



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
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JAMES F. HANLEY
Commissioner

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES
FROM: JAMES F. HANLEY, COMMISSIONER *James F. Hanley*
SUBJECT: EXECUTED CONTRACT: EMS CHIEFS
TERM: FEBRUARY 19, 2007 TO JANUARY 30, 2011

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

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

DATED: DEC 03 2010

OFFICE OF LABOR RELATIONS	
REGISTRATION	
OFFICIAL	CONTRACT
NO: <u>11002</u>	DATE: <u>DEC 03 2010</u>

EMS CHIEFS AGREEMENT

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11002

AGREEMENT entered into this 3rd day of December, 2010 by and between the City of New York ("Employer"), and the EMS Superior Officers Association ("Union"), for the period from February 19, 2007 to January 30, 2011.

WITNESSETH:

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the covered positions in the bargaining unit as defined in Board of Certification Decision No. 10-2001 dated December 5, 2001, as corrected by Board of Certification Decision No. 4-2002 dated July 9, 2002, and in any successor title(s) that may be certified by the Board of Certification of the Office of Collective Bargaining to be part of the unit herein for which the Union is the exclusive collective bargaining representative:

5305E Supervising Emergency Medical Service Specialist, detailed as Deputy Chief, and Supervising Emergency Medical Service Specialist, detailed as Division Commander

Section 2.

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

ARTICLE II - DUES CHECKOFF

Section 1.

a. The Union shall have the exclusive right to the checkoff and transmittal of dues in behalf of each Employee in accordance with the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "Regulations Relating to the Checkoff of Union Dues" and in accordance with the Mayor's Executive Order No. 107, dated December 29, 1986 entitled "Procedures for Orderly Payroll Checkoff of Union Dues and Agency Shop Fees."

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

Section 2.

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

ARTICLE III - SALARIES

Section 1.

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

b. All salary provisions of this Agreement, including minimum and maximum salaries, are based upon a normal work week of 35 hours.

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

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

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

Section 2.

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

Section 3.

a. Employees assigned to the following details on or after February 19, 2007 shall be paid the following specified annualized salaries:

Supervising Emergency Medical Service Specialist, detailed as Deputy Chief:

	10/10/06	9/19/07	3/19/08	1/31/09	1/31/2010
Maximum	\$76,098	\$78,944	\$82,102	\$85,386	\$88,801
2 nd Step	\$75,010	\$77,815	\$80,928	\$84,165	\$87,532
1 st Step	\$73,924	\$76,689	\$79,757	\$82,947	\$86,265

Supervising Emergency Medical Service Specialist, detailed as Division Commander:

	10/10/06	9/19/07	3/19/08	1/31/09	1/31/10
Maximum	\$97,840	\$101,499	\$105,559	\$109,781	\$114,172
2 nd Step	\$96,753	\$100,372	\$104,387	\$108,562	\$112,904
1 st Step	\$95,666	\$99,244	\$103,214	\$107,343	\$111,637

b. An Employee shall advance one step annually, dating from the anniversary date of the assignment of the detail.

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Section 3. Wage Increases

B. General Wage Increases

- a.** The general increases, effective as indicated, shall be:
- (i) Effective September 19, 2007, All Employees shall receive a general increase of 3.74%.
 - (ii) Effective March 19, 2008 , All Employees shall receive an additional general increase of 4%.
 - (iii) Effective January 31, 2009, All Employees shall receive an additional general increase of 4%.
 - (iv) Effective January 31, 2010, All Employees shall receive an additional general increase of 4%.
- b.** The general increases provided for in this Section 3 shall be calculated as follows:
- (i) The increase in Section 3 B. a.(i) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on September 18, 2007; and
 - (ii) The rate increase in Section 3 B. a.(ii) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on March 18, 2008; and
 - (iii) The rate increase in Section 3 B. a. (iii) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on January 30, 2009.
 - (iv) The rate increase in Section 3 B. a. (iv) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on January 30, 2010.

- c. i. The general increases provided for in this Section 3 B. a. shall also be applied to the base rates, and the minimum “hiring rates”, minimum “incumbent rates” and maximum rates (including levels), if any, fixed for the applicable titles.
- ii. The general increases provided for in this Section 3 B. shall not be applied to the “additions to gross”.
- iii. The general increases provided for in this Section 3 B. a.i., 3 B. a. ii., 3 B. a. iii. and 3 B. iv. shall be applied to the recurring increment payment.

ARTICLE IV – RECURRING INCREMENT PAYMENT (RIP)

Recurring Increment Payment (RIP)

Section 1.

a. Full-time per-annum Employees in the titles Supervising Emergency Medical Service Specialist, detailed as Deputy Chief and Supervising Emergency Medical Service Specialist, detailed as Division Commander, with 15 years of City service (including service at the NYC Health & Hospitals Corporation) shall be eligible to receive a Recurring Increment Payment (RIP) as specified below:

	9/19/07	9/19/07
Years of City Service	Increment	Total RIP
After 15 years	\$748	\$748
	3/19/08	3/19/08
Years of City Service	Increment	Total RIP
After 15 years	\$778	\$778
	1/31/09	1/31/09
Years of City Service		
After 15 years	\$809	\$809
	1/31/10	1/31/10
Years of City Service	Increment	Total RIP
After 15 years	\$841	\$841

	1/30/11	1/30/11
Years of City Service	Increment	Total RIP
After 15 years	\$925	\$925

b. The rules for eligibility for the RIP described above shall be set forth in the Appendix to this Agreement and are incorporated by reference herein.

ARTICLE V - UNIFORMS

Section 1. Quartermaster

The Employees shall continue to be part of the FDNY Quartermaster program.

Section 2. Uniform Allowance

a. A uniform maintenance allowance in the amount specified below shall continue for the titles Supervising Emergency Medical Service Specialist, detailed as Deputy Chief and Supervising Emergency Medical Service Specialist, detailed as Division Commander.

9/19/07
\$126/annum

b. There shall not be any duplication of payment of the uniform maintenance allowance; specifically, an Employee shall not receive two payments for the same fiscal year.

c. The maintenance allowance will be issued free from Federal and New York State withholding taxes to those employees who file an affidavit with the New York City Fire Department in which they attest that the funds received are to reimburse them for expenses incurred in cleaning and maintaining their uniforms.

ARTICLE VI - SHIFT DIFFERENTIAL AND HOLIDAY PREMIUM

Section 1.

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

Section 2.

- a.** If an employee is required to work on any of the holidays listed in Section 8 of Article VIII, 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 VIII, Section 8 shall receive compensatory time only.
 - iii.** For an employee scheduled to work on both the Saturday or Sunday holiday and the day designated for observance the following shall apply:
 - (1)** If the employee is required to work on only one of such days, the employee shall be deemed to have received compensatory time off and shall receive the fifty percent (50%) cash premium only when required to work on the actual holiday.
 - (2)** If the employee is required to work on both such days, the employee shall receive the fifty percent (50%) cash premium and compensatory time off at the employee's regular rate of pay only for all hours worked on the actual holiday.
- c.**
 - i.** If an employee is required to work on a holiday which falls on the employee's scheduled day off, the employee may choose whether such holiday work is to be compensated by the fifty percent (50%) cash premium and compensatory time off provided for above, or if the employee is otherwise eligible, by the overtime provisions of Article IV.
 - ii.** An employee shall not receive for the same hours of work both (1) overtime pay and (2) the fifty percent (50%) cash premium and compensatory time off.
 - iii.** Regardless of whether the holiday falls on a regular working day or on a scheduled day off, if the number of hours worked on such holiday exceeds the employee's normal daily tour of duty, all hours of work in excess of such normal daily tour of duty shall be covered by the provisions of Article VII.
- d.** Shifts which begin at 9 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 9 P.M. or later on the holiday shall be deemed not to have been worked on the holiday.

- e. As an alternative to the methods of compensation provided in subsections 2(a), 2(b), and 2(c), an employee may elect in writing to receive compensation either entirely in cash or entirely in compensatory time for any such holiday worked. Such election shall be subject to the approval of the agency head, or their designee 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.

ARTICLE VII - OVERTIME

In the event of any inconsistency between this AGREEMENT 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" shall be defined as overtime 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" shall be defined as overtime which the employee is directed in writing to work and which the employee is therefore required to work. Such overtime 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 compensatory time at the straight time rate.
- 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 at straight time (1x).
- c. There shall be no rescheduling of days off and/or tours of duty to avoid overtime compensation. Any work performed on a scheduled day off shall be covered by this Article.

Section 4.

Authorized voluntary overtime which results in any employee working in excess of the employee's normal work week in any calendar week shall be compensated in time off at the rate of straight time (1x).

Section 5.

No credit shall be recorded for unauthorized overtime. Credit for all authorized overtime beyond the normal work week shall accrue in units of one-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.

Section 6.

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

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

$$\frac{1}{1827} \quad \text{or} \quad \frac{1}{261 \times 7}$$

- b. Payment shall be computed and paid on a basis of quarter hour units actually worked beyond the normal scheduled work week, provided at least one (1) full hour is compensable in a calendar week (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 employees basic salary include all educational, assignment, and longevity differentials, and, when mandated to be included by FLSA, 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), 7(e) and 7(f) 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 September 19, 2007, the cap shall be increased to \$68,490. 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.
- e. Effective March 19, 2008, the cap shall be increased to \$71,230.
- f. Effective January 31, 2009, the cap shall be increased to \$74,079.

Section 8.

- a. Effective as indicated below employees who work authorized overtime, 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	\$10.75
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 time for at least four (4) hours for time worked if eligible for compensatory 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 worked.

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 10b(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. 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 months.

Section 11.

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 12.

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

Section 13.

Except in an emergency situation, when authorized and ordered by an agency head, or a designated representative, no employee shall be required to actually work more than two (2) consecutive normal 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 VIII - TIME AND LEAVE

Section 1.

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

Interpretations shall be defined as those rulings issued by the 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. Effective May 1, 2006, All Employees shall accrue annual leave as follows:

Years of City Service	Monthly Accrual	Annual Allowance	Days Per Year
Beginning of 15th year	14:35 hours	175 hours	25 days
Beginning with 8 year	13:25 hours	161 hours	23 days
Beginning with 5 year	10:30 hours	126 hours	18 days
First Year	7:35 hours	91 hours	13 days

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

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

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

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

e. 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 2.

- 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.
- 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 3.

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 4.

- a. i. Except as provided in Section 4(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 4(a)(i), effective July 1, 2004, employees may use three (3) days per year from their sick leave balances for the care of ill family members.
- (2) 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.
- (3) The use of sick leave for care of ill family members shall be limited to a maximum of one-fourth (1/4) of the amount of sick leave hours accruable by an eligible employee during the current leave year or one-fourth (1/4) 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.
- (4) 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 4(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 4(b)(ii) and 4(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 4(b)(ii) and 4(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 4 "one time" shall mean the consecutive use of one-half (½) or more work days for sick leave. Sick leave taken in units of less than one-half (½) work day 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 4(b) above notwithstanding, the agency shall have the discretion to waive the medical documentation required pursuant to Sections 4(b)(ii), 4(b)(iii) and 4(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 4(b) and 4(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 5.

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

Section 6.

- 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 7.

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 8.

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

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

* See Section 8(c)

- 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 May 1, 2006, the floating holiday shall be eliminated for all employees.

ARTICLE IX – LINE OF DUTY BENEFITS

a. Line of Duty Injury (LODI) benefits shall be granted in accordance with the following: Upon determination by the Employer that an Employee of the Emergency Medical Service in the title of Supervising Emergency Medical Service Specialist, detailed as Deputy Chief or Division Commander has been physically disabled as the result of an injury arising out of and in the course of the Employee's official duties, including assaults, and through no fault of the Employee, the Employer will grant the disabled Employee a leave of absence with pay not to exceed twelve (12) months.

An Employee granted a leave of absence pursuant to this Agreement shall, without charge to the Employee's annual or sick leave balances, receive his/her regular weekly salary subject to an offset for any Workers' Compensation benefits, if applicable. Such Employee shall, as a condition of receiving benefits under this Agreement, agree to examinations by Employer-designated physicians; shall participate in Employer-sponsored or designated rehabilitation programs; and shall execute an assignment of any judgment or settlement of any third-party actions arising from the injury, in the amount that the salary received pursuant to this Agreement and medical disbursements, if any, made by the Employer exceed the amount of such proceeds. Such assignment shall be in the form prescribed by the Corporation Counsel. The disabled Employee shall also agree to undergo such medical examinations as are required by the Employer, and when found fit for duty by the Employer shall return to the Employee's employment.

Benefits provided pursuant to this Agreement shall be in addition to but not concurrent with benefits provided under Sections 7.0 and 7.1 of the Leave Regulations for Employees Who Are Under the Career and Salary Plan.

b. LODI benefits are applicable only to injuries sustained on or after October 25, 2005.

c. The parties agree that an injury arising out of and in the course of the Employee's official duties incurred by an Employee while the Employee is on duty shall be eligible for LODI coverage so long as the injury is sustained through no fault of the Employee and the Employee is not under the influence of drugs or alcohol. The term "on duty" shall be defined as the time between when the Employee signs in or clocks in and the time the Employee signs out or clocks out, including any authorized overtime work. If an Employee is on call or asked to standby in his/her home and is then called to work, the Employee shall be eligible for LODI coverage upon the Employee's signing in or clocking in for such assignment, or if the Employee is unable to sign in or clock in, then upon the arrival of the Employee at the location where the Employee was assigned to report. Eligibility for LODI coverage shall cease when such Employee signs out or clocks out or, if the Employee is unable to sign out or clock out, when the Employee is released from such assignment.

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d. Employees must remain in their place of recuperation for eight (8) hours each day in accordance with EMS Operating Guide Procedure 125-02 when implemented. An Employee who is found by EMS on two (2) separate occasions to be in violation of EMS Operating Guide Procedure 125-02 shall be terminated from LODI.

e. An Employee who is terminated from LODI shall have the right to appeal such termination to the FDNY Assistant Commissioner for Human Resources, but such appeal shall not be heard by the same person who initially terminated the Employee's LODI benefits. Should a meeting be necessary to hear the appeal, the Employee shall have the right to bring a Union representative to the appeal hearing. Any further appeal shall be taken directly to Step III of the grievance procedure contained in Article XVII of this Agreement.

f. An Employee's request for annual leave when he or she will leave his or her place of recuperation for reasons unrelated to his or her LODI leave of absence shall not be unreasonably denied provided the reason for leaving the place of recuperation is consistent with the Employee's medical condition. An Employee on a leave of absence pursuant to this Agreement shall request annual leave when he or she will be away from his or her place of recuperation for one or more hours, and the reason for leaving the place of recuperation is not related to his or her LODI leave of absence. The use of annual leave by an Employee who is on LODI leave pursuant to this Agreement shall have such time charged to his or her annual leave balance.

1) An Employee on LODI leave of absence pursuant to this Agreement who has or develops a medical condition or requires medical treatment not related to his or her LODI injury shall request sick leave for such purpose. Sick leave requests shall not be unreasonably denied. Sick leave will be granted in increments of one (1) hour. Any use of sick leave by the Employee shall have such time charged to her or his sick leave balance.

2) Use of sick leave or annual leave pursuant to this paragraph shall in all other ways conform to EMS procedures pertaining to sick leave or annual leave including required documentation. However, use of annual leave or sick leave during the LODI period shall not extend the twelve (12) month maximum LODI grant.

g. Where an Employee on LODI is required to participate in unsupervised physical or occupational therapy, the Employer may request a copy of the medical doctor's and/or therapist's prescription for unsupervised physical or occupational therapy. Further, the Employer may require the Employee to certify, on a form acceptable to the Employer, when, where, and for how long the Employee participated in such therapy. The Employer may request such certification for each unsupervised physical or occupational therapy session.

h. An Employee shall accrue annual leave and sick leave only for the first six months while on LODI leave. If an Employee returns to work in a light/limited duty capacity, the Employee shall accrue annual and sick leave during the period of the light/limited duty assignment. However, time spent in a light/limited duty assignment shall not extend the LODI period past the twelve (12) month maximum.

i. An Employee who refuses to accept a light/limited duty assignment shall have his/her LODI terminated, unless the Employer certifies that the Employee is not physically able to perform the light/limited duty assignment. If there is a disagreement about the Employee's ability to perform said assignment between the Employer and the Employee's own physician, the Employer shall request the opinion of a specialist in the area of the injury in question to determine whether the Employee is capable of performing the assignment. The decision of the specialist shall be final and binding and not subject to appeal through the parties' contractual grievance procedure.

j. An Employee who has been receiving LODI benefits for more than 60 calendar days shall be required to pick up his/her paycheck at their work location, assuming the Employee is physically able to pick up his/her paycheck.

k. The Employer agrees that employees' medical files and records concerning LODI will be kept confidential.

Section 9.

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 10.

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

- a. All unused accrued annual leave to a maximum of fifty-four (54) days credit.
- b. All unused accrued compensatory time 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 11.

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

Section 12.

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 13.

- a. Every employee is obligated to report for work as scheduled.
- b. Deduction for unexcused lateness shall be made on a minute for minute basis from any compensatory time standing to an employee's credit and then, if there is no such credited time, from the employee's annual leave balances.
- c. The City reserves the right and power appropriately and for just cause to discipline or to discharge an employee for excessive lateness.
- d. 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.
- e. The 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 14.

- 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 15.

- 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 3-240 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.
- 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, 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 16.

- 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 17.

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 18.

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 X - HEALTH INSURANCE

Section 1.

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

Section 2.

- a. Retirees shall continue to have the option of changing their previous choice of Health Plans. This option shall be:
 - i. a one-time choice;
 - ii. exercisable only after one year of retirement; and
 - iii. exercisable at any time without regard to contract periods.

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

- b. Effective with the reopener period for health insurance subsequent to January 1, 1980 and every two years thereafter, retirees shall have the option of changing their previous choice of health plans. This option shall be exercised in accordance with procedures

established by the Employer. The Union will assume the responsibility of informing retirees of this option.

Section 3.

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

Section 4.

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

Section 5.

The Commissioner of Labor Relations and the 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 and other relevant information necessary for the administration of certain supplemental health and welfare plans. The cost of supplying such data and information will be borne by the entity requesting same.

ARTICLE XI - PERSONNEL AND PAY PRACTICES

Section 1.

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

Section 2.

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:
 - 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,
 - 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.

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.
- 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.
- d. The Employer shall furnish identification cards to all employees who have served continuously for six (6) months.
- e. Each employee who is a member of the New York City Employee's Retirement System (NYCERS) 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.
- f. 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 4.

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 5.

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 6.

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 7.

- 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, may appeal to the Office of Labor Relations ("OLR") within 20 days of a notice by the employer of its intent to recoup the overpayment and no deduction for recoupment shall be made until OLR renders a decision, which decision shall be final. Nothing contained above shall preclude the parties or affected individuals from exercising any rights they may have under law.
- b. Any recoupment shall be limited to the period up to six years prior to the commencement of such proceedings for recoupment.
- c. 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 8.

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.I.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 9.

- a. Interest on wage increases shall accrue at the rate of three percent (3%) per annum from one hundred-twenty (120) days after execution of the applicable agreement or one hundred-twenty (120) days after the effective date of the increase, whichever is later, to the date of actual payment.
- b. Interest on shift differentials, holiday and overtime pay, shall accrue at the rate of three percent (3%) per annum from one hundred twenty (120) days following their earning or one hundred twenty (120) days after the execution of this Agreement, whichever is later, to the date of actual payment.
- c. Interest accrued under subsections 9(a) or 9(b) shall be payable only if the amount of interest due to an individual employee exceeds five dollars (\$5.00).

Section 10.

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

Section 11.

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

Section 12.

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

Section 13.

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 14.

- a. If an employee's paycheck is lost by the Employer, the Employer shall secure a supplementary paycheck for the employee within three (3) working days after receipt of an affidavit by the employee stating that he/she has not received the lost check or any proceeds from it.
- b. If the paycheck of an employee who is already on payroll is withheld as the result of an error which is solely the fault of the Employer, the Employer shall make payment in (4) four working days except when the large effort of paying retroactive monies is involved.

Section 15.

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:

- 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.
- 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.
- c. Wherever possible, such hearings and interviews shall be held in physical surroundings which are conducive to privacy and confidentiality.

Section 16.

- 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.
- b. Upon the conclusion of an investigation conducted pursuant to Executive Order 16, dated 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 17.

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

Section 18.

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 19.

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 20. Notice of Major Renovations

Effective November 26, 1999, the Agency 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 21. Functional Transfers

For the purposes of Article XVIII (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 22. Metrocards

The City with the Union's participation shall continue to implement procedures enabling employees to purchase Metrocards through pre-tax payroll deductions.

Section 23. 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 XII - EVALUATIONS AND PERSONNEL FOLDERS

Section 1.

An employee shall be required to accept a copy of any evaluatory statement of the employee's work performance or conduct prepared during the term of this Agreement if such statement is to be placed in the employee's permanent personnel folder whether at the central office of the agency or in another work location. Prior to being given a copy of such evaluatory statement, the employee must sign a form which shall indicate only that the employee was given a copy of

the evaluatory statement but that the employee does not necessarily agree with its contents. The employee shall have the right to answer any such evaluatory statement filed and the answer shall be attached to the file copy. Any evaluatory statement with respect to the employee's work performance or conduct, a copy of which is not given to the employee, may not be used in any subsequent disciplinary actions against the employee. At the time disciplinary action is commenced, the Employer shall review the employee's personnel folder and remove any of the herein-described material which has not been seen by the employee.

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

Section 2.

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

ARTICLE XIII - CIVIL SERVICE, CAREER DEVELOPMENT

Section 1.

When vacancies in promotional titles covered by this Agreement are authorized to be filled by the appropriate body and the agency decides to fill them, a notice of such vacancies shall be posted in all relevant areas of the agency 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.
- 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 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 a 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.

Section 4.

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.

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.

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 XIV - UNION RIGHTS

Section 1.

- a. Where orientation kits are supplied to new employees, unions certified to represent such employees shall be permitted to have included in the kits union literature, provided such literature is first approved for such purpose by the Office of Labor Relations.
- b. The Employer shall distribute to all newly hired employees information regarding their union administered health and security benefits, including the name and address of the fund that administers said benefits, provided such fund supplies the Employer the requisite information printed in sufficient quantities.
- c. The Employer shall distribute information regarding the New York City Employee Health Benefits Program and enrollment forms to eligible employees prior to the completion of thirty (30) days of employment.

Section 2.

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

Section 3.

When an employee is promoted or reclassified to another title certified to the 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 4.

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 5.

The Employer shall furnish to the 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 the union through the Municipal Labor Committee.

Section 6.

- a. Any certified union 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.
- 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.
- 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.

ARTICLE XV-WELFARE FUND

Section 1.

a. In accordance with the election by the Union pursuant to the provisions of Article XIII, Section 1(a) of the 1995-2001 Citywide Agreement as amended between the City of New York and related public employers and District Council 37, AFSCME, AFL-CIO, the Welfare Fund provisions of that Citywide Agreement, as amended, or any successor(s) thereto shall apply to Employees covered by this Agreement.

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

c. The payments shall be remitted by the Employer to the *Organization of Staff Analysts Welfare Fund* subject to the said supplemental agreement to be entered into between the Employer and the Union for the benefit of each Employee and further subject to periodic audit by the Comptroller of the City of New York.

Section 2.

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

Section 3.

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

Section 4.

Effective August 19, 2008, the City's contribution on behalf of each full-time active member and retiree shall be increased by \$100 per annum for a total of \$1,640 per annum.

ARTICLE XVI – PRODUCTIVITY AND PERFORMANCE

Introduction

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

Section 1. Performance Levels

a. The Union recognizes the Employer's right under the New York City Collective Bargaining Law to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures may be used to determine acceptable performance levels, prepare work schedules and to measure the performance of each Employee or group of Employees. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on Employees are within the scope of collective bargaining. The Employer will give the Union prior notice of the establishment and/or revision of performance standards or norms hereunder.

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

Section 2. Supervisory Responsibility

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

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

Section 3. Performance Compensation

The Union acknowledges the Employer's right to pay additional compensation for outstanding performance.

The Employer agrees to notify the Union of its intent to pay such additional compensation.

ARTICLE XVII – GRIEVANCE PROCEDURE

Section 1.

DEFINITION: The term “Grievance” shall mean:

- a. A dispute concerning the application or interpretation of the terms of this Agreement;
- b. A claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving the Personnel Rules and Regulations of the City of New York shall not be subject to the grievance procedure or arbitration;
- c. A claimed assignment of employees to duties substantially different from those stated in their job specifications.

Section 2.

The Grievance Procedure shall be as follows:

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

All grievances must be presented in writing at all steps in the grievance procedure. For all grievances as defined in Section 1 c, no monetary award shall in any event cover any period prior to the date of the filing of the Step I grievance unless such grievance has been filed within thirty (30) days of the assignment to out-of-title work.

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

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

STEP II An appeal from an unsatisfactory determination at **STEP I** where applicable, shall be presented in writing to the agency head or the agency head's designated representative who shall not be the same person designated in **STEP I**. The appeal must be made within five (5) working days of the receipt of the **STEP I** determination. The agency head or designated representative, if any, shall meet with the Employee and/or the Union for review of the grievance and shall issue a determination in writing by the end of the tenth work day following the date on which the appeal was filed.

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

STEP IV An appeal from an unsatisfactory determination at **STEP III** may be brought solely by the Union to the Office of Collective Bargaining for impartial arbitration within fifteen (15) working days of receipt of the **STEP III** determination. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance." The Employer shall commence such arbitration by submitting a written request herefore 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.

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

Section 3.

As a condition to the right of the Union to invoke impartial arbitration set forth in this Article, the Employee or Employees and the Union shall be required to file with the Director of the Office of Collective Bargaining a written waiver of the right, if any, of the Employee and the Union to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

Section 4.

A grievance concerning a large number of Employees and which concerns a claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this Agreement may be filed directly at **STEP III** of the grievance procedure. Such "group"

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

Section 5.

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

Section 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 that only the Union may invoke impartial arbitration under **STEP IV**.

Section 7.

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

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

Section 10. Expedited Arbitration Procedure

- a. The parties agree that there is a need for an expedited arbitration process which would allow for the prompt adjudication of the grievances as set forth below.
- b. The parties voluntarily agree to submit matters to final and binding arbitration pursuant to the New York City Collective Bargaining Law and under the jurisdiction of the Office of Collective Bargaining. An arbitrator or panel of arbitrators, as agreed to by the parties, will act as the arbitrator of any issue submitted under the expedited procedure herein.

c. The selection of those matters which will be submitted shall be made pursuant to mutual agreement by the parties. The following procedures shall apply:

i. SELECTION AND SCHEDULING OF CASES:

(1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in Section 10 and notify the parties of proposed hearing dates for such cases.

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

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

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

ii. CONDUCT OF HEARINGS:

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

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

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

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

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

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

Section 11. FLSA Dispute Procedure

- a. Any dispute, controversy or claim concerning or arising out of the application or interpretation of the Fair Labor Standards Act ("FLSA 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.
- 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.
 - 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 FLSA Panel in writing.
- d. The FLSA 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 FLSA Panel shall establish appropriate forms and procedures to promptly review and resolve all FLSA Controversies submitted to it.
- e. Any FLSA Controversy arising out of the classification of a position or group of positions as exempt or non-exempt from the FLSA shall be submitted by an employee in writing to the FLSA Panel.
- f. Notwithstanding the provisions of this Section 11, the submission of a dispute by an employee under this procedure shall not constitute a waiver of the employee's rights under the FLSA.

ARTICLE XVIII - JOB SECURITY

Section 1. General Layoff Provisions

Where layoffs are scheduled affecting employees covered by this contract, the following procedures shall be used:

- a. Notice shall be provided by the Office of Labor Relations to the union 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 title(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 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 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 title (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 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.
- b. A laid off employee who is returned to service in the employee's former title 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.

ARTICLE XIX - OCCUPATIONAL SAFETY AND HEALTH

Section 1.

- a. Adequate, clean, structurally safe and sanitary working facilities shall be provided for all employees.
- b. Motor vehicles and power equipment which are in compliance with minimum standards of applicable law shall be provided to employees who are required to use such devices.
- c. Where necessary, first aid chests, adequately marked and stocked, shall be provided by the Employer in sufficient quantity for the number of employees likely to need them and such chests shall be reasonably accessible to the employees.
- d. A Labor Management Health and Safety Committee is established in the agency. A representative of the EMS Chiefs union shall be eligible to attend as a member of the committee. 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 the grievance provisions 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.

- 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.
- 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.
- 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.
- 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.

ARTICLE XX - BULLETIN BOARDS: EMPLOYER FACILITIES

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

ARTICLE XXI - NO STRIKES

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

ARTICLE XXII - UNION ACTIVITY

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

ARTICLE XXIII - FINANCIAL EMERGENCY ACT

The provisions of this Agreement are subject to applicable provisions of law, including the New York State Financial Emergency Act for the City of New York, as amended.

ARTICLE XXIV - APPENDICES

The Appendix attached hereto and initialed by the undersigned shall be deemed a part of this Agreement as if fully set forth herein.


ARTICLE XXV - SAVINGS CLAUSE

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

WHEREFORE, we have hereunto set our hands and seals this 3rd day of Dec, 2010.

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

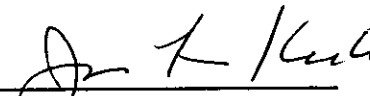
**EMS SUPERIOR OFFICERS
ASSOCIATION**

BY: 
JAMES F. HANLEY
Commissioner
Office of Labor Relations

BY: 
DEBRA CALI
President

APPROVED AS TO FORM:

BY: 
PAUL T. REPHEN
Acting Corporation Counsel

BY: 
JOAN STERN KIOK
General Counsel

DATE SUBMITTED TO THE FINANCIAL CONTROL BOARD:

_____, 2010.

UNIT: EMS CHIEFS

TERM: February 19, 2007 – January 30, 2011

OFFICE OF LABOR RELATIONS REGISTRATION	
OFFICIAL	CONTRACT
NO: <u>11002</u>	DATE: <u>DEC 03 2010</u>

Appendix

The following rules shall govern the eligibility of Employees for the Recurring Increment Payment (RIP) provided for in Article IV, Section 1 of the 2007-2011 EMS SOA Unit Agreement.

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

2. Part-time Employees shall be ineligible to receive RIPs, but prior part-time service shall be credited to full-time employees on a pro rata basis, provided all other terms and conditions set forth herein are met.

a. An Employee must have regularly worked at least one half the regular hours of full time Employees in the same title or if no full-time equivalent title exists then at least 17-1/2 hours for white collar positions or 20 hours for blue collar positions.

b. Such part time service shall be prorated by dividing the number of hours worked per week by a part-time Employee by the number of hours worked per week by a full-time employee in the same title. If no full-time equivalent title exists then the divisor shall be 35 hours for white collar positions or 40 hours for blue collar positions.

3. Service in pay status prior to a break in service of more than one year shall *not* be used to calculate the qualifying years of service.

4. The following time in which an Employee is not in pay status shall not constitute a break in service, but such time shall *not* be used to calculate the qualifying years of service:

a. time on a leave approved by the proper authority which is consistent with the Personnel Rules and Regulations of the City of New York or the appropriate personnel authority of a covered organization,

b. time prior to a reinstatement,

c. time on a preferred or recall list, and

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

5. RIPS shall be considered a salary adjustment for the purposes of Article III, Section 1 (d) of this Agreement and the maximum salary of an eligible title shall not constitute a bar to the payment thereof.

6. Once an Employee has qualified for a RIP and is receiving it, the RIP shall become part of the Employee's base rate and included in calculating all salary-based payments, except as provided in paragraph 7 below. Any future negotiated general increases shall be applied to RIPS.

7. A RIP shall not become pensionable until two years after the Employee begins to receive such RIP.



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

JAMES F. HANLEY
Commissioner

December 29, 2008

Debra Cali, President
EMS Superior Officers Association
P.O. Box 562
Maspeth, NY 11378

Joan Stern Kiok, Counsel
442 East 20th Street, #9H
New York, NY 10009-8126

Dear Ms. Cali and Ms. Kiok:

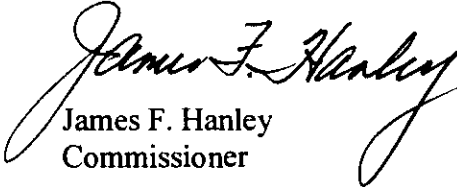
This is to confirm the parties understanding regarding the 2007-2011 SOA Unit Agreement.

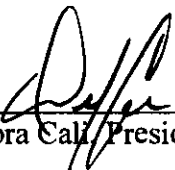
Welfare Fund

- a. Effective June 19, 2007, there shall be a one-time lump sum cash payment to the welfare fund in the amount of \$166.67 on behalf of each full-time active member and retiree who is receiving benefits on June 19, 2007.
- b. The per annum contribution rate, and the one-time lump sum cash payment on behalf of eligible part-time per annum, hourly paid, per session and per diem (including seasonal appointees) whose normal work year is less than a full calendar year shall be adjusted in the same proportion heretofore utilized by the parties for all such Employees/retirees as the per annum contribution rate is adjusted for full-time Employees/retirees.

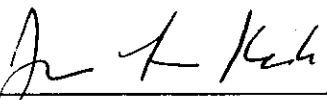
If this confirms your understanding, please execute the signature lines below.

Sincerely,


James F. Hanley
Commissioner



Debra Call, President



Joan Stern Kiok, Counsel



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

JAMES F. HANLEY
Commissioner

December 29, 2008

Debra Cali, President
EMS Superior Officers Association
P.O. Box 562
Maspeth, NY 11378

Joan Stern Kiok, Counsel
442 East 20th Street, #9H
New York, NY 10009-8126

Dear Ms. Cali and Ms. Kiok:

This is to confirm the parties understanding regarding the 2007-2011 SOA Unit Agreement.

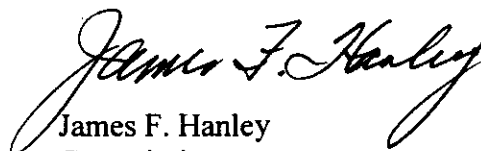
Additional Compensation Fund (ACF)

Section 1. Effective January 30, 2011, the bargaining unit shall have available funds not to exceed 0.10% to purchase recurring benefits, mutually agreed to by the parties, other than to enhance the general wage increases set forth in Section 2 c. and d. of the 2007-2011 Memorandum of Agreement. The funds available shall be based on the December 31, 2007 payroll, including spinoffs and pensions.

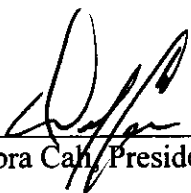
Section 2. Effective January 30, 2011, the parties agree that the ACF monies available in Section 1 of this side letter as specified above shall be fully used for an increase of \$84.00 in the 15 year Recurring Increment Payment (RIP). See Article IV, Section 1 a. of the Agreement.

If this confirms your understanding, please execute the signature lines below.

Sincerely,



James F. Hanley
Commissioner



Debra Cah, President



Joan Stern Kiok, Counsel



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

JAMES F. HANLEY
Commissioner
MARGARET M. CONNOR
First Deputy Commissioner

December 8, 2008

Debra Cali, President
EMS Superior Officers Association
P.O. Box 562
Maspeth, NY 11378

Joan Stern Kiok
442 East 20th Street
New York, NY 10009

Dear Ms. Cali and Ms. Kiok:

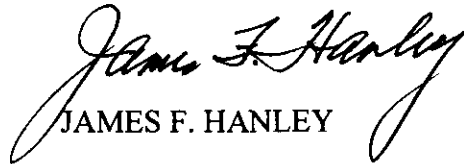
This letter is to confirm certain mutual understandings and agreements regarding the March 27, 2006 side letter of the 2003-2007 EMS Superior Officers Association Unit Agreement.

The parties agree that savings sufficient to fund an additional 0.23% un compounded salary increase have been identified. These savings shall be applied effective October 10, 2006.

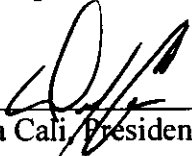
The Union agrees that the "Joint Labor Management Committee on Productivity Initiatives" referenced in the side letter to the 2003-2007 EMS Superior Officers Association Unit Agreement is no longer viable, and the Union further agrees not to pursue any further efforts in any forum in that regard.

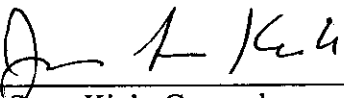
If the above accords with your understanding, kindly execute the signature line provided below.

Very truly yours,


JAMES F. HANLEY

**AGREED AND ACCEPTED ON BEHALF
OF EMS Superior Officers Association**

BY: 
Debra Cali, President

BY: 
Joan Stern Kiok, Counsel