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1995 – 2001 CITYWIDE AGREEMENT

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COLLECTIVE BARGAINING AGREEMENT entered into this_____ day of_____ 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 ("NYCCBL") 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 (the "Union"), for the period from January 1, 1995-June 30, 2001.

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 ON CITYWIDE MATTERS

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Section 1

The Employer recognizes the Union as the sole and exclusive collective bargaining representative on citywide matters, which must be uniform for the following employees:

i. Mayoral agency employees subject to the Career and Salary Plan.

ii. Employees of the Health and Hospitals Corporation with the exception of Group II employees and interns and residents.

iii. Employees of the Off-Track Betting Corporation and the New York City Housing Authority pursuant and limited to the extent of their respective elections to be covered by the NYCCBL.

iv. Employees of the Comptroller, the District Attorneys, the Borough Presidents, and the Public Administrators, who are subject to the Career and Salary Plan, pursuant and limited to the terms of their respective elections to be covered by the NYCCBL, and any museum, library, zoological garden or similar cultural institution for employees whose salary is paid in whole from the City Treasury, pursuant and limited to the election of said cultural institution to be covered by this Agreement.

Section 2. Exclusions

a. Prevailing rate employees are excluded from the coverage of this Agreement

b. Managerial, confidential, exempt civil service employees, and other employees ineligible for collective bargaining are excluded from the coverage of this Agreement.

Section 3.

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for employees included in the New York City Employees' Retirement System on pension matters which must be uniform for all such employees pursuant to Section I l73-4.3 (a)(5) of the NYCCBL. In the event that the current prohibition against bargaining for retirement benefits is discontinued, the parties agree to reopen negotiations on this matter.

Section 4.

For the purposes of this Agreement, the term "employee" shall mean a full-time per annum worker, unless otherwise specifically indicated herein.

Section 5.

Effective January 1, 2000, and each April 1st, July 1st, October 1st, or January 1st, thereafter. Any per diem employee who has worked the appropriate number of hours in the normal full-time week established for such per annum title as listed in Appendix A of this Citywide Agreement for at least eighteen (18) continuous months immediately preceding the beginning of said quarter, and who continues to meet the above-stated conditions without a break in service of more than 31 days, shall be deemed to be an "employee" under Article I, Section 4 of the Citywide Agreement, subject to the conditions listed below.

a. The following sections of the Citywide Agreement shall not be applicable: Article V. Sections 18 (summer hours) and 19 (per diem accrual leave rates); and Article VI. Section 8 (summer hours)

b. Seniority for eligibility for benefits pursuant to this Section 5 shall be computed from the date 18 months prior to the date such employee becomes covered by this Section 5.

c. These provisions shall not apply to employees hired pursuant to Rule 5.6 of the Personnel Rules and Regulations of the City of New York.

d. Notwithstanding the provisions of this Section 5, an employee, who at the time of appointment to a title is assigned to regularly work the normal full-time workweek established for such per annum title as

listed in Appendix A must continue to work such on a full-time basis for at least 2 years without a break in service of more than 31 days, to be covered by Article XVI (Disciplinary Procedure For Provisional Employees), subject to the conditions listed below.

i. The employee must have been serving provisionally in such competitive class position on a full-time per annum or full-time per diem basis.

ii. Prior provisional service followed by permanent service may not be aggregated with current provisional service (e.g. prior provisional service as 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)

e. For the purposes of this Section 5, Article IX, Section 24 and Article XVI 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.

ARTICLE II - WORK WEEK

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Section 1.

The normal workweek for employees in each of the titles covered by this Agreement shall be listed in the attached Appendix A. If a title covered by this Agreement is inadvertently omitted from the attached list, the number of hours in the normal work week for employees in such title shall be determined by the parties in accordance with the number of hours being worked by a majority of employees in the affected title and added to Appendix A. The hours in the normal workweek for employees in any newly established title which is created during the term of this Agreement and is covered by this Agreement shall be determined by the Employer and added to Appendix A.

Section 2.

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

ARTICLE III - SHIFT DIFFERENTIAL AND HOLIDAY PREMIUM

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This Article is applicable to all employees except those in classes of positions certified by the Board of Certification in Decision No. 50-73 [Doctors Council] and subsequent amendments to said certification.

Section 1.

a. There shall be a shift differential of ten percent (10%) for all employees covered by this

Agreement for all scheduled hours worked between 6 P.M. and 8 A.M. with more than one hour of work between 6 P.M. and 8 A.M. This provision shall not apply to employees in the titles of Houseparent and Senior Houseparent.

i. For all employees newly hired after July 14, 1996, this provision shall apply to scheduled hours of work between 8:00 P.M. and 8:00 AM.

ii. For employees covered by Unit Agreements that expire March 31, 2000, subsection I (a) I) shall be in effect from July 15, 1996 to March 31, 2000.

iii. For employees covered by Unit Agreements that expire December 31, 1999, subsection 1 (a) I) shall

be in effect from July 15, 1996 to December 31, 1999.

b. An employee working overtime shall only receive a shift differential if the employee is receiving straight time cash compensation. In such cases the shift differential shall be calculated separately from the overtime compensation. In all other cases, the employee shall receive only the compensatory time or premium overtime pay provided for in Article IV.

Section 2.

a. If an employee is required to work on any of the holidays listed in Section 9 of Article V. the employee shall receive a fifty percent (50%) cash premium for all hours worked on the holiday and shall, in addition, receive compensatory time off at the employee's regular rate of pay. Compensatory time off earned pursuant to this Section may be scheduled by the agency either prior to or after the day on which the holiday falls.

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

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

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

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

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

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

c. i. If an employee is required to work on a holiday, which falls on the employee's scheduled day off, the employee may choose whether such holiday work is to be compensated by the fifty percent (5 0%) cash premium and compensatory time off provided for above, or if the employee is otherwise eligible, by the overtime provisions of Article I.

ii. An employee shall not receive for the same hours of work both (1) overtime pay and (2) the fifty

percent (50%) cash premium and compensatory time off.

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

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

e. As an alternative to the methods of compensation provided in subsections 2(a), 2(b) and 2(c), an employee may elect in writing to receive compensation either entirely in cash or entirely in compensatory time for any such holiday worked. Such election shall be subject to the approval of the agency head, executive director of a hospital, or the Chief of Personnel in the Police Department, or their designee whose decision shall be final. In no case shall the compensation under this provision exceed or be less than the value of the compensation provided under subsections 2(a), 2(b), or 2(c).

Section 3.

a. An employee may receive both a shift differential and holiday premium pay for the same hours of work, but in such cases each shall be computed separately according to subsection 3(b), below.

b. Shift differentials and holiday premium pay shall in all cases be computed on the individual employee's hourly rate of pay as determined in Section 6 of Article IV.

Section 4.

Part-time per annum, hourly, per diem, per session and seasonal employees shall be covered by the terms of this Article.

ARTICLE IV – OVERTIME

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

Section 1.

For purpose of the overtime provisions of this Agreement, all time during which an employee is in full pay status, whether or not such time is actually worked, shall be counted in computing the number of hours worked during the week. However, where the Fair Labor Standards Act ("FLSA") provides for more beneficial compensation than the overtime provisions of this Agreement such benefits shall be calculated on the basis of time actually worked.

Section 2.

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

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

Section 3.

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

b. For those employees whose normal work week is less than forty (40) hours, any such ordered involuntary overtime worked between the maximum of that work week and forty (40) Hours in any calendar week shall be compensated in cash at straight time (1x). For employees granted a shortened work day under Section 18 of Article V, compensatory time for work performed between thirty (30) and thirty-five (35) hours a week when such shortened schedule is in effect shall be granted at the rate of straight time (1 time), but such work shall not be considered overtime.

c. Upon the written approval of an employee's request by the agency head or designee, an employee who works ordered involuntary overtime shall have the option of bein2 compensated in time off at the applicable rates provided in Sections 3(a) and 3(b) provided that the exercise of such option does not violate the provisions of ("FLSA").

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

e. Employees who are paid in cash or who are compensated in time at the rate of time and one-half (1 1/2X) for overtime pursuant to subsection c of this Section or the Fair Labor Standards Act may not credit such time for meal allowance.

Section 4.

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

b. For employees covered by the provisions of FLSA, voluntary overtime actually worked in excess of forty hours in a calendar week shall be compensated at the rate of time and one-half (1 ½) in time provided that the total unliquidated compensatory hours credited to an employee pursuant to this provision may not exceed 240 hours. If an employee has reached the 240-hour maximum accrual for FLSA compensatory time, all subsequent overtime earned under this provision must be compensated in cash at time and one-half.

Section 5.

a. No credit shall be recorded for unauthorized overtime. Credit for all authorized overtime beyond the normal work week shall accrue in units of one-quarter (¼) hour to the nearest one-quarter (¼) hour and, except for an employee covered by the provisions of FLSA who has actually worked in excess of forty hours in said calendar week, only after one (1) hour. Effective July 15, 1996, credit for all authorized overtime, beyond the normal work week, shall accrue in units of one-half (½) hour to the nearest one-half (½) hour.

i. For employees covered by Unit Agreements that expire March 31, 2000, subsection 5(a)(i) shall be in effect from July 15, 1996 to March 31. 2000.

ii. For employees covered by Unit Agreements that expire December 31. 1999. Subsection 5(a)(i) shall be in effect from July 15, 1996 to December 31, 1999.

Section 6.

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

a. For employees whose basic workweek is thirty-five (35) hours:

1/1827 or 1/261x7

b. For employees whose basic workweek is thirty-seven and one-half (37 ½) hours:

1/1957.5 or 1/261 X 7.5

c. For employees whose basic workweek is forty (40) hours:

1/2088 or 1/261X8

d. For employees in the titles of Houseparent or Senior Houseparent, the hourly basic rate shall be calculated by multiplying the "basic annual rate (excluding overtime)" set forth in the Social Services and Related Titles Agreement by:

1/3132 or 1/261X12

For all hours in excess of 40 hours per week, such employees shall be compensated at the rate of time and one-half (1 ½) of the hourly basic rate.

e. Payment shall be computed and paid on a basis of quarter hour units actually worked beyond the normal scheduled work week, provided at least one (1) full hour is compensable in a calendar week (unless such employee is covered by the provisions of the FLSA and has actually worked in excess of forty hours in said calendar week). "Annual regular salary" shall in addition to all payments included in an employee's basic salary include all educational, assignment, and longevity differentials, and, when mandated to be included by ELSA, such other additions to gross that are regularly part of an employee's salary.

Section 7. Overtime Cap

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

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

earned.

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

d. Effective January 1, 1995, the cap shall be **$45,805.**

e. Effective November 28, 1999, the cap shall be increased to **$54,549.** Thereafter, unless otherwise agreed by the parties, the cap amount shall be adjusted by future collective bargaining increases. Each time the cap is adjusted, an interpretive memorandum or similar document shall be issued setting forth the new amount.

Section 8.

a. Effective as indicated below employees who work authorized overtime, except as set forth in Section 3(e) of this Article, shall be entitled to the following meal allowances:

	Effective 1/1/1995	Effective 11/26/99
For two continuous hours of overtime	$ 7.50	$ 8.25
For five continuous hours of overtime	$ 8.00	$ 8.75
For seven continuous hours of overtime	$10.00	$IO.75
For ten continuous hours of overtime	$11.00	$11.75
For fifteen continuous hours of overtime	$12.00	$12.75

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

Section 9.

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

a. Effective July 15, 1996, for all employees who are recalled from home for authorized ordered involuntary overtime work; the minimum guaranteed cash overtime payment shall be **two (2) hours.**

b. For employees covered by Unit Agreements that expire March 31, 2000, subsection 9(a) shall be in effect from July 15, 1996 to March 31, 2000.

c. For employees covered by Unit Agreements that expire December 31, 1999, subsection

9(a) shall be in effect from July 15, 1996 to December 31, 1999.

Section 10.

a. Compensatory time off for voluntary overtime work as authorized in this Article shall be scheduled at the discretion of the agency head but the agency head shall not schedule its use without the consent of the employee within the thirty (30) calendar days following its earning. However, all compensatory time off must be taken by the affected employee within the four (4) months following its earning. Except for the time described in subsection 10 b (ii) below, any such compensatory time not so used by the employee's choice shall be added to the employee's sick leave balance. If the agency head calls upon an employee not to take the compensatory time off or any part thereof within the four (4) months, that portion shall be carried over until such time as it can be liquidated. This subsection shall not apply to compensatory time accrued pursuant to FLSA.

b. For employees covered by the Fair Labor Standards Act, accrued compensatory time usage shall be charged in the following manner and order:

i. First, Pre-FLSA Compensatory Time Bank

ii. Second, Post-April 14, 1986 FLSA Compensatory Time Bank

iii. Third, Post-April 14, 1986 non-FLSA Compensatory Time Bank

c. If compensatory time off is charged to an employee's Post-April 14, 1986 FLSA Compensatory Time Bank and as a result the employee will not be able to take his/her accrued Post-April 14, 1986 non-FLSA compensatory time within the four (4) month period provided in subsection 10(a) above, the period of time in which the equivalent amount of time in the Post-April 14, 1986 non-FLSA Compensatory Time

Bank which must be taken shall be extended in writing by the agency head an additional four mouths.

Section 11.

a. Employees who volunteer to stand by in their homes, as authorized by competent authority, shall receive compensatory time credit on the basis of one-half (½) hour for each hour of standby time.

b. Employees who are required, ordered and/or scheduled on an involuntary basis to stand by in their homes subject to recall, as authorized by the agency head or the agency head's designated representative shall receive overtime payment in cash for such time on the basis of one-half (½) hour paid overtime for each hour of standby time. Employees who reside on the work premises or are in post-graduate training status shall not be included in this provision.

Section 12.

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

Section 13.

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

Section 14.

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

ARTICLE V - TIME AND LEAVE

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Section 1.

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

Interpretations shall be defined as those rulings issued by the Commissioner of Citywide

Administrative Services pursuant to Section 6.6 of the Leave Regulations and which are printed in the official Leave Regulations.

This Section shall not circumscribe the authority of the Commissioner of Citywide Administrative Services to issue new interpretations subsequent to the effective date of this Agreement. Such new interpretations shall be subject to the grievance and arbitration provisions of this Agreement.

b. The annual leave allowance for Employees in a title or an agency covered by the Leave

Regulations shall accrue as follows: *

Work Week	Years of Service	Monthly Accrual In Hours	Allowance In Hours
60	Beginning of 15th year	27	324
60	Beginning with 8 year	25	300
60	Beginning with 5 year	20	240
60	First Year	15	180
40	Beginning of 15th year	18	216

40	Beginning with 8 year	16:40	200
40	Beginning with 5 year	13:20	160
40	First Year	10	120
37 ½	Beginning of 15th year	16:53	202:30
37 ½	Beginning with 8 year	15:38	187:30
37 ½	Beginning with 5 year	12:30	150
37 ½	First Year	9:23	112:30
35	Beginning of 15th year	15:45	189
35	Beginning with 8 year	14:35	175
35	Beginning with 5 year	11:40	140
35	First Year	8:45	105

- Refer to prior Citywide Agreement for accrual rate in effect prior to July 1,1991.

Section 2.

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

Decisions on requests for annual leave or for leave with pay shall be made within seven (7) working days of submission except for requests which cannot be approved at the local level or requests for leave during the summer peak vacation period or other such periods for which the Employer has established and promulgated a schedule for submission and decision of leave requests. Once a leave request has been approved, the approval may not be rescinded except in writing by the agency head, Executive Director of a Hospital or Chief of Personnel in the Police Department.

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

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

c. Where an employee has an entitlement to accrued annual leave and/or compensatory time, and the City's fiscal condition requires employees who are terminated, laid off or who choose to retire in lieu of layoff, be removed from the payroll on or before a specific date because of budgetary considerations, the Employer shall provide the monetary value of accumulated and unused annual leave and/or compensatory time allowances standing to the employee's credit in a lump sum. Such payments shall be in accordance with the provisions of Executive Order 30, dated June 24, 1975, and the FLSA.

Section 3.

a. Approved sick leave and annual leave may be used in units of one (1) hour. Any employee who has completed four (4) months of service may be permitted to take approved annual leave as it accrues.

b. Except as provided below, employees shall be credited with one day of sick leave per month. Approved sick leave may be used as it accrues. This section shall not alter the provisions of any existing unit agreement, which contains a more beneficial procedure.

i. For all employees newly hired after July 14, 1996, a maximum sick leave accrual of eleven (11) days per annum for the first three (3) years of service shall apply.

ii. For employees covered by Unit Agreements that expire March 31, 2000, subsection 3(a)(i) shall be in effect from July 15, 1996 to March 31, 2000.

iii. For employees covered by Unit Agreements that expire December 31, 1999, subsection 3(a)(i) shall be in effect from July 15, 1996 to December 31, 1999.

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

Section 4.

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

Section

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

ii. (1) Notwithstanding the provisions of Section 5(a)(i), Employees may use one day per year from their sick leave balances for the care of ill family members.

(2) Effective July 15, 1996, employees may use two (2) days per year from their sick leave balances for the care of ill family members.

(3) Approval of such leave is discretionary with the agency and proof of disability must be provided by the employee satisfactory to the agency within five (5) working days of the employee's return to work.

(4) The provisions of Article V, Section 5(a)(ii) shall apply to part-time per annum, hourly, per diem, per session and seasonal employees who work at least one half the regular hours of full time employees in the same title and who have worked for at least one month on a regular basis and accrue sick leave pursuant to Article V, Section 19(b).

(5) The use of sick leave for care of ill family members shall be limited to a maximum of one-sixth (1/16) of the amount of sick leave hours accruable by an eligible employee during the current leave year or one-sixth (1/6) of the sick leave hours accruable by a full time employee in the same title during a leave year, whichever is less. Approved usage of sick leave for care of ill family members may be charged in units of one (1) hour.

(6) Family member shall be defined as: spouse; natural, foster or step parent; child, brother or sister; father-in-law; mother-in-law; any relative residing in the household; and domestic partner, provided such domestic partner is registered pursuant to the terms set forth in the New York City Administrative Code Section 3-240 *et seq.*

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

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

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

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

c. For the purposes of Sections 5(b)(ii) and 5(b)(iii) above, the calendar year shall be divided into two (2), six (6) month "sick leave periods." They shall be: (1) January 1 to June 30, inclusive; and (2) July 1 to December 31, inclusive. An employee who exceeds the allowable number of undocumented absences in any "sick leave period" pursuant to Sections 5(b)(ii) and 5(b)(iii) above shall thereafter, commencing with the next "sick leave period," be required to submit medical documentation, satisfactory to the agency head, before further sick leave may be approved. The requirement for such documentation shall continue in effect until the employee has worked a complete "sick leave period" without being on sick leave more than two (2) times.

d. For the purposes of this Section 5 "one time" shall mean the consecutive use of one-half (½) or more workdays for sick leave. Sick leave taken in units of less than one-half (½) workday shall be counted as "one time" on sick leave when the cumulative total of such sick leave amounts to one-half (½) day.

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

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

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

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

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

Section 6.

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

Section 7.

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

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

Section 8.

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

Section 9.

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

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

Christmas Day	December 25th
* See Section 9©	

b. When a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following Monday. However, when an agency head deems it necessary to keep facilities open on both Monday and Friday, employees may be scheduled to take time off on either the Monday or Friday. When either the holiday, or the day designated for observance, occurs on an employee's scheduled day off and the employee does not work on such day, the employee shall be entitled to one compensatory day off in lieu of the holiday.

c. Effective January 1, 1997, an Employee shall be entitled to one floating holiday in each calendar year during which the employee is in active pay status with the Employer prior to Lincoln's Birthday of such calendar year, subject to the following conditions:

i. The floating holiday shall be taken at the employee's discretion, subject to the needs of the employing agency. Employees must request to use their floating holiday in writing at least 30 days in advance on a form supplied by the agency. Approval or disapproval of the request shall be made on the same form by a supervisor authorized to do so by the agency. Decisions shall be made within ten (10) working days of submission.

ii. Employees wishing to use their floating holiday to observe Lincoln's Birthday shall file such requests prior to January 15. Approval shall not be unreasonably denied. For the purposes of this subsection, the day of observance for employees of Mayoral agencies assigned to Board of Education facilities shall be on the day set by the Board.

iii. Once a floating holiday request has been approved, the approval may not be rescinded except in

writing by the agency head, Executive Director of a Hospital or Chief of Personnel in the Police Department. If an employee is required to work on a floating holiday once the request for it has been approved, the employee shall receive a fifty percent (50%) cash premium for all regularly scheduled hours worked on the floating holiday and shall, in addition, receive compensatory time off at the employee's regular rate of pay.

iv. The floating holiday must be used in the calendar year in which it is earned and may not be carried over to a succeeding year or cashed out upon separation of service. If the agency head calls upon an employee not to take the floating holiday by the end of the calendar year, the floating holiday shall be carried over to the following calendar year only.

v. For employees assigned to perform work at facilities which are normally closed on Lincoln's Birthday, such as, but not limited to, State Courts or Department of Sanitation garages, Lincoln's Birthday shall continue to be observed as an official holiday and the floating holiday provisions set forth in this subsection c, shall not apply.

Section 10. Line of Duty Injury Due to Assault

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

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

If an employee is granted a leave of absence with pay pursuant to this Section, the employee shall receive

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

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

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

Section 11. Line of Duty Injury Other than Assault

For employees who do not come under the provisions of Section 10 of this Article but who are injured in the course of employment, upon determination by the head of an agency that an employee has been physically disabled because of an injury arising out of and in the course of the employee's employment, through no fault of the employee, the agency head will grant the injured employee an extended sick leave with pay not to exceed three (3) months after all the employee's sick leave and annual leave balances have been exhausted. This additional leave must be taken immediately following the exhaustion of such balances. No such leave with pay shall be granted unless the Worker's Compensation Division of the Law Department advises the agency head in writing that the employee's injury has been accepted by the Division as compensable under the Worker's Compensation Law, or if such injury is not accepted by the Division as compensable under such law, unless the Worker's Compensation Board determines that such injury is compensable under such law. If an employee is granted extended sick leave with pay pursuant to this Section, the employee shall receive the difference between the employee's weekly salary and the employee's compensation rate for the period of time granted, The employee shall, as a condition of receiving benefits under this Section, execute an assignment of the proceeds of any judgment or settlement in any third party action arising from such injury, in the amount of the pay and medical disbursements received pursuant to this Section, but not to exceed the amount of such proceeds. Such assignment shall be in the form prescribed by the Corporation Counsel. The injured employee shall undergo such medical examinations as are requested by the Worker's Compensation Division of the Law Department and the employee's agency, and when found fit for duty by the Worker's Compensation Board shall return to the employee's employment.

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

Section 12.

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

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

Section 13.

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

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

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

Section 14.

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

Section 13 of this Article, or if no beneficiary is so designated, payment shall be made to the employee's estate.

Section 15.

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

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

Section 16.

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

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

c. The following employees shall not be entitled to the five-minute grace period described in subsection b above:

i. Emergency personnel, including, but not limited to, Fire Alarm Dispatchers, Police Communication Technicians, Emergency Medical Services Specialists. The City shall furnish the Union with a full list of such positions.

ii. Employees whose positions require, in the event of late reporting for work, that another be held over from a previous shift or be called in to substitute for the late employee,

at premium rates of pay.

iii. Employees subject to flexible work schedules.

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

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

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

g. Contractual provisions or agency policies regarding lateness, grace or excusal periods or lateness penalties inconsistent with the uniform lateness policy set forth in this Section shall be superseded by this Section 16.

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

i. Each agency will prepare contingency plans for operation during a major failure of public

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

Section 17.

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

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

b. Any employee who as of January 1, 1975 had a minimum of fifteen (15) years of service as of said date may elect to receive upon retirement a terminal leave of one (1) calendar month for every ten (10) years of service pro-rated for a fractional part thereof in lieu of any other terminal leave. However, any sick leave taken by such employees subsequent to July 1, 1974 in excess of an average annual usage of six (6) days per year shall be deducted from the number of days of terminal leave to which the employee would otherwise be entitled at the time of' retirement, if the employee chooses to receive terminal leave under this subsection.

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

d. Where an employee has an entitlement to terminal leave and the City's fiscal situation requires that employees who are terminated, laid off or retired be removed from the' payroll on or before a specific date, because of budgetary considerations; the Employer shall provide a monetary lump sum payment for terminal leave in accordance with the provisions of Executive Order 31, dated June 24, 1975.

Section 18.

a. Shortened workday schedules or heat days in lieu thereof for employees who have traditionally enjoyed shortened workday schedules or heat days in lieu thereof shall begin on July 1 and terminate on Labor Day. Employees who are entitled to receive heat days in lieu of shortened workdays shall receive three (3) such days.

b. Shortened workday schedules and heat days in lieu thereof shall be abolished for employees who work in air-conditioned facilities and for outdoor and field employees. However, outdoor and field employees who traditionally enjoyed such benefits and who are required to return to an office location before the end of the workday shall be entitled to the same summer schedules enjoyed by office employees at such location on such day.

c. Outdoor and field employees include, but are not limited to, law enforcement personnel, Traffic Enforcement Agents, Traffic Device Maintainers, Motor Vehicle Operators, Inspectors, Engineers, Assessors, Appraisers, Investigators, Quality Control Specialists and Public Health Nurses. Homemakers and employees in equivalent titles. who are assigned to work in clients' homes which are not air-conditioned and who traditionally enjoyed shortened workday schedules or heat days in lieu thereof, shall continue to be so entitled.

d. No shortened workday schedules or heat days in lieu thereof, shall be granted to any employee until the employee has completed one year of service.

e. Employees who work shortened workday schedules as described in this Section are entitled to the meal allowances set forth in Section 8 of Article IV. provided that such employees work a minimum of

three (3) hours beyond the shortened workday schedule. An employee who qualifies for a meal allowance pursuant to this subsection shall not count the first hour worked after the shortened workday schedule in computing the amount of the meal allowance to which the employee is entitled.

Section 19.

a. Part-time per annum, hourly, per diem, per session and seasonal employees who work at least one half the regular hours of full time employees in the same title and who have worked for at least one month on a regular basis shall accrue leave credits as set forth below: *

Years of Service	**Accrual**
At the beginning of the 1st year	1 hour for 15 hours worked (154 hours maximum)
At the beginning of the 5th year	1 hour for 11 hours worked (210 hours maximum)

b. Sick leave: One (1) hour of sick leave for every twenty (20) hours actually worked with no maximum accrual.

i. For all employees newly hired after July 14, 1996, shall accrue at the rate of 1 hour of sick leave for each 22 hours actually worked for the first three (3) years of service.

ii. For employees covered by Unit Agreements that expire March 31. 2000, subsection 19(b)(i) shall be in effect from July 15, 1996 to March 31. 2000.

iii. For employees covered by Unit Agreements that expire December 31, 1999, subsection 19(b)(i) shall be in effect from July 15, 1996 to December 31, 1999

c. If no full-time equivalent title exists then the minimum number of hours required in order to receive

leave credits pursuant to this Section shall be based on the nature of employment as follows:

White Collar Employment - 17 ½ hours per week

Blue Collar Employment - 20 hours per week

Section 20.

a. A child care leave of absence without pay shall be granted to any employee (male or female) who becomes the parent of a child up to four years of age (or whose domestic partner registered pursuant to the New York City Administrative Code Section 3-24C et seq.) becomes the parent of a child up to four years of age), either by birth or by adoption, for a period of up to forty-eight (48) months. The use of this maximum allowance will be limited to one instance only. All other child care leaves of an employee shall be limited to a thirty-six (36) month maximum.

- Refer to prior Citywide Agreement for accrual rate in effect prior to July 1 1991

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

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

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

Section 21.

a. Bereavement leave shall be granted for the death of an employee's spouse; "domestic partner," as defined in the New York Administrative Code Section 1-112(21); natural, foster or step parent; child; brother or sister; father-in-law; mother-in-law; or other relative residing in the household.

b. Effective November 26, 1999, bereavement leave shall be granted for the death of a grandchild.

c. When a death in an employee's family occurs while the employee is on annual or sick leave, such time as is excusable for death in the family shall not be charged to annual or sick leave.

Section 22.

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

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

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

Section 23.

If at any time during the period of this Agreement the parties agree that it is impracticable to recruit for certain titles covered by this Agreement, the employer with the agreement of the Union may apply a variation of the provisions contained in Article V and Article VI of this Agreement for those titles.

ARTICLE VI - TIME AND LEAVE VARIATIONS

(Click here to go back to index)

This Article shall apply only to employees who work other than a regularly scheduled standard work week consisting of five (5) seven (7) hour, seven and one-half (7Y2) hour or eight (8) hour days.

Section 1.

A "holiday leave bank" shall be established for each employee covered under this Article. The bank shall be credited with holiday leave time equal to one-fifth (1/5) the number of hours in the respective employee's work week as each holiday occurs.

No employee shall receive credit for more than twelve (12) holidays per annum.

Section 2.

a. When an employee does not work on one of the regular holidays, a number of hours equal to the number of hours in the employee's regularly scheduled work day shall be subtracted from the employee's "holiday leave bank."

b. An employee who works on any of the regular holidays shall be compensated in accordance with Section 3 of this Article, or the overtime provisions of this Agreement whichever is applicable.

c. When either the holiday or the day designated for observance occurs on an employee's scheduled day off and the employee does not work on such day, the employee shall accrue credits pursuant to Section 1 of this Article, but no credits shall be deducted from the employee's "holiday leave bank."

Section 3.

a. If an employee is required to work on any of the holidays listed in Article V, Section 9 of this Agreement, the employee shall receive a fifty percent (50%) cash premium for all hours worked on the holiday, and there shall be no deduction from the employee's "holiday leave bank."

b. If a holiday falls on a Saturday or Sunday, the fifty percent (50%) cash premium shall apply only to those employees who are required to work on the Saturday or Sunday holiday. Employees required to work on the Monday or Friday designated by the Employer for holiday observance shall not have any time charged against their "holiday leave bank" as a result of the Saturday or Sunday holiday, but shall not receive premium pay.

c. With respect to an employee who is scheduled to work on both the Saturday or Sunday holiday and the day designated for observance: (I) if the employee is required to work on only one of such days, the employee's "holiday leave bank" shall be charged the equivalent of one day. Such employee shall receive the fifty percent (50%) cash premium when required to work on Saturday or Sunday; or (2) if the employee is required to work on both such days, the employee shall receive the fifty percent (50%) cash premium for all hours worked on the Saturday or Sunday holiday without any charge to the employee's "holiday leave bank."

d. However, if the employee is required to work on a holiday which falls on the employee's scheduled day off, the employee may choose whether such holiday work is to be compensated by the fifty percent (50%) cash premium without charge to the employee's leave bank, or, if otherwise eligible, by the overtime provisions of Article IV.

e. An employee shall not receive for the same hours of work both (I) overtime pay and (2) the fifty percent (50%) cash premium without charge to the employee's "holiday leave bank." However, regardless of whether the holiday falls on a regular working day or on a scheduled day off, if the number of hours worked on such holiday exceeds the employee's normal daily tour of duty, all hours of work in excess of such normal daily tour of duty shall be covered by the overtime provisions of Article IV.

f. Shifts which begin at 11 P.M. or later on the day before the holiday shall be deemed to have been

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

Section 4.

An employee may be advanced holiday leave credits consistent with the maximums set forth in Section 1 of this Article. Any resulting negative leave balance shall be charged against subsequent holiday accruals. If as of May I of any year an employee's "holiday leave bank" has a negative balance, said balance shall be charged against the employee's annual leave.

Section 5.

The "Annual Leave Allowance" shall accrue on an hourly basis. The rate of accrual shall be based on the number of hours in the workweek and the number of years of service of the respective employee as follows: *

Work Week	Years of Service	Allowance	Monthly Accrual
60	Beginning of 15th year	324:00 hours	27:00 hours
60	Beginning of 8th year	300:00 hours	25:00 hours
60	Beginning of 5th year	240:00 hours	20:00 hours
60	First Year	180:00 hours	15:00 hours

40	Beginning of 15th year	216:00 hours	18:00 hours
40	Beginning of 8th year	200:00 hours	16:40 hours
40	Beginning of 5th year	160:00 hours	13:20 hours
40	First Year	120:00 hours	10:00 hours
37¼	Beginning of 15th year	202:30 hours	16:53 hours
37¼	Beginning of 8th year	187:30 hours	15:38 hours
37¼	Beginning of 5th year	150:00 hours	12:30 hours
37¼	First Year	112:30 hours	9:23 hours
35	Beginning of 15th year	189:00 hours	15:45 hours
35	Beginning of 8th year	175:00 hours	14:35 hours
35	Beginning of 5th year	140:00 hours	11:40 hours
35	First Year	105:00 hours	8:45 hours

- Refer to prior Citywide Agreement for accrual rate in effect prior to July 1, 1991.

Section 6.

The “Sick Leave Allowance” shall accrue on an hourly basis. The monthly accrual of sick leave shall be equal to one-fifth the number of hours in the respective employee’s workweek.

a. For all employees ***newly*** hired after July 14, 1996, the monthly accrual of sick leave shall be equal to 11/60ths of the number of hours in the respective employee’s workweek for the first three (3) years of service.

b. For employees covered by Unit Agreements that expire March 31. 2000, subsection 6(a) shall be in effect from July 15, 1996 to March 31, 2000.

c. For employees covered by Unit Agreements that expire December 31. 1999, subsection 6(a) shall be in effect from July 15, 1996 to December 31, 1999.

Section 7.

Where, for record keeping purposes, daily leave balances are converted to hourly leave balances, such conversion shall be based on one-fifth (1/5) the number of hours in the respective employee’s regular work week for each day of leave credited to the employee’s leave balance pro-rated for fractional days.

Section 8.

a. Employees who are otherwise entitled to receive heat days pursuant to Article V, Section 18 of this Agreement shall receive compensatory time for said heat days. The number of hours credited for each heat day shall be equal to one-fifth (1/5) the number of hours in the respective employee’s workweek.

b. Employees who are otherwise entitled to a shortened workday schedule pursuant to Article V, Section 18 of this Agreement shall be credited with five (5) hours of compensatory time, in lieu of any shortened workday schedule, for each week actually worked while shortened schedules are in effect.

ARTICLE VII- HEALTH INSURANCE

(Click here to go back to index)

Section 1.

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The Labor-Management Health Insurance Policy Committee, with representation frorr2 the Municipal Labor Committee and from the Employer, for the purpose of consultation on policy only shall be continued.

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Section 2.

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

i. a one-time choice;

ii. exercisable only after one year of retirement; and

iii. exercisable at any time without regard to contract periods.

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

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

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Section 3.

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

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Section 4.

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

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Section 5.

The Commissioner of Labor Relations and the Commissioner of Citywide Administrative Services will recommend to the New York City Employee Health Benefits Program that retirees be permitted to add dependents to such retirees' coverage under the New York City Employee Health Benefits Program on the same terms and conditions as active employees.

Section 6.

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

ARTICLE VIII- CAR ALLOWANCES

(Click here to go back to index)

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Section 1.

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

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Section 2.

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

Effective January 1, 1995 25¢ per mile

Effective November 26, 1999 28¢ per mile

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ARTICLE IX - PERSONNEL AND PAY PRACTICES

(Click here to go back to index)

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Section 1.

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

Section 2.

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Upon transfer of a permanent employee from one agency covered by the sick leave and annual leave provisions of this Agreement to another agency so covered, or appointment of any employee to another agency so covered from an eligible list promulgated by the Commissioner of Citywide Administrative Services immediately following continuous City service, all sick leave and annual leave balances shall be

transferred with the employee.

Section 3.

a. When a transfer is accomplished with the consent of the employee, all compensatory time due for overtime worked shall be granted to the employee prior to the effective date of the transfer except where:

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i. the receiving agency agrees in writing to accept the transfer of these accrued compensatory time balances in whole or in part to its records,

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ii. or the employee requests in writing that these accrued compensatory time balances be converted to sick leave credits as of the date of the transfer.

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Initiation of action to liquidate this compensatory time shall be the responsibility of the transferring employee.

b. When an employee is subjected to a functional or involuntary transfer, all the employee's accrued compensatory time balances shall be transferred to the records of the receiving agency.

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c. When a current employee is appointed to another City agency from a list promulgated by the New York City Department of Citywide Administrative Services, all compensatory time shall be transferred to the records of the appointing agency.

Section 4.

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a. The Employer shall furnish identification cards to all employees who have served continuously for six (6) months.

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b. Each employee who is a member of the New York City Employee's Retirement System (NYCERS) as of the effective date of this Agreement shall receive a Tax-Pension Identification Card showing the name, withholding tax number, pension number, pension plan, and the date the last membership in the System began. Employees joining the NYCERS during the life of this Agreement shall be given a Tax-Pension Identification Card when the employing agency is notified by the System of the date membership was granted and the pension number assigned. In the discretion of an agency head, the identification card required by subsection 4(a) above may be combined with the Tax-Pension Identification Card.

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c. Lost cards shall be reported immediately and replaced at cost to the employee. Upon separation from service, an employee shall not receive the employee's final paycheck until the employee has returned the identification card issued, or has submitted an appropriate affidavit of loss.

Section 5.

Any employee who is promoted or who is affected by an individual change in title or rate of compensation of an adverse nature shall be notified in writing no later than two (2) weeks after the effective date of such promotion, change in title, or rate of compensation. Present agency agreements on this subject shall not be affected by this Section.

Section 6.

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

Section 7.

Agencies shall be authorized to establish and maintain imprest funds for the reimbursement to employees of all necessary carfare, telephone, automobile and meal expenses and such other types of expenses as the Comptroller may approve. The funds shall be administered in accordance with the rules and regulations of the Comptroller. Authorized carfare and telephone expenses shall be reimbursed within one month of submission of an appropriate claim for reimbursement.

Section 8.

a. In the event of an overpayment to an employee which is agreed by both parties to be erroneous, the employer shall not make wage deductions for recoupment purposes in amounts greater than: 10% if the employee's gross pay is under $17,500. 15% if the employee's gross pay is $17,500 or over and under $32,500, and 25% if the employee's gross pay is $32,500 or more. In the event the employee disputes the alleged erroneous overpayment, the employee or the union, except as provided in Section 8(b) may appeal to the Office of Labor Relations ("OLR") within 20 days of a notice by the employer of

its intent to recoup the overpayment and no deduction for recoupment shall be made until OLR renders a decision, which decision shall be final. Nothing contained above shall preclude the parties or affected individuals from exercising any rights they may have under law.

b. In the event of a dispute by an employee of the Health and Hospitals Corporation ("HHC") concerning an alleged erroneous overpayment, the employee shall send notice of the appeal to both OLR and HHC's Office of the Vice President for Human Resources within 20 days of the notice by HHC of its intent to recoup said overpayment.

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HHC will attempt within 21 days to resolve the dispute and execute a stipulation of settlement. Copies of any such stipulation of settlement shall be sent to the employee, the Union, and the OLR. If after 21 days the dispute remains unresolved or upon notification by HHC that no resolution can be reached, the OLR shall render a decision pursuant to Section 8(a).

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

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d. In lieu of wage deductions for recoupment purposes, the Employer may, with the consent of the employee, make deductions from the employee's annual leave or compensatory leave banks.

Section 9.

Any employee who is required to take a medical examination to determine if the employee is physically capable of performing the employee's full duties, and who is found not to be so capable, shall, as far as

practicable, be assigned to in-title and related duties in the same title during the period of the employee's disability. If a suitable position is not available, the

Employer shall offer the employee any available opportunity to transfer to another title for which the employee may qualify by the change of title procedure followed by the New York City Department of Citywide Administrative Services pursuant to Rule 6.1 .1 of the Personnel Rules and Regulations of the City of New York or by noncompetitive examination offered pursuant to Rule 6.1.9 of the Personnel Rules and Regulations of the City of New York.

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

Section 10.

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

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

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

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Section 11.

The Employer shall make every reasonable effort to provide adequate notice of employee salary garnishments.

Section 12.

No employee shall receive a lower basic salary rate following promotion than the basic salary rate received preceding the promotion.

Section 13.

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

Section 14.

For the purposes of this Agreement employees in all classes of positions not yet classified by the appropriate competent body shall be presumptively covered by the terms of this Agreement pending final classification of the affected class of positions.

Section 15.

The Employer shall provide a copy of this Agreement to all covered agencies.

Section 16.

Employees who purchase meals served in any facility run by the Employer shall pay fifty percent (50%) of the then total direct costs of such meals.

Section 17.

The Employer shall distribute material describing pension benefits and provisions under the Coordinated-Escalator Retirement Plan (CO-ESC Plan) to all newly hired employees at the time of appointment by the employing Agency.

Section 18.

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

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

Section 19.

When a permanent employee is summoned to an interview which may lead to a disciplinary action and which is conducted by someone outside the normal supervisory chain of command, the following procedure shall apply:

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a. Employees who are summoned to the appropriate office of their agency shall be notified, whenever feasible, in writing at least two (2) work days in advance of the day on which the interview or hearing is to be held, and a statement of the reason for the summons shall be attached, except where an emergency is present or where considerations of confidentiality are involved.

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b. Whenever such an employee is summoned for an interview or hearing for the record which may lead to disciplinary action, the employee shall be entitled to be accompanied by a Union representative or a lawyer, and the employee shall be informed of this right. Upon the request of the employee and at the discretion of the Inspector General, the Inspector General may agree to the employee being accompanied by a lawyer and a Union representative. Such permission shall not be unreasonably denied. If a statement is taken, the employee shall be entitled to a copy.

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c. Wherever possible, such hearings and interviews shall be held in physical surroundings, which are

conducive to privacy and confidentiality.

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d. This Section shall not alter the provisions of any existing unit Agreement which contains a more beneficial procedure.

Section 20.

a. Upon the conclusion of an investigation conducted pursuant to Executive Order 16. dated July 26, 1978, the summoned employee shall be entitled, upon request, to a copy of any sworn statement the employee has given to an Inspector General or the Inspector General's designee or representative.

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b. Upon the conclusion of an investigation conducted pursuant to Executive Order 16, dared July 26, 1978, an employee who has been notified that he or she has been the subject of said investigation, shall, upon the employee's request, be advised of its disposition..

Section 21.

Certified Unions shall be provided with a copy of the applicable personnel rules. Regulations, policies and procedures as distributed by the agency.

Section 22.

At the time of the final approval of an agreement, the Employer shall notify NYCERS of an adjustment in compensation to be included in retirement benefits.

Section 23.

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

Section 24. Full-time Per Diem

Employees

The Alternative Career and Salary Pay Plan shall be amended to permit employees appointed on a full-time per diem basis to receive their base salary (including salary increment schedules) and/or additions-to-gross payments in the same manner as a full-time per annum employee. subject to the conditions listed below:

a. In order to qualify, a per diem employee must, at the time of appointment, be assigned to regularly work the normal full-time work week established for such per annum title as listed in Appendix A of the Citywide Agreement ("full-time basis") and ***must*** continue to regularly work the normal full-time work week established for such per annum title.

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b. For the purpose of salary increment schedules or additions-to-gross payments based on active service (including: experience differentials, longevity differentials, longevity increments, recurring increment payments and service increments), the qualifying service for these provisions shall commence with the original date of appointment on a fulltime basis, provided the employee has no break in service ***** of more than 31 days. Employees with a break in service shall be deemed newly hired and only service subsequent to such break shall be credited.

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c. Except as may otherwise be provided by an agreement applicable to the employees title, assignment differentials, certification differentials, educational differentials, license differentials, uniform allowances and uniform maintenance allowances shall be paid from the original date of appointment on a full-time basis.

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d. For purposes of calculating the seniority of employees appointed prior to December 5, 1999, the seniority date shall be deemed their original date of appointment on a full—line basis. However, no benefits granted in this Section 24 are payable prior to December 5, 1999.

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e. These provisions shall only apply to an employee hired on a temporary basis pursuant to Rule 5.4 of the Personnel Rules and Regulations of the City of New York if such employee has worked the normal full-time work week established for the per annum title for one full year (52 weeks) without a break in

service* of more than 31 days and continues to regularly work such normal full-time work without a break in service of more than 31 days.

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f. These provisions shall take effect December 5, 1999.

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See Article I, Section 5(e).

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Section 25. Notice of Major Renovations

Effective November 26, 1999, Agencies shall give the Union notice two weeks in advance of the commencement of any major renovation (i.e., funded through the Capital Budget) of an agency facility

Section 26. Functional Transfers

a. For the purposes of Article XVI (Disciplinary Procedure for Provisional Employees), time served immediately prior to a functional transfer of a provisional employee in the employee's former agency shall count as time served in the employee's new agency.

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b. For the purposes of Article XVII (Job Security), time served immediately prior to a functional transfer of a non-competitive or labor class employee in the employee's former agency shall count as time served in the employee's new agency.

Section 27. Metrocards

As soon as administratively feasible, the City with the Union's participation shall implement procedures enabling employees to purchase Metrocards through pre-tax payroll deductions.

Section 28. Conflict of Interest Board Submissions

When permitted by law, the Employer may withhold the final paycheck of an employee who is required by law to file a report with the Conflict of Interest Board upon the termination of employment until the employee has submitted such report.

ARTICLE X - EVALUATIONS AND PERSONNEL FOLDERS

(Click here to go back to index)

Section 1.

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An employee shall be required to accept a copy of any evaluatory statement of the employee's work performance or conduct prepared during the term of this Agreement if such statement is to be placed in the employee's permanent personnel folder whether at the central office of the agency or in another work location. Prior to being given a copy of such evaluatory statement, the employee must sign a form which shall indicate only that the employee was given a copy of the evaluatory statement but that the employee does not necessarily agree with its contents. The employee shall have the right to answer any such evaluatory statement filed and the answer shall be attached to the file copy. Any evaluatory statement with respect to the employee's work performance or conduct, a copy of which is not given to the employee, may not be used in any subsequent disciplinary actions against the employee. At the time disciplinary action is commenced, the Employer shall review the employee's personnel folder and remove any of the herein-described material which has not been seen by the employee.

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

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Section 2.

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

ARTICLE XI - CIVIL SERVICE, CAREER DEVELOPMENT

(Click here to go back to index)

Section 1.

When vacancies in promotional titles covered by this Agreement are authorized to be filled by the appropriate body and the agency with such vacancies decides to fill them, a notice of such vacancies shall be posted in all relevant areas of the agency involved at least five (5) working days prior to filling except when such vacancies are to be filled on an emergency basis. Present agency agreements on this subject shall not be affected by this Section.

Section 2.

a. The duly certified union representative shall be given a copy of proposed changes in job specifications for any title certified to such union for its perusal at least seven (7) working days in advance of the final approval of such changes.

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b. Notice of final revisions shall be distributed to all affected agencies and shall be posted in appropriate areas for thirty (30) days.

Section 3.

The Employer's contribution to all existing and any newly negotiated Training Fund agreements may be applied, by the agreement of the parties, to a mutually agreed upon Training Trust Fund for the purpose of establishing and administering plan to provide opportunities for training and education for covered employees beyond those provided by the Department of Citywide Administrative Services. The Training Trust Fund shall plan, administer, and coordinate all training programs to be financed by the Training Fund. Such training programs shall be designed to increase the effectiveness and efficiency of employees covered by the agreement and to prepare such persons for advancement and upgrading.

The Training Trust Funds and training programs shall be subject to fiscal audit by the Comptroller of the City of New York and to prior approval and performance audit by the Department of Citywide Administrative Services.

All factual data necessary to evaluate the programs shall be furnished to the Department of Citywide Administrative Services by the Training Trust Fund. The Department of Citywide Administrative Services shall respond within thirty (30) days stating its objection, if any, to the proposed program.

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Section 4.

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After promotion, if an employee is returned to his/her former title in accordance with existing Personnel Rules and Regulations of the City of New York, the employee may request of the Employer a conference to discuss the basis for the employee's return to the former title. The Employer's decision is neither arbitrable nor reviewable under the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation.

Section 5.

An employee on a promotion list who is on a leave of absence without pay shall be notified prior to promotions being made past the employee's list number at the last address of record on file with the City Department of Citywide Administrative Services or the Office of Personnel Management of the Health and Hospitals Corporation.

Section 6.

Time served by an employee in a higher assignment level of the employee's permanent title shall count towards the lock-in of the employee's salary at a lower level of that title.

Section 7.

The hiring agency or Department of Citywide Administrative Services, as applicable, shall notify all eligibles at least one week in advance of scheduled hiring or promotional pools or interviews from civil service lists.

ARTICLE XII - UNION RIGHTS

(Click here to go back to index)

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Section 1.

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

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

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

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Section 2.

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Each certified union shall have reasonable access to its dues check-off authorization cards in the custody of the employer.

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Section 3.

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When an employee transfers from one agency to another, but remains in the same bargaining unit, the employee shall continue to be covered by the same dues check-off authorization card and not be required to sign another authorization card. The agency where the employee was formerly employed shall transfer the check-off authorization card to the employee's new agency.

The Employer will issue an appropriate administrative instruction to all agencies to insure compliance with this Section.

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Section 4.

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When an employee is promoted or reclassified to another title certified to the same union as the employee's former title, the dues check-off shall continue uninterrupted. The Employer will issue an

appropriate administrative instruction to all agencies to insure compliance with this Section.

Section 5.

When an employee returns from an approved leave of absence without pay, is reappointed or temporarily appointed from a preferred list to the same agency in the same title or in another title represented by the same certified union, any dues check-off authorization in effect prior to the approved leave or the layoff shall be reactivated. The Employer will issue an appropriate administrative instruction to all agencies to insure compliance with this Section.

Section 6.

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

Section 7.

a. District Council 37 or any other certified union represented by D.C. 37 for the purposes of this Agreement which elects to participate in a separate segregated fund established pursuant to applicable law, including Title 2 USC, Section 441b, to receive contributions to be used for the support of candidates for federal office shall have the exclusive right in conformance with applicable law to the checkoff for such political purposes in a manner as described in a supplemental agreement hereby incorporated by reference into this Agreement.

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b. Any eligible employee covered by this Agreement may voluntarily authorize in writing the deduction of such contributions from the employee's wages for such purpose in an authorization form acceptable to the employer which bears the signature of the employee.

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c. A copy of the Summary Annual Report to the Federal Elections Commission ("FEC") of each fund shall be submitted by the appropriate participating union to the Comptroller and OLR at the time of its submission to the FEC.

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ARTICLE XIII – WELFARE FUNDS

(Click here to go back to index)

Section 1.

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a. Welfare fund contributions shall remain uniform for those employees whose respective certified unions have elected to receive the uniform contributions provided by this Article. Upon the execution of an election, welfare fund contributions shall be made uniform for those employees whose respective certified unions have not heretofore elected the uniform contributions. Under such election, welfare fund contributions shall be permanently reserved for citywide bargaining. This shall not, however, preclude the right of any certified union to bargain for welfare fund coverage for groups of employees not now included in welfare fund agreements.

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b. Effective January 1, 1979, District Council 37 or any of its affiliated locals or any other certified union which elects to be covered by this Section, shall be entitled to receive such separate contributions as may be provided in this Agreement for welfare, training and legal services benefits, as a single contribution. This contribution shall be paid by the Employer into a trusted administrative Benefits Fund Trust and shall be held by the trustees of that fund for the exclusive purpose of providing, through other

funds, welfare, training and legal service benefits for the employees so covered as well as any other benefits as the Employer and the certified union may agree upon. Such administrative Benefits Fund Trust contribution by the Employer shall be subject to a separate agreement between the Employer and the union. Such agreement shall include among its provisions that the Employer shall continue to have the right to review and approve the distribution of funds to and the level of benefits provided by the individual funds.

The individual funds shall also continue to be subject to a separate agreement between the Employer and the union.

In those instances where the contributions for welfare, training and legal service benefits derive from more than one unit agreement and those unit agreements are not uniform as to each other with respect to the aforesaid contributions, the Employer shall have no obligation to comply with the immediately above paragraph unless and until each particular unit agreement contains a provision agreeing to waive the relevant contribution provided for in the unit agreement in question.

Section 2. Full-Time Employees:

a. For those- full-time employees who are in a welfare fund whose certified union has elected the uniform contribution rates pursuant to Section 1 of this Article XIII, the Employer shall contribute in the pro-rata annual amounts set forth below, effective the dates indicated below, per full-time employee for remittance to the Welfare Fund, subject to a signed separate trusted fund agreement between the Employer and the Union.

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Effective Date:	**Amount:**

July 1, 1995	$1,125[1]
July 1, 1996	$1,125
March I, 1998[2]	$1,200
June 1, 1999[3]	$1,275

I. The contribution paid to each applicable welfare fund on behalf of fujl4ime per annum employees shall be reduced by a one-time amount of one hundred dollars (S 100) for each such full-time per annum employee who was eligible for welfare fund benefits on July I, 1995.

2. For employees covered by Unit Agreements with a commencement date of January I, 1995 the effective date shall be December I, 1997

3. For employees covered by Unit Agreements with a commencement date of January 1,1995 the effective date shall be March 1,1999.

b. Effective July 31, 1999, the Employer shall make a one hundred dollar ($100) one-time payment to each Welfare Fund on behalf of each full-time per annum employee who, pursuant to Section 2(a), is receiving benefits on July 31, 1999.

Section 3.

a. For each part-time per annum, hourly, per diem, per session and seasonal employee who is covered by a welfare fund whose certified union has elected the uniform contribution rates pursuant to Article XIII, Section 1 of the Citywide Agreement, and who works on a regular basis at least one half the regular hours of full-time employees in the same title and who is not otherwise eligible for a welfare fund contribution in said employee's behalf, the Employer shall contribute in the pro-rata annual amounts set forth below, effective the dates indicated below, per employee for remittance to the Welfare Fund, subject to a signed separate trusted fund agreement between the Employer and the Union.

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Effective Date:	**Amount:**
July 1, 1995	$642.86 [1]
July 1, 1996	$642.86
March 1, 1998 [2]	$685.71
June 1, 1999[3]	$728.57

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I. The contribution paid to each applicable welfare fund on behalf of part-time

per annum, hourly, per diem, per session and seasonal employees shall be reduced by a one-time amount of $57.14 for each such par-time per annum. hourly, per diem, per session and seasonal employee who was eligible for welfare fund benefits on July I, 1995.

2. For employees covered by Unit Agreements with a commencement date of January I, 1995 the effective date shall be December I, 1997.

3. For employees covered by Unit Agreements with a commencement date of January 1, I99Stheeffectivedateshallbe March 1.1999.

b. Effective July 31, 1999, the Employer shall make a fifty-seven dollar and fourteen cents ($57.14) one-time payment to each Welfare Fund on behalf of each part-time per annum, hourly, per diem, per session and seasonal employee who pursuant to Section 3(a), is receiving benefits on July 31, 1999.

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c. If no full time equivalent title exists, then the minimum number of hours required to b eligible to receive a contribution pursuant to this Section shall be based on the nature of employment as follows:

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White Collar Employment	17 ½ hours per week
Blue Collar Employment	20 hours per week

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Section 4.

a. For employees separated from service subsequent to June 30, 1970 who were in a welfare fund subject to the provisions of the above Sections 2 and 3 at the time of such separation, the Employer shall, subject to a signed separate agreement between the Employer and the Union, contribute to the Welfare Fund on the same contributory basis as incumbent employees.

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b. The per annum contribution rates paid on behalf of employees separated from service to a welfare fund which covers such employees and the one-time lump sum payment (for such employees who are receiving benefits on July 31, 1999) shall be adjusted in the same manner as the per annum contribution rates for other employees are adjusted pursuant to Sections 2 and 3.

–

c. Contributions shall be made only for such time as said individuals remain primary beneficiaries of the New York City Employee Health Benefits Program and are entitled to benefits paid for by the Employer through such Program or are retirees of the New York City Employee's Retirement System who have completed at least five (5) years of full-time service with the City.

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Section 5.

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For those employees who are covered by any other welfare fund and whose certified union elects the uniform contributions provided in this Article, the Employer shall make an equal contribution for remittance to such welfare fund subject to a separate agreement between the Employer and such Union.

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Section 6.

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a. District Council 37 and certified unions which elect to be covered by the uniform contributions provided for in this Article shall make every reasonable effort to publicize and disseminate to all employees covered under their respective welfare funds, whether members of the Union or not, full and complete information concerning the provisions thereof, including but not limited to, the following matters:

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I. benefits provided and eligibility requirements

ii. procedures including the filing of applications, and

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iii. where and when information may be obtained concerning such benefits.

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b. District Council 37 and the other certified unions which elect to be covered by this Article shall furnish information and applications readily and expeditiously to all covered employees on an equal basis.

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Section 7.

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District Council 37 or a certified union which elects to be covered by this Article may allow the welfare fund to utilize an amount not to exceed ten dollars ($10) per employee per year from welfare fund contributions to help defray the costs of health insurance and pension counseling for such employees.

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Section 8.

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a. When a title not previously covered by any welfare fund becomes certified to a union, welfare fund payments shall be made to the appropriate union welfare fund pursuant to the terms of this Article effective the January 1st or July 1st next following the date of petition for certification.

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b. When a title or titles previously covered by the same welfare fund are reclassified, broad banded, or consolidated into new title(s), welfare fund payments shall continue to be made to said welfare fund pursuant to the terms of this Article pending the final decision of the Board of Certification as to the bargaining status of the new title(s).

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c. When there is a certification dispute involving a title not previously covered by any welfare fund or titles previously covered by different welfare funds which have been reclassified, broadbanded, or consolidated into new title(s), such title(s) shall be covered by the Management Benefits Fund pending the final decision of the Board of Certification as to the bargaining status of the title(s).

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d. When a title has been covered by the Management Benefits Fund or a different union welfare fund prior to becoming certified to a union, welfare fund payments shall be made to the appropriate union welfare fund pursuant to the terms of this Article effective the first day of the month sixty (60) days subsequent to the date of actual certification.

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Section 9.

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District Council 37 or a certified union which elects to be covered by this Article may, pursuant to a separate agreement between the Employer and the certified union, utilize a portion of its welfare fund contributions to provide prepaid legal services for employees.

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Section 10.

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a. Training trust funds and welfare funds shall be audited by a certified public accountant to be selected by the trustees of such fund and at the expense of the respective fund The results of such audits shall be submitted promptly to the Comptroller of the City of New York and such funds shall be subject to further audit by the Comptroller.

1. In lieu of the annual report to the Comptroller required by the separate welfare fund agreement between the Employer

and the certified union, the welfare fund may submit a copy of its ERISA filing.

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Section 11.

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Where an employee is suspended without pay for disciplinary reasons and is subsequently restored to full pay status as of the effective date of the suspension, the Employer shall make any necessary contributions to the welfare fund covering such employee to permit said employee to receive full welfare fund and New York City Employee Health Benefits Program Insurance coverage for the period of the suspension.

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Section 12.

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The Unions have agreed 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.

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ARTICLE XIV - OCCUPATIONAL SAFETY

AND HEALTH

(Click here to go back to index)

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Section 1.

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The Employer shall establish a Citywide Occupational Safety and Health Committee, the members of which shall be appointed by the Mayor and shall include union representation. The Director of the Citywide Office on Safety and Health shall serve, ex officio, as Chairperson of this Committee.

The Citywide Occupational Safety and Health Committee shall recommend citywide employee safety and health policy to the Mayor and shall assume the duties and responsibilities of the Occupational Safety and Health Planning Task Force created by Mayor's Executive Order No. 58, dated May 6, 1976, and shall also assume the citywide safety responsibilities of the City

Director of Personnel contained in Mayor's Executive Order No. 109, dated August 28. 1969. In addition, this Committee shall act as the City's liaison with Federal and State Agencies, in efforts to obtain grants to finance City employee safety and health programs and shall perform any additional tasks assigned by the Mayor.

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Section 2.

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

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

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

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d. A Labor Management Health and Safety Committee shall be established in each agency. Each committee shall be composed of not less than three nor more than five labor representatives designated by the Union and not more than an equivalent number of management representatives designated by the agency. The appropriate number of such representatives shall be determined jointly. If agreement on the number cannot be reached such number shall be determined by the Commissioner of Labor Relations.

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The Committee shall meet at least quarterly and shall meet at the written request of the labor or the management representatives for the purpose of discussing health and safety problems in the agency and making recommendations for their resolution to the agency head. The written request for such a meeting shall indicate the specific condition for which the meeting is called.

In addition to the above described committee, sub-committees may be established on an ad hoc basis upon agreement of the parties.

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

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f. In construing this Section, an arbitrator shall initially have the power only to decide whether the subject facilities meet the standards of subsection (a) of this Section 2 but may not affirmatively direct how the Employer should comply with this Section. If the arbitrator determines that the Employer is in violation of this Section, the Employer shall take appropriate steps to remedy the violation. If in the opinion of the Union the Employer does not achieve compliance within a reasonable period of time, the Union may reassert its claim to the arbitrator. Upon such second submission, if the arbitrator finds that the Employer has had a reasonable time to comply with the terms of this Section and has failed to do so, then and only then, the arbitrator may order the Employer to follow a particular course of action which will effectuate compliance with the terms of this Section. However, such remedy shall not exceed appropriations available in the current budget allocation for the involved agency for such purposes.

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

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

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i. The Employer shall provide to the Municipal Labor Committee a copy of the results of environmental testing by the City of a City worksite and statistics resulting from special medical testing of employees.

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ARTICLE XV - ADJUSTMENT OF DISPUTES

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(Click here to go back to index)

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Section 1.

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The term “grievance” shall mean a dispute concerning the application or interpretation of the terms of this Agreement.

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Section 2.

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The grievance procedure shall be as follows:

STEP I The employee and/or the Union shall present the grievance in writing to the person designated by the agency head for such purpose, not later than one hundred twenty (120) days after the date on which the grievance arose. The employee may also request an appointment to discuss the grievance. The person designated to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall reply in writing by the end of the third workday, following the date of submission.

STEP II An appeal from an unsatisfactory determination at STEP I 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 1. The appeal must be made within five (5) working days of the receipt of the Step I determination. The agency head or the agency head's designated representative if any, shall meet with the employee and/or the Union for review of the grievance and shall issue a written determination 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. 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 from STEP II determinations and shall make and issue a written determination within fifteen (15) working days following the date on which the appeal was filed.

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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 therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accordance with the Title 61 of the Rules of the City Of New York (formerly referred to as the Consolidated Rules of the Office of Collective Bargaining). The costs and fees of such arbitration shall be borne equally by the Union and the Employer.

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A transcript of all arbitration hearings shall be taken unless the taking of a transcript is waived by both parties. The cost of one copy of the transcript for each party and for the arbitrator shall be borne equally by the parties.

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Both the Employer and the Union will request the arbitrator to make every reasonable effort to issue the decision within thirty (30) days. The arbitrator's decision, order or award shall be limited to the application and interpretation of this Agreement, and the arbitrator shall not add to, subtract - from or modify this 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. An 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.

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Section 3.

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As a condition to the right of a Union to invoke impartial arbitration set forth in this Article, the employee or employees and the Union shall be required to file with the Director of the Office of Collective Bargaining a written waiver of the right, if any, of the employee or 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.

Any grievance of a general nature affecting a large group of employees and which concerns the claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this Agreement shall be filed at the option of the Union at STEP III of the grievance procedure, without resort to previous steps.

Section 5.

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

Section 6.

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

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Section 7.

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The Employer shall notify the Union in writing of all grievances filed by employee& all grievance

hearings, and all determinations. The Union or a public employee organization which has been designated by the Union to represent the grievant or grievants shall have the right to have a representative present at any grievance hearing and shall be given forty-eight (48) hours' notice of all grievance hearings.

Section 8.

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

Section 9.

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

Section 10. FLSA Dispute Procedure

a. Any dispute, controversy or claim concerning or arising out of the application or - interpretation of the Fair Labor Standards Act ("ELSA Controversy") shall be submitted by a claimant in accordance with this section.

b. Any FLSA Controversy must be presented in writing and in the form prescribed by the FLSA Panel no later than sixty days after the date on which such FLSA Controversy arose.

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c. i. Any FLSA Controversy arising out of a claimed wrongful computation of benefits shall be submitted by an employee in writing to the applicable agency head or designee for review and resolution. A copy shall also be submitted to the Office of Labor Relations and to the Union. The agency shall have thirty days to resolve the matter and issue a written decision; such period may be extended by mutual agreement of the parties.

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ii. If the matter is not satisfactorily resolved at the agency level, the claimant may, within two weeks after receipt of the agency determination, appeal the matter to the ELSA Panel in writing.

d. The ELSA Panel shall consist of a representative designated by the Municipal Labor Committee and a representative designated by the Commissioner of the Office of Labor Relations of the City of New York. The ELSA Panel shall establish appropriate forms and procedures to promptly review and resolve all FLSA Controversies submitted to it.

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e. Any ELSA Controversy arising out of the classification of a position or group of positions as exempt or non-exempt from the ELSA shall be submitted by an employee in writing to the FLSA Panel.

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A cop of any ELSA Controversy concerning a HLHC title which is submitted to the ELSA Panel pursuant to this Section 10(e) shall be forwarded immediately by the Panel to the HHC's Office of Vice President for Human Resources. If the Panel deems it necessary to the proper resolution of said FLSA Controversy, it shall consult with I{HC prior to issuance of its determination.

The Panel shall take any steps necessary for a proper disposition of any FLSA Controversy and shall issue a written determination within sixty days following the date of submission thereof. The FLSA Panel's time may be extended by mutual agreement of the parties. The decision of the Panel shall be final.

f. Notwithstanding the provisions of this Section 10, the submission of a dispute by an employee under this procedure shall not constitute a waiver of the employee's rights under the FLSA.

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Section 11. VDT Operators Dispute Procedure

For purposes of this Section 11, the term “grievance” shall mean a dispute concerning the application or misinterpretation of Article XVIII. Employees may at any time informally discuss with their supervisors a matter which may become a dispute. If the results of such a discussion are unsatisfactory, the Union may present the grievance at STEP 1.

STEP I The Union shall present the grievance in the form of a memorandum to the person designated for such purpose by the Commissioner of Labor Relations no later than 120 days after the date on which the dispute arose except a dispute concerning employees of the Health and Hospitals Corporation shall be filed directly at STEP 1(a) of this dispute procedure. The Commissioner of Labor Relations or the Commissioner’s designee shall investigate the grievance and shall issue a determination within thirty (30) work days of the receipt of the grievance, except, a determination involving a dispute arising pursuant to subsections 5(f) and 5(g) of Article XVIII or an appeal - from STEP 1(a) shall be issued within fifteen (15) work days following the date of its receipt.

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STEP 1(a) **Health and Hospitals Corporation Only:**

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The Union shall present the grievance in the form of a memorandum to the person designated for such purpose by the New York City Health and Hospitals Corporation’s vice President for Human Resources no later than 120 days after the date on which the dispute arose. The Vice President for Human Resources or the vice President’s designee shall investigate the grievance and shall issue a determination within thirty (30) work days of the receipt of the grievance. An appeal from an unsatisfactory determination at 5rEP 1(a) shall be presented in writing to the Commissioner of Labor Relations or the Commissioner’s designee within ten(10) work days of the receipt of the STEP 1(a) determination.

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STEP 2 An appeal from an unsatisfactory determination at STEP I may be brought by the Union to the Office of Collective Bargaining for impartial arbitration within fifteen (15) work days of receipt of the STEP 1 determination. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a grievance”. The Employer shall

commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accordance with the Consolidated Rules of the Office of Collective Bargaining. The costs and fees of such arbitration shall be borne equally by the Union and the Employer.

Both the Employer and the Union will request the arbitrator to make every reasonable effort to issue the decision within thirty (30) days. The arbitrator's decision, order or award (if any) shall be limited to the application and interpretation of the Article XVIII and the arbitrator shall not add to, subtract from or modify said Article. The arbitrator's award shall be final and binding and enforceable in any appropriate tribunal in accordance with Article 75 of the Civil Practice Law and Rules. The arbitrator may provide for and direct such relief as the arbitrator deems necessary and proper, subject to the limitations set forth above and any applicable limitations of Law.

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

ARTICLE XVI- DISCIPLINARY PROCEDURE FOR PROVISIONAL EMPLOYEES

(Click here to go back to index)

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When a claimed wrongful disciplinary action has been 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, the following procedure shall govern upon service of written charges of incompetence or misconduct:

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STEP A Following the service of written charges, a conference with such employee shall he 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. 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.

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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.

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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) workdays 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 0.

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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.

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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.

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ARTICLE XVII - JOB SECURITY

(Click here to go back to index)

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Section 1. General Layoff Provisions

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Where layoffs are scheduled affecting full-time employees in competitive class, non-competitive class, and labor classes the following procedures shall be used:

See Article I, Section 5(e).

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a. Notice shall be provided by the Office of Labor Relations to the appropriate union(s) not less than thirty (30) days before the effective dates of projected layoffs. Such notification(s) shall apply to all proposed layoffs and shall include a summary by layoff unit of the number of affected positions by title (including title code number and civil service status) and shall also include in addition to the above information the name, social security number, city start date, and title start date of each affected employee.
It is understood by the parties that such notice is considered to be preliminary and is subject to change during the 30 days notice period. However, if new tide(s) which were not part of the original notice are added to the proposed layoff notice or the number of

employees in title(s) contained in the original notice is increased beyond the number in the original notice, an additional 30 days notice will be given to the affected union(s) covering solely such additional title(s) or numbers, except, such additional 30 days notice shall not apply to employees displaced by the “bumping” provisions mandated by the Civil Service Law or by appointments from special transfer, preferred, or other civil service lists. The parties may waive such additional notice by mutual consent.

b. Within such 30-day period designated representatives of the Employer will meet and confer with the designated representatives of the appropriate union with the objective of considering feasible alternatives to all or part of such scheduled layoffs, including but not limited to:

i. the transfer of employees to other agencies with retraining, if necessary,

consistent with Civil Service law but without regard to the Civil Service title,

II. the use of Federal and State funds whenever possible to retain or re-employ

employees scheduled for layoff,

iii. the elimination or reduction of the amount of work contracted out to independent

contractors, and

iv. encouragement of early retirement and the expediting of the processing of

retirement applications.

c. After meeting and conferring with the designated representatives of the appropriate union, the Employer shall have the right, when necessary, to transfer any employee, in lieu of layoff, from one agency to another provided such transfer is within tide (and the employee meets all the legal requirements of the new position) and is being made without loss in pay, benefits, or seniority to the affected employee. The following procedure shall govern:

i. Volunteers in order of title seniority.

ii. Non-volunteers in order of title seniority among those who would otherwise have to be laid off in the agency from which the transfer is being made.

Section 2. Competitive Class Preferred Lists

a. When a layoff occurs, the Employer shall provide to the appropriate bargaining representative a list of permanent competitive class employees who are on a preferred list with the original date of appointment utilized for the purpose of such layoff.

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b. A laid off employee who is returned to service in the employee's former tide or in a comparable title from a competitive class preferred list, shall receive the basic salary rate that would have been received by the employee had the employee never been laid off, up to a maximum of two (2) years of general salary increases.

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Section 3. Non-Competitive Class and Labor Class Layoff Procedures

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a. If budgetary restrictions, consolidations or abolition of functions or other curtailment of activities result in the abolition of non-competitive class or labor class positions, the suspension among the incumbents in the same class of positions shall be made in inverse order of their original appointment to the agency in the subject class of positions.

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b. The date of original appointment shall be the first date of appointment followed by continuous service up to the time of the abolition or reduction of positions.

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c. An employee who had been terminated from the subject class of positions and who was reappointed in the affected class of positions within one year thereafter shall for the purposes of this Section be deemed to have continuous service.

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d. A period of an authorized leave of absence without pay or any period during which an employee is suspended from the employee's position pursuant to this Section shall not constitute an interruption of continuous service for the purposes of this Section.

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e. In the case of non-competitive or labor class employees, the Employer may determine the layoff unit (agency, unit of appropriation, department, bureau, division, or other clearly identifiable subdivision). In such case, layoff shall be made from among incumbents in the same class of positions in each such layoff unit.

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f. If the Employer designates a subdivision smaller than a unit of appropriation, department, bureau, or division as a non-competitive layoff unit or smaller than a unit of appropriation as a labor class layoff unit, the affected union may appeal such designation within 3 days of the receipt of the layoff notice to Commissioner of Citywide Administrative Services who will issue a final and binding determination within 3 days of the receipt of such appeal.

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g. Employees in affected tides in the layoff unit shall be laid off in the following order:

i. All employees in probationary status in the same title. Among them, layoff shall

be in inverse order to date of original appointment.

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ii. All employees who have satisfactorily completed their probationary periods in the

same title. Among them, layoff shall be in inverse order to date of original

appointment.

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Section 4. Non-Competitive Class and Labor Class

Recall Procedures

a. In the event of layoff the Employer shall place the names of affected non-competitive or labor class employees on a recall list.

b. i. The Employer shall certify such recall list for filling non-competitive vacancies in the same class of positions in the unit of appropriation from which the suspensions were made, and for labor class vacancies in the same class of positions in the agency from which the suspensions were made, and for which the Commissioner of Citywide Administrative Services determines they qualify. The parties may waive the terms contained in this paragraph by mutual consent.

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ii. Effective November 26, 1999, the following subsection shall supercede subsection 4(b)(i):

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For filling non-competitive vacancies in the same class of positions from which

the layoffs were made and for which the Commissioner of Citywide

Administrative Services determines such laid off employees are qualified, the

Employer shall certify such recall list to the agency from which the layoffs were

made. For filling labor class vacancies in the same class of positions from which

the layoffs were made, the Employer shall certify such recall list on a citywide

basis. The parties may waive the terms contained in this paragraph by mutual

consent.

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c. Persons on the recall list shall be called for reinstatement in the order of their original date of appointment and upon the occurrence of a vacancy in an appropriate position in the recall unit shall be

certified in seniority order. The eligibility for reinstatement of a person on such a recall list shall not continue for a period longer than four years from the date of separation.

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d. No person suspended or demoted prior to completing his/her probationary term shall be certified for reinstatement until the exhaustion of all other eligibles on the recall list and shall be required to complete his/her probationary term upon reinstatement.

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e. Failure or refusal to accept reinstatement from recall lists to vacancies in the same class of positions shall be deemed relinquishment of eligibility and the employee's name shall be removed from the list.

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f. A person reinstated from a recall list to his/her former class of positions shall receive at least the same salary he/she was receiving at the time of suspension.

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g. Notwithstanding any other provisions of this Section, the Employer may, to the extent permissible by law, disqualify for reinstatement and remove from a recall list the name of any eligible who is physically or mentally disabled for the performance of the duties of the position for which such list is established, or who has been guilty of such misconduct as would result in dismissal.

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Section 4. Applicability

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These procedures shall not apply in those agencies where layoff procedures already exist unless

specifically agreed to by the Union and affected agencies.

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ARTICLE XVIII- VDT OPERATORS

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Section 1. Applicability:

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Except as otherwise specifically indicated in this Article XVIII, the terms “employee” and “employees shall mean only a full-time worker who regularly and for continuous periods of time operate VDT terminals 20 hours or more per week.

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Section 2. Alternative Work Break:

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Employees covered by this Article shall not be required to continuously operate a VDT terminal for more than two (2) consecutive hours without an assignment to alternative work of a visually less demanding nature for a period of not less than fifteen (15) minutes. Meal periods and any previously established rest periods shall count towards meeting the requirement for alternative work, but this provision shall not be construed as providing any additional non-work break time. The provisions of this Section shall also apply to part time employees subject to the terms of the Citywide Agreement who regularly and for continuous periods of time operate VDT terminals 20 hours or more per week.

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Section 3. Alternative Work:

a. Upon submission of proof satisfactory to the agency head or the agency head's designee that an employee covered by this Article is physically incapable from operating a VDT terminal due to injury, disability, or pregnancy, the Employer shall make every effort to assign such employee to appropriate, alternative duties in the same title for the period of such disability, provided that such temporary assignments shall not be required to exceed one year. If a suitable position is not available, the Employer shall offer the employee any available opportunity to transfer to another title for which the employee may qualify by the change of title procedure followed by the New York City Department of Citywide Administrative Services pursuant to Rule 6.1 .1. of the Personnel Rules and Regulations of the City of New York or by non-competitive examination offered pursuant to Rule 6.1.9. of the Personnel Rules and Regulations of the City of New York or Rule 4.1.8 of the Health and Hospitals Corporation Personnel Rules and Regulations.

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

Section 4. Training:

The Citywide Office of Occupational Safety and Health, and the Union shall jointly develop a module on VDT operational safety for inclusion in agency orientational training programs. In the Health and Hospitals Corporation, such training module shall be developed by Human Resources (in conjunction with the Corporate Office of Occupational and Environmental Health Services) and the Union. Such training module shall also be offered to current employees as part of any regular Right to Know Training

given in the normal course of business. The provisions of this Section 4 shall apply to all employees subject to the terms of the Citywide Agreement regardless of the number of hours of employment.

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Section 5. VDT and Related Equipment:

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a. A standing VDT Sub-Committee of the Citywide Occupational Safety and Health Committee instituted pursuant to Article XIV, Section 1 of this Agreement, shall be established with joint Employer and Union membership. Such sub-committee shall study, issue, and periodically review procurement and ergonomic standards for VDT's and ancillary furniture and equipment. The joint sub-committee's initial report and recommendations shall be issued within three months of the execution of this Agreement. A separate labor-management committee shall be established in the Health and Hospitals Corporation for such purposes.

b. Procurement and ergonomic standards shall be implemented by Mayoral directive. In the Health and Hospitals Corporation such standards shall be implemented in accordance with existing procedures. Agencies and facilities of the Health and Hospitals Corporation shall purchase new equipment and ancillary furniture and equipment in compliance with the then current Mayoral directive or Health and Hospital Corporation procedure.

c. Agencies shall advise the Union of the installation and proposed utilization of new VDT equipment, and shall make service logs available on a reasonable basis to qualified, authorized Union personnel.

d. Employees may at any time informally discuss alleged violation(s) of this Section with their supervisors. The Union may also seek to resolve any alleged violation(s) of this Section through the agency Labor Management Health and Safety Committees.

e. If a complaint alleging violation(s) of this Section cannot be resolved pursuant to sub section 5(d), such complaint may be filed by the Union in writing with the Director of the Citywide Office of Occupational Safety and Health or the Director's designee, or, in the Health and Hospitals Corporation, the Director of Occupational Health and Environmental Services or the Director's designee, who will investigate such alleged violation(s) and issue a determination within forty-five (45) days of the receipt of the complaint. Upon determination by the Director or the Director's designee that violation(s) has occurred, the affected agency or agencies shall be notified of the nature of the violation(s) and directed to take steps to correct the violation(s) within sixty (60) days. A complaint pursuant to the sub-section must be brought within sixty (60) days of

the initial occurrence of the alleged violation(s).

f. A dispute concerning a determination by the Director of the Office of Citywide Occupational Health and Safety or the Director's designee, or, in the Health and Hospitals Corporation, the Director of Occupational Health and Environmental Services or the Director's designee may be appealed by the Union in writing to the Commissioner of Labor Relations within ten (10) work days of its issuance for resolution pursuant to Article XV, Section 11 of this Agreement.

g. A complaint concerning failure by an agency or agencies to comply with a determination issued by the Director of the Office of Citywide Occupational Health and Safety or the

Director's designee, or, in the Health and Hospitals Corporation, the Director of Occupational Health and Environmental Services or the Director's designee may be filed

with the Commissioner of Labor Relations within ten (10) working days of the expiration of the time limits set forth in sub-section 5(e) for resolution pursuant to Article XV,

Section II of this Agreement

h. The provisions of this Section 5 shall apply to all employees subject to the terms of the Citywide Agreement regardless of the number of hours of employment.

Section 6. Eye Examinations and Corrective Lenses:

a. The parties shall form a joint sub-committee to develop a program related to the provision of eye examinations and corrective lenses for VDT operators. It is understood that said sub-committee shall be charged with developing a program which will operate in the most cost efficient manner possible.

b. The guidelines under which the sub-committee shall study the issues are:

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i. The provision of a base line examination with a follow-up examination every second year.

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ii. The provision of corrective lenses if necessary due to the operation of a VDT

terminal.

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iii. Establishment of a cap on the costs of providing the examinations and lenses.

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iv. Allowance by the Employer to covered employees of up to two (2) hours of time to take the baseline examination and follow-up examinations.

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ARTICLE XIX - NO STRIKE

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

ARTICLE XX - 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 XXI – RESOLUTION

This Agreement shall constitute and be deemed a complete adjustment and settlement of all demands and items presented, and as to all of such demands and items there shall be no further collective bargaining for effectiveness during the period of time from January 1,1995 to June 30, 2001. Nor, during the foregoing period of time, shall the Union engage in any activity for the enactment of any law, the effect of which would increase the monetary cost to the Employer beyond the benefits granted under this Agreement.

ARTICLE XXII- SAV1NGS CLAUSE

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

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