Agreement**.

Appendix B

Guidelines on Merit Increases for Sub-Managerial Employees

In awarding merit increases to sub-managerial Employees, agency heads must adhere to the following guidelines:

1. An increase in duties within a title ordinarily shall not be considered the basis for a merit adjustment. If the increase in duties is significant, the position should be reevaluated to a higher level.
2. Only one merit adjustment or provisional promotion can be granted to an Employee within any twelve month period.
3. Merit adjustment must be limited to Employees with above-average ratings on their annual performance evaluations. A copy of the performance evaluation must be submitted to the Department of Personnel and the Mayor's Office with the Monthly Planned Action Report.
4. Merit adjustment can be made up to a maximum of 7% of the Employee's base salary. In no case can the merit adjustments increase the Employee's salary beyond the maximum established for the title and/or level.
5. The following shall be criteria for the granting of merit increases:
 - a. outstanding productivity in the work assigned;
 - b. outstanding performance in the work assigned;
 - c. outstanding initiative and resourcefulness;
6. The following shall be the procedure for the granting of merit increases:

The agency head shall notify the Union in writing of the name of those selected to receive merit increases prior to approval by the Mayor or his authorized representative. It is expressly understood that such notification to the union shall in no way interfere with the processing and implementation of the merit increases already proposed.

Appendix C

Separation of Income Support from Social Service in the Department of Social Services

The City's right to reorganize the Department by separating income support functions from social service functions in the Department and the Union's right to negotiate with the City on questions concerning the practical impact that such separation has upon employees, such as workload or manning, are hereby recognized. In consideration for the Union's promise of full cooperation in the City's plan for an immediate and accelerated separation of income support functions from social service functions in the Department and for the increased productivity which will result therefrom, the parties agree to the provisions as set forth in paragraph a., below, and Article III, Sections 7.b. and 10. 3) B.

- a. In an Income Support unit resultant from the separation of functions described hereinabove, any vacancy for which the job duties have remained substantially unchanged, which was formerly held by an Employee in the Principal Administrative Associate or predecessor title and which the Employer decides to fill shall be filled by an Employee in the Principal Administrative Associate or predecessor title.



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

Joseph Diesso, Citywide Director
Communications Workers of America
80 Pine Street
New York, NY 10005

Arthur Cheliotos, President
Local 1180, Communications Workers of America
6 Harrison Street
New York, NY 10013

Dear Mr. Diesso and Mr. Cheliotos:

This is to confirm our mutual understanding regarding the applicability of the disciplinary procedures set forth in Article VI of the Principal Administrative Associates, et al. Agreement to the five District Attorneys' Offices.

1. It is understood that pursuant to their modified elections concerning coverage under the New York City Collective Bargaining Law, the five District Attorneys' Offices have elected not to be bound by the disciplinary procedures set forth in Article VI of the PAA Agreement. Therefore, said disciplinary provisions shall not apply to the employees of the District Attorneys' Offices.
2. It is further understood that disciplinary procedures are a mandatory subject of bargaining for non-exempt, non-confidential employees of the five District Attorneys' Offices.
3. This letter shall be deemed an appendix to the PAA Agreement. The terms set forth herein shall remain in force until the termination date of the unit agreement, except as may be modified by any successor agreement(s) hereto approved by the District Attorneys' Offices, collectively or individually.

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

Sincerely,

JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF LOCAL 1180

BY: _____
Joseph Diesso

BY: _____
Arthur Cheliotas



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First Deputy Commissioner

Joseph Diesso, Citywide Director
Communications Workers of America
80 Pine Street
New York, NY 10005

Arthur Cheliotis, President
Local 1180, Communications Workers of America
6 Harrison Street
New York, NY 10013

Re: 2005-2006 Principal Administrative Associates, *et al.*, Collective Bargaining Agreement

Dear Mr. Diesso and Mr. Cheliotis:

Pursuant to law, reassignments from a lower level to a higher level are recognized as a managerial prerogative. However, in conformance with the Rules and Regulations of the Personnel Director, and in the interest of treating employees fairly, the Employer shall consider the following criteria for such reassignment within the Agency:

- a. performance evaluations;
- b. training, experience and special skills which relate to the job;
- c. seniority in the title.

It is understood that the posting requirements set forth in Article X, Section 1.a. and b., of this Agreement are applicable to positions being filled pursuant to this letter.

It is further understood that all reassignment decisions are not subject to the grievance procedure or arbitration. However, if an employee covered by this Agreement feels aggrieved by a decision under this letter, the employee and/or the union shall present the complaint in writing to the agency head or the agency head's designee, who has not been a party to the previous decision, within fifteen (15) days of the action complained of.

The agency head or designee shall issue a determination in writing by the end of the twentieth workday following the date on which the complaint was submitted. If the employee is not satisfied with the determination, the employee and/or the union may appeal the determination in writing to the Commissioner of Labor Relations or the Commissioner's designee within ten (10) days of receipt. The Commissioner of Labor Relations or the Commissioner's designee shall issue a determination in writing within fifteen (15) days of receipt of the appeal. The determination of the Commissioner or the Commissioner's designee shall be final.

Very truly yours,

James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF LOCAL 1180

BY: _____
Joseph Diesso

BY: _____
Arthur Cheliotis



THE CITY OF NEW YORK
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JAMES F. HANLEY
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First Deputy Commissioner

Joseph Diesso, Citywide Director
Communications Workers of America
80 Pine Street
New York, NY 10005

Arthur Cheliotas, President
Local 1180, Communications Workers of America
6 Harrison Street, 3rd floor
New York, NY 10013

Re: 2005-2006 Local 1180 Agreement

Dear Mr. Diesso and Mr. Cheliotas:

This is to confirm our mutual understanding and agreement regarding Article III, Section 11.c. of the above agreement. That provision shall not serve as a bar to grievance alleging a violation of the mechanics of Section 11.

If the above conforms to your understanding, please execute the signature line provided below.

Very truly yours,

James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF LOCAL 1180

BY: _____
Joseph Diesso

BY: _____
Arthur Cheliotas



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PAMELA S. SILVERBLATT
First Deputy Commissioner

Arthur Cheliotas, President
Local 1180, Communications Workers of America
6 Harrison Street, 3rd floor
New York, NY 10013

Re: 2005-2006 CWA Local 1180 Agreement

Dear Mr. Cheliotas:

This is to confirm the parties' mutual understanding and agreement regarding the "Joint Labor Management Committee on Productivity Initiatives" referenced in the side letter to the 2002-2005 Local 1180 Agreement dated June 28, 2004.

Nothing contained in the current 2005-2006 Local 1180 Agreement shall preclude the parties from continuing discussions to identify, review, recommend and develop initiatives that will generate workplace savings, maximize the potential of the City workforce and ensure the provision of essential services, while at the same time providing increased compensation for the City workforce.

The terms of the side letter dated June 28, 2004 shall continue in full force and effect except as modified below. Nothing herein shall be deemed a waiver of any rights either party enjoyed under the June 28, 2004 side letter including but not limited to the right to any retroactive salary adjustments, provided sufficient funding is identified to cover any retroactive period(s).

The initiatives and programs developed pursuant to this Committee must be unanimously agreed upon. In the event there is a dispute as to the amount of savings generated by an initiative or the implementation of a program, or the savings generated by a program are not paid pursuant to this agreement, it shall be submitted to arbitration pursuant to the grievance procedure contained in the parties' collective bargaining agreement, upon written notice therefore by any of the parties to this Agreement to the party with whom such dispute or controversy exists.

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

Very truly yours,

James F. Hanley

**AGREED AND ACCEPTED ON BEHALF OF
CWA Local 1180**

BY: _____

Arthur Cheliotis
President



THE CITY OF NEW YORK
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PAMELA S. SILVERBLATT
First Deputy Commissioner

Arthur Cheliotas, President
Local 1180, Communications Workers of America
6 Harrison Street, 3rd floor
New York, NY 10013

Re: 2005-2006 CWA Local 1180 Agreement

Dear Mr. Cheliotas:

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

For the purposes of Section 2(a), "approved leave" is further defined to include:

- a. maternity/childcare leave
- b. military leave
- c. unpaid time while on jury duty
- d. unpaid leave for union business pursuant to Executive Order 75
- e. unpaid leave pending workers' compensation determination
- f. unpaid leave while on workers' compensation option 2
- g. approved unpaid time off due to illness or exhaustion of paid sick leave
- h. approved unpaid time off due to family illness
- i. other pre-approved leaves without pay

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

Very truly yours,

JAMES F. HANLEY

**AGREED AND ACCEPTED ON BEHALF OF
CWA, Local 1180, AFL-CIO**

BY: _____

Arthur Cheliotis
President



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PAMELA S. SILVERBLATT
First Deputy Commissioner

Arthur Cheliotas, President
Local 1180, Communications Workers of America
6 Harrison Street, 3rd floor
New York, NY 10013

Re: 2005-2006 CWA Local 1180 Agreement

Dear Mr. Cheliotas:

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

- a. Funding was not provided to permit the application of the general increases to the 15 year longevity increments provided in various separate unit agreements. Therefore the provisions of Section 3 (a) of the *2005-2006 CWA Local 1180 Agreement* shall *not* apply to such longevity increments.
- b. Notwithstanding the above, once an employee has completed the 15 years of "City" service in pay status and is eligible to receive the \$925 longevity increment, the \$925 shall become part of the employee's base rate for all purposes except as provided in paragraph c. below.
- c. The \$925 longevity increment shall not become pensionable until fifteen months after the employee begins to receive such \$925 increment. Fifteen months after the employee begins to receive the \$925 longevity increment, such \$925 longevity increment shall become pensionable and as part of the employee's base rate, the \$925 longevity increment shall be subject to the general increases provided in Section 3 (a) of this Agreement.
- d. All other provisions of Appendix A shall remain in full force and effect.

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

Very truly yours,

JAMES F. HANLEY

**AGREED AND ACCEPTED ON BEHALF OF
CWA, Local 1180, AFL-CIO**

BY: _____

Arthur Cheliotis
President