



# Office of Labor Relations

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TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES  
FROM: RENEE CAMPION, COMMISSIONER   
SUBJECT: EXECUTED CONTRACT: CITYWIDE AGREEMENT:  
JULY 1, 2001 TO DECEMBER 31, 2021

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

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

DATED:  
February 4, 2022



# 2001 - 2021 CITYWIDE AGREEMENT

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## 2001-2021 CITYWIDE AGREEMENT

**COLLECTIVE BARGAINING AGREEMENT** entered into this 14th day of January 2022 by and between the City of New York and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law ("NYCCBL") and their respective authorizations to the City to bargain on their behalf and the New York City NYC Health + Hospitals (hereinafter referred to jointly as the "Employer"), and District Council 37, AFSCME, AFL-CIO (the "Union"), for the period from July 1, 2001 – December 31, 2021.

### WITNESSETH:

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

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

## ARTICLE I - UNION RECOGNITION ON CITYWIDE MATTERS

### Section 1.

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

- i. Mayoral agency employees subject to the Career and Salary Plan.
- ii. Employees of the NYC Health + Hospitals with the exception of Group 11 employees and interns and residents.
- iii. Employees of the Off-Track Betting Corporation and the New York City Housing Authority pursuant and limited to the extent of their respective elections to be covered by the NYCCBL.
- iv. Employees of the Comptroller, the District Attorneys, the Borough Presidents, and the Public Administrators, who are subject to the Career and Salary Plan, pursuant and limited to the terms of their respective elections to be covered by the NYCCBL, and any museum, library, zoological garden or similar cultural institution for employees whose salary is paid in whole from the City Treasury, pursuant and limited to the election of said cultural institution to be covered by this Agreement.

### Section 2. Exclusions

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

**Section 3.**

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for employees included in the New York City Employees' Retirement System on pension matters which must be uniform for all such employees pursuant to Section 1173-4.3(a)(5) of the NYCCBL. In the event that the current prohibition against bargaining for retirement benefits is discontinued, the parties agree to reopen negotiations on this matter.

**Section 4.**

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

**Section 5.**

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

- a. The following sections of the Citywide Agreement shall not be applicable: Article V, Sections 18 (summer hours) and 19 (per diem accrual leave rates); and Article VI, Section 8 (summer hours).
- b. Seniority for eligibility for benefits pursuant to this Section 5 shall be computed from the date 18 months prior to the date such employee becomes covered by this Section 5.
- c. These provisions shall not apply to employees hired pursuant to Rule 5.6 of the Personnel Rules and Regulations of the City of New York.
- d. Notwithstanding the provisions of this Section 5, an employee, who at the time of appointment to a title is assigned to regularly work the normal full-time work week established for such per annum title as listed in Appendix A must continue to work such on a full-time basis for at least 2 years without a break in service of more than 31 days, to be covered by Article XVI (Disciplinary Procedure For Provisional Employees), subject to the conditions listed below.
  - i. The employee must have been serving provisionally in such competitive class position on a full-time per annum or full-time per diem basis.
  - ii. Prior provisional service followed by permanent service may not be aggregated with current provisional service (*e.g.* prior provisional service as a temporary or seasonal "step-up" followed by permanent service may not be counted towards meeting the service requirement in an employee's current provisional position)
- e. For the purposes of this Section 5, Article IX, Section 24 and Article XVI the following unpaid time in excess of 31 days will not be deemed a break in service or be counted as service:
  - i. for maternity/childcare leave;

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

## **ARTICLE II - WORK WEEK**

### **Section 1.**

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

### **Section 2.**

Wherever practicable, the normal 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).

## **ARTICLE III - SHIFT DIFFERENTIAL AND HOLIDAY PREMIUM**

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

### **Section 1.**

- a. There shall be a shift differential of ten percent (10%) for all employees covered by this Agreement for all scheduled hours worked between 6 P.M. and 8 A.M. with more than one hour of work between 6 P.M. and 8 A.M. This provision shall not apply to employees in the titles of Houseparent and Senior Houseparent.
  - i. For any employees newly hired on or after July 1, 2004, during their first three (3) years of employment only, this provision shall apply to scheduled hours of work between 8:00 P.M. and 8:00 A.M.

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

**Section 2.**

- a. If an employee is required to work on any of the holidays listed in Section 9 of Article V, the employee shall receive a fifty percent (50%) cash premium for all hours worked on the holiday and shall, in addition, receive compensatory time off at the employee's regular rate of pay. Compensatory time off earned pursuant to this Section may be scheduled by the agency either prior to or after the day on which the holiday falls.
- b. If the holiday designated pursuant to this Agreement falls on a Saturday or a Sunday the following provisions shall apply:
  - i. The fifty percent (50%) cash premium and compensatory time off at the employee's regular rate of pay shall be paid to all employees who work on the actual holiday only.
  - ii. Employees required to work on the Friday or Monday day of observance designated pursuant to Article V, Section 9 shall receive compensatory time only.
  - iii. For an employee scheduled to work on both the Saturday or Sunday holiday and the day designated for observance the following shall apply:
    - (1) If the employee is required to work on only one of such days, the employee shall be deemed to have received compensatory time off and shall receive the fifty percent (50%) cash premium only when required to work on the actual holiday.
    - (2) If the employee is required to work on both such days, the employee shall receive the fifty percent (50%) cash premium and compensatory time off at the employee's regular rate of pay only for all hours worked on the actual holiday.
- c.
  - i. If an employee is required to work on a holiday which falls on the employee's scheduled day off, the employee may choose whether such holiday work is to be compensated by the fifty percent (50%) cash premium and compensatory time off provided for above, or if the employee is otherwise eligible, by the overtime provisions of Article IV.
  - ii. An employee shall not receive for the same hours of work both (1) overtime pay and (2) the fifty percent (50%) cash premium and compensatory time off.
  - iii. Regardless of whether the holiday falls on a regular working day or on a scheduled day off, if the number of hours worked on such holiday exceeds the employee's normal daily tour of duty, all hours of work in excess of such normal daily tour of duty shall be covered by the provisions of Article IV.

- d. Shifts which begin at 11 P.M. or later on the day before the holiday shall be deemed to have been worked entirely on the holiday, and shifts which begin at 11 P.M. or later on the holiday shall be deemed not to have been worked on the holiday.
- e. As an alternative to the methods of compensation provided in subsections 2(a), 2(b), and 2(c), an employee may elect in writing to receive compensation either entirely in cash or entirely in compensatory time for any such holiday worked. Such election shall be subject to the approval of the agency head, executive director of a hospital, or the Chief of Personnel in the Police Department, or their designee whose decision shall be final. In no case shall the compensation under this provision exceed or be less than the value of the compensation provided under subsections 2(a), 2(b), or 2(c).

**Section 3.**

- a. An employee may receive both a shift differential and holiday premium pay for the same hours of work, but in such cases each shall be computed separately according to subsection 3(b), below.
- b. Shift differentials and holiday premium pay shall in all cases be computed on the individual employee's hourly rate of pay as determined in Section 6 of Article IV.

**Section 4.**

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

**ARTICLE IV - OVERTIME**

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

**Section 1.**

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

**Section 2.**

- a. "Authorized voluntary overtime" and "authorized voluntary standby time" shall be defined as overtime or standby time for work authorized by the agency head or the agency head's designee, which the employee is free to accept or decline.
- b. "Ordered involuntary overtime" and "ordered involuntary standby time" shall be defined as overtime or standby time which the employee is directed in writing to work and which the employee is therefore required to work. Such overtime or standby time may only be authorized by the agency head or a representative of the agency head who is delegated such authority in writing.

**Section 3.**

- a. Ordered involuntary overtime which results in an employee working in excess of forty (40) hours in any calendar week shall be compensated in cash at time and one half (1-1/2 times).
- b. For those employees whose normal work week is less than forty (40) hours, any such ordered involuntary overtime worked between the maximum of that work week and forty (40) hours in any calendar week, shall be compensated in cash at straight time (1x). For employees granted a shortened work day under Section 18 of Article V, compensatory time for work performed between thirty (30) and thirty-five (35) hours a week when such shortened schedule is in effect shall be granted at the rate of straight time (1 time), but such work shall not be considered overtime.
- c. Upon the written approval of an employee's request by the agency head or designee, an employee who works ordered involuntary overtime shall have the option of being compensated in time off at the applicable rates provided in Sections 3(a) and 3(b) provided that the exercise of such option does not violate the provisions of ("FLSA").
- d. There shall be no rescheduling of days off and/or tours of duty to avoid the payment of overtime compensation. Any work performed on a scheduled day off shall be covered by this Article.
- e. Employees who are paid in cash or who are compensated in time at the rate of time and one-half (1½X) for overtime pursuant to subsection c of this Section or the Fair Labor Standards Act may not credit such time for meal allowance.

**Section 4.**

- a. Authorized voluntary overtime which results in any employee working in excess of the employee's normal work week in any calendar week shall be compensated in time off at the rate of straight time (1x).
- b. For employees covered by the provisions of FLSA, voluntary overtime actually worked in excess of forty hours in a calendar week shall be compensated at the rate of time and one-half (1½x) in time provided that the total unliquidated compensatory hours credited to an employee pursuant to this provision may not exceed 240 hours. If an employee has reached the 240 hour maximum accrual for FLSA compensatory time, all subsequent overtime earned under this provision must be compensated in cash at time and one-half (1½x).

**Section 5.**

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

**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. For employees whose basic work week is thirty-seven and one-half (37½) hours:

$$\frac{1}{1957.5} \quad \text{or} \quad \frac{1}{261 \times 7.5}$$

- c. For employees whose basic work week is forty (40) hours:

$$\frac{1}{2088} \quad \text{or} \quad \frac{1}{261 \times 8}$$

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

$$\frac{1}{3132} \quad \text{or} \quad \frac{1}{261 \times 12}$$

For all hours in excess of 40 hours per week, such employees shall be compensated at the rate of time and one-half (1½X) of the hourly basic rate.

- e. Payment shall be computed and paid on a basis of quarter hour units actually worked beyond the normal scheduled work week, provided at least one (1) full hour is compensable in a calendar week (unless such employee is covered by the provisions of the FLSA and has actually worked in excess of forty hours in said calendar week). "Annual regular salary" shall in addition to all payments included in an 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) and 7(e) for eligibility for cash compensated overtime (the "cap").
- b. When an employee's annual gross salary including overtime, all differentials and premium pay is higher than the cap, compensatory time at the rate of straight time shall be credited for authorized overtime except as may be proscribed by FLSA. The gross salary shall be computed on an annual calendar year basis and for the purposes of this Section shall mean basic annual salary plus any monies earned.
- c. Employees who are not covered by FLSA whose annual gross salary including overtime, all differentials and premium pay is in excess of the cap shall be required to submit periodic time reports at intervals of not less than one week, but shall not be required to follow daily time clock or sign-in procedures. Employees covered by the overtime provisions of FLSA

shall be required to follow daily time clock or sign-in procedures. The periodic time report shall be in such form as is required by the Agency.

- d.
  - i. Effective April 1, 2000, the cap shall be **\$56,731**
  - ii. Effective April 1, 2001, the cap shall be **\$59,000**
  - iii. Effective July 1, 2003, the cap shall be **\$60,770**
  - iv. Effective July 1, 2004, the cap shall be **\$62,593**
  - v. Effective July 1, 2005, the cap shall be **\$64,565**
  - vi. Effective August 1, 2006, the cap shall be **\$65,856**
  - vii. Effective February 1, 2007, the cap shall be **\$68,490**
  - viii. Effective March 3, 2008, the cap shall be **\$71,230**
  - ix. Effective March 3, 2009, the cap shall be **\$74,079**
  - x. Effective September 3, 2011, the cap shall be **\$74,820**
  - xi. Effective September 3, 2012, the cap shall be **\$75,568**
  - xii. Effective September 3, 2013, the cap shall be **\$76,324**
  - xiii. Effective September 3, 2014, the cap shall be **\$77,469**
  - xiv. Effective September 3, 2015, the cap shall be **\$79,406**
  - xv. Effective September 3, 2016, the cap shall be **\$81,788**
  - xvi. Effective September 26, 2017, the cap shall be **\$83,424**
  - xvii. Effective September 26, 2018, the cap shall be **\$85,301**
  
- e. Effective October 26, 2019, the cap shall be increased to **\$87,860**. Thereafter, unless otherwise agreed by the parties, the cap amount shall be adjusted by future collective bargaining increases. Each time the cap is adjusted, an interpretive memorandum or similar document shall be issued setting forth the new amount.

**Section 8.**

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

	<u>Effective 7/1/01</u>
For two continuous hours of overtime	\$ 8.25
For five continuous hours of overtime	\$ 8.75
For seven continuous hours of overtime	\$10.75
For ten continuous hours of overtime	\$11.75
For fifteen continuous hours of overtime	\$12.75

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

**Section 9.**

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

**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. For employees covered by the Fair Labor Standards Act, accrued compensatory time usage shall be charged in the following manner and order:
  - i. First, Pre-FLSA Compensatory Time Bank
  - ii. Second, Post-April 14, 1986 FLSA Compensatory Time Bank
  - iii. Third, Post-April 14, 1986 non-FLSA Compensatory Time Bank
- c. If compensatory time off is charged to an employee's Post-April 14, 1986 FLSA Compensatory Time Bank and as a result the employee will not be able to take his/her accrued Post-April 14, 1986 non-FLSA compensatory time within the four (4) month period provided in subsection 10(a) above, the period of time in which the equivalent amount of time in the Post-April 14, 1986 non-FLSA Compensatory Time Bank which must be taken shall be extended in writing by the agency head an additional four months.

**Section 11.**

- a. Employees who volunteer to stand by in their homes, as authorized by competent authority, shall receive compensatory time credit on the basis of one-half (1/2) hour for each hour of standby time.
- b. Employees who are required, ordered and/or scheduled on an involuntary basis to stand by in their homes subject to recall, as authorized by the agency head or the agency head's designated representative shall receive overtime payment in cash for such time on the basis of one-half (1/2) hour paid overtime for each hour of standby time. Employees who reside on the work premises or are in post-graduate training status shall not be included in this provision.

**Section 12.**

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

**Section 13.**

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

**Section 14.**

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

**ARTICLE V - TIME AND LEAVE<sup>+</sup>**

**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. i. The annual leave allowance for Employees in a title or an agency covered by the Leave Regulations shall accrue as follows: \*

<u>Work Week</u>	<u>Years of Service</u>	<u>Monthly Accrual</u>	<u>Allowance</u>
60	Beginning of 15th year	27:00 hours	324:00 hours
	Beginning with 8 year	25:00 hours	300:00 hours
	Beginning with 5 year	20:00 hours	240:00 hours
	First Year	15:00 hours	180:00 hours
40	Beginning of 15th year	18:00 hours	216:00 hours
	Beginning with 8 year	16:40 hours	200:00 hours
	Beginning with 5 year	13:20 hours	160:00 hours
	First Year	10:00 hours	120:00 hours

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

+Refer to Appendix H for the list of unions for whom the July 1, 2004 new hire benefit reductions do not apply. For additional guidance please contact the Mayor's Office of Labor Relations.

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<u>Work Week</u>	<u>Years of Service</u>	<u>Monthly Accrual</u>	<u>Allowance</u>
37½	Beginning of 15th year	16:53 hours	202:30 hours
	Beginning with 8 year	15:38 hours	187:30 hours
	Beginning with 5 year	12:30 hours	150:00 hours
	First Year	9:23 hours	112:30 hours
35	Beginning of 15th year	15:45 hours	189:00 hours
	Beginning with 8 year	14:35 hours	175:00 hours
	Beginning with 5 year	11:40 hours	140:00 hours
	First Year	8:45 hours	105:00 hours

- ii. The following annual leave modifications shall apply to employees newly hired on or after July 1, 2004:

<u>Work Week</u>	<u>Years of Service</u>	<u>Monthly Accrual</u>	<u>Allowance</u>
60	Beginning with 17th Year	27:00 hours	324:00 hours
	Beginning with 14th Year	25:00 hours	300:00 hours
	Beginning with 13th Year	24:00 hours	288:00 hours
	Beginning with 12th Year	23:00 hours	276:00 hours
	Beginning with 11th Year	22:00 hours	264:00 hours
	Beginning with 10th Year	21:00 hours	252:00 hours
	Beginning with 9th Year	20:00 hours	240:00 hours
	Beginning with 8th Year	19:00 hours	228:00 hours
	Beginning with 7th Year	18:00 hours	216:00 hours
	Beginning with 6th Year	17:00 hours	204:00 hours
	Beginning with 5th Year	16:00 hours	192:00 hours
	First Year	15:00 hours	180:00 hours
40	Beginning with 17th Year	18:00 hours	216:00 hours
	Beginning with 14th Year	16:40 hours	200:00 hours
	Beginning with 13th Year	16:00 hours	192:00 hours
	Beginning with 12th Year	15:20 hours	184:00 hours
	Beginning with 11th Year	14:40 hours	176:00 hours
	Beginning with 10th Year	14:00 hours	168:00 hours
	Beginning with 9th Year	13:20 hours	160:00 hours
	Beginning with 8th Year	12:40 hours	152:00 hours
	Beginning with 7th Year	12:00 hours	144:00 hours
	Beginning with 6th Year	11:20 hours	136:00 hours
Beginning with 5th Year	10:40 hours	128:00 hours	
First Year	10:00 hours	120:00 hours	

<u>Work Week</u>	<u>Years of Service</u>	<u>Monthly Accrual</u>	<u>Allowance</u>
37 ½	Beginning with 17th Year	16:53 hours	202:30 hours
	Beginning with 14th Year	15:38 hours	187:30 hours
	Beginning with 13th Year	15:00 hours	180:00 hours
	Beginning with 12th Year	14:23 hours	172:30 hours
	Beginning with 11th Year	13:45 hours	165:00 hours
	Beginning with 10th Year	13:08 hours	157:30 hours
	Beginning with 9th Year	12:30 hours	150:00 hours
	Beginning with 8th Year	11:53 hours	142:30 hours
	Beginning with 7th Year	11:15 hours	135:00 hours
	Beginning with 6th Year	10:38 hours	127:30 hours
	Beginning with 5th Year	10:00 hours	120:00 hours
	First Year	9:23 hours	112:30 hours
	35	Beginning with 17th Year	15:45 hours
Beginning with 14th Year		14:35 hours	175:00 hours
Beginning with 13th Year		14:00 hours	168:00 hours
Beginning with 12th Year		13:25 hours	161:00 hours
Beginning with 11th Year		12:50 hours	154:00 hours
Beginning with 10th Year		12:15 hours	147:00 hours
Beginning with 9th Year		11:40 hours	140:00 hours
Beginning with 8th Year		11:05 hours	133:00 hours
Beginning with 7th Year		10:30 hours	126:00 hours
Beginning with 6th Year		9:55 hours	119:00 hours
Beginning with 5th Year		9:20 hours	112:00 hours
First Year		8:45 hours	105:00 hours

**Section 2.**

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

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

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

- b. In order to allow employees to make advanced plans, decisions on requests for annual leave in amounts of at least 5 consecutive workdays or tours falling during an agency's designated summer peak vacation period shall be made not less than thirty (30) days prior to the scheduled commencement of said peak vacation period. Such requests must be made no later than forty-five (45) days or tours prior to the commencement of the summer peak vacation period or by the designated submission date for such requests, whichever is earlier. The summer peak vacation period shall be the period designated by an Agency as such, provided such period does not commence prior to Memorial Day Weekend or extend past September 30th. Nothing contained herein shall preclude employees from making annual leave requests in accordance with the other provisions of this Agreement.
- c. Where an employee has an entitlement to accrued annual leave and/or compensatory time, and the City's fiscal condition requires employees who are terminated, laid off or who choose to retire in lieu of layoff, be removed from the payroll on or before a specific date because of budgetary considerations, the Employer shall provide the monetary value of accumulated and unused annual leave and/or compensatory time allowances standing to the employee's credit in a lump sum. Such payments shall be in accordance with the provisions of Executive Order 30, dated June 24, 1975, and the FLSA.

### **Section 3.**

- a. Approved sick leave and annual leave may be used in units of one (1) hour. Any employee who has completed four (4) months of service may be permitted to take approved annual leave as it accrues.
- b. Except as provided below, employees shall be credited with one day of sick leave per month. Approved sick leave may be used as it accrues. This section shall not alter the provisions of any existing unit agreement which contains a more beneficial procedure.
  - i. For any employees newly hired on or after July 1, 2004, a maximum sick leave accrual of ten (10) days per annum for the first five (5) years of service shall apply. At the beginning of the sixth year of service, the maximum sick leave accrual shall be twelve (12) days per annum.
- c. It shall be the policy of the employer to allow employees to use during their current leave year the amount of annual leave accruable during that year, provided they have sufficient available leave balances. This provision shall be subject to the leave regulations referenced in Section 1 of this Article V and the needs of the agency. Exceptions to this policy shall be on a reasonable and case-by-case basis.

### **Section 4.**

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

**Section 5.**

- a. i. Except as provided in Section 5(a)(ii), sick leave shall be used only for personal illness of the employee. Approval of sick leave in accordance with the Leave Regulations is discretionary with the agency and proof of disability must be provided by the employee, satisfactory to the agency within five (5) working days of the employee's return to work. However, the employer may request proof of disability when an employee has been on sick leave for five or more consecutive working days. Such proof satisfactory to the agency must be submitted within five working days of such request.
- ii. (1) Notwithstanding the provisions of Section 5(a)(i), Employees may use one day per year from their sick leave balances for the care of ill family members.
- (2) Effective July 15, 1996, employees may use two (2) days per year from their sick leave balances for the care of ill family members. Effective July 1, 2004, employees may use three (3) days per year from their sick leave balances for the care of ill family members.
- (3) Approval of such leave is discretionary with the agency and proof of disability must be provided by the employee satisfactory to the agency within five (5) working days of the employee's return to work.
- (4) The provisions of Article V, Section 5(a)(ii) shall apply to part-time per annum, hourly, per diem, per session and seasonal employees who work at least one half the regular hours of full time employees in the same title and who have worked for at least one month on a regular basis and accrue sick leave pursuant to Article V, Section 19(b).
- (5) i. The use of sick leave for care of ill family members shall be limited to a maximum of one-sixth (1/6) of the amount of sick leave hours accruable by an eligible employee during the current leave year or one-sixth (1/6) of the sick leave hours accruable by a full time employee in the same title during a leave year, whichever is less. Approved usage of sick leave for care of ill family members may be charged in units of one (1) hour.
- ii. Effective July 1, 2004, 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.
- (6) Family member shall be defined as: spouse; natural, foster or step parent; child, brother or sister; father-in-law; mother-in-law; any relative residing

in the household; and domestic partner, provided such domestic partner is registered pursuant to the terms set forth in the New York City Administrative Code Section 3-240 *et seq.*

- b. The provisions of Section 5(a) above notwithstanding, the agency may waive the requirement for proof of disability unless:
- i. An employee requests sick leave for more than three (3) consecutive work days; or
  - ii. An employee uses undocumented sick leave more than five (5) times in a "sick leave period." Employees hired during a "sick leave period" shall be subject to the terms of this subsection commencing with the next complete "sick leave period"; or
  - iii. An employee uses undocumented sick leave more than four (4) times in a "sick leave period" on a day immediately preceding or following a holiday or a scheduled day off. Employees hired during a "sick leave period" shall be subject to the terms of this subsection commencing with the next complete "sick leave period."
- c. For the purposes of Sections 5(b)(ii) and 5(b)(iii) above, the calendar year shall be divided into two (2), six (6) month "sick leave periods." They shall be: (1) January 1 to June 30, inclusive; and (2) July 1 to December 31, inclusive. An employee who exceeds the allowable number of undocumented absences in any "sick leave period" pursuant to Sections 5(b)(ii) and 5(b)(iii) above shall thereafter, commencing with the next "sick leave period," be required to submit medical documentation, satisfactory to the agency head, before further sick leave may be approved. The requirement for such documentation shall continue in effect until the employee has worked a complete "sick leave period" without being on sick leave more than two (2) times.
- d. For the purposes of this Section 5 "one time" shall mean the consecutive use of one-half (½) or more workdays for sick leave. Sick leave taken in units of less than one-half (½) workday shall be counted as "one time" on sick leave when the cumulative total of such sick leave amounts to one-half (½) day.
- e. The provisions of Section 5(b) above notwithstanding, the agency shall have the discretion to waive the medical documentation required pursuant to Sections 5(b)(ii), 5(b)(iii) and 5(c), for employees who have completed their third year of employment and thereafter have a current sick leave balance commensurate with the number of years of employment as follows:
- |         |         |                  |         |
|---------|---------|------------------|---------|
| 3 years | 21 days | 7 years          | 49 days |
| 4 years | 28 days | 8 years          | 56 days |
| 5 years | 35 days | 9 years          | 63 days |
| 6 years | 42 days | 10 years or more | 70 days |
- f. It is not the intent of Sections 5(b) and 5(e) for an agency to regularly require proof of disability under normal circumstances.
- g. Any employee who anticipates a series of three (3) or more medical appointments, which will require a repeated use of sick leave in units of one day or less shall submit medical documentation indicating the nature of the condition and the anticipated schedule of

treatment. Sick leave taken pursuant to said schedule of treatment shall be deemed documented.

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

**Section 6.**

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

**Section 7.**

- a.** An employee's annual leave shall be changed to sick leave during a period of verified hospitalization. When an employee is seriously disabled but not hospitalized while on annual leave, after the employee submits proof of such disability which is satisfactory to the agency head, such leave time may be charged to sick leave and not to annual leave at the employee's option.
- b.** Employees on approved sick leave who have exhausted their sick leave balances shall be placed on annual leave unless otherwise requested in writing for the duration of that absence, subject to continued proof of disability satisfactory to the agency.

**Section 8.**

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

**Section 9.**

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

New Year's Day	January 1 <sup>st</sup>
Martin Luther King, Jr. Day	Third Monday in January
Lincoln's Birthday *	February 12 <sup>th</sup>
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11 <sup>th</sup> (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 <sup>th</sup>

\* See Section 9(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 January 1, 1997, an Employee shall be entitled to one floating holiday in each calendar year during which the employee is in active pay status with the Employer prior to Lincoln's Birthday of such calendar year, subject to the following conditions:
  - i. Employees newly hired on or after July 1, 2004 shall not be entitled to the floating holiday.
  - ii. The floating holiday shall be taken at the employee's discretion, subject to the needs of the employing agency. Employees must request to use their floating holiday in writing at least 30 days in advance on a form supplied by the agency. Approval or disapproval of the request shall be made on the same form by a supervisor authorized to do so by the agency. Decisions shall be made within ten (10) working days of submission.
  - iii. Employees wishing to use their floating holiday to observe Lincoln's Birthday shall file such requests prior to January 15. Approval shall not be unreasonably denied. For the purposes of this subsection, the day of observance for employees of Mayoral agencies assigned to Board of Education facilities shall be on the day set by the Board.
  - iv. Once a floating holiday request has been approved, the approval may not be rescinded except in writing by the agency head, Executive Director of a Hospital or Chief of Personnel in the Police Department. If an employee is required to work on a floating holiday once the request for it has been approved, the employee shall receive a fifty percent (50%) cash premium for all regularly scheduled hours worked on the floating holiday and shall, in addition, receive compensatory time off at the employee's regular rate of pay.
  - v. The floating holiday must be used in the calendar year in which it is earned and may not be carried over to a succeeding year or cashed out upon separation of service. If the agency head calls upon an employee not to take the floating holiday by the end of the calendar year, the floating holiday shall be carried over to the following calendar year only.
  - vi. For employees assigned to perform work at facilities which are normally closed on Lincoln's Birthday, such as, but not limited to, State Courts or Department of Sanitation garages, Lincoln's Birthday shall continue to be observed as an official holiday and the floating holiday provisions set forth in this subsection c, shall not apply.

### **Section 10. Line of Duty Injury Due to Assault**

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

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

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

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

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

### **Section 11. Line of Duty Injury Other than Assault**

For employees who do not come under the provisions of Section 10 of this Article but who are injured in the course of employment, upon determination by the head of an agency that an employee has been physically disabled because of an injury arising out of and in the course of the employee's employment, through no fault of the employee, the agency head will grant the injured employee an extended sick leave with pay not to exceed three (3) months after all the employee's sick leave and annual leave balances have been exhausted. This additional leave must be taken immediately following the exhaustion of such balances. No such leave with pay shall be granted unless the Worker's Compensation Division of the Law Department advises the agency head in writing that the employee's injury has been accepted by the Division as compensable under the

Worker's Compensation Law, or if such injury is not accepted by the Division as compensable under such law, unless the Worker's Compensation Board determines that such injury is compensable under such law. If an employee is granted extended sick leave with pay pursuant to this Section, the employee shall receive the difference between the employee's weekly salary and the employee's compensation rate for the period of time granted. The employee shall, as a condition of receiving benefits under this Section, execute an assignment of the proceeds of any judgment or settlement in any third party action arising from such injury, in the amount of the pay and medical disbursements received pursuant to this Section, but not to exceed the amount of such proceeds. Such assignment shall be in the form prescribed by the Corporation Counsel. The injured employee shall undergo such medical examinations as are requested by the Worker's Compensation Division of the Law Department and the employee's agency, and when found fit for duty by the Worker's Compensation Board shall return to the employee's employment.

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

**Section 12.**

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

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

**Section 13.**

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

- a. All unused accrued annual leave to a maximum of fifty-four (54) days credit.
- b. All unused accrued compensatory time earned subsequent to March 15, 1968 and retained pursuant to this Agreement, verifiable by official agency records, to a maximum of two hundred (200) hours.

**Section 14.**

If an employee dies during the term of this Agreement because of an injury arising out of and in the course of the employee's employment through no fault of the employee, and in the proper performance of the employee's duties, a payment of twenty-five thousand dollars (\$25,000) will be made from funds other than those of the Retirement System in addition to any other payment which may be made as a result of such death. Such payment shall be made to the same beneficiary designated for the purposes of Section 13 of this Article, or if no beneficiary is so designated, payment shall be made to the employee's estate.

**Section 15.**

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

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

**Section 16.**

- a. Every employee is obligated to report for work as scheduled.
- b. Except for the employees described in subsection c below, there shall be a grace period of five minutes at the beginning of the work shift. When an employee's lateness extends beyond the five-minute grace period, the full period of time between the scheduled reporting time and the actual reporting time shall be charged against such employee (e.g. an employee whose starting time is 9:00 a.m. who reports to work at 9:05 a.m. would not be "late," but such an employee with such a starting time who reports to work at 9:06 a.m. would be charged with six (6) minutes of lateness).
- c. The following employees shall not be entitled to the five-minute grace period described in subsection b above:
  - i. Emergency personnel, including, but not limited to, Fire Alarm Dispatchers, Police Communication Technicians, Emergency Medical Services Specialists. The City shall furnish the Union with a full list of such positions.
  - ii. Employees whose positions require, in the event of late reporting for work, that another be held over from a previous shift or be called in to substitute for the late employee, at premium rates of pay.
  - iii. Employees subject to flexible work schedules.
- d. Lateness beyond the five-minute grace period shall be classified as "excused" or "not excused" and excused lateness shall not be charged against the employee. Lateness found by the agency head or the individual designated by the agency head to have been caused by unforeseen public transportation delays or other circumstances which arise after an employee leaves for work which cannot be anticipated (e.g. elevator breakdowns or private transportation breakdowns) which are beyond the ability of the tardy employee to control shall be excused. Such findings shall be reasonably made; and the tardy employee may be required to furnish proof satisfactory to the agency head of the cause of the lateness. A request for excusal shall not be unreasonably denied. A refusal to excuse a lateness may be appealed to the Commissioner of Labor Relations whose decision shall be final.
- e. Deduction for unexcused lateness shall be made on a minute for minute basis from any compensatory time standing to an employee's credit and then, if there is no such credited time, from the employee's annual leave balances.

- f. The City reserves the right and power appropriately and for just cause to discipline or to discharge an employee for excessive lateness.
- g. Contractual provisions or agency policies regarding lateness, grace or excusal periods or lateness penalties inconsistent with the uniform lateness policy set forth in this Section shall be superseded by this Section 16.
- h. Latenesses caused by a verified major failure of public transportation, such as a widespread or total power failure of significant duration or other catastrophe of similar severity, shall be excused.
- i. Each agency will prepare contingency plans for operation during a major failure of public transportation which would cause disabled employees, as defined in the Americans with Disabilities Act, great difficulty in reaching their regular work location. Such plans will include, where practicable and productive, provisions assigning disabled employees to report to agency locations closer to their homes. Such plans shall also include provisions for excusal by the agency head of absences on an individual basis for disabled employees. Decisions of the agency head with respect to absences under such plans shall not be subject to the grievance procedure.

**Section 17.**

- a. Effective January 1, 1975, the terminal leave provision for all employees except as provided in subsections b. and c., below shall be as follows:  
  
Terminal leave with pay shall be granted prior to final separation to employees who have completed at least ten (10) years of service on the basis of one (1) day of terminal leave for each two (2) days of accumulated sick leave up to a maximum of one hundred-twenty (120) days of terminal leave. Such leave shall be computed on the basis of work days rather than calendar days.
- b. Any employee who as of January 1, 1975 had a minimum of fifteen (15) years of service as of said date may elect to receive upon retirement a terminal leave of one (1) calendar month for every ten (10) years of service pro-rated for a fractional part thereof in lieu of any other terminal leave. However, any sick leave taken by such employees subsequent to July 1, 1974 in excess of an average annual usage of six (6) days per year shall be deducted from the number of days of terminal leave to which the employee would otherwise be entitled at the time of retirement, if the employee chooses to receive terminal leave under this subsection.
- c. In the case where an employee has exhausted all or most of the employee's accrued sick leave due to a major illness, the agency head, in the agency head's discretion, may apply two and one-fifth (2 1/5) workdays 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.

- e. For employees newly hired on or after July 1, 2004, terminal leave with pay shall be granted prior to final separation to employees who have completed at least ten (10) years of service on the basis of one (1) day of terminal leave for each three (3) days of accumulated sick leave up to a maximum of one hundred-twenty (120) days of terminal leave. Such leave shall be computed on the basis of workdays rather than calendar days.

**Section 18.**

- a. Shortened workday schedules or heat days in lieu thereof for employees who have traditionally enjoyed shortened workday schedules or heat days in lieu thereof shall begin on July 1 and terminate on Labor Day. Employees who are entitled to receive heat days in lieu of shortened workdays shall receive three (3) such days.
- b. Shortened workday schedules and heat days in lieu thereof shall be abolished for employees who work in air-conditioned facilities and for outdoor and field employees. However, outdoor and field employees who traditionally enjoyed such benefits and who are required to return to an office location before the end of the workday shall be entitled to the same summer schedules enjoyed by office employees at such location on such day.
- c. Outdoor and field employees include, but are not limited to, law enforcement personnel, Traffic Enforcement Agents, Traffic Device Maintainers, Motor Vehicle Operators, Inspectors, Engineers, Assessors, Appraisers, Investigators, Quality Control Specialists and Public Health Nurses. Homemakers and employees in equivalent titles, who are assigned to work in clients' homes which are not air-conditioned and who traditionally enjoyed shortened workday schedules or heat days in lieu thereof, shall continue to be so entitled.
- d. No shortened workday schedules or heat days in lieu thereof, shall be granted to any employee until the employee has completed one year of service.
- e. Employees who work shortened workday schedules as described in this Section are entitled to the meal allowances set forth in Section 8 of Article IV, provided that such employees work a minimum of three (3) hours beyond the shortened workday schedule. An employee who qualifies for a meal allowance pursuant to this subsection shall not count the first hour worked after the shortened workday schedule in computing the amount of the meal allowance to which the employee is entitled.

**Section 19.**

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

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

- ii. For all employees newly hired on or after July 1, 2004,

<u>Years of Service</u>	<u>Accrual</u>
At the beginning of the 1 <sup>st</sup> year	1 hour for 15 hours worked (154 hours maximum)
At the beginning of the 5 <sup>th</sup> year	1 hour for 14 hours worked (165 hours maximum)
At the beginning of the 6 <sup>th</sup> year	1 hour for 13 hours worked (176 hours maximum)
At the beginning of the 7 <sup>th</sup> year	1 hour for 12 hours worked (199 hours maximum)
At the beginning of the 9 <sup>th</sup> year	1 hour for 11 hours worked (210 hours maximum)

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

- i. Effective July 1, 2004, all employees newly hired on or after July 1, 2004 shall accrue sick leave at the rate of one (1) hour of sick leave for each 24 hours actually worked for the first five (5) years of service.

- c. If no full-time equivalent title exists then the minimum number of hours required in order to receive leave credits pursuant to this Section shall be based on the nature of employment as follows:

White Collar Employment - 17 1/2 hours per week  
Blue Collar Employment - 20 hours per week

**Section 20.**

- a. A childcare 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 childcare 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).

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

- c. Employees, who initially elect to take less than the forty-eight (48) month maximum period of leave or the thirty-six (36) months, may elect to extend such leave by up to two extensions, each extension to be a minimum of six (6) months. However, in no case may the initial leave period plus the one or two extensions total more than forty-eight (48) months or thirty-six (36) months.
- d. This provision shall not diminish the right of the Agency Head or the Personnel Director, as set forth in Rule 5.1 of the Leave Regulations, to grant a further leave of absence without pay for childcare purposes.

**Section 21.**

- a. Bereavement leave shall be granted for the death of an employee's spouse; "domestic partner," as defined in the New York Administrative Code Section 1-112(21); natural, foster or step-parent; child; brother or sister; father-in-law; mother-in-law; or other relative residing in the household.
- b. Effective November 26, 1999, bereavement leave shall be granted for the death of a grandchild.
- c. When a death in an employee's family occurs while the employee is on annual or sick leave, such time as is excusable for death in the family shall not be charged to annual or sick leave.

**Section 22.**

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

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

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

**Section 23.**

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

## ARTICLE VI - TIME AND LEAVE VARIATIONS

This Article shall apply only to employees who work other than a regularly scheduled standard work week consisting of five (5) seven (7) hour, seven and one-half (7½) hour or eight (8) hour days.

### Section 1.

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

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

### Section 2.

- a. When an employee does not work on one of the regular holidays, a number of hours equal to the number of hours in the employee's regularly scheduled work day shall be subtracted from the employee's "holiday leave bank."
- b. An employee who works on any of the regular holidays shall be compensated in accordance with Section 3 of this Article or the overtime provisions of this Agreement, whichever is applicable.
- c. When either the holiday or the day designated for observance occurs on an employee's scheduled day off and the employee does not work on such day, the employee shall accrue credits pursuant to Section 1 of this Article, but no credits shall be deducted from the employee's "holiday leave bank."

### Section 3.

- a. If an employee is required to work on any of the holidays listed in Article V, Section 9 of this Agreement, the employee shall receive a fifty percent (50%) cash premium for all hours worked on the holiday, and there shall be no deduction from the employee's "holiday leave bank."
- b. If a holiday falls on a Saturday or Sunday, the fifty percent (50%) cash premium shall apply only to those employees who are required to work on the Saturday or Sunday holiday. Employees required to work on the Monday or Friday designated by the Employer for holiday observance shall not have any time charged against their "holiday leave bank" as a result of the Saturday or Sunday holiday, but shall not receive premium pay.
- c. With respect to an employee who is scheduled to work on both the Saturday or Sunday holiday and the day designated for observance: (1) if the employee is required to work on only one of such days, the employee's "holiday leave bank" shall be charged the equivalent of one day. Such employee shall receive the fifty percent (50%) cash premium when required to work on Saturday or Sunday; or (2) if the employee is required to work on both such days, the employee shall receive the fifty percent (50%) cash premium for all hours worked on the Saturday or Sunday holiday without any charge to the employee's "holiday leave bank."
- d. However, if the employee is required to work on a holiday which falls on the employee's scheduled day off, the employee may choose whether such holiday work is to be

compensated by the fifty percent (50%) cash premium without charge to the employee's leave bank, or, if otherwise eligible, by the overtime provisions of Article IV.

- e. An employee shall not receive for the same hours of work both (1) overtime pay and (2) the fifty percent (50%) cash premium without charge to the employee's "holiday leave bank." However, regardless of whether the holiday falls on a regular working day or on a scheduled day off, if the number of hours worked on such holiday exceeds the employee's normal daily tour of duty, all hours of work in excess of such normal daily tour of duty shall be covered by the overtime provisions of Article IV.
- f. Shifts which begin at 11 P.M. or later on the day before the holiday shall be deemed to have been worked entirely on the holiday, and shifts which begin at 11 P.M. or later on the holiday shall be deemed not to have been worked on the holiday.

**Section 4.**

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

**Section 5.**

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

i. <u>Work Week</u>	<u>For employees hired before July 1, 2004</u>		
	<u>Years of Service</u>	<u>Allowance</u>	<u>Monthly Accrual</u>
60	Beginning of 15th year	324:00 hours	27:00 hours
	Beginning of 8th year	300:00 hours	25:00 hours
	Beginning of 5th year	240:00 hours	20:00 hours
	First Year	180:00 hours	15:00 hours
40	Beginning of 15th year	216:00 hours	18:00 hours
	Beginning of 8th year	200:00 hours	16:40 hours
	Beginning of 5th year	160:00 hours	13:20 hours
	First Year	120:00 hours	10:00 hours
37½	Beginning of 15th year	202:30 hours	16:53 hours
	Beginning of 8th year	187:30 hours	15:38 hours
	Beginning of 5th year	150:00 hours	12:30 hours
	First Year	112:30 hours	9:23 hours
35	Beginning of 15th year	189:00 hours	15:45 hours
	Beginning of 8th year	175:00 hours	14:35 hours
	Beginning of 5th year	140:00 hours	11:40 hours
	First Year	105:00 hours	8:45 hours

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

ii. **For employees hired after July 1, 2004:**

<b><u>Work Week</u></b>	<b><u>Years of Service</u></b>	<b><u>Monthly Accrual</u></b>	<b><u>Allowance</u></b>
<b>60</b>	Beginning with 17th Year	27:00 hours	324:00 hours
	Beginning with 14th Year	25:00 hours	300:00 hours
	Beginning with 13th Year	24:00 hours	288:00 hours
	Beginning with 12th Year	23:00 hours	276:00 hours
	Beginning with 11th Year	22:00 hours	264:00 hours
	Beginning with 10th Year	21:00 hours	252:00 hours
	Beginning with 9th Year	20:00 hours	240:00 hours
	Beginning with 8th Year	19:00 hours	228:00 hours
	Beginning with 7th Year	18:00 hours	216:00 hours
	Beginning with 6th Year	17:00 hours	204:00 hours
<b>40</b>	Beginning with 5th Year	16:00 hours	192:00 hours
	First Year	15:00 hours	180:00 hours
	Beginning with 17th Year	18:00 hours	216:00 hours
	Beginning with 14th Year	16:40 hours	200:00 hours
	Beginning with 13th Year	16:00 hours	192:00 hours
	Beginning with 12th Year	15:20 hours	184:00 hours
	Beginning with 11th Year	14:40 hours	176:00 hours
	Beginning with 10th Year	14:00 hours	168:00 hours
	Beginning with 9th Year	13:20 hours	160:00 hours
	Beginning with 8th Year	12:40 hours	152:00 hours
<b>37<sup>½</sup></b>	Beginning with 7th Year	12:00 hours	144:00 hours
	Beginning with 6th Year	11:20 hours	136:00 hours
	Beginning with 5th Year	10:40 hours	128:00 hours
	First Year	10:00 hours	120:00 hours
	Beginning with 17th Year	16:53 hours	202:30 hours
	Beginning with 14th Year	15:38 hours	187:30 hours
	Beginning with 13th Year	15:00 hours	180:00 hours
	Beginning with 12th Year	14:23 hours	172:30 hours
	Beginning with 11th Year	13:45 hours	165:00 hours
	Beginning with 10th Year	13:08 hours	157:30 hours
Beginning with 9th Year	12:30 hours	150:00 hours	
Beginning with 8th Year	11:53 hours	142:30 hours	
Beginning with 7th Year	11:15 hours	135:00 hours	
Beginning with 6th Year	10:38 hours	127:30 hours	
Beginning with 5th Year	10:00 hours	120:00 hours	

	First Year	9:23 hours	112:30 hours
	Beginning with 17th Year	15:45 hours	189:00 hours
	Beginning with 14th Year	14:35 hours	175:00 hours
	Beginning with 13th Year	14:00 hours	168:00 hours
	Beginning with 12th Year	13:25 hours	161:00 hours
	Beginning with 11th Year	12:50 hours	154:00 hours
35	Beginning with 10th Year	12:15 hours	147:00 hours
	Beginning with 9th Year	11:40 hours	140:00 hours
	Beginning with 8th Year	11:05 hours	133:00 hours
	Beginning with 7th Year	10:30 hours	126:00 hours
	Beginning with 6th Year	9:55 hours	119:00 hours
	Beginning with 5th Year	9:20 hours	112:00 hours
	First Year	8:45 hours	105:00 hours

#### **Section 6.**

The "Sick Leave Allowance" shall accrue on an hourly basis. The monthly accrual of sick leave shall be equal to one-fifth the number of hours in the respective employee's work week.

- a. For all employees *newly* hired after July 1, 2004, the monthly accrual of sick leave shall be equal to 10/60<sup>th</sup>s of the number of hours in the respective employee's work week for the first five (5) years of service.

#### **Section 7.**

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

#### **Section 8.**

- a. Employees who are otherwise entitled to receive heat days pursuant to Article V, Section 18 of this Agreement shall receive compensatory time for said heat days. The number of hours credited for each heat day shall be equal to one-fifth (1/5) the number of hours in the respective employee's work week.
- b. Employees who are otherwise entitled to a shortened workday schedule pursuant to Article V, Section 18 of this Agreement shall be credited with five (5) hours of compensatory time, in lieu of any shortened workday schedule, for each week actually worked while shortened schedules are in effect.

## ARTICLE VII - HEALTH INSURANCE

### Section 1.

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

### Section 2.

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

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

- b. Effective with the reopener period for health insurance subsequent to January 1, 1980 and every two years thereafter, retirees shall have the option of changing their previous choice of health plans. This option shall be exercised in accordance with procedures established by the Employer. The Union will assist in 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 will recommend to the New York City Employee Health Benefits Program that retirees be permitted to add dependents to such retirees' coverage under the New York City Employee Health Benefits Program on the same terms and conditions as active employees.

**Section 6.**

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

**ARTICLE VIII - CAR ALLOWANCES**

**Section 1.**

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

**Section 2.**

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

Effective July 1, 2001

28¢ per mile

**ARTICLE IX - 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.

#### **Section 4.**

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

#### **Section 5.**

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

#### **Section 6.**

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

**Section 7.**

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

**Section 8.**

- a. In the event of an overpayment to an employee which is agreed by both parties to be erroneous, the employer shall not make wage deductions for recoupment purposes in amounts greater than: 10% if the employee's gross pay is under \$17,500, 15% if the employee's gross pay is \$17,500 or over and under \$32,500, and 25% if the employee's gross pay is \$32,500 or more. In the event the employee disputes the alleged erroneous overpayment, the employee or the union, except as provided in Section 8(b), may appeal to the Office of Labor Relations ("OLR") within 20 days of a notice by the employer of its intent to recoup the overpayment and no deduction for recoupment shall be made until OLR renders a decision, which decision shall be final. Nothing contained above shall preclude the parties or affected individuals from exercising any rights they may have under law.
- b. In the event of a dispute by an employee of the NYC Health + Hospitals ("H+H") concerning an alleged erroneous overpayment, the employee shall send notice of the appeal to both OLR and H+H's Office of the Vice President for Human Resources within 20 days of the notice by H+H of its intent to recoup said overpayment.  
  
H+H will attempt within 21 days to resolve the dispute and execute a stipulation of settlement. Copies of any such stipulation of settlement shall be sent to the employee, the Union, and the OLR. If after 21 days the dispute remains unresolved or upon notification by H+H that no resolution can be reached, the OLR shall render a decision pursuant to Section 8(a).
- c. Any recoupment shall be limited to the period up to six years prior to the commencement of such proceedings for recoupment.
- d. In lieu of wage deductions for recoupment purposes, the Employer may, with the consent of the employee, make deductions from the employee's annual leave or compensatory leave banks.

**Section 9.**

Any employee who is required to take a medical examination to determine if the employee is physically capable of performing the employee's full duties, and who is found not to be so capable, shall, as far as practicable, be assigned to in-title and related duties in the same title during the period of the employee's disability. If a suitable position is not available, the Employer shall offer the employee any available opportunity to transfer to another title for which the employee may qualify by the change of title procedure followed by the New York City Department of Citywide Administrative Services pursuant to Rule 6.1.1 of the Personnel Rules

and Regulations of the City of New York or by noncompetitive examination offered pursuant to Rule 6.1.9 of the Personnel Rules and Regulations of the City of New York.

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

**Section 10.**

- a. Interest on wage increases shall accrue at the rate of three percent (3%) per annum from one hundred-twenty (120) days after execution of the applicable agreement or one hundred-twenty (120) days after the effective date of the increase, whichever is later, to the date of actual payment.
- b. Interest on shift differentials, holiday and overtime pay, shall accrue at the rate of three percent (3%) per annum from one hundred twenty (120) days following their earning or one hundred twenty (120) days after the execution of this Agreement, whichever is later, to the date of actual payment.
- c. Interest accrued under subsections 10(a) or 10(b) shall be payable only if the amount of interest due to an individual employee exceeds five dollars (\$5.00).

**Section 11.**

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

**Section 12.**

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

**Section 13.**

The Employer shall not withhold entire paychecks when an employee has no leave balance to cover absences without pay, due to illness, up to a maximum of five (5) 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 14.**

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

**Section 15.**

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

**Section 16.**

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

**Section 17.**

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

**Section 18.**

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

**Section 19.**

**For the period July 1, 2001 to June 24, 2018:**

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

**Effective June 25, 2018:**

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) workdays 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, however covered unions shall not be required to provide representation to employees who are not members of the Union at the time of the incident(s) prompting the interview/hearing and/or are not members at the time of the interview/hearing. 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.
- d. This Section shall not alter the provisions of any existing unit Agreement which contains a more beneficial procedure.

**Section 20.**

- a. Upon the conclusion of an investigation conducted pursuant to Executive Order 16, dated July 26, 1978, the summoned employee shall be entitled, upon request, to a copy of any sworn statement the employee has given to an Inspector General or the Inspector General's designee or representative.
- 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 21.**

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

**Section 22.**

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

**Section 23.**

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

**Section 24. Full-time Per Diem Employees**

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

- a. In order to qualify, a per diem employee must, at the time of appointment, be assigned to regularly work the normal full-time work week established for such per annum title as listed in Appendix A of the Citywide Agreement ("full-time basis") and *must* continue to regularly work the normal full-time work week established for such per annum title.
- b. For the purpose of salary increment schedules or additions-to-gross payments based on active service (including: experience differentials, longevity differentials, longevity increments, recurring increment payments and service increments), the qualifying service for these provisions shall commence with the original date of appointment on a full-time basis, provided the employee has no break in service \* of more than 31 days. Employees with a break in service shall be deemed newly hired and only service subsequent to such break shall be credited.
- c. Except as may otherwise be provided by an agreement applicable to the employee's title, assignment differentials, certification differentials, educational differentials, license differentials, uniform allowances and uniform maintenance allowances shall be paid from the original date of appointment on a full-time basis.
- d. For purposes of calculating the seniority of employees appointed prior to December 5, 1999, the seniority date shall be deemed their original date of appointment on a full-time basis. However, no benefits granted in this Section 24 are payable prior to December 5, 1999.
- e. These provisions shall only apply to an employee hired on a temporary basis pursuant to Rule 5.4 of the Personnel Rules and Regulations of the City of New York if such employee has worked the normal full-time work week established for the per annum title for one full year (52 weeks) without a break in service\* of more than 31 days and continues to regularly work such normal full-time work without a break in service of more than 31 days.
- f. These provisions shall take effect December 5, 1999.

**Section 25. Notice of Major Renovations**

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

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\* See Article I, Section 5(e).

**Section 26. Functional Transfers**

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

**Section 27. Metrocards**

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

**Section 28. Conflict of Interest Board Submissions**

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

**ARTICLE X - EVALUATIONS AND PERSONNEL FOLDERS**

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

### **Section 2.**

- a. The duly certified union representative shall be given a copy of proposed changes in job specifications for any title certified to such union for its perusal at least seven (7) working days in advance of the final approval of such changes.
- b. Notice of final revisions shall be distributed to all affected agencies and shall be posted in appropriate areas for thirty (30) days.

### **Section 3.**

The Employer's contribution to all existing and any newly negotiated Training Fund agreements may be applied, by the agreement of the parties, to a mutually agreed upon Training Trust Fund for the purpose of establishing and administering 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 or the Rules and Regulations of the NYC Health + Hospitals.

**Section 5.**

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

**Section 6.**

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

**Section 7.**

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

**ARTICLE XII - UNION RIGHTS**

**For the period July 1, 2001 to June 24, 2018:**

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

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

**Section 4.**

When an employee is promoted or reclassified to another title certified to the same union as the employee's former title, the dues check-off shall continue uninterrupted. The Employer will issue an appropriate administrative instruction to all agencies to ensure compliance with this Section.

**Section 5.**

When an employee returns from an approved leave of absence without pay, is re-appointed 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 ensure compliance with this Section.

**Section 6.**

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

**Section 7.**

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

**Effective June 25, 2018:**

**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.
- d. Within thirty (30) days of an employee first being employed, reemployed or transferred to a new bargaining unit, the employer shall notify the bargaining unit's certified representative of the employee's name, home address when available, job title, employing agency, department or other operating unit, work email address and work location.
- e. Within thirty (30) days of providing such notice under Section 1(d), the employer shall allow a duly appointed representative of the certified union to meet with such employee for a reasonable amount of time during his or her work time without charge to leave credits, provided that such meeting does not disrupt agency operations and that arrangements for such meeting be scheduled in consultation with a designated representative of the Employer. Where practicable, this requirement may be satisfied by allowing each certified union a reasonable amount of time during a formal employee orientation program to provide membership information to employees.

#### **Section 2.**

- a. The Employer shall commence deduction of dues as soon as practicable, but in no case later than thirty (30) days after receiving proof of a signed dues check off authorization card.
- b. The employer shall accept signed dues check off authorization cards signed by means of written and/or electronic signatures. The right to membership dues shall remain in effect until the (1) employee is no longer employed in a title represented by the union or (2) the employee revokes such dues check off authorization pursuant to and in accordance with the terms of the dues check off authorization card.

#### **Section 3.**

- a. Each certified union shall elect whether to maintain custody of or to have reasonable access to its dues check off authorization cards in the custody of the Employer.
- b. When an employee transfers from one agency to another, but remains in the same bargaining unit, the employee shall continue to be covered by the same dues check off authorization card and not be required to sign another authorization card. Where the certified union has elected to permit the employer to maintain custody of its dues check-off authorization cards, the agency where the employee was formerly employed shall transfer the check off authorization card to the employee's new agency. The Employer will issue an appropriate administrative instruction to all agencies to ensure compliance with this Section.

#### **Section 4.**

When an employee is promoted or reclassified to another title certified to the same union as the employee's former title, the Employer shall notify the certified union, and the dues check off shall continue uninterrupted. The Employer will issue an appropriate administrative instruction to all agencies to ensure compliance with this Section.

**Section 5.**

When an employee returns from an approved leave of absence without pay, is re-appointed 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, the Employer shall notify the 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 ensure compliance with this Section.

**Section 6.**

The Employer shall furnish to a certified union, at least once every thirty (30) days, a listing of employees by Job Title Code, home address when available, Employee Identification Number or Social Security Number, Department Code Number, work email address, and current work location. This listing shall constitute sufficient notice under Sections 1(e), Section 4, and Section 5 of this Article XII.

In addition to the above-referenced information, where the Employer provides Employee Identification Number in lieu of Social Security Number, the Employer shall separately provide a listing of Employee Identification Numbers and associated Social Security Numbers.

This information shall be furnished to each certified union and to the Municipal Labor Committee.

A labor management technical committee shall be established and will meet quarterly to discuss matters of mutual concern regarding the sharing of data under this Section.

**Section 7.**

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

**Section 8.**

- a. Each certified union may use the Employer's mail and electronic mail systems for communication and distribution of union information so long as such use conforms to the City of New York Policy on Limited Personal Use of City Office and Technology Resources or equivalent policy. Nothing contained herein shall limit the Employer's right to amend its Limited Use Policies.

- b. The Employer shall provide local bulletin boards at each work location in areas mutually agreed upon for the exclusive use of the certified union.

### **ARTICLE XIII - WELFARE FUNDS**

#### **Section 1.**

- a. Welfare fund contributions shall remain uniform for those employees whose respective certified unions have elected to receive the uniform contributions provided by this Article. Upon the execution of an election, welfare fund contributions shall be made uniform for those employees whose respective certified unions have not heretofore elected the uniform contributions. Under such election, welfare fund contributions shall be permanently reserved for citywide bargaining. This shall not, however, preclude the right of any certified union to bargain for welfare fund coverage for groups of employees not now included in welfare fund agreements.
- b. Effective January 1, 1979, District Council 37 or any of its affiliated locals or any other certified union which elects to be covered by this Section, shall be entitled to receive such separate contributions as may be provided in this Agreement for welfare, training and legal services benefits, as a single contribution. This contribution shall be paid by the Employer into a trusted administrative Benefits Fund Trust and shall be held by the trustees of that fund for the exclusive purpose of providing, through other funds, welfare, training and legal service benefits for the employees so covered as well as any other benefits as the Employer and the certified union may agree upon. Such administrative Benefits Fund Trust contribution by the Employer shall be subject to a separate agreement between the Employer and the union. Such agreement shall include among its provisions that the Employer shall continue to have the right to review the distribution of funds to and the level of benefits provided by the individual funds. The individual funds shall also continue to be subject to a separate agreement between the Employer and the union.

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

#### **Section 2. Full-Time Employees:**

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

<u>Effective Date:</u>	<u>Amount<sup>2</sup>:</u>
July 1, 2001	\$1,275
June 30, 2002	\$1,475
July 1, 2004	\$1,540
July 1, 2005	\$1,575
January 1, 2006	\$1,640
July 1, 2014	\$1,665
July 1, 2015	\$1,690
July 1, 2016	\$1,715
March 3, 2017 <sup>1</sup>	\$1,915
July 1, 2017	\$1,940
April 26, 2021	\$1,990
<p><sup>1</sup> Increase is effective the first day of the eighty-fifth (85th) months of the applicable Successor Unit Agreement</p> <p><sup>2</sup> Amounts include increases provided by the Stabilization Fund</p>	

- b. Effective January 11, 2001, the Employer shall make a one hundred twenty-five dollar (\$125) one-time payment to each Welfare Fund on behalf of each full-time per annum employee who, pursuant to Section 2(a), is receiving benefits on January 11, 2001.
- c. Effective July 1, 2001, the Employer shall make a one hundred dollar (\$100) one-time payment to each Welfare Fund on behalf of each full-time per annum employee who, pursuant to Section 2(a), is receiving benefits on July 1, 2001.
- d. Effective July 1, 2009, the Employer shall make a two hundred dollar (\$200) one-time payment to each Welfare Fund on behalf of each full-time per annum employee who, pursuant to Section 2(a), is receiving benefits on July 1, 2009.
- e. Effective July 1, 2016, the Employer shall make a one hundred dollar (\$100) one-time payment to each Welfare Fund on behalf of each full-time per annum employee who, pursuant to Section 2(a), is receiving benefits on July 1, 2016.
- f. Effective July 1, 2018, the Employer shall make a one hundred dollar (\$100) one-time payment to each Welfare Fund on behalf of each full-time per annum employee who, pursuant to Section 2(a), is receiving benefits on July 1, 2018.
- g. Effective July 1, 2019, the Employer shall make a one hundred dollar (\$100) one-time payment to each Welfare Fund on behalf of each full-time per annum employee who, pursuant to Section 2(a), is receiving benefits on July 1, 2019.

**Section 3.**

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

<u>Effective Date:</u>	<u>Amount<sup>2</sup>:</u>
July 1, 2001	\$728.57
June 30, 2002	\$842.86
July 1, 2004	\$880.00
July 1, 2005	\$900.00
January 1, 2006	\$937.14
July 1, 2014	\$951.43
July 1, 2015	\$965.71
July 1, 2016	\$980.00
March 3, 2017 <sup>1</sup>	\$1,094.29
July 1, 2017	\$1,108.57
April 26, 2021	\$1,137.14
<p><sup>1</sup> Increase is effective the first day of the eighty-fifth (85th) month of the applicable Successor Unit Agreement</p> <p><sup>2</sup> Amounts include increases provided by the Stabilization Fund</p>	

- b. Effective January 11, 2001, the Employer shall make a seventy-one dollar and forty-three cents (\$71.43) one-time payment to each Welfare Fund on behalf of each part-time per annum, hourly, per diem, per session and seasonal employees who, pursuant to Section 3(a), is receiving benefits on January 11, 2001.

- c. Effective July 1, 2001, the Employer shall make a fifty-seven dollar and fourteen cents (\$57.14) one-time payment to each Welfare Fund on behalf of each part-time per annum, hourly, per diem, per session and seasonal employees who, pursuant to Section 3(a), is receiving benefits on July 1, 2001.
- d. Effective July 1, 2009, the Employer shall make a one-hundred fourteen dollar and twenty-nine cents (\$114.29) one-time payment to each Welfare Fund on behalf of each part-time per annum, hourly, per diem, per session and seasonal employees who, pursuant to Section 3(a), is receiving benefits on July 1, 2009.
- e. Effective July 1, 2016, the Employer shall make a fifty-seven dollar and fourteen cents (\$57.14) one-time payment to each Welfare Fund on behalf of each part-time per annum, hourly, per diem, per session and seasonal employee who, pursuant to Section 3(a), is receiving benefits on July 1, 2016.
- f. Effective July 1, 2018, the Employer shall make a fifty-seven dollar and fourteen cents (\$57.14) one-time payment to each Welfare Fund on behalf of each part-time per annum, hourly, per diem, per session and seasonal employee who, pursuant to Section 3(a), is receiving benefits on July 1, 2018.
- g. Effective July 1, 2019, the Employer shall make a fifty-seven dollar and fourteen cents (\$57.14) one-time payment to each Welfare Fund on behalf of each part-time per annum, hourly, per diem, per session and seasonal employee who, pursuant to Section 3(a), is receiving benefits on July 1, 2019.
- h. If no full-time equivalent title exists, then the minimum number of hours required to be eligible to receive a contribution pursuant to this Section shall be based on the nature of employment as follows:

White Collar Employment	17 1/2 hours per week
Blue Collar Employment	20 hours per week

**Section 4.**

- a. For employees separated from service subsequent to June 30, 1970 who were in a welfare fund subject to the provisions of the above Sections 2 and 3 at the time of such separation, the Employer shall, subject to a signed separate agreement between the Employer and the Union, contribute to the Welfare Fund on the same contributory basis as incumbent employees.
- b. The per annum contribution rates paid on behalf of employees separated from service to a welfare fund which covers such employees and the one-time lump sum payment (for such employees who are receiving benefits on January 11, 2001, July 1, 2001, July 1, 2009, July 1, 2016, July 1, 2018 and July 1, 2019) shall be adjusted in the same manner as the per annum contribution rates for other employees are adjusted pursuant to Sections 2 and 3.
- c. Contributions shall be made only for such time as said individuals remain primary beneficiaries of the New York City Employee Health Benefits Program and are entitled to benefits paid for by the Employer through such Program or are retirees of the New York City Employee's Retirement System who have completed at least five (5) years of full-time service with the City or, effective December 27, 2001, ten (10) years of full-time paid

service, for an individual who was not an employee of the City on or before December 27, 2001.

**Section 5.**

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

**Section 6.**

- a. District Council 37 and certified unions which elect to be covered by the uniform contributions provided for in this Article shall make every reasonable effort to publicize and disseminate to all employees covered under their respective welfare funds, whether members of the Union or not, full and complete information concerning the provisions thereof, including but not limited to, the following matters:
  - i. benefits provided and eligibility requirements
  - ii. procedures including the filing of applications, and
  - iii. where and when information may be obtained concerning such benefits.
- b. District Council 37 and the other certified unions which elect to be covered by this Article shall furnish information and applications readily and expeditiously to all covered employees on an equal basis.

**Section 7.**

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

**Section 8.**

- a. When a title not previously covered by any welfare fund becomes certified to a union, welfare fund payments shall be made to the appropriate union welfare fund pursuant to the terms of this Article effective the January 1<sup>st</sup> or July 1<sup>st</sup> next following the date of petition for certification.
- b. When a title or titles previously covered by the same welfare fund are reclassified, broadbanded, or consolidated into new title(s), welfare fund payments shall continue to be made to said welfare fund pursuant to the terms of this Article pending the final decision of the Board of Certification as to the bargaining status of the new title(s).
- c. When there is a certification dispute involving a title not previously covered by any welfare fund or titles previously covered by different welfare funds which have been reclassified, broadbanded, or consolidated into new title(s), such title(s) shall be covered by the Management Benefits Fund pending the final decision of the Board of Certification as to the bargaining status of the title(s).

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

#### **Section 9.**

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

#### **Section 10.**

- a. Training trust funds and welfare funds shall be audited by a certified public accountant to be selected by the trustees of such fund and at the expense of the respective fund. The results of such audits shall be submitted promptly to the Comptroller of the City of New York and such funds shall be subject to further audit by the Comptroller.
- b. In lieu of the annual report to the Comptroller required by the separate welfare fund agreement between the Employer and the certified union, the welfare fund may submit a copy of its ERISA filing.

#### **Section 11.**

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

#### **Section 12.**

The Unions have agreed to provide welfare fund benefits to domestic partners of covered employees in the same manner as those benefits are provided to spouses of married covered employees. Effective July 1, 2001, "covered employees" shall include widows(ers), 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.

### **ARTICLE XIV - OCCUPATIONAL SAFETY AND HEALTH**

#### **Section 1.**

The Employer shall establish a Citywide Occupational Safety and Health Committee, the members of which shall be appointed by the Mayor and shall include union representation. The Director of the Citywide Office on Safety and Health shall serve, *ex officio*, as Chairperson of this Committee. The Citywide Occupational Safety and Health Committee shall recommend citywide employee safety and health policy to the Mayor and shall assume the duties and responsibilities of the Occupational Safety and Health Planning Task Force created by Mayor's Executive Order No. 58, dated May 6, 1976, and shall also assume the citywide safety responsibilities of the City Director of Personnel contained in Mayor's Executive Order No. 109, dated August 28, 1969. In addition, this Committee shall act as the City's liaison with Federal and State Agencies, in efforts to obtain

grants to finance City employee safety and health programs and shall perform any additional tasks assigned by the Mayor.

**Section 2.**

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

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

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

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

### Section 1.

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

### Section 2.

The grievance procedure shall be as follows:

- STEP I** The employee and/or the Union shall present the grievance in writing to the person designated by the agency head for such purpose, not later than one hundred twenty (120) days after the date on which the grievance arose. The employee may also request an appointment to discuss the grievance. The person designated to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall reply in writing by the end of the third workday, following the date of submission.
- STEP II** An appeal from an unsatisfactory determination at STEP I shall be presented in writing to the agency head or the agency head's designated representative, who shall not be the same person designated in STEP I. The appeal must be made within five (5) working days of the receipt of the Step I determination. The agency head or the agency head's designated representative if any, shall meet with the employee and/or the Union for review of the grievance and shall issue a written determination by the end of the tenth workday following the date on which the appeal was filed.
- STEP III** An appeal from an unsatisfactory determination at STEP II shall be presented by the employee and/or the Union to the Commissioner of Labor Relations in writing, within ten (10) working days of the receipt of the STEP II determination. Copies of such appeals shall be sent to the agency head. The Commissioner of Labor Relations, or the Commissioner's designee shall review all such appeals from STEP II determinations and shall make and issue a written determination within fifteen (15) working days following the date on which the appeal was filed.
- STEP IV** An appeal from an unsatisfactory determination at STEP III may be brought solely by the Union to the Office of Collective Bargaining for impartial arbitration within fifteen (15) working days of receipt of the STEP III determination. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance." The Employer shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accordance with the Title 61 of the Rules of the City Of New York (formerly referred to as the Consolidated Rules of the Office of Collective Bargaining). The costs and fees of such arbitration shall be borne equally by the Union and the Employer.

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

Both the Employer and the Union will request the arbitrator to make every reasonable effort to issue the decision within thirty (30) days. The arbitrator's

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

**Section 3.**

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

**Section 4.**

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

**Section 5.**

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

**Section 6.**

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

**Section 7.**

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

**Section 8.**

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

**Section 9.**

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

**Section 10. FLSA Dispute Procedure**

- a. Any dispute, controversy or claim concerning or arising out of the application or interpretation of the Fair Labor Standards Act ("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.

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

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

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

### **Section 11. VDT Operators Dispute Procedure**

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

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

**STEP 1(a)** **NYC Health + Hospitals Only:**

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

**STEP 2** An appeal from an unsatisfactory determination at STEP 1 may be brought by the Union to the Office of Collective Bargaining for impartial arbitration within fifteen (15) workdays of receipt of the STEP 1 determination. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance". The Employer shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accordance with the Consolidated Rules of the Office of Collective Bargaining. The costs and fees of such arbitration shall be borne equally by the Union and the Employer.

Both the Employer and the Union will request the arbitrator to make every reasonable effort to issue the decision within thirty (30) days. The arbitrator's

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

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

## **ARTICLE XVI - DISCIPLINARY PROCEDURE FOR PROVISIONAL EMPLOYEES**

### **Effective for the period July 1, 2001 to August 29, 2011:**

When a claimed wrongful disciplinary action has been taken against a provisional employee who has served for two years \* in the same or similar title or related occupational group in the same agency, the following procedure shall govern upon service of written charges of incompetency or misconduct:

- STEP A** Following the service of written charges, a conference with such employee shall be held with respect to such charges by the person designated by the agency head to review a grievance at STEP I of the Grievance Procedure set forth in Article XV of this Agreement. The employee may be represented at such conference by a representative of the Union. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference.
- STEP B(i)** If the employee is not satisfied with the determination at STEP A above, then the employee may choose to proceed in accordance with the Grievance Procedure set forth in Article XV of this Agreement through STEP III. The Union, with the consent of the employee, shall have the right to proceed to binding arbitration pursuant to STEP IV of such Grievance Procedure. The period of an employee's suspension without pay pending hearing and determination of charges shall not exceed thirty (30) days.
- STEP B(ii)** An appeal from the determination of STEP A above shall be made to the agency head or designated representative. The appeal must be made in writing within five (5) workdays of the receipt of the determination. The agency head or designated representative shall meet with the employee and the Union for review of the grievance and shall issue a determination to the employee and the Union by the end of the tenth workday following the day on which the appeal was filed. The agency head or designated representative shall have the power to impose the discipline, if any, decided upon, up to and including termination of the accused employee's employment. In the event of such termination or suspension without pay totaling

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\* See Article I, Section 5(e).

more than thirty (30) days, the Union with the consent of the grievant may elect to skip STEP C of this Section and proceed directly to STEP D.

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

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

**Effective August 30, 2011:** Refer to Provisional Due Process Agreements attached as Appendix G to this Agreement.

## **ARTICLE XVII - JOB SECURITY**

### **Section 1. General Layoff Provisions**

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

- a. Notice shall be provided by the Office of Labor Relations to the appropriate union(s) not less than thirty (30) days before the effective dates of projected layoffs. Such notification(s) shall apply to all proposed layoffs and shall include a summary by layoff unit of the number of affected positions by title (including title code number and civil service status) and shall also include in addition to the above information the name, employee identification, 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 appropriate union with the objective of considering feasible alternatives to all or part of such scheduled layoffs, including but not limited to:
  - i. the transfer of employees to other agencies with retraining, if necessary, consistent with Civil Service law but without regard to the Civil Service title,
  - ii. the use of Federal and State funds whenever possible to retain or re-employ employees scheduled for layoff,

- iii. the elimination or reduction of the amount of work contracted out to independent contractors, and
  - iv. encouragement of early retirement and the expediting of the processing of retirement applications.
- c. After meeting and conferring with the designated representatives of the appropriate union, the Employer shall have the right, when necessary, to transfer any employee, in lieu of layoff, from one agency to another provided such transfer is within 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 appropriate bargaining representative a list of permanent competitive class employees who are on a preferred list with the original date of appointment utilized for the purpose of such layoff.
- 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.

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

- a. If budgetary restrictions, consolidations or abolition of functions or other curtailment of activities result in the abolition of non-competitive class or labor class positions, the suspension among the incumbents in the same class of positions shall be made in inverse order of their original appointment to the agency in the subject class of positions.
- b. The date of original appointment shall be the first date of appointment followed by continuous service up to the time of the abolition or reduction of positions.
- c. An employee who had been terminated from the subject class of positions and who was reappointed in the affected class of positions within one year thereafter shall for the purposes of this Section be deemed to have continuous service.
- d. A period of an authorized leave of absence without pay or any period during which an employee is suspended from the employee's position pursuant to this Section shall not constitute an interruption of continuous service for the purposes of this Section.
- e. In the case of non-competitive or labor class employees, the Employer may determine the layoff unit (agency, unit of appropriation, department, bureau, division, or other clearly identifiable subdivision). In such case, layoff shall be made from among incumbents in the same class of positions in each such layoff unit.
- f. If the Employer designates a subdivision smaller than a unit of appropriation, department, bureau, or division as a non-competitive layoff unit or smaller than a unit of appropriation as a labor class layoff unit, the affected union may appeal such designation within 3 days of the receipt of the layoff notice to Commissioner of Citywide Administrative Services who will issue a final and binding determination within 3 days of the receipt of such appeal.

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

  - i. All employees in probationary status in the same title. Among them, layoff shall be in inverse order of date of original appointment.
  - ii. All employees who have satisfactorily completed their probationary periods in the same title. Among them, layoff shall be in inverse order of date of original appointment.
- h. Employees appointed non-competitively to competitive class titles pursuant to Personnel Rule and Regulation 3.2.10 and Section 55-a of the New York State Civil Service Law will be treated as probationary competitive or permanent competitive employees for purposes of layoffs. For purposes of seniority, the date an employee is appointed pursuant to 55-a will be deemed equivalent to the date a competitive employee is appointed from an eligible list.

#### **Section 4. Non-Competitive Class and Labor Class Recall Procedures**

- a. In the event of layoff the Employer shall place the names of affected non-competitive or labor class employees on a recall list.
- b. For filling non-competitive vacancies in the same class of positions from which the layoffs were made and for which the Commissioner of Citywide Administrative Services determines such laid off employees are qualified, the Employer shall certify such recall list to the agency from which the layoffs were made. For filling labor class vacancies in the same class of positions from which the layoffs were made, the Employer shall certify such recall list on a citywide basis. The parties may waive the terms contained in this paragraph by mutual consent.
- c. Persons on the recall list shall be called for reinstatement in the order of their original date of appointment and upon the occurrence of a vacancy in an appropriate position in the recall unit shall be certified in seniority order. The eligibility for reinstatement of a person on such a recall list shall not continue for a period longer than four years from the date of separation.
- d. No person suspended or demoted prior to completing his/her probationary term shall be certified for reinstatement until the exhaustion of all other eligibles on the recall list and shall be required to complete his/her probationary term upon reinstatement.
- e. Failure or refusal to accept reinstatement from recall lists to vacancies in the same class of positions shall be deemed relinquishment of eligibility and the employee's name shall be removed from the list.
- f. A person reinstated from a recall list to his/her former class of positions shall receive at least the same salary he/she was receiving at the time of suspension.
- g. Notwithstanding any other provisions of this Section, the Employer may, to the extent permissible by law, disqualify for reinstatement and remove from a recall list the name of any eligible who is physically or mentally disabled for the performance of the duties of the position for which such list is established, or who has been guilty of such misconduct as would result in dismissal.

#### **Section 5. Applicability**

These procedures shall not apply in those agencies where layoff procedures already exist unless specifically agreed to by the Union and affected agencies.

## ARTICLE XVIII - VDT OPERATORS

### **Section 1. Applicability:**

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

### **Section 2. Alternative Work Break:**

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

### **Section 3. Alternative Work:**

- a. Upon submission of proof satisfactory to the agency head or the agency head's designee that an employee covered by this Article is physically incapable from operating a VDT terminal due to injury, disability, or pregnancy, the Employer shall make every effort to assign such employee to appropriate, alternative duties in the same title for the period of such disability, provided that such temporary assignments shall not be required to exceed one year. If a suitable position is not available, the Employer shall offer the employee any available opportunity to transfer to another title for which the employee may qualify by the change of title procedure followed by the New York City Department of Citywide Administrative Services pursuant to Rule 6.1.1. of the Personnel Rules and Regulations of the City of New York or by non-competitive examination offered pursuant to Rule 6.1.9. of the Personnel Rules and Regulations of the City of New York or Rule 4.1.8 of the NYC Health + Hospitals Personnel Rules and Regulations.
- b. If such an employee has ten (10) or more years of retirement system membership service and is considered permanently unable to perform all the duties of the employee's title and no suitable in-title position is available, the employee shall be referred to the New York City Employee's Retirement System and recommended for ordinary disability retirement.

### **Section 4. Training:**

The Citywide Office of Occupational Safety and Health, and the Union shall jointly develop a module on VDT operational safety for inclusion in agency orientational training programs. In the NYC Health + Hospitals, such training module shall be developed by Human Resources (in conjunction with the Corporate Office of Occupational and Environmental Health Services) and the Union. Such training module shall also be offered to current employees as part of any regular Right to Know Training given in the normal course of business. The provisions of this Section 4 shall apply to all employees subject to the terms of the Citywide Agreement regardless of the number of hours of employment.

**Section 5. VDT and Related Equipment:**

- a. A standing VDT Sub-Committee of the Citywide Occupational Safety and Health Committee instituted pursuant to Article XIV, Section 1 of this Agreement, shall be established with joint Employer and Union membership. Such sub-committee shall study, issue, and periodically review procurement and ergonomic standards for VDT's and ancillary furniture and equipment. The joint sub-committee's initial report and recommendations shall be issued within three months of the execution of this Agreement. A separate labor-management committee shall be established in the NYC Health + Hospitals for such purposes.
- b. Procurement and ergonomic standards shall be implemented by Mayoral directive. In the NYC Health + Hospitals such standards shall be implemented in accordance with existing procedures. Agencies and facilities of the NYC Health + Hospitals shall purchase new equipment and ancillary furniture and equipment in compliance with the then current Mayoral directive or Health and Hospital Corporation procedure.
- c. Agencies shall advise the Union of the installation and proposed utilization of new VDT equipment and shall make service logs available on a reasonable basis to qualified, authorized Union personnel.
- d. Employees may at any time informally discuss alleged violation(s) of this Section with their supervisors. The Union may also seek to resolve any alleged violation(s) of this Section through the agency Labor Management Health and Safety Committees.
- e. If a complaint alleging violation(s) of this Section cannot be resolved pursuant to sub-section 5(d), such complaint may be filed by the Union in writing with the Director of the Citywide Office of Occupational Safety and Health or the Director's designee, or, in the NYC Health + Hospitals, the Director of Occupational Health and Environmental Services or the Director's designee, who will investigate such alleged violation(s) and issue a determination within forty-five (45) days of the receipt of the complaint. Upon determination by the Director or the Director's designee that violation(s) has occurred, the affected agency or agencies shall be notified of the nature of the violation(s) and directed to take steps to correct the violation(s) within sixty (60) days. A complaint pursuant to the sub-section must be brought within sixty (60) days of the initial occurrence of the alleged violation(s).
- f. A dispute concerning a determination by the Director of the Office of Citywide Occupational Health and Safety or the Director's designee, or, in the NYC Health + Hospitals, the Director of Occupational Health and Environmental Services or the Director's designee may be appealed by the Union in writing to the Commissioner of Labor Relations within ten (10) workdays of its issuance for resolution pursuant to Article XV, Section 11 of this Agreement.
- g. A complaint concerning failure by an agency or agencies to comply with a determination issued by the Director of the Office of Citywide Occupational Health and Safety or the Director's designee, or, in the NYC Health + Hospitals, the Director of Occupational Health and Environmental Services or the Director's designee may be filed with the Commissioner of Labor Relations within ten (10) working days of the expiration of the time limits set forth in sub-section 5(e) for resolution pursuant to Article XV, Section 11 of this Agreement.

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

**Section 6. Eye Examinations and Corrective Lenses:**

- a. The parties shall form a joint sub-committee to develop a program related to the provision of eye examinations and corrective lenses for VDT operators. It is understood that said sub-committee shall be charged with developing a program which will operate in the most cost-efficient manner possible.
- b. The guidelines under which the sub-committee shall study the issues are:
  - i. The provision of a base line examination with a follow-up examination every second year.
  - ii. The provision of corrective lenses if necessary due to the operation of a VDT terminal.
  - iii. Establishment of a cap on the costs of providing the examinations and lenses.
  - iv. Allowance by the Employer to covered employees of up to two (2) hours of time to take the baseline examination and follow-up examinations.

**ARTICLE XIX - NO STRIKE**

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

**ARTICLE XX - FINANCIAL EMERGENCY ACT**

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

**ARTICLE XXI - RESOLUTION**

This Agreement shall constitute and be deemed a complete adjustment and settlement of all demands and items presented, and as to all of such demands and items there shall be no further collective bargaining for effectiveness during the period of time from July 1, 2001 to December 31, 2021. Nor, during the foregoing period of time, shall the Union engage in any activity for the enactment of any law, the effect of which would increase the monetary cost to the Employer beyond the benefits granted under this Agreement.

**ARTICLE XXII - 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 14<sup>th</sup> day January of 2022

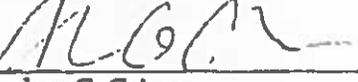
FOR THE CITY OF NEW YORK:

BY   
**Renee Campton**  
Commissioner of Labor Relations

FOR DISTRICT COUNCIL 37  
AFSCME, AFL-CIO:

BY   
**Henry Garrido**  
Executive Director

FOR THE NEW YORK CITY HEALTH  
+ HOSPITALS:

BY   
**Andrea G. Cohen**  
Senior Vice President and General Counsel

APPROVED AS TO FORM

BY   
**Eric Eichenholtz**  
Acting Corporation Counsel

UNIT: Citywide Agreement  
TERM: July 1, 2001 – December 31, 2021



**APPENDIX A**  
**Citywide Title Code Numbers**

TITLE	Add, Deleted, or Accreted	TITLE CODE	WORK WEEK
Account Clerk	Deleted	10105	35
Accountant		40510	35
Actuarial Specialist Level I		40731	35
Actuary	Deleted	40710	35
Addiction Specialist	Deleted	56070	35
Addiction Specialist (Methadone)		56071	35
Administrative Accountant (Former M-I & II)	Accreted	1000B	35
Administrative Architect (Non Mgrl) Formerly M1	Accreted	1000A	35
Administrative Assistant	Deleted	10125	35
Administrative Assistant (Campaign Finance Board)		06603	35
Administrative Assistant (EDP)	Deleted	11023	35
Administrative Assistant (Secretarial)	Deleted	10122	35
Administrative Associate (only Board of Election title code 94206)	Deleted	10130	35
Administrative Business Promotion Coordinator Level M-I & II	Accreted	1000C	35
Administrative City Planner (Non Mgrl) Formerly M1	Accreted	1005A	35
Administrative Claim Examiner (Former M-I & II)	Accreted	1004E	35
Administrative Community Relations Specialist (Non-Managerial) Former M1-3	Accreted	1002F	35
Administrative Construction Project Manager (formerly M-I)	Accreted	8299A	35
Administrative Contract Specialist (Former M I & II)	Accreted	1009A	35
Administrative Director of Laboratory (Water Quality) (Non Mgrl) Formerly M1	Accreted	1005B	35
Administrative Director of Residential Child Care (formerly M1 & M2)	Accreted	1001B	35
Administrative Director of Social Services (Former M I & II)	Accreted	1005C	35
Administrative Engineer (formerly M-I)	Accreted	1001A	35
Administrative Fire Protection Inspector (Former M-I & II) (removed from Citywide Agreement)	Accreted	1002H	35
Administrative Graphic Artist (Former M-I & II)	Accreted	1000D	35
Administrative Horticulturist (Former M I & II)	Accreted	1007C	35
Administrative Housing Development Specialist (formerly M-I)	Accreted	8300A	35
Administrative Inspector (Buildings) (formerly M-I)	Accreted	1007A	35
Administrative Inspector (Electrical) (formerly M1)	Accreted	1007B	35
Administrative Investigator (Former M-I & II)	Accreted	1002I	35
Administrative Job Opportunity Specialist Non-Managerial		10248	35
Administrative Landmarks Preservationist (formerly M-I)	Accreted	1003A	35
Administrative Landscape Architect (Non Mgrl) Formerly M1	Accreted	1002G	35
Administrative Management Auditor (Former M-I & II)	Accreted	1001C	35
Administrative Manager Level (Former M I, II & III)	Accreted	1002C	35
Administrative Parks & Recreation Manager Former M-I & II	Accreted	1007D	35
Administrative Procurement Analyst (Former M I, II, & III)	Accreted	8297A	35
Administrative Project Director (HPD)(Non Mgrl) Formerly M1	Accreted	9556A	35
Administrative Project Manager (formerly M-I)	Accreted	8300B	35
Administrative Public Health Nurse (Former M-I & II)	Accreted	1003C	35
Administrative Public Health Sanitarian Former M-I & II	Accreted	8298D	35
Administrative Quality Assurance Specialist (Non-Managerial) - Mayoral	Accreted	1008B	35
Administrative Real Property Manager (Former M-I & II)	Accreted	1004D	35
Administrative Retirement Benefits Specialist Former M-I & II	Accreted	8298C	35

Administrative Space Analyst (Former M-I & II)	Accreted	1003D	35
Administrative Staff Analyst (Non Mgl) formerly at M-I	Accreted	1002A	35
Administrative Staff Analyst (Non-Managerial) Former M2	Accreted	1002D	35
Administrative Staff Analyst (Non-Managerial) Former M3	Accreted	1002E	35
Administrative Tax Auditor Former M-I & II	Accreted	1004C	35
Administrative Test and Measurement Specialist	Accreted	10064	35
Administrator of Youth Services	Deleted	51452	35
Administrator of Youth Services (Research)	Deleted	51450	35
After School Program Specialist (Youth Board)	Deleted	52602	35
Agency Attorney		30087	35
Agency Attorney Interne		30086	35
Air Pollution Control Engineer	Deleted	20610	35
Air Pollution Control Engineering Intern	Deleted	20602	35
Air Pollution Control Engineering Trainee	Deleted	20604	35
Air Pollution Inspector		31315	35
Alcoholism Counselor		95437	35
Ambulance Technician		53057	37.5
Analyst (Campaign Finance Board)		06601	35
Appraiser (Real Estate)		40410	35
Appraiser Trainee (Real Estate)	Deleted	40401	35
Apprentice Inspector (Boilers)		35001	40
Apprentice Inspector (Cement Test)		35002	40
Apprentice Inspector (Construction)		35003	40
Apprentice Inspector (Electrical)		35004	40
Apprentice Inspector (Elevator)		35005	40
Apprentice Inspector (Heating and Ventilation)		35006	40
Apprentice Inspector (Highways and Sewers)	Accreted	35007	40
Apprentice Inspector (Hoists and Rigging)		35008	40
Apprentice Inspector (Housing)		35009	40
Apprentice Inspector (Steel Construction)		35010	40
Apprentice Rehabilitation Specialist (Buildings)		35141	40
Architect		21215	35
Architect (Materials Research and Specifications)	Deleted	21216	35
Architectural Intern		21205	35
Architectural Specialist	Deleted	06106	35
Area Services Coordinator	Deleted	22557	35
Arts Program Analyst	Deleted	60490	35
Arts Programs Specialist		60495	35
Asbestos Handler		31313	40
Asbestos Handler Supervisor		31314	40
Asbestos Hazard Investigator		31312	35
Assessor	Deleted	40210	35
Assistant Accountant		40505	35
Assistant Actuary	Deleted	40705	35
Assistant Administrator of Youth Services	Deleted	51448	35
Assistant Advocate- PD	Added	30083	35
Assistant Air Pollution Control Engineer	Deleted	20605	35
Assistant Architect		21210	35
Assistant Area Services Coordinator	Deleted	22556	35

Assistant Attorney	Deleted	30110	35
Assistant Attorney (Taxes)	Deleted	30091	35
Assistant Bio-Medical Equipment Technician	Deleted	21561	35
Assistant Bridge Operator	Deleted	91105	40
Assistant Bridge Operator Trainee	Deleted	91101	40
Assistant Building Custodian	Deleted	80605	40
Assistant Chemical Engineer		20510	35
Assistant Chemist	Deleted	21810	35
Assistant Chemist (Toxicology)	Deleted	21811	35
Assistant City Assessor		40201	35
Assistant City Assessor Trainee		40200	35
Assistant City Highway Repairer		90692	40
Assistant Civil Engineer		20210	35
Assistant Community Liaison Worker	Deleted	56092	35
Assistant Coordinating Manager		10236	35
Assistant Coordinator of Highway Transport Studies	Deleted	22360	35
Assistant Director of Bureau of Public Health Education	Deleted	51175	35
Assistant Director of Rehabilitation	Deleted	60385	35
Assistant Director of Technical Services (Air Pollution Control)	Deleted	20612	35
Assistant Director of Technical Services (EI-SS)	Deleted	20603	35
Assistant Economist	Deleted	40905	35
Assistant Electrical Engineer		20310	35
Assistant Engineer (Accounting)	Deleted	20710	35
Assistant Engineering Technician	Deleted	20112	35
Assistant Environmental Engineer	Added	20617	35
Assistant Geologist	Deleted	21910	35
Assistant Health Facilities Planner	Deleted	22081	35
Assistant Highway Transportation Specialist	Deleted	22305	35
Assistant Institutional Teacher (DJJ)		60370	35
Assistant Landscape Architect		21310	35
Assistant Laundry Supervisor	Deleted	80810	40
Assistant Maintenance Supervisor	Deleted	80682	35
Assistant Mechanical Engineer		20410	35
Assistant Media Services Technician		90621	35
Assistant Physicist	Deleted	22010	35
Assistant Physicist (Electronics)	Deleted	22011	35
Assistant Physicist (Isotopes)	Deleted	22012	35
Assistant Physicist (Radiation)	Deleted	22013	35
Assistant Plan Examiner (Buildings)		22405	35
Assistant Planner	Deleted	22110	35
Assistant Planning & Operations Officer (CD)	Deleted	22112	35
Assistant Principal Custodial Supervisor	Deleted	80560	40
Assistant Printing Press Operator		92122	40
Assistant Program Specialist (DOC)	Deleted	60947	35
Assistant Project Coordinator	Deleted	22420	35
Assistant Project Development Coordinator	Deleted	22515	35
Assistant Project Services Specialist	Deleted	22516	35
Assistant Public Health Adviser (CDC)		51190	35
Assistant Purchasing Agent	Deleted	12120	35

Assistant Real Estate Repairer	Deleted	81706	35
Assistant Real Estate Repairer (DCAS)	Added	82110	35
Assistant Real Estate Repairer (DCAS)	Deleted	82021	35
Assistant Retirement Benefits Examiner		40491	35
Assistant Scientist (Radiation Control)	Deleted	21511	35
Assistant Signal Circuit Engineer	Deleted	20311	35
Assistant Space Analyst	Deleted	80181	35
Assistant Statistician	Deleted	40605	35
Assistant Stock Handler	Deleted	12207	35
Assistant Superintendent of Bridge House	Deleted	52276	35
Assistant Superintendent of Construction and Repairs	Deleted	91355	35
Assistant Superintendent of Welfare Shelters		52275	35
Assistant Supervising Real Estate Manager	Deleted	80136	35
Assistant Supervisor of Electrical Installations	Deleted	34208	35
Assistant Supervisor of Mechanical Installations	Deleted	34209	35
Assistant Supervisor of Youth Services	Deleted	51442	35
Assistant Supervisor of Youth Services (Research)	Deleted	51440	35
Assistant Surveyor	Deleted	21010	35
Assistant Surveyor Trainee	Deleted	21005	35
Assistant Systems Analyst (Finance)		12646	35
Assistant Transportation Specialist	Added	22306	35
Assistant Urban Designer		22092	35
Assistant Workers' Compensation Benefits Examiner	Deleted	40481	35
Assistant Youth Services Specialist	Deleted	51436	35
Associate Accountant	Deleted	40517	35
Associate Air Pollution Inspector	Added	31316	35
Associate Arts Programs Analyst	Deleted	60491	35
Associate Arts Programs Specialist		60496	35
Associate Attorney	Deleted	30126	35
Associate Attorney (Taxes)	Deleted	30097	35
Associate Bookkeeper	Deleted	40527	35
Associate Business Promotion Coordinator	Deleted	60861	35
Associate Call Center Representative	Added	10271	35
Associate Chemist		21822	35
Associate City Planner	Deleted	22123	35
Associate Contract Specialist		40562	35
Associate Correctional Counselor		51274	35
Associate Engineering Technician	Deleted	20118	35
Associate Fingerprint Technician		71141	35
Associate Fire Protection Inspector (removed from Citywide Agreement coverage through Legislation)		31662	35
Associate Fraud Investigator		31118	35
Associate Graphic Artist	Deleted	91416	35
Associate Housing Development Specialist		22508	35
Associate Human Rights Specialist		55038	35
Associate Inspector (Boilers)		31640	40
Associate Inspector (Construction)	Deleted	31642	40
Associate Inspector (Consumer and Worker Protection)	Added	33998	35
Associate Inspector (DCA)	Deleted	33996	35
Associate Inspector (Electrical)		31643	40

Associate Inspector (Elevator)		31644	40
Associate Inspector (Highways and Sewers)	Accreted	31645	40
Associate Inspector (Hoists and Rigging)		31647	40
Associate Inspector (Housing)		31675	40
Associate Inspector (Low Pressure Boilers)		31676	40
Associate Inspector (Plumbing)		31649	40
Associate Inspector (Steel Construction)	Deleted	31650	40
Associate Investigator		31121	35
Associate Juvenile Counselor	Deleted	52300	35
Associate Laboratory Microbiologist		21514	35
Associate Landmarks Preservationist		92238	35
Associate Management Auditor	Deleted	40503	35
Associate Market Agent	Deleted	33973	35
Associate Mortgage Analyst	Deleted	40551	35
Associate Operations Communications Specialist		20272	35
Associate Parking Control Specialist (removed from Citywide Agreement coverage through Legislation)	Accreted	41122	40
Associate Personnel Investigator	Deleted	31122	35
Associate Program Officer (DFTA)	Deleted	51455	35
Associate Project Manager		22427	35
Associate Public Health Epidemiologist	Deleted	51183	35
Associate Public Health Sanitarian		31220	40
Associate Public Information Specialist		60816	35
Associate Public Records Officer		60217	35
Associate Quality Assurance Specialist		34190	35
Associate Quality Assurance Specialist (Building Repairs)	Deleted	34191	35
Associate Quality Assurance Specialist (Foods)	Deleted	34192	35
Associate Quality Assurance Specialist (Fuel)		34193	35
Associate Quality Assurance Specialist (Lumber)	Deleted	34194	35
Associate Quality Assurance Specialist (Metals)	Deleted	34195	35
Associate Quality Assurance Specialist (Pupil Transportation)		34196	35
Associate Quality Assurance Specialist (Textiles)	Deleted	34197	35
Associate Real Property Manager		80122	35
Associate Rehabilitation Specialist (HPD)		31685	40
Associate Reporter/Stenographer (DA)	Deleted	10213	35
Associate Retirement Benefits Examiner		40493	35
Associate Sanitation Enforcement Agent (removed from Citywide Agreement coverage through Legislation)		71682	40
Associate Space Analyst	Deleted	80183	35
Associate Special Officer (Aqueduct Patrol)	Deleted	70502	40
Associate Staff Analyst <sup>1</sup>		12627	35
Associate Supervisor of School Security (removed from Citywide Agreement coverage through Legislation)		60821	40
Associate Tax Auditor	Deleted	40522	35
Associate Taxi and Limousine Inspector (removed from Citywide Agreement coverage through Legislation)	Accreted	35143	40
Associate Traffic Enforcement Agent (removed from Citywide Agreement coverage through Legislation)	Accreted	71652	40
Associate Urban Designer		22124	35
Associate Urban Park Ranger (removed from Citywide Agreement coverage through Legislation)		60422	40
Associate Water Use Inspector		34620	35
Associate Word Processor	Deleted	10303	35

Associate Workers' Compensation Benefits Examiner	Deleted	40483	35
Associate Youth Development Specialist	Added	52288	35
Associate Job Opportunity Specialist	Added	52316	35
Attendant	Deleted	81710	40
Attending Dentist (HMH)	Added	97020	40
Attorney	Deleted	30115	35
Attorney (Law Librarian)	Deleted	30113	35
Attorney (Taxes)	Deleted	30092	35
Attorney at Law		30085	35
Attorney Trainee	Deleted	30101	35
Audiologist	Deleted	51238	35
Audiologist (DOHMH)	Deleted	51237	35
Audio-Visual Aide Technician	Deleted	90613	35
Auditor of Accounts	Deleted	40810	35
Auditor of Printing	Deleted	12135	35
Auto Body Worker		92501	40
Automotive Service Worker		92508	40
Automotive Specialist		20130	35
Baker		90211	35
Bio-Medical Equipment Technician		21562	35
Bio-Medical Equipment Technician Trainee	Deleted	21560	35
Blasting Inspector	Deleted	31815	35
Blueprinter	Deleted	11110	35
Bookbinder		92105	35
Bookbinder's Seamstress		92106	35
Bookkeeper		40526	35
Bookkeeping Machine Operator	Deleted	11505	35
Bridge Operator		91110	40
Bridge Operator-in-Charge	Deleted	91135	40
Budget Analyst (Comptroller)	Accreted	06711	35
Building Custodian	Deleted	80610	40
Business Promotion Coordinator		60860	35
Buyer (& Approved Specialties)	Deleted	12125	35
Buyer (Drugs, Chemical & Scientific Equipment)	Deleted	12127	35
Buyer (Electrical Equipment)	Deleted	12126	35
Buyer (Foods)	Deleted	12128	35
Buyer (Hardware, Tools, & Metal)	Deleted	12129	35
Buyer (Instructional Material )	Deleted	12130	35
Buyer (Paper & Paper Products)	Deleted	12131	35
Buyer (Printing)	Deleted	12132	35
Buyer (School & Office Furniture)	Deleted	12133	35
Call Center Representative		10260	35
Cartographer (C.D.)	Deleted	71411	35
Case Aide	Deleted	52291	35
Case Management Nurse (Correction)		06240	35
Case Management Nurse (Fire Department)		50959	35
Case Management Nurse (Police Department)		50958	35
Case Management Nurse (Sanitation)	Deleted	09968	35
Caseworker		52304	35

Caseworker Trainee		52301	35
Cashier		10605	35
Certified Applications Developer	Added	13693	35
Certified Database Administrator	Added	13694	35
Certified IT Administrator (Database)	Added	13644	35
Certified IT Administrator (LAN/WAN)	Accreted	13652	35
Certified IT Developer (Applications)	Added	13643	35
Certified Local Area Network Administrator	Added	13691	35
Certified Wide Area Network Administrator	Added	13692	35
Chemical Engineer		20515	35
Chemical Engineering Intern		20503	35
Chemical, Biological & Radiological Officer (C.D.)	Deleted	71435	35
Chemist	Deleted	21815	35
Chemist (Biochemistry)	Deleted	21816	35
Chemist (Clinical Chemistry)	Deleted	21820	35
Chemist (Food & Water)	Deleted	21821	35
Chemist (Narcotic Analysis)	Deleted	21819	35
Chemist (Sanitary)	Deleted	21817	35
Chemist (Toxicology)	Deleted	21818	35
Chemist Trainee	Deleted	21801	35
Chief Clerk	Deleted	01190	35
Chief Dietician	Deleted	50370	35
Chief Dockmaster		81665	40
Chief Law Stenographer		10221	35
Chief Marine Engineer (DC)		91524	35
Chief of Resources Management (CD)	Deleted	71477	35
Chief Office Assistant		10118	35
Chief Psychologist	Deleted	52170	35
Chief Supervisor of Mechanical Installations	Deleted	34265	35
Child and Family Specialist	Added	52408	35
Child Protective Specialist		52366	35
Child Protective Specialist Supervisor		52367	35
Child Welfare Specialist		52369	35
Child Welfare Specialist Supervisor		52370	35
Children's Counselor		51510	35
City Assessor		40202	35
City Attendant		90647	40
City Custodial Assistant		90644	40
City Debris Remover		90699	40
City Elevator Operator		90648	40
City Medical Examiner	Accreted	53859	40
City Mortuary Technician	Added	52020	35
City Park Worker		90641	40
City Parking Meter Service Worker		90642	40
City Pest Control Aide		90643	35
City Planner		22122	35
City Planning Technician		22121	35
City Research Scientist		21744	35
City Security Aide		90650	40

City Tax Auditor		40523	35
Civil Engineer		20215	35
Civil Engineer (Building Construction)	Deleted	20216	35
Civil Engineer (Highway Traffic)	Deleted	20217	35
Civil Engineer (Sanitary)	Deleted	20218	35
Civil Engineer (Structural)	Deleted	20219	35
Civil Engineer (Water Supply)	Deleted	20220	35
Civil Engineering Drafter	Deleted	20205	35
Civil Engineering Intern		20202	35
Civil Engineering Trainee	Deleted	20201	35
Claim Specialist		30726	35
Clerical Aide		10250	35
Clerical Associate		10251	35
Clerk	Deleted	10106	35
Clerk (Community Action Activities)	Deleted	10113	35
Clerk (Income Maintenance)	Deleted	10098	35
Clinician		52810	35
Commissary Manager		54910	35
Community Assistant <sup>2</sup>		56056	40
Community Associate		56057	35
Community Coordinator		56058	35
Community Liaison Trainee	Deleted	56091	35
Community Liaison Worker	Deleted	56093	35
Community Organization Specialist (Urban Renewal)	Deleted	22116	35
Community Planning Board Coordinator		22117	35
Compliance Agent (Sanitation)	Deleted	05260	35
Computer Aide		13620	35
Computer Associate (Operations)		13621	35
Computer Associate (Software)		13631	35
Computer Associate (Technical Support)		13611	35
Computer Facilities Maintainer (FISA)	Deleted	91603	40
Computer Operations Manager (Former M I & II)	Accreted	1007E	35
Computer Operator	Deleted	13511	35
Computer Programmer	Deleted	13530	35
Computer Programmer Analyst		13651	35
Computer Programmer Analyst Trainee		13650	35
Computer Service Technician		13615	35
Computer Specialist (Applications Programming)	Deleted	13662	35
Computer Specialist (Data Base Administration)	Deleted	13681	35
Computer Specialist (Operations)		13622	35
Computer Specialist (Software)		13632	35
Computer Specialist (Systems Specialist)	Deleted	13672	35
Computer Systems Manager (Former M-I & II)	Accreted	1005D	35
Confidential Secretary (Kings County D.A.)		12804	35
Confidential Strategy Planner	Accreted	54737	35
Confidential Strategy Planner (ACS)	Accreted	54741	35
Confidential Strategy Planner (Comptroller)	Accreted	54740	35
Confidential Strategy Planner (DCAS)	Accreted	54739	35
Confidential Strategy Planner (DoITT)	Accreted	54745	35

Confidential Strategy Planner (DOT)	Accreted	54738	35
Confidential Strategy Planner (HMH)	Accreted	54743	35
Confidential Strategy Planner (HPD)	Accreted	54746	35
Congregate Care Specialist	Added	52450	40
Construction Project Manager		34202	35
Construction Project Manager Intern		34201	35
Consultant (Day Camp)	Deleted	51614	35
Consultant (Early Childhood Education)		51611	35
Consultant (Mental Health Standards and Services)	Deleted	51000	35
Consultant (Public Health Social Work)		51613	35
Consultant Public Health Nurse	Added	51009	35
Consultant Public Health Nurse	Deleted	51020	35
Consultant Public Health Nurse (Child Health)		51015	35
Consultant Public Health Nurse (Communicable Diseases)		51014	35
Consultant Public Health Nurse (Hospital Services)		51017	35
Consultant Public Health Nurse (Mental Hygiene)		51012	35
Consultant Public Health Nurse (Nursing Education)		51021	35
Consultant Public Health Nurse (Rehabilitation)		51018	35
Consumer Affairs Inspector	Deleted	33991	35
Continuity Writer	Deleted	60612	35
Contract Reviewer (Office of Labor Services)		40563	35
Contract Specialist		40561	35
Contracting Agent	Deleted	06627	35
Cook <sup>3</sup>		90210	40
Coordinating Manager (HMH)	Accreted	95948	35
Correction Administrative Aide		70400	35
Correctional Counselor		51273	35
Counselor (Addiction Treatment)		51214	35
Crew Chief (Pest Control)	Deleted	90501	35
Crime Analyst	Accreted	31175	35
Criminalist	Added	21849	35
Criminalist	Deleted	06728	35
Curator of Jumel Mansion		81709	35
Custodial Assistant		82015	40
Custodial Assistant (JDC)	Deleted	82018	40
Custodial Supervisor	Deleted	80510	40
Custodial Supervisor (JDC)	Deleted	80515	40
Custodian		80609	40
Customer Information Representative	Added	60888	35
Cyber Security Analyst	Accreted	13633	35
Day Care Eligibility Worker	Deleted	52305	35
Debris Remover	Deleted	81902	40
Decedent Property Agent		10142	35
Decedent Property Agent (Queens Co.)	Deleted	06665	35
Decedent Property Agent (PANYC)	Added	06820	35
Demolition Inspector		32415	35
Dental Assistant	Deleted	50101	35
Dental Hygienist		50102	35
Dentist	Deleted	50210	35

Department Librarian		60210	35
Department Library Aide	Deleted	60101	35
Department Principal Librarian	Deleted	60265	35
Department Senior Librarian	Deleted	60235	35
Department Supervising Librarian	Deleted	60260	35
Deputy Assistant Director (CCRB) (formerly M-I)	Accreted	1019A	35
Deputy Director of Motor Equipment Maintenance (Sanitation)		95251	40
Deputy Sheriff Level I – removed from citywide per legislation	Deleted	30310	40
Deputy Sheriff Level II– removed from citywide per legislation	Deleted	30305	40
Dietary Aide (DOC)	Deleted	05256	40
Dietary Aide <sup>3</sup>		81801	40
Dietitian		50310	35
Director (Television)		60666	35
Director of Intersection Traffic Control	Deleted	22347	35
Director of Motor Equipment Maintenance - NM	Accreted	9525B	35
Director of Motor Transport	Accreted	92580	35
Director of Puppetry		60416	35
Director of Tenant & Community Affairs	Accreted	55091	35
District Supervising Public Health Nurse	Deleted	51065	35
Dockmaster (Rule XI)		81610	40
Economist		40910	35
Editorial Assistant	Deleted	12303	35
Electrical Engineer		20315	35
Electrical Engineer (Electronics)	Deleted	20316	35
Electrical Engineer (Radio and Television)	Deleted	20320	35
Electrical Engineer (Radio)	Deleted	20317	35
Electrical Engineer (Railroad Signals)	Deleted	20318	35
Electrical Engineering Drafter	Deleted	20305	35
Electrical Engineering Intern		20302	35
Electrical Engineering Trainee	Deleted	20301	35
Electrocardiograph Technician	Deleted	51312	35
Electroencephalograph Technician	Deleted	51513	35
Elevator Operator	Deleted	80910	40
Elevator Starter	Deleted	80935	40
Eligibility Specialist	Deleted	10104	35
Emergency Medical Specialist Trainee(removed from Citywide Agreement)		53052	37.5
Emergency Medical Specialist-EMT(removed from Citywide Agreement)		53053	37.5
Emergency Medical Specialist-Paramedic(removed from Citywide Agreement)		53054	37.5
Engineer - Assessor (Gas)	Deleted	20915	35
Engineer - Assessor (Railroad)	Deleted	20916	35
Engineer - Assessor (Structural)	Deleted	20917	35
Engineer - Assessor (Telephone)	Deleted	20918	35
Engineer - Assessor (Utility)	Deleted	20919	35
Engineer (Accounting)	Deleted	20715	35
Engineer (College Equipment & Specs)	Deleted	20815	35
Engineering Aide	Deleted	20101	35
Engineering Specialist	Deleted	06019	35
Engineering Technician		20113	35
Engineering Technician (Drafting)	Deleted	20115	35

Engineering Technician Trainee	Deleted	20111	35
Engineering Work Study Trainee		20100	35
Environmental Control Technician	Deleted	90971	35
Environmental Engineer	Added	20618	35
Environmental Engineering Intern	Added	20616	35
Environmental Health Technician		51380	35
Estimator (Electrical)		20121	35
Estimator (General Construction)		20122	35
Estimator (Mechanical)		20123	35
Evidence and Property Control Specialist		71022	35
Executive Director of Fleet Operations (FD)	Accreted	95038	35
Exterminator		90510	35
Family Preservationist (Juvenile Justice)		51595	35
Family Public Health Nurse (HMH)	Added	06776	35
Field Investigation Specialist (LD)	Deleted	06426	35
Film Editor	Deleted	90312	35
Film Manager		90313	35
Fingerprint Technician	Deleted	71110	35
Fingerprint Technician Trainee		71105	35
Fire Alarm Dispatcher – removed from citywide per legislation		71010	40
Fire Prevention Inspector	Deleted	31615	35
Fire Protection Inspector – removed from citywide per legislation		31661	35
Fitness Instructor		51225	35
Food Service Administrator (DC)		06593	35
Food Service Manager		05058	35
Food Service Supervisor	Deleted	90238	35
Forensic Analyst (OCME)	Deleted	06524	35
Forensic Mortuary Technician	Added	52040	35
Forensic Scientist (OCME)	Deleted	06525	35
Forester		81361	35
Fraud Investigator		31113	35
Fraud Investigator (DOSS)	Deleted	05148	35
Furniture Specifications Writer	Deleted	12134	35
General Superintendent of Construction and Repairs	Deleted	91396	35
General Supervisor of Building Maintenance (Construction)	Deleted	91673	35
General Supervisor of Building Maintenance (Electrical )	Deleted	91674	35
General Supervisor of Building Maintenance (Mechanical)	Deleted	91675	35
Geologist		21915	35
Geologist Trainee	Deleted	21901	35
Graphic Artist		91415	35
Head Clerk	Deleted	01568	35
Head Dietitian	Deleted	50335	35
Head Juvenile Counselor	Deleted	52299	35
Head Nurse		50935	40
Head Nurse (Sanitation)	Deleted	06124	40
Health Aide		51102	35
Health Care Program Planner/Analyst		83051	35
Health Facilities Planner	Deleted	22082	35
Health Resource Coordinator	Deleted	51111	35

Health Services Manager (NM - I)	Accreted	1006C	35
Health Services Manager Non-Managerial Level II	Accreted	1006D	35
Hearing Admin. Services Coordinator (PVB)	Deleted	10171	35
Highway Transportation Specialist	Deleted	22315	35
Highways and Sewers Inspector	Accreted	31626	35
Home Aide		52404	35
Home Economist	Deleted	50510	35
Home Economist Trainee	Deleted	50501	35
Homemaker		52405	35
Hostler		81901	40
Housekeeper		80710	35
Housekeeping Aide <sup>3</sup>	Deleted	81802	40
Houseparent		52437	60
Housing Development Specialist		22507	35
Housing Development Specialist Trainee		22506	35
Hull & Machinery Inspector	Deleted	33315	35
Human Resources Aide	Deleted	56001	35
Human Resources Specialist	Deleted	56020	35
Human Resources Specialist (EDT)	Deleted	56021	35
Human Resources Technician		56006	35
Human Resources Technician (EDT)	Deleted	56007	35
Illustrator	Deleted	91410	35
Industrial Hygienist		31305	35
Information Assistant	Deleted	60805	35
Inspector (Boilers)		31620	40
Inspector (Cement Test)	Deleted	31621	40
Inspector (Construction)		31622	40
Inspector (Consumer and Worker Protection)	Added	33997	35
Inspector (DCA)	Deleted	33995	35
Inspector (Electrical)		31623	40
Inspector (Elevator)		31624	40
Inspector (Heating and Ventilation)	Deleted	31625	40
Inspector (Hoists and Rigging)		31627	40
Inspector (Housing Construction)	Remove from List	31690	40
Inspector (Housing)		31670	40
Inspector (Multi-Discipline)	Accreted	31656	40
Inspector (Plastering)	Deleted	31628	40
Inspector (Plumbing)		31629	40
Inspector (Steel Construction)	Deleted	31630	40
Inspector of Fire Alarm Boxes	Deleted	34315	40
Inspector of Ports & Terminals	Deleted	33985	35
Institutional Aide (DOC)	Deleted	06469	40
Institutional Aide <sup>3</sup>		81803	40
Institutional Band Music Instructor	Deleted	60310	35
Institutional Farming Instructor	Deleted	60311	35
Institutional Garment Worker (juvenile Justice)		90112	35
Institutional Inspector	Deleted	31415	35
Institutional Instructor	Deleted	60309	35
Institutional Seamstress	Deleted	90112	35

Institutional Tailor		90113	35
Institutional Teacher (DJJ)		60371	35
Institutional Trades Instructor	Deleted	60312	35
Institutional Trades Instructor (Carpentry)	Deleted	60314	35
Institutional Trades Instructor (Tailoring)	Deleted	60313	35
Instrumentation Specialist	Added	91000	35
Instrumentation Specialist Trainee	Added	91001	35
Interpreter (Spanish & Italian)	Deleted	31010	35
Interpreter (Spanish)		31013	35
Interpreter, Chinese (Cantonese, Mandarin, Taiwanese )		31017	35
Investigator		31105	35
Investigator (CCRB)	Added	31165	35
Investigator (CCRB)	Deleted	06157	35
Investigator (Discipline)		06316	35
Investigator (Discipline) (ACS)	Added	31174	35
Investigator (Discipline) (DOC)	Added	31164	35
Investigator (Discipline) (HMH)	Added	95599	35
Investigator (Employee Compliance) FDNY	Added	31171	35
Investigator (Employee Discipline - Buildings)	Added	31169	35
Investigator (Employee Discipline)		06688	
Investigator (Employee Discipline) (DDC)	Added	31163	35
Investigator (Employee Discipline) (DOP)	Added	31172	35
Investigator (Employee Discipline) (DOT)	Added	31173	35
Investigator (Employee Discipline) (Finance)	Added	31168	35
Investigator (Employee Discipline) (HPD)	Added	31167	35
Investigator Trainee		31101	35
Investment Analyst		40925	35
Investment Analyst Trainee	Deleted	40924	35
IT Automation and Monitoring Engineer	Added	95712	35
IT Automation and Monitoring Engineer	Accreted	06795	35
IT Infrastructure Engineer	Added	95714	35
IT Infrastructure Engineer	Accreted	06796	35
IT Project Specialist	Added	95710	35
IT Project Specialist	Accreted	06797	35
IT Security Specialist	Added	95622	35
IT Security Specialist	Accreted	06798	35
IT Service Management Specialist	Added	95713	35
IT Service Management Specialist	Accreted	06799	35
Job opportunity specialist	Added	52314	35
Junior Architect	Deleted	21206	35
Junior Bacteriologist	Deleted	21605	35
Junior Building Custodian	Deleted	80601	40
Junior Chemist	Deleted	21805	35
Junior Civil Engineer	Deleted	20206	35
Junior Drafter	Deleted	20102	35
Junior Electrical Engineer	Deleted	20306	35
Junior Geologist	Deleted	21905	35
Junior Health Facilities Planner	Deleted	22080	35
Junior Mechanical Engineer	Deleted	20406	35

Junior Medical Examiner (OCME)		53865	35
Junior Public Health Officer (District Health Administration)	Deleted	52800	35
Junior Public Health Officer (Medical Services)	Deleted	52801	35
Juvenile Counselor	Deleted	52295	35
Keypunch Operator	Deleted	10907	35
Laboratory Associate		21512	35
Laboratory Helper		82107	35
Laboratory Helper (Competitive)	Deleted	82104	35
Laboratory Microbiologist		21513	35
Laboratory Technician	Deleted	21508	35
Landmarks Preservation Specialist		92242	35
Landmarks Preservationist		92237	35
Landscape Architect		21315	35
Landscape Architectural Intern		21306	35
Latent Print Examiner	Deleted	71140	35
Laundry Supervisor	Deleted	80860	40
Laundry Worker	Deleted	90110	37.5
Law Clerk	Deleted	30109	35
Lead Abatement Worker		31311	40
Legal Coordinator		30081	35
Legal Secretarial Assistant		10229	35
Legal Secretary	Deleted	01665	35
Licensed Barber (DOC)		90116	35
Maintenance Supervisor	Deleted	80684	35
Management Analyst (DOP)	Deleted	06244	35
Management Auditor		40502	35
Management Auditor Trainee		40501	35
Manager of Radio Repair Operations (Former M-I & II)	Accreted	8298E	35
Marine Electronics Technician	Added	06753	40
Marine Electronics Technician (DEP)	Added	91576	40
Marine Electronics Technician (DOT)	Added	91574	40
Marine Maintenance Mechanic		92587	35
Marine Oiler (DC)	Accreted	91548	32
Market Agent		33972	35
Market Aide	Deleted	33971	35
Meat Cutter	Deleted	90213	35
Mechanical Engineer		20415	35
Mechanical Engineer (Air Conditioning)	Deleted	20418	35
Mechanical Engineer (Cars)	Deleted	20416	35
Mechanical Engineer (Salvage)	Deleted	20417	35
Mechanical Engineering Drafter	Deleted	20405	35
Mechanical Engineering Intern		20403	35
Media Services Technician		90622	35
Medical Clerk	Deleted	10108	35
Medical Equipment Repair Technician	Deleted	90690	35
Medical Equipment Specialist	Deleted	90691	35
Medical Investigator		53864	35
Medical Records Librarian		50811	35
Medical Specialist		52895	35

Medical Subspecialist (DOHMH)	Deleted	06637	35
Medicolegal Investigator (OCME)		53299	40
Mental Health Worker		51262	35
Messenger	Deleted	12005	35
Metal Work Mechanic	Added	91225	40
Microbiologist	Deleted	21670	35
Microbiologist (Bacteriology)	Deleted	21671	35
Microbiologist (Cytology)	Deleted	21672	35
Microbiologist (Hematology)	Deleted	21673	35
Microbiologist (Histology)	Deleted	21674	35
Microbiologist (Immunohematology)	Deleted	21675	35
Microbiologist (Mycology)	Deleted	21676	35
Microbiologist (Parasitology)	Deleted	21677	35
Microbiologist (Serology)	Deleted	21678	35
Microbiologist (Virology)	Deleted	21679	35
Mortgage Analyst	Deleted	40550	35
Mortgage Tax Examiner		30505	35
Mortuary Technician	Deleted	52015	35
Motion Picture Operator	Deleted	90611	35
Motor Vehicle Operator		91212	40
Motor Vehicle Supervisor		91232	40
Multiple Dwelling Specialist (Buildings)		22401	40
Nurse Practitioner (DOHMH)		06611	40
Nurse Practitioner (Sanitation)	Deleted	06068	40
Nurse-Midwife	Deleted	50912	40
Nurse's Aide (DOC)	Deleted	06415	40
Nurse's Aide (Handicapped Children) <sup>3</sup>		50905	40
Nurse's Aide <sup>3</sup>		50901	40
Nutrition Consultant		50415	35
Nutritionist		50410	35
Nutritionist (P/T)		50411	35
Nutritionist Trainee	Deleted	50405	35
NYCAPS Process Analyst		06752	35
Occupational Therapist	Deleted	51210	35
Office Aide	Deleted	10109	35
Office Appliance Operator	Deleted	11705	35
Office Assistant		10115	35
Office Associate	Deleted	10112	35
Office Machine Aide		11702	35
Office Machine Associate	Deleted	11703	35
Oil Bumer Specialist		91237	40
Operations Assistant (C.D.)	Deleted	71488	35
Operations Communications Specialist		20271	35
Orderly	Deleted	81804	40
Painting Inspector	Deleted	32815	35
Paralegal Aide		30080	35
Paralegal Aide Trainee		30076	35
Parking Control Specialist (removed from Citywide Agreement coverage through Legislation)	Accreted	41120	40
Parking Control Specialist Trainee		41117	40

Parking Enforcement Agent	Deleted	71612	40
Pediatric Nurse Associate		95440	35
Peer Counselor (HMH)	Accreted	51218	35
Personnel Investigator	Deleted	31107	35
Pest Control Aide	Deleted	90500	35
Pharmacist	Deleted	50610	37.5
Photographer (Rule XI)		90610	35
Photographer and Photostat Operator		90615	35
Physical Therapist	Deleted	51211	35
Physician		53010	35
Physician's Assistant *		52700	37.5
Physicist		22015	35
Physicist (Electronics)	Deleted	22016	35
Physicist (Isotopes)	Deleted	22017	35
Physicist (Radiation)	Deleted	22018	35
Physicist Trainee	Deleted	22001	35
Pipe Laying Inspector	Deleted	33415	35
Plan Examiner (Buildings)		22410	35
Planner Trainee	Deleted	22107	35
Planner: Production Control & Scheduling (EMS Motor Transport)		83032	35
Planning & Operations Officer (C.D.)	Deleted	22113	35
Playground Associate		06664	35
Poison Information Specialist	Added	51023	37.5
Poison Information Specialist (DOHMH)	Deleted	06663	35
Police Administrative Aide		10144	35
Police Attendant		90202	40
Police Communications Technician		71012	35
Principal Administrative Associate		10124	35
Principal Air Pollution Control Engineer	Deleted	20620	35
Principal Air Pollution Inspector	Deleted	31360	35
Principal Chemical Engineer	Deleted	20550	35
Principal Chemist	Deleted	21835	35
Principal Chemist (Sanitary)	Deleted	21836	35
Principal Chemist (Toxicology)	Deleted	21837	35
Principal Chief Dietitian	Deleted	50373	35
Principal Children's Counselor	Deleted	51565	35
Principal Civil Engineer	Deleted	20250	35
Principal Civil Engineer (Water Supply)	Deleted	20260	35
Principal Community Liaison Worker	Deleted	56095	35
Principal Computer Operator	Deleted	13514	35
Principal Computer Programmer	Deleted	13550	35
Principal Construction Inspector	Deleted	32260	35
Principal Consumer Affairs Inspector	Deleted	33994	35
Principal Correctional Counselor	Deleted	51277	35
Principal Custodial Supervisor	Deleted	80561	40
Principal Electrical Engineer	Deleted	20350	35
Principal Electrical Engineer (Railroad Signals)	Deleted	20351	35
Principal Electrical Inspector	Deleted	32960	35
Principal Engineer	Deleted	21130	35

Principal Fingerprint Technician		71165	35
Principal Home Economist	Deleted	50565	35
Principal Housing Inspector	Deleted	31560	35
Principal Illustrator	Deleted	91460	35
Principal Institutional Inspector	Deleted	31465	35
Principal Juvenile Counselor	Deleted	52297	35
Principal Mechanical Engineer	Deleted	20450	35
Principal Microbiologist	Deleted	21690	35
Principal Mortuary Technician	Deleted	52017	35
Principal Multiple Dwelling Specialist (Buildings)		22402	40
Principal Nutrition Consultant		50416	35
Principal Nutritionist	Deleted	50465	35
Principal Pharmacist	Deleted	50660	37.5
Principal Physicist	Deleted	22030	35
Principal Police Communications Technician		71014	35
Principal Public Health Sanitarian	Deleted	31260	35
Principal Research Scientist (Biological Science)	Deleted	21770	35
Principal Retirement Benefits Examiner	Deleted	40495	35
Principal Senior Citizen Specialist	Deleted	09223	35
Principal Shorthand Reporter	Deleted	10420	35
Principal Special Officer (HRA)	Deleted	70820	40
Principal Statistician	Deleted	40625	35
Principal Telephone Operator	Deleted	10825	35
Principal Title Examiner		30820	35
Principal Veterinarian	Deleted	50765	35
Probation Assistant		51800	35
Probation Officer		51810	37.5
Probation Officer Trainee		51801	37.5
Process Server	Deleted	30205	35
Procurement Analyst		12158	35
Program Announcer	Deleted	60636	35
Program Coordinator (DJJ)		51597	35
Program Evaluator (ACS)	Added	52416	35
Program Officer (DFTA)		51454	35
Program Producer		60621	35
Program Research Analyst <sup>1</sup>	Deleted	60945	35
Program Specialist (DOC)		60948	35
Project Coordinator	Deleted	22421	35
Project Development Coordinator	Deleted	22525	35
Project Development Coordinator Trainee	Deleted	22504	35
Project Manager		22426	35
Project Manager Intern		22425	35
Project Services Specialist	Deleted	22526	35
Protection Agent	Added	52368	40
Psychologist		52110	35
Public Health Adviser (CDC)		51191	35
Public Health Assistant		81805	35
Public Health Educator		51110	35
Public Health Educator Trainee		51105	35

Public Health Epidemiologist		51181	35
Public Health Nurse		51011	35
Public Health Physician (PHA)	Deleted	52713	35
Public Health Sanitarian		31215	40
Public Health Sanitarian Trainee	Deleted	31211	40
Public Records Aide		60215	35
Public Records Officer		60216	35
Public Relations Assistant	Deleted	60810	35
Puppeteer		60414	35
Purchase Inspector	Deleted	34115	35
Purchase Inspector (Lumber)	Deleted	34123	35
Purchase Inspector (School Bus Service)	Deleted	34128	35
Purchase Inspector (Automotive Equipment)	Deleted	34116	35
Purchase Inspector (Drugs & Chemicals)	Deleted	34117	35
Purchase Inspector (Equipment)	Deleted	34118	35
Purchase Inspector (Foods)	Deleted	34119	35
Purchase Inspector (Fuel & Supplies)	Deleted	34120	35
Purchase Inspector (Fuel)	Deleted	34132	35
Purchase Inspector (Furniture)	Deleted	34121	35
Purchase Inspector (Mill Steel)	Deleted	34129	35
Purchase Inspector (Piano)	Deleted	34124	35
Purchase Inspector (Pipes & Castings)	Deleted	34125	35
Purchase Inspector (Printing & Stationery)	Deleted	34126	35
Purchase Inspector (Repairs & Supplies)	Deleted	34127	35
Purchase Inspector (Shop Steel)	Deleted	34130	35
Purchase Inspector (Textiles)	Deleted	34131	35
Purchasing Agent	Deleted	12121	35
Quality Assurance Specialist		34171	35
Quality Assurance Specialist (Automotive Equipment)		34172	35
Quality Assurance Specialist (Building Repairs)		34173	35
Quality Assurance Specialist (Drugs & Chemicals)	Deleted	34174	35
Quality Assurance Specialist (Equipment)	Deleted	34175	35
Quality Assurance Specialist (Foods)		34176	35
Quality Assurance Specialist (Fuel & Supplies)	Deleted	34178	35
Quality Assurance Specialist (Fuel)		34177	35
Quality Assurance Specialist (Furniture & Supplies)	Deleted	34179	35
Quality Assurance Specialist (Lumber)	Deleted	34180	35
Quality Assurance Specialist (Metals)	Deleted	34181	35
Quality Assurance Specialist (Printing & Stationery)	Deleted	34182	35
Quality Assurance Specialist (Pupil Transportation)		34183	35
Quality Assurance Specialist (Textiles)	Deleted	34184	35
Quality Assurance Specialist Trainee		34170	35
Rackets Investigator	Added	30830	40
Radio & Television Operator		90411	35
Real Estate Manager	Deleted	80110	35
Real Estate Repairer	Deleted	81707	35
Real Estate Repairer (DCAS)	Added	82111	35
Real Property Assistant		80102	35
Real Property Manager		80112	35

Recreation Assistant	Deleted	60407	35
Recreation Director		60430	35
Recreation Director (Part-Time)		60431	35
Recreation Supervisor		60440	35
Rehabilitation Counselor	Deleted	51213	35
Rehabilitation Specialist (HPD)		31680	40
Relocation Aide	Deleted	80097	35
Repair Crew Chief (HDA)		90573	35
Repair Crew Worker (HDA)		90571	35
Repair Shop Manager (HDA)		90576	35
Reporter/Stenographer (DA)		10212	35
Research Assistant		60910	35
Research Assistant (Behavioral Sciences)	Deleted	21740	35
Research Scientist	Deleted	21755	35
Retirement Benefits Examiner	Deleted	40492	35
Right of Way Negotiator	Deleted	40430	35
Safety Officer	Deleted	31617	35
Safety Specialist		31310	35
Salvage Appraiser	Deleted	12175	35
Sanitation Compliance Agent		71685	35
Sanitation Enforcement Agent (removed from Citywide Agreement coverage through Legislation)		71681	40
Satisfaction Clerk	Deleted	30405	35
School Computer Technology Specialist (DOE)	Added	13613	35
Scientist (Radiation Control)		21516	35
Scientist (Water Ecology)		21538	35
Scientist (Water Ecology) Trainee	Added	21537	35
Script Writer	Deleted	60613	35
Secretary		10216	35
Secretary		10252	35
Security Officer (Civil Defense)	Deleted	71415	35
Senior Accountant	Deleted	40515	35
Senior Actuary	Deleted	40715	35
Senior Actuary (Group Chief)	Deleted	40725	35
Senior Addiction Specialist	Deleted	56075	35
Senior Addiction Specialist (Methadone)		56072	35
Senior Air Pollution Control Engineer	Deleted	20615	35
Senior Air Pollution Inspector	Deleted	31335	35
Senior Appraiser (Real Estate)	Deleted	40415	35
Senior Architect	Deleted	21225	35
Senior Architect (M R & S)	Deleted	21226	35
Senior Area Services Coordinator	Deleted	22558	35
Senior Attorney	Deleted	30125	35
Senior Attorney (Taxes)	Deleted	30093	35
Senior Audio Visual Aid Technician	Deleted	90637	35
Senior Auditor of Accounts	Deleted	40815	35
Senior Automotive Service Worker	Deleted	92509	40
Senior Automotive Specialist		20131	35
Senior Bacteriologist	no record	21525	35
Senior Bacteriologist (Serology)	Deleted	21626	35

Senior Baker	Deleted	90236	35
Senior Baker (Correction)	Added	90234	35
Senior Bio-Medical Equipment Technician	Deleted	21563	35
Senior Blasting Inspector	Deleted	31835	35
Senior Boiler Inspector	Deleted	31935	35
Senior Building Custodian	Deleted	80635	40
Senior Buyer ( & Approved Specialties)	Deleted	12140	35
Senior Buyer (Drugs)	Deleted	12142	35
Senior Buyer (Foods)	Deleted	12143	35
Senior Buyer (Hardware)	Deleted	12144	35
Senior Buyer (Instructional Materials)	Deleted	12145	35
Senior Buyer (Mechanical Equipment)	Deleted	12149	35
Senior Buyer (Paper & Paper Products)	Deleted	12146	35
Senior Buyer (Printing)	Deleted	12147	35
Senior Buyer (School & Office Furniture)	Deleted	12148	35
Senior Case - Management Nurse (Sanitation)	Deleted	05207	35
Senior Chemical Engineer	Deleted	20525	35
Senior Chemist	Deleted	21825	35
Senior Chemist (Biochemistry)	Deleted	21826	35
Senior Chemist (Clinical Chemistry)	Deleted	21830	35
Senior Chemist (Food & Water)	Deleted	21831	35
Senior Chemist (Microanalysis)	Deleted	21827	35
Senior Chemist (Sanitary)	Deleted	21828	35
Senior Chemist (Toxicology)	Deleted	21829	35
Senior Chief Dietitian	Deleted	50372	35
Senior Children's Counselor	Deleted	51535	35
Senior Citizen Specialist I (DFTA)	Deleted	02735	35
Senior Citizen Specialist II (DFTA)	Deleted	02899	35
Senior Citizen Specialist II (JOP)	Deleted	09538	35
Senior Civil Engineer	Deleted	20225	35
Senior Civil Engineer (Approaches & Arterial Connections)	Deleted	20226	35
Senior Civil Engineer (Building Construction)	Deleted	20232	35
Senior Civil Engineer (Highway Traffic)	Deleted	20231	35
Senior Civil Engineer (Railroad Valuation)	Deleted	20227	35
Senior Civil Engineer (Sanitary)	Deleted	20228	35
Senior Civil Engineer (Water Supply)	Deleted	20230	35
Senior Civil Engineer( Structural)	Deleted	20229	35
Senior Clerk	Deleted	10111	35
Senior Clerk (Income Maintenance)	Deleted	10099	35
Senior Clinician	Deleted	52835	35
Senior Community Liaison Worker	Deleted	56094	35
Senior Community Organization Specialist (Urban Renewal)	Deleted	22126	35
Senior Construction Inspector	Deleted	32235	35
Senior Consultant (Early Childhood Education)	Deleted	51636	35
Senior Consultant (Mental Health Standards and Services)	Deleted	54810	35
Senior Consultant (Psychiatric Nursing)	Deleted	51019	35
Senior Consultant (Public Health Social Work)		51638	35
Senior Consumer Affairs Inspector	Deleted	33992	35
Senior Cook <sup>1</sup>		90235	40

Senior Counselor (Addiction Treatment)	Deleted	51216	35
Senior Crew Chief (Pest Control)	Deleted	90502	35
Senior Custodial Assistant	Deleted	82016	40
Senior Custodial Supervisor	Deleted	80535	40
Senior Demolition Inspector	Deleted	32435	35
Senior Dentist	Deleted	50235	35
Senior Deputy Sheriff	Deleted	30310	40
Senior Detective Investigator	Added	30827	40
Senior Economist	Deleted	40915	35
Senior Electrical Engineer	Deleted	20325	35
Senior Electrical Engineer (Radio & TV)	Deleted	20329	35
Senior Electrical Engineer (RR Signals)	Deleted	20327	35
Senior Elevator Inspector	Deleted	33035	35
Senior Engineer (Accounting)	Deleted	20725	35
Senior Engineer (Cranes)	Deleted	20234	35
Senior Engineer (Safety)	Deleted	20825	35
Senior Engineer Assessor	Deleted	20920	35
Senior Engineering Technician	Deleted	20114	35
Senior Engineering Technician (Drafting)	Deleted	20116	35
Senior Environmental Control Technician	Deleted	90972	35
Senior Estimator (Electrical)		20126	35
Senior Estimator (General Construction)		20127	35
Senior Estimator (Mechanical)		20128	35
Senior Fingerprint Technician	Deleted	71135	35
Senior Fire Prevention Inspector	Deleted	31635	35
Senior Geologist	Deleted	21925	35
Senior Health Care Program Planner/Analyst		83052	35
Senior Health Facilities Planner	Deleted	22083	35
Senior Health Resource Coordinator	Deleted	51112	35
Senior Highway Transportation Specialist	Deleted	22325	35
Senior Hoists & Rigging Inspector	Deleted	33235	35
Senior Homemaker	Deleted	52407	35
Senior Housekeeper	Deleted	80735	35
Senior Houseparent		52438	60
Senior Housing Inspector	Deleted	31535	35
Senior Hull and Machinery Inspector	Deleted	33335	35
Senior Human Resources Specialist	Deleted	56030	35
Senior Human Resources Specialist (EDT)	Deleted	56031	35
Senior Human Resources Technician	Deleted	56011	35
Senior Industrial Engineer	Deleted	20625	35
Senior Inspector of Fire Alarm Boxes	Deleted	34335	40
Senior Inspector of Ports & Terminals	Deleted	33986	35
Senior Institutional Inspector	Deleted	31435	35
Senior Institutional Trades Instructor	Deleted	60330	35
Senior Institutional Trades Instructor (Tailoring)		60331	35
Senior Intergroup Relations Officer		55015	35
Senior Investment Analyst	Deleted	40926	35
Senior IT Architect	Added	95711	35
Senior IT Architect IT	Accreted	06800	35

Senior Juvenile Counselor	Deleted	52296	35
Senior Key Punch Operator	Deleted	10917	35
Senior Key Punch Operator (IBM)	Deleted	10916	35
Senior Key Punch Operator (Univac)	Deleted	11009	35
Senior Laboratory Technician	Deleted	21509	35
Senior Laboratory Technician (OCME)	Deleted	21510	35
Senior Landscape Architect	Deleted	21325	35
Senior Laundry Supervisor	Deleted	80861	40
Senior Laundry Worker	Deleted	90135	37.5
Senior Management Consultant	Accreted	12652	35
Senior Meat Cutter	Deleted	90237	35
Senior Mechanical Engineer (Including spec.)	Deleted	20426	35
Senior Mechanical Engineer (Including spec.)	Deleted	20427	35
Senior Mechanical Engineer (Including spec.)	Deleted	20428	35
Senior Mechanical Engineer (Including specialties)	Deleted	20425	35
Senior Medical Record Librarian	Deleted	50836	35
Senior Medical Specialist		52896	35
Senior Mental Health Worker		51263	35
Senior Meteorologist	Deleted	21950	35
Senior Mortuary Technician	Deleted	52016	35
Senior Motor Vehicle Supervisor	Deleted	91233	40
Senior Occupational Therapist	Deleted	51235	35
Senior Office Appliance Maintainer		90836	35
Senior Painting Inspector	Deleted	32835	35
Senior Parking Enforcement Agent	Deleted	71622	40
Senior Pharmacist	Deleted	50635	40
Senior Photographer		90635	35
Senior Physical Therapist	Deleted	51236	35
Senior Physicist	Deleted	22025	35
Senior Physicist (Electronics)	Deleted	22026	35
Senior Physicist (Isotopes)	Deleted	22027	35
Senior Physicist (Radiation)	Deleted	22028	35
Senior Physicist (Spectroscopy)	Deleted	22029	35
Senior Pipe Laying Inspector	Deleted	33435	35
Senior Plan Examiner (Buildings.)	Deleted	22411	35
Senior Planner	Deleted	22125	35
Senior Plumbing Inspector	Deleted	33635	35
Senior Police Administrative Aide		10147	35
Senior Probation Officer	Deleted	51835	37.5
Senior Program Specialist (DOC)	Deleted	60949	35
Senior Project Coordinator	Deleted	22422	35
Senior Project Development Coordinator	Deleted	22530	35
Senior Project Services Specialist	Deleted	22531	35
Senior Psychologist	Deleted	52135	35
Senior Public Health Adviser (Communicable Disease Control)	Deleted	51192	35
Senior Public Health Educator	Deleted	51135	35
Senior Public Health Officer (District Health Administration)	Deleted	52804	35
Senior Public Health Officer (Medical Services)	Deleted	52805	35
Senior Public Health Sanitarian	Deleted	31235	40

Senior Rackets Investigator	Added	30831	40
Senior Rehabilitation Counselor	Deleted	51215	35
Senior Rent Examiner	Deleted	30765	35
Senior Repair Crew Chief (HDA)		90574	35
Senior Right of Way Negotiator	Deleted	40431	35
Senior Salvage Appraiser		12176	35
Senior Satisfaction Clerk	Deleted	30410	35
Senior Scientist(Radiation Control)	Deleted	21526	35
Senior Secretary		10220	35
Senior Service Inspector (DOT)	Accreted	33766	35
Senior Special Officer	Deleted	70815	40
Senior Statistician	Deleted	40615	35
Senior Student Legal Specialist (Law Department)		06517	35
Senior Supervisor (Exterminators)	Deleted	90560	35
Senior Supervisor of Mechanical Installations	Deleted	34235	35
Senior Systems Analyst		12648	35
Senior Systems Analyst (EDP) (HMH)	Added	12651	35
Senior Tabulator Operator	Deleted	11033	35
Senior Taxi & Limousine Inspector	Deleted	35134	35
Senior Title Examiner		30810	35
Senior Traffic Control Inspector	Deleted	31735	35
Senior Transportation Inspector	Deleted	35135	35
Senior Urban Designer	Deleted	22094	35
Senior Water Use Inspector	Deleted	34635	35
Senior Waterfront Construction Inspector	Deleted	34535	35
Senior X-Ray Technician	Deleted	51335	35
Service Inspector (DOT)	Accreted	33765	35
Shoemaker		90740	35
Shop Clerk	Deleted	10132	35
Site Caretaker	no record	81175	
Social Worker		52613	35
Space Analyst	Added	80184	35
Special Consultant (Mental Health Standards and Services	Accreted	51001	35
Special Consultant (Mental Health Standards and Services) AL II	Accreted	5100C	35
Special Officer (HRA, ACS, DOHMH, DHS, DJJ Special Officers removed from Citywide Agreement coverage through Legislation)	Accreted	70810	40
Special Officer (Aqueduct Patrol)	Deleted	70501	40
Speech and Hearing Therapist	Deleted	51212	35
Speech Pathologist (DOHMH)	Deleted	51252	35
Staff Analyst <sup>1</sup>		12626	35
Staff Analyst Trainee		12749	35
Staff Audiologist		51239	35
Staff Nurse		50910	40
Staff Nurse (Dept. for the Aging)	Deleted	05490	40
Staff Speech Pathologist	Deleted	51253	35
Statistical Secretary (OMB)		05363	35
Statistician		40610	35
Stenographer	Deleted	10205	35
Stenographer/Secretary	Deleted	10206	35
Stenographic Specialist		10217	35

Stenographic/Secretarial Associate	Deleted	10211	35
Stock Worker		12200	35
Stockman	Deleted	12210	35
Strategic Initiative Specialist (NC_DEP)	Accreted	50940	35
Strategic Initiative Specialist (NC_DOT)	Accreted	50103	35
Strategic Initiative Specialist (NC_HRA)	Accreted	50938	35
Student Legal Specialist (Kings D.A.)	Deleted	05310	35
Student Legal Specialist (Law Department)		05072	35
Superintendent Bridge House	Deleted	52281	35
Superintendent of Adult Institutions		52279	35
Superintendent of Construction and Repairs	Deleted	91375	35
Superintendent of Laundries		80880	40
Supervising Accountant	Deleted	40520	35
Supervising Air Pollution Inspector	Deleted	31355	35
Supervising Appraiser (Real Estate)	Deleted	40420	35
Supervising Area Services Coordinator	Deleted	22559	35
Supervising Assessor	Deleted	40220	35
Supervising Audiologist	Deleted	51240	35
Supervising Auditor of Accounts	Deleted	40820	35
Supervising Blasting Inspector		31840	35
Supervising Bookbinder		92170	35
Supervising Clerk	Deleted	10120	35
Supervising Computer Operator	Deleted	13513	35
Supervising Computer Service Technician		13616	35
Supervising Consumer Affairs Inspector	Deleted	33993	35
Supervising Correctional Counselor	Deleted	51275	35
Supervising Counselor (Addiction Treatment)	Deleted	51217	35
Supervising Custodian of Children	Deleted	52298	35
Supervising Demolition Inspector		32455	35
Supervising Deputy Sheriff- removed from citywide per legislation		30315	40
Supervising Dockmaster		81660	40
Supervising Economist	Deleted	40920	35
Supervising Emergency Medical Service Specialist (removed from Citywide Agreement)		53055	35
Supervising Emergency Medical Service Specialist (Detailed as Deputy Chief or Division Commander) (removed from Citywide Agreement)	Added	5305E	37.5
Supervising Environmental Control Technician	Deleted	90973	35
Supervising Fire Alarm Dispatcher- removed from citywide per legislation		71060	40
Supervising Fire Prevention Inspector	Deleted	31655	35
Supervising Health Resource Coordinator	Deleted	51113	35
Supervising Home Economist	Deleted	50560	35
Supervising Housekeeper		80760	35
Supervising Hull and Machinery Inspector	Deleted	33355	35
Supervising Human Resources Specialist	Deleted	56040	35
Supervising Human Resources Specialist (Auditing)	Deleted	56044	35
Supervising Human Resources Specialist (Community Programs)	Deleted	56042	35
Supervising Human Resources Specialist (EDT)	Deleted	56043	35
Supervising Human Resources Specialist (Management)	Deleted	56041	35
Supervising Institutional Inspector	Deleted	31455	35
Supervising Investment Analyst	Deleted	40927	35
Supervising Laundry Worker <sup>3</sup>	Deleted	71494	40

Supervising Medical Records Librarian	Deleted	50837	35
Supervising Mental Health Worker	Deleted	51264	35
Supervising Nutritionist	Deleted	50460	35
Supervising Parking Meter Collector	Deleted	41112	35
Supervising Parking Meter Service Worker	Deleted	41113	40
Supervising Pharmacist	Deleted	50650	37.5
Supervising Police Communications Technician		71013	35
Supervising Probation Officer		51860	37.5
Supervising Public Health Adviser (CDC)		51193	35
Supervising Public Health Nurse	Deleted	51060	35
Supervising Public Health Sanitarian	Deleted	31255	40
Supervising Rackets Investigator	Added	30832	40
Supervising Special Officer (HRA, ACS, DOHMH, DHS, DJJ Supervising Special Officers removed from Citywide Agreement coverage through Legislation)		70817	40
Supervising Speech Pathologist	Deleted	51254	35
Supervising Systems Analyst (HMf)	Added	12650	35
Supervising Taxi & Limousine Inspector	Deleted	35140	35
Supervising Therapist		51241	35
Supervising Traffic Control Inspector	Deleted	31750	35
Supervising Water Use Inspector	Deleted	34655	35
Supervisor (Exterminators)	Deleted	90535	35
Supervisor (Methadone Treatment Center)	Deleted	51247	35
Supervisor (Pest Control)		90505	35
Supervisor I (Social Work)		52631	35
Supervisor I (Welfare)		52311	35
Supervisor II (Social Work)		52632	35
Supervisor II (Welfare)		52312	35
Supervisor III (Social Work)		52633	35
Supervisor III (Welfare)		52313	35
Supervisor of Bridge Operations	Deleted	91160	40
Supervisor of Building Custodians	Deleted	80660	40
Supervisor of Child Care		52315	35
Supervisor of Electrical Installations and Maintenance		34205	35
Supervisor of Ironwork		92376	40
Supervisor of Mechanical Installations and Maintenance		34221	35
Supervisor of Mechanics (Mechanical Equipment)		92575	40
Supervisor of Motor Transport		91279	40
Supervisor of Nurses <sup>3</sup>		50960	40
Supervisor of Office Machine Operations		11704	35
Supervisor of Radio & Television Operations		90436	35
Supervisor of School Security		60820	40
Supervisor of Stock Workers		12202	35
Supervisor of Traffic Device Maintainers		90904	40
Supervisor of Traffic Safety Education	Deleted	60818	35
Supervisor of X-Ray Technician Services	Deleted	51360	35
Supervisor of Youth Services	Deleted	51444	35
Supervisor of Youth Services (Research)	Deleted	51446	35
Supervisors of Investigators	Accreted	31166	35
Surveyor		21015	35
Systems Administrator (CFB)		06602	35

Systems Analyst		12647	35
Tabulator Operator	Deleted	11032	35
Tax Auditor	Deleted	40521	35
Tax Map Cartographer	Added	21006	35
Taxi & Limousine Inspector (removed from Citywide Agreement coverage through Legislation)	Accreted	35116	35
Teacher (DOC)	no record	00101	35
Technical Support Aide	Deleted	13610	35
Telecommunications Associate	Deleted	20243	35
Telecommunications Associate (Data)	Accreted	20246	35
Telecommunications Associate (Voice)	Accreted	20247	35
Telecommunications Manager (Former M I & II)	Accreted	8298A	35
Telecommunications Specialist	Deleted	20245	35
Telephone Operator	Deleted	10805	35
Telephone Service Technician	Added	92590	35
Television Equipment Operator	Deleted	90311	35
Television Lighting Technician		90310	35
Tests & Measurement Intern	Deleted	12700	35
Tests & Measurement Specialist		12704	35
Title Examiner		30805	35
Traffic Control Inspector		31715	35
Traffic Device Maintainer		90910	40
Traffic Enforcement Agent (removed from Citywide Agreement coverage through Legislation)	Accreted	71651	40
Training Coordinator ( C.D. )	Deleted	71496	35
Training Development Specialist	Deleted	12618	35
Training Development Specialist Trainee	Deleted	12616	35
Transcribing Typist	Deleted	10308	35
Transportation Inspector	Deleted	35115	35
Transportation Specialist	Added	22316	35
Typist	Deleted	10305	35
Urban Archeologist		92248	35
Urban Designer	Deleted	22093	35
Urban Park Ranger (removed from Citywide Agreement coverage through Legislation)		60421	35
Veterinarian	Deleted	50710	35
Washer	Deleted	90111	37.5
Watch Person	Deleted	81010	40
Water Meter Reader	Deleted	34600	35
Water Plant Operator	Deleted	91010	40
Water Treatment Plant Operator	Accreted	91013	40
Water Use Inspector		34615	35
Water Use Inspector Trainee	Deleted	34601	35
Waterfront Construction Inspector	Deleted	34515	35
Watershed Maintainer		91011	40
Window Cleaner	Deleted	90749	40
Word Processor	Deleted	10302	35
Workers' Compensation Benefits Examiner		40482	35
X-Ray Technician		51310	35
Youth Coordinator (Youth Services)		51402	35
Youth Development Specialist	Added	52287	35
Youth Services Specialist	Deleted	51438	35

## New York City Health & Hospital Corporation Title Codes

TITLE	TITLE CODE	WORK WEEK
Accountable Care Manager (Established March 20, 2017)	509530	37.5
Accountant	405100	35
Activity Therapist – Deleted September 8, 2006	004780	35
Activity Therapist Level I (Est September 8, 2006)	004780	35
Activity Therapist Level II (Est September 8, 2006)	004790	35
Activity Therapist Level III (Est September 8, 2006)	004800	35
Addiction Counselor - Level I	000550	35
Addiction Counselor - Level II	000530	35
Addiction Program Administrator (Accreted March 6, 2012)	000560	35
Addiction Specialist – Deleted June 15, 2019	560700	35
Administrative Manager (Non Managerial) (Est July 31, 2015)	100250	35
Administrative Staff Analyst Level I (Est July 31, 2015)	100260	35
Administrative Staff Analyst Level II (Est July 31, 2015)	100270	35
Agency Attorney Intern (Est July 31, 2015; Deleted June 15, 2019)	300860	35
Ambulance Technician – Deleted May 13, 2021	001060	37.5
Ambulatory Care Technician	001850	37.5
Anesthetist – Deleted June 15, 2019	531010	35
Architect – Deleted June 15, 2019	212150	35
Architectural Intern	212050	35
Assistant Accountant – Deleted June 15, 2019	405050	35
Assistant Addiction Counselor	000540	35
Assistant Architect	212100	35
Assistant Bio-Medical Equipment Technician	215610	35
Assistant Chemist	218100	35
Assistant Civil Engineer	202100	35
Assistant Community Liaison Worker – Deleted July 15, 2013	560920	35
Assistant Coordinating Manager	003820	35
Assistant Director of Training and Development Level A (Accreted September 9, 2015)	107500	35
Assistant Director of Training and Development Level B (Accreted September 9, 2015)	107600	35
Assistant Electrical Engineer	203100	35
Assistant Head Nurse	000480	37.5
Assistant Health Care Program Planner/Analyst	000300	35
Assistant Health Facilities Planner	220810	35
Assistant Laundry Supervisor – Deleted June 15, 2019	808100	37.5
Assistant Mechanical Engineer	204100	35
Assistant Media Services Technician	005020	35
Assistant Physicist	220100	35
Assistant Physicist (Electronics)	220110	35

Assistant Physicist (Isotopes)	220120	35
Assistant Physicist (Radiation)	220130	35
Assistant Planning-Scheduling Analyst	039660	35
Assistant Printing Press Operator	921220	40
Assistant Purchasing Agent – Deleted January 21, 2001	963400	35
Assistant Statistician – Deleted May 13, 2021	406050	35
Assistant Stock Handler – Deleted October 10, 2008	122070	35
Assistant Systems Analyst	039270	35
Assistant Systems Analyst (EDP)	040010	35
Assistant Systems Analyst (Finance)	039310	35
Associate Accountant	405170	35
Associate Bookkeeper – Deleted March 23, 2010	405270	35
Associate Chemist - Level I	963010	35
Associate Chemist - Level II	963020	35
Associate Chemist - Level III	963030	35
Associate Correctional Counselor Level I (Est July 31, 2015)	512740	35
Associate Correctional Counselor Level II (Est July 31, 2015)	512750	35
Associate Engineering Technician - Level I	961710	35
Associate Engineering Technician - Level II	961720	35
Associate Laboratory Microbiologist - Level I – Deleted June 15, 2019	962910	35
Associate Laboratory Microbiologist - Level II – Deleted June 15, 2019	962920	35
Associate Laboratory Microbiologist - Level III – Deleted June 15, 2019	962930	35
Associate Medical Record Specialist	508360	35
Associate Nurse Midwife - Level A	965130	37.5
Associate Nurse Midwife - Level B	965140	37.5
Associate Nurse Practitioner - Level I – Deleted May 13, 2021	966410	37.5
Associate Nurse Practitioner - Level II – Deleted May 13, 2021	966420	37.5
Associate Pharmacist - Level I – Deleted November 27, 2006	985110	37.5
Associate Pharmacist - Level II – Deleted November 27, 2006	985120	37.5
Associate Pharmacist - Level III – Deleted November 27, 2006	985130	37.5
Associate Pharmacist - Level IV – Deleted November 27, 2006	985140	37.5
Associate Radiographer - Level I – Deleted January 11, 2021	966110	35
Associate Radiographer - Level II – Deleted January 21, 2021	966120	35
Associate Respiratory Therapist - Level I	980210	35
Associate Respiratory Therapist - Level II	980220	35
Associate Staff Analyst 1	126270	35
Associate Staff Analyst (Est July 31, 2015)	126270	35
Associate Staff Anesthetist - Level I (Not A) Deleted May 13, 2021	965110	35
Associate Staff Anesthetist – Level I (Not B) Deleted May 13, 2021	965120	35
Associate Staff Audiologist - Level I Deleted May 13, 2021	965910	35
Associate Staff Audiologist - Level II	965920	35

Associate Staff Speech Pathologist - Level I	966010	35
Associate Staff Speech Pathologist - Level II	966020	35
Associate Supervising Dietitian Level A – Deleted July 23, 1999	962310	35
Associate Supervising Dietitian Level B – Deleted July 23, 1999	962320	35
Associate Supervisory Radiographer - Level I Deleted May 13, 2021	966310	35
Associate Supervisory Radiographer - Level II	966320	35
Associate Ultrasound Technologist	005050	35
Attending Dentist Level I (Est September 4, 2001)	970310	40
Attending Dentist Level II (Est September 4, 2001)	970320	40
Attending Dentist Level III (Est September 4, 2001)	970330	40
Attending Physician (Approved Specialties) - Level I	970210	40
Attending Physician (Approved Specialties) - Level II	970220	40
Attending Physician (Approved Specialties) - Level III	970230	40
Audiology Clinician	003800	35
Automotive Service Worker – Deleted June 19, 2006	925080	40
Beautician	001360	37.5
Behavioral Health Associate (Accreted May 19, 2010)	039810	37.5
Bio-Medical Equipment Technician	215620	35
Bio-Medical Equipment Technician Trainee – Deleted June 15, 2019	215600	35
Bookkeeper - Level I	405260	35
Bookkeeper - Level II	405360	35
Bookkeeper Level III (Est March 23, 2010)	405270	35
Care Manager, Registered Nurse Level I (Accreted July 28, 2010; Deleted March 17, 2017 by OCB)	509410	35
Care Manager, Registered Nurse Level II (Accreted July 28, 2010; Deleted March 17, 2017 by OCB)	509420	35
Caseworker	523040	35
Cashier	106050	35
Central Service Technician Level I (Est January 1, 2015)	004560	37.5
Central Service Technician Level I (Title Reclassification 1/1/2015)	004560	37.5
Central Service Technician Level II (Est January 1, 2015)	004680	37.5
Certified IT Administrator (Databases) Level I (Established July 31, 2015; Deleted May 13, 2021)	136440	35
Certified IT Developer (Applications) Level I (Est July 31, 2015)	136430	35
Certified Physical Therapy Assistant	003840	35
Certified Respiratory Therapy Technician (Deleted March 13, 1998)	003350	35
Chemist (Deleted June 26, 1998)	218150	35
Chief Dietician (Deleted July 3, 1997)	503700	35
Chief Psychologist (Deleted September 25, 1998)	521700	35
Children's Counselor	515100	35
City Custodial Assistant	906440	40
City Research Scientist Level II (Est July 31, 2015)	217450	35
City Research Scientist Level III (Est July 31, 2015)	217460	35
City Research Scientist Level IV-A (Est July 31, 2015)	217470	35

City Research Scientist Level I (Est July 31, 2015)	217440	35
Civil Engineer	202150	35
Civil Engineering Intern	202020	35
Claim Specialist Level I (Est January 7, 2007)	307260	35
Claim Specialist Level II (Est January 7, 2007)	307270	35
Claim Specialist Level III (Est January 7, 2007)	307280	35
Clerical Associate - Level Ia (Deleted March 23, 2010)	102510	35
Clerical Associate - Level Ib (Deleted March 23, 2010)	102610	35
Clerical Associate - Level II	102620	35
Clerical Associate - Level III	102630	35
Clerical Associate - Level IV	102640	35
Clerical Associate - Level IVa	102650	35
Client Navigator Level I (Est November 26, 2002)	985510	35
Client Navigator Level II (Est November 26, 2002)	985520	35
Clinical Business Analyst Level I (Accreted May 23, 2016)	001450	35
Clinical Business Analyst Level II (Accreted May 23, 2016)	001460	35
Clinical Business Analyst Level III (Accreted May 23, 2016)	001470	35
Clinical Dietetic Technician	966610	35
Clinical Documentation Specialist Level I (Accreted May 8, 2019)	342750	35
Clinical Documentation Specialist Level II (Accreted May 8, 2019)	342760	35
Clinical Laboratory Technician Level I (Est May 6, 2009)	971110	35
Clinical Laboratory Technician Level II (Est May 6, 2009)	971120	35
Clinical Laboratory Technologist Level I (Est May 6, 2009)	971210	35
Clinical Laboratory Technologist Level II (Est May 6, 2009)	971220	35
Clinical Laboratory Technologist Level III (Est May 6, 2009)	971230	35
Clinical Laboratory Technologist Level IV (Est May 6, 2009)	971240	35
Clinical Laboratory Technologist Level V (Est May 6, 2009)	971250	35
Clinical Nurse Specialist, Educational Coordinator (CHS) (Est December 21, 2015)	000980	37.5
Collaborative Drug Therapy Management Pharmacist (Accreted August 7, 2019)	940000	37.5
Community Assistant 2	560560	40
Community Associate	560570	35
Community Coordinator	560580	35
Community Liaison Trainee – Deleted July 15, 2013	560910	35
Community Liaison Worker – Deleted July 15, 2013	560930	35
Community Liaison Worker Level I (Est July 15, 2013)	560920	35
Community Liaison Worker Level II (Est July 15, 2013)	560930	35
Community Liaison Worker Level III (Est July 15, 2013)	560940	35
Community Liaison Worker Level IV (Est July 15, 2013)	560950	35
Community Service Aide (Est )	524060	35
Computer Aide - Level I	961410	35
Computer Aide - Level II	961420	35

Computer Associate (Operations) - Level I	961310	35
Computer Associate (Operations) - Level II	961320	36
Computer Associate (Operations) - Level III	961330	35
Computer Associate (Software) - Level I	963110	35
Computer Associate (Software) - Level II	963120	35
Computer Associate (Software) - Level III	963130	35
Computer Associate (Technical Support) - Level I	961210	35
Computer Associate (Technical Support) - Level II	961220	35
Computer Associate (Technical Support) - Level III	961230	35
Computer Programmer Analyst - Level I	961110	35
Computer Programmer Analyst - Level II	961120	35
Computer Programmer Analyst Trainee	961500	35
Computer Specialist (Software) - Level I	966710	35
Computer Specialist (Software) - Level II	966720	35
Computer Specialist (Software) Level III (Est July 31, 2015)	966730	35
Construction Management Assistant	001030	35
Construction Project Manager - Level I	962510	35
Construction Project Manager - Level II	962520	35
Construction Project Manager - Level III	962530	35
Consultant (Public Health/Social Work) (Est July 31, 2015)	516130	35
Consultant Public Health Nurse (Child Health) Deleted May 13, 2021	510150	35
Consultant Public Health Nurse (Hospital Services) Deleted May 13, 2021	510170	35
Cook	902100	37.5
Coordinating Manager Level A (Est August 1, 2006)	980130	35
Coordinating Manager Level B (Est August 1, 2006)	980140	35
Correctional Counselor (Est July 31, 2015)	512730	35
Creative Arts Therapist Level I (Est June 26, 2006)	005780	35
Creative Arts Therapist Level II (Est June 26, 2006)	005790	35
Creative Arts Therapist Level III (Est June 26, 2006)	005800	35
Custodial Assistant Deleted May 13, 2021	820150	40
Dental Assistant	501010	35
Dental Hygienist	501020	35
Dentist - Deleted June 15, 2019	502100	40
Dentist - Level A - Deleted June 15, 2019	963910	40
Dentist - Level B - Deleted June 15, 2019	963920	40
Dentist - Level I	964410	40
Dentist - Level II Deleted May 13, 2021	964420	40
Department Librarian	602100	35
Department Senior Librarian	602350	35
Department Supervising Librarian	602600	35
Dietary Aide	818010	37.5

Dietitian - Level I	503100	35
Dietitian - Level II	503350	35
Dietitian - Level III	962310	35
Dietitian - Level IV	962320	35
Director of Planning Level I (Accreted July 19, 2020)	350810	35
Director of Planning Level II (Accreted July 19, 2020)	350820	35
Director of Workforce Training and Staff Development (Accreted September 9, 2015)	107700	35
Discharge Planning Assessment Specialist - Level I	005100	35
Discharge Planning Assessment Specialist - Level II	005200	35
District Supervising Public Health Nurse (Deleted 9/3/1999)	510650	35
Electrical Engineer	203150	35
Electrical Engineer (Electronics)	203160	35
Electrical Engineering Intern	203020	35
Electrocardiograph Technician	513120	35
Electroencephalograph Technician	515130	35
Elevator Operator	809100	37.5
Elevator Starter	809350	37.5
Emergency Medical Specialist - EMT (Deleted July 31, 1996)	002220	37.5
Emergency Medical Specialist - Paramedic (Deleted July 31, 1996)	002240	37.5
Emergency Medical Specialist Cadet Trainee (Deleted July 31, 1996)	005030	37.5
Emergency Medicine Physician Specialist Level I (Established July 1, 2017)	005400	40
Emergency Medicine Physician Specialist Level II (Established July 1, 2017)	005410	40
Engineering Technician - Level I	961610	35
Engineering Technician - Level II	961620	35
Engineering Technician Trainee	201110	35
Enrollment Sales Representative (Medicare) Level I (Est January 29, 2008)	103810	35
Enrollment Sales Representative (Medicare) Level II (Est January 29, 2008)	103820	35
Enrollment Sales Representative (Medicare) Level III (Est January 29, 2008)	103830	35
Enrollment Sales Representative Assistant (Est August 14, 2007)	103610	35
Enrollment Sales Representative Level I (Est August 14, 2007)	103710	35
Enrollment Sales Representative Level II (Est August 14, 2007)	103720	35
Enrollment Sales Representative Level III (Est August 14, 2007)	103730	35
Equipment Control Planner (Remove (Hospital))	000780	35
Exterminator Deleted May 13, 2021	905100	35
Food Service Supervisor	902380	35
Foreman of Gardeners (Deleted)	002720	37.5
Gardener - Deleted May 13, 2021	002710	37.5
Head Dietitian (Deleted July 23, 1999)	503350	35
Head Nurse	509350	37.5
Health Care Program Planner/Analyst	000310	35
Health Facilities Planner	220820	35

Health Information Management Specialist Level I (Accreted March 26, 2015)	001040	35
Health Information Management Specialist Level II (Accreted March 26, 2015)	001050	35
Health System Pharmacist Level I (Est November 27, 2006)	930010	37.5
Health System Pharmacist Level II (Est November 27, 2006)	930020	37.5
Health System Pharmacist Level III (Est November 27, 2006)	930030	37.5
Hemodialysis Patient Care Technician (Accreted August 17, 2010)	039840	37.5
Home Health Aide – Deleted June 15, 2019	004860	37.5
Hospital Care Investigator	523420	35
Hospital Payroll Accounts Manager	039030	35
Hospital Security Officer – Deleted July 22, 2010	708300	37.5
Housekeeper	807100	35
Housekeeping Aide	818020	37.5
Illustrator	914100	35
Infection Control Nurse (CHS) (Established December 15, 2015; Deleted May 13, 2021)	000960	37.5
Institutional Aide	818030	37.5
Institutional Garment Worker	901120	35
Institutional Tailor	901130	35
Instrument Maker (Radiology)	907220	35
Investigator (Est July 31, 2015)	311060	35
IV Technician (Deleted December 11, 2007)	005000	35
Junior Architect (Deleted July 3, 1997)	212060	35
Junior Bacteriologist (Deleted July 3, 1997)	216050	35
Junior Chemist	218050	35
Junior Civil Engineer (Deleted July 3, 1997)	202060	35
Junior Clinical Business Analyst (Accreted February 11, 2016)	001440	35
Junior Electrical Engineer (Deleted July 3, 1997)	203060	35
Junior Health Facilities Planner	220800	35
Junior Mechanical Engineer (Deleted July 3, 1997)	204060	35
Junior Public Health Nurse (Est July 31, 2015)	510080	35
Laboratory Assistant	004960	35
Laboratory Associate - Level I – Deleted June 15, 2019	962710	35
Laboratory Associate - Level II – Deleted June 15, 2019	962720	35
Laboratory Microbiologist - Level I – Deleted June 15, 2019	962810	35
Laboratory Microbiologist - Level II – Deleted June 15, 2019	962820	35
Laboratory Technician – Deleted December 11, 2007	215080	35
Laundry Supervisor – Deleted June 15, 2019	808600	37.5
Laundry Worker - Deleted June 15, 2019	901100	37.5
Licensed Barber Deleted May 13, 2021	901140	37.5
Licensed Practical Nurse	003150	37.5
Maintenance and Control Planner	039770	35
Maintenance Control Scheduler	039760	35

Maintenance Planning and Control Supervisor	039780	35
Manager, Scheduling and Control (EDP) (Accreted November 23, 2009)	102810	35
Maternal and Childcare Technician	001860	37.5
Meat Cutter Deleted May 13, 2021	902130	35
Mechanical Engineer	204150	35
Mechanical Engineering Intern	204030	35
Media Services Technician - Level I	966910	35
Media Services Technician - Level II	966920	35
Medical Equipment Repair Technician	906900	35
Medical Equipment Specialist	906910	35
Medical Record Specialist	508110	35
Medical Utilization Review Analyst	001210	35
Medical Waste Technician	005060	35
Medicine-Surgery Technician	001890	37.5
Mental Health Assistant	001610	35
Mental Health Counselor Level I (Accreted April 19, 2018)	306110	35
Mental Health Counselor Level II (Accreted April 19, 2018)	306120	35
Mental Health Counselor Level III (Accreted April 19, 2018)	306130	35
MetroPlus Care Coordinator Level I (Accreted September 13, 2019)	343000	35
MetroPlus Care Coordinator Level II (Accreted September 13, 2019)	343020	35
MetroPlus Utilization Review/Management Coordinator Level I (Accreted September 13, 2019)	343010	35
MetroPlus Utilization Review/Management Coordinator Level II (Accreted September 13, 2019)	343030	35
Midwife	509120	37.5
Mortuary Technician – Title Code Change September 16, 2011	104110	35
Motion Picture Operator (Receives a Sessional Rate at H+H; Is it still under the CW Agt?)	906110	35
Motor Vehicle Operator	912120	37.5
Motor Vehicle Supervisor	912320	37.5
Nuclear Medicine Technologist - Level I	964310	35
Nuclear Medicine Technologist - Level II	964320	35
Nurse Practitioner – Deleted January 5, 2020	001960	37.5
Nurse Practitioner (Accreted January 5, 2020)	970010	37.5
Nurse Practitioner (CHS) (Est December 21, 2015)	000990	37.5
Nurse Practitioner (Primary Care/Behavioral Health) (Accreted January 5, 2020)	970020	37.5
Nurse-Midwife	961050	37.5
Nurse's Aide	509010	37.5
Nurse's Aide (Transport Escort)	001160	37.5
Occupational Therapist	512100	35
Occupational Therapy Assistant (Title Change 4/2/2008)	003430	35
Office Aide Level I - Deleted September 19, 1997	960010	35
Office Aide Level II - Deleted	960020	35
Office Aide Level III – Deleted September 19, 1997	960030	35

Office Associate – Deleted September 19, 1997	960100	35
Office Machine Aide - Level II	960320	35
Office Machine Associate – Deleted September 19, 1997	960400	35
Operating Room Technician – Deleted January 1, 2015	001900	37.5
Paralegal Aide - Level I	964010	35
Paralegal Aide - Level II	964020	35
Patient Care Associate	988010	37.5
Patient Care Coordinator (CHS) (Est December 21, 2015)	001520	37.5
Patient Care Technician	986010	37.5
Patient Representative (Accreted November 30, 2018)	003500	35
Pediatric Nurse Associate – Deleted May 13, 2021	954400	35
Pediatric Nurse Practitioner (Family Health Services) (Est August 16, 2006, Deleted May 13, 2021)	001970	37.5
Peer Counselor Level I (Est October 18, 1999)	983510	35
Peer Counselor Level II (Est October 18, 1999)	983520	35
Peer Counselor Level III (Est July 13, 2006)	983530	35
Pharmacist – Deleted June 26, 1998	506100	37.5
Pharmacist Intern (Removed e from Intern)	002410	37.5
Pharmacy Technician	002420	37.5
Phlebotomist	004950	35
Photographer	906100	35
Physical Therapist	512110	35
Physician Assistant	001730	37.5
Physician Assistant - Level II (HHC) - Removed (HCF)	004730	37.5
Physician Specialist	005300	40
Physicist	220150	35
Physicist (Isotopes)	220170	35
Physicist (Radiation)	220180	35
Planning - Scheduling Analyst	039670	35
Poison Information Specialist Level I (Est May 20, 2011)	100760	37.5
Poison Information Specialist Level II (Est May 20, 2011)	100770	37.5
Poison Information Specialist Level III (Est May 20, 2011)	100780	37.5
Poison Information Specialist Level IV (Est May 20, 2011)	100790	37.5
Preventive Maintenance Inspector	000170	35
Primary Care Physician (Communicare/Managed Care)	005070	37.5
Principal Administrative Associate - Level I	960210	35
Principal Administrative Associate - Level II	960220	35
Principal Administrative Associate - Level III	960230	35
Principal Chemist – Deleted July 3, 1997	218350	35
Principal Children's Counselor	515650	35
Principal Community Liaison Worker – Deleted July 15, 2013	560950	35
Principal Hospital Care Investigator	523450	35

Principal Microbiologist – Deleted July 3, 1997	216900	35
Principal Mortuary Technician – Deleted September 16, 2011	520170	35
Principal Research Scientist (Biological Science)	217700	35
Principal Statistician Deleted May 13, 2021	406250	35
Procurement Analyst Level I (Est January 21, 2001)	963510	35
Procurement Analyst Level II (Est January 21, 2001)	963520	35
Procurement Analyst Level III (Est January 21, 2001)	963530	35
Procurement and Materials Analyst	039440	35
Procurement and Materials Specialist (Approved Specialties)	039420	35
Procurement and Materials Specialist (Bio-Med. Equip. & Supplies)	002510	35
Procurement and Materials Specialist (Pharmaceuticals & Supplies)	002520	35
Program Manager, Training and Development Level I (Accreted September 9, 2015)	107300	35
Program Manager, Training and Development Level II (Accreted September 9, 2015)	107400	35
Project Manager – Deleted April 16, 2009	039710	35
Project Manager Level I (Est April 16, 2009)	224260	35
Project Manager Level II (Est April 16, 2009)	224270	35
Psychiatric Nurse Practitioner (Correctional Health Services) (Accreted September 7, 2017)	009990	37.5
Psychiatric/Social Health Technician	001870	37.5
Psychologist - Level I	521100	35
Psychologist - Level II	521350	35
Psychologist - Level III	521700	35
Public Health Adviser Level I (Est March 15, 2004)	511910	35
Public Health Adviser Level II (Est March 15, 2004)	511920	35
Public Health Assistant	818050	35
Public Health Educator – Deleted January 16, 2009	511110	35
Public Health Educator Level I (Est January 16, 2009)	511100	35
Public Health Educator Level II (Est January 16, 2009)	511350	35
Public Health Epidemiologist Level I (Est July 31, 2015)	511810	35
Public Health Nurse - Level I	510110	35
Public Health Nurse - Level II Deleted May 13, 2021	510600	35
Public Health Nurse - Level III Deleted May 13, 2021	510650	35
Purchasing Agent - Level I – Deleted January 21, 2001	963510	35
Purchasing Agent - Level II – Deleted January 21, 2001	963520	35
Purchasing Agent - Level III – Deleted January 21, 2001	963530	35
Quality Assurance Nurse (CHS) (Est December 21, 2015)	000930	40
Quality Assurance Specialist - Level I (Automotive Equipment) Deleted June 15, 2019	964210	35
Quality Assurance Specialist - Level II (Automotive Equipment) Deleted June 15, 2019	964220	35
Radio Repair Technician Deleted May 13, 2021	004570	37.5
Radiographer – Deleted January 11, 2021	004890	35
Radiographer Level I (Accreted September 6, 2020)	967110	35
Radiographer Level II (Accreted September 6, 2020)	967120	35

Radiographer Level III (Accreted September 6, 2020)	967130	35
Refrigeration Service Helper	000650	37.5
Refrigeration Service Mechanic	000660	37.5
Rehabilitation Counselor	512130	35
Rehabilitation Technician	001880	37.5
Research Assistant	609100	35
Respiratory Care Therapist - Level I – Deleted July 3, 1997	000790	37.5
Respiratory Care Therapist - Level II – Deleted July 3, 1997	000800	37.5
Respiratory Therapist - Level I	980110	35
Respiratory Therapist - Level II	980120	35
Respiratory Therapy Aide	980000	35
Respiratory Therapy Technician – Deleted March 13, 1998	003340	37.5
Respiratory Therapy Technician - Level I	980010	35
Respiratory Therapy Technician - Level II	980020	35
Respiratory Therapy Technician Trainee – Deleted March 13, 1998	003330	37.5
Safety Officer	316170	35
Secretary - Level IIa	102720	35
Secretary - Level IIb	102730	35
Secretary - Level IIIa	102740	35
Secretary - Level IIIb	102750	35
Senior Accountant – Deleted June 15, 2019	405150	35
Senior Activity Therapist – Deleted September 8, 2006	004790	35
Senior Addiction Counselor - Level I	966970	35
Senior Addiction Counselor - Level II	966980	35
Senior Architect – Deleted July 3, 1997	212250	35
Senior Associate Accountant	002630	35
Senior Associate Occupational Therapist - Level I	965810	35
Senior Associate Occupational Therapist - Level II	965820	35
Senior Associate Pharmacist - Level A – Deleted June 15, 2019	962210	37.5
Senior Associate Pharmacist - Level B – Deleted June 15, 2019	962220	37.5
Senior Associate Pharmacist - Level C – Deleted June 15, 2019	962230	37.5
Senior Associate Pharmacist - Level D – Deleted June 15, 2019	962240	37.5
Senior Associate Physical Therapist - Level I	965710	35
Senior Associate Physical Therapist - Level II	965720	35
Senior Automotive Service Worker – Deleted June 19, 2006	925090	40
Senior Bio-Medical Equipment Technician	215630	35
Senior Buyer – Deleted July 3, 1997	121400	35
Senior Children's Counselor	515350	35
Senior Civil Engineer Deleted May 13, 2021	202250	35
Senior Clinician Educator - Level I – Deleted July 31, 1996	966510	37.5
Senior Clinician Educator - Level II – Deleted July 31, 1996	966520	37.5

Senior Clinician Educator - Level III – Deleted July 31, 1996	966530	37.5
Senior Clinician Educator - Level IV – Deleted July 31, 1996	966540	37.5
Senior Community Liaison Worker – Deleted July 15, 2013	560940	35
Senior Consultant (Early Childhood Education)	516360	35
Senior Consultant, Management Information Services Level A (Accreted November 17, 2015)	985010	35
Senior Consultant, Management Information Services Level B (Accreted November 17, 2015)	985020	35
Senior Consultant, Management Information Services Level C (Accreted November 17, 2015)	985030	35
Senior Cook	902350	37.5
Senior Dentist – Deleted July 3, 1997	502350	35
Senior Electrical Engineer Deleted May 13, 2021	203250	35
Senior Electrocardiograph Technician	001600	35
Senior Health Care Program Planner/Analyst - Level A	000320	35
Senior Health Care Program Planner/Analyst - Level B	000330	35
Senior Health Facilities Planner	220830	35
Senior Hospital Care Investigator	523430	35
Senior Housekeeper	807350	35
Senior Illustrator	914350	35
Senior Laundry Supervisor Deleted June 15, 2019	808610	37.5
Senior Laundry Worker – Deleted June 15, 2019	901350	37.5
Senior Management Consultant (Business Organization and Methods) Level I (Accreted March 24, 2006)	983710	35
Senior Management Consultant (Business Organization and Methods) Level II (Accreted March 24, 2006)	983720	35
Senior Meat Cutter Deleted May 13, 2021	902370	35
Senior Mechanical Engineer	204250	35
Senior Medical Utilization Review Analyst	002750	35
Senior Mortuary Technician – Title Code Change Effective September 16, 2011	104120	35
Senior Motor Vehicle Supervisor	912330	37.5
Senior Pharmacist Deleted July 3, 1997	506350	40
Senior Photographer	906350	35
Senior Physicist	220250	35
Senior Physicist (Electronics)	220260	35
Senior Physicist (Isotopes)	220270	35
Senior Planning - Scheduling Analyst	039680	35
Senior Psychologist – Deleted September 25, 1998	521350	35
Senior Public Health Educator – Deleted January 16, 2009	511350	35
Senior Purchase Inspector – Deleted December 13, 1999	341350	35
Senior Radiation Technician Deleted October 16, 1998	513360	35
Senior Rehabilitation Counselor	512150	35
Senior Respiratory Care Therapist - Level I Deleted July 3, 1997	966930	35
Senior Respiratory Care Therapist - Level II Deleted July 3, 1997	966940	35
Senior Social Worker (HCF) – Deleted June 15, 2019	004770	35
Senior Special Officer – Deleted July 22, 2010	708150	37.5

Senior Statistician Deleted May 13, 2021	406150	35
Senior Systems Analyst	039290	35
Senior Systems Analyst (EDP)	040030	35
Senior Systems Analyst (Finance)	039330	35
Service Aide	987010	37.5
Social Worker	526130	35
Social Worker – Mental Health Service Corps (Accreted August 14, 2019)	526110	35
Social Worker Level I (Est August 10, 2006)	526140	35
Social Worker Level II (Est August 10, 2006)	526150	35
Social Worker Level III (Est August 10, 2006)	526160	35
Social Worker Level IV (Est August 10, 2006)	526170	35
Social Worker Level V (Est August 10, 2006)	526180	35
Special Consultant (Mental Health Standards and Services) Level II (Est July 31, 2015)	510010	35
Special Officer	708100	37.5
Speech Clinician	003790	35
Staff Analyst - Level I – Deleted June 15, 2019 1	126260	35
Staff Analyst - Level II – Deleted June 15, 2019 1	126460	35
Staff Nurse	509100	37.5
Staff Nurse (CHS) Level I (Est December 21, 2015)	000900	37.5
Staff Nurse (CHS) Level II (Est December 21, 2015)	000910	37.5
Statistician Deleted May 13, 2021	406100	35
Stenographer/Secretary Level II Deleted September 19, 1997	960520	35
Stenographic Specialist - Level I	960710	35
Stenographic Specialist - Level II	960720	35
Stenographic Specialist - Level III	960730	35
Stenographic/Secretarial Associate Level I Deleted September 19, 1997	960600	35
Stock Worker - Level I	960910	35
Stock Worker - Level II	960920	35
Supervising Activity Therapist Deleted September 8, 2006	004800	35
Supervising Ambulance Corpsman Deleted 1982	002230	37.5
Supervising Audiologist	512400	35
Supervising Children's Counselor	515600	35
Supervising Dental Assistant	002210	35
Supervising Emergency Medical Service Specialist Level I Deleted July 31, 1996	963310	37.5
Supervising Emergency Medical Service Specialist Level II Deleted July 31, 1996	963320	37.5
Supervising Hospital Care Investigator	523440	35
Supervising Housekeeper	807600	35
Supervising Laundry Worker – Deleted June 15, 2019	001150	37.5
Supervising Medical Record Specialist	508370	35
Supervising Nuclear Medicine Technologist	004910	35
Supervising Pharmacist Deleted July 3, 1997	506500	37.5

Supervising Public Health Adviser	511930	35
Supervising Public Health Nurse Deleted September 3, 1999	510600	35
Supervising Refrigeration Service Technician Deleted May 13, 2021	000670	37.5
Supervising Special Officer Level I (Est July 22, 2010)	103210	37.5
Supervising Special Officer Level II (Est July 22, 2010)	103220	37.5
Supervising Speech Pathologist	512540	35
Supervising Systems Analyst (Accreted June 29, 2000)	000680	35
Supervising Therapist	512410	35
Supervising Training and Development Associate (Accreted December 8, 2012)	107200	35
Supervisor I (Social Work)	526310	35
Supervisor II (Social Work)	526320	35
Supervisor III (Social Work) – Deleted June 15, 2019	526330	35
Supervisor of Gardeners Deleted May 13, 2021	002720	37.5
Supervisor of Mechanics (Mechanical Equipment) Level I Deleted March 19, 2008	925750	40
Supervisor of Mechanics (Mechanical Equipment) Level II Deleted March 19, 2008	925760	40
Supervisor of Mechanics (Mechanical Equipment) Level III Deleted March 19, 2008	925770	40
Supervisor of Mechanics (Mechanical Equipment) Level IV Deleted March 19, 2008	925780	40
Supervisor of Motor Transport (Est August 9, 2015; Deleted May 13, 2021)	912790	37.5
Supervisor of Nurses	509600	37.5
Supervisor of Nurses Duplicate	509600	37.5
Supervisor of Office Machine Operations - Level I	117010	35
Supervisor of Office Machine Operations - Level II	117020	35
Supervisor of Radio Repair Operations	907600	37.5
Supervisor of Stock Workers - Level I	962410	35
Supervisor of Stock Workers - Level II	962420	35
Supervisor of Stock Workers - Level III	962430	35
Supervisor, Scheduling & Control (EDP) Deleted	039910	35
Surgical Technologist Level I (Est January 1, 2015)	001900	37.5
Surgical Technologist Level II (Est January 1, 2015)	001980	37.5
Systems Analyst	039280	35
Systems Analyst (EDP)	040020	35
Systems Analyst (Finance)	039320	35
Systems Project Leader (EDP) (Accreted October 31, 2006)	961810	35
Teacher Aide (Day Care Center)	029330	35
Technical Support Aide Level II Deleted September 19, 1997	960820	35
Technical Support Aide Level III Deleted September 19, 1997	960830	35
Telecommunications Associate - Level I Deleted June 16, 2004	966210	35
Telecommunications Associate - Level II Deleted June 16, 2004	966220	35
Telecommunications Associate (Data) Level I (Est June 16, 2004)	202410	35
Telecommunications Associate (Data) Level II (Est June 16, 2004)	202420	35
Telecommunications Associate (Data) Level III (Est June 16, 2004)	202430	35

Telecommunications Associate (Voice) Level I (Est June 16, 2004)	202510	35
Telecommunications Associate (Voice) Level II (Est June 16, 2004)	202520	35
Telecommunications Associate (Voice) Level III (Est June 16, 2004)	202530	35
Telecommunications Specialist (Data) (Est June 16, 2004)	202440	35
Telecommunications Specialist (Voice) (Est June 16, 2004)	202540	35
Training and Development Associate - Level A	984710	35
Training and Development Associate - Level B	984720	35
Training and Development Representative (Accreted December 8, 2012)	107100	35
Ultrasound Technologist - Level I	966950	35
Ultrasound Technologist - Level II	966960	35
Utilization Review/Management Coordinator - Level I	005080	35
Utilization Review/Management Coordinator - Level II	005090	35
Washer – Deleted June 15, 2019	901110	37.5
Watch Person	810100	37.5
Window Washer (Health Care Facilities) Deleted May 13, 2021	004420	37.5

**GENERAL NOTES:**

- A position for which a temporary title code has been issued pending its formal classification shall be deemed to be presumptively included in this Appendix A provided such temporary position has been certified for collective bargaining (see Article IX, Section 14).
- The listings set forth in this Appendix A represent the best understandings of the parties at the time this Agreement was drafted. However, the parties recognize that there may be inadvertent errors or omissions.
- Please contact the NYC Office of Labor Relations if there is a question about the specific date a City title was Accreted, Added or Deleted.
- Rule XI titles certified by the Board of Collective Bargaining subsequent to the drafting of this Agreement shall be deemed included in this Appendix A.

**TITLE SPECIFIC NOTES:**

1. Applies to positions certified to the Organization of Staff Analyst pursuant to BCB Decision No. 3-88 (May 19, 1988).
2. Except 1) employees assigned to positions in shelters run by the Departments of Homeless Services or Social Services whose work week shall be 37½ hours and 2) incumbent employees who were reclassified from either Assistant Community Specialist or Office Aide (CETA) whose work week shall continue to be 35 hours.
3. Except for employees assigned to positions in the Department of Social Services whose work week shall be 37½ hours.
4. Except for incumbent employees hired prior to September 1, 1982, whose work week was 35 hours. Said incumbents shall continue to have a 35-hour work week.



**APPENDIX B**

**Office of Labor Relations**

22 Corlandt Street, New York, NY 10007  
nyc.gov/olr

**Renee Camplon**  
*Commissioner*  
**Steven H. Banks**  
*First Deputy Commissioner*  
*General Counsel*

**Claire Lavitt**  
*Deputy Commissioner*  
*Health Care Strategy*  
**Georgette Gastaly**  
*Director, Employee Benefits Program*

**Rose Lovaglio-Miller**  
*Director of Research & Negotiations*  
DC 37, AFSCME, AFL-CIO  
125 Barclay Street  
New York, N.Y. 10007

**Re: 2001-2021 Citywide Agreement**

Dear Ms. Lovaglio-Miller:

The following is offered by way of clarification as to the meaning and scope of certain provisions of the Citywide Agreement between the City of New York and District Council 37, AFSCME, AFL-CIO covering the period of July 1, 2001 –December 31, 2001.

1. **Article I, Section 1: Are Employees in Rule X titles covered by the Agreement?**  
**ANSWER:** No. However they may be covered by the provisions of the Agreement if they are equated to a title that is covered by the Agreement, or to the extent that they are covered by the provisions of the applicable unit contract.
2. **Article III, Section 1(b): When are employees eligible to receive payment for both night shift differential and straight time (1X) overtime?**  
**ANSWER:** Only employees who were receiving night shift differential during the hour that immediately preceded the straight time (1X) cash overtime are eligible. Employees whose normal tour of duty falls outside the night shift differential hours are not eligible to receive night shift differential when working hours subject to night shift differential.
3. **Article IV, Section 3(b): Is an employee granted a shortened schedule under Article V, Section 18 who works less than the normal work week entitled to overtime compensated in cash?**  
**ANSWER:** Under certain circumstances. If such an employee is ordered to work hours in excess of the employee's shortened weekly schedule but less than the number of hours in the employee's normal work week, such employee would only be entitled to compensatory time at the rate of straight time (1x) [i.e. straight time compensatory time for work performed between 30 and 35 hours a week for 35 hour employees; between 32½ and 37½ hours a week for 37½ hour employees; and between 35 and 40 hours a week for 40 hour employees]. However, if such employee has been in pay status for all scheduled workdays in the calendar week and is ordered to perform work on a scheduled day off (i.e. a sixth day for a five day a week employee), the hours worked on such scheduled day off may be compensable in cash pursuant to Article IV as if the employee had not been granted a shortened schedule.

4. Article IV, Section 3(d): Can the Employer reschedule the normal work week of employees to regularly include Saturdays and/or Sundays as normal workdays without violating this Section?  
ANSWER: Yes.
5. Article IV, Section 11(b): How is the cash payment of standby pay calculated?  
ANSWER: Except as may be otherwise provided by FLSA, the cash payment for standby is always compensated at the rate of one-half (½X) of the hourly rate as determined pursuant to Article IV, Section 6.
6. Article V, Section 3: May an agency head issue a blanket prohibition or limitation on the use of approved sick leave and annual leave in units of one hour?  
ANSWER: No. The agency must consider each request on its merits.
7. Article V, Section 5: Do these sick leave provisions apply to pregnant employees?  
ANSWER: Yes. These provisions are applicable to pregnancy-connected disability under the same terms and conditions as they are applicable to any conditions requiring or permitting the use of sick leave.
8. Article V, Section 16(d): May an Agency apply a fixed time-based standard in determining whether to excuse lateness beyond the five-minute grace period?  
ANSWER: No. Each determination shall be made on a case by case basis.
9. Article V, Section 17: Is the following provision in Section 2.9 of the Leave Regulations superseded by this Section?  
For an agency whose presently existing rules (as of June 30, 1956) permit the use of sick leave credits of an employee in connection with terminal leave with pay upon retirement, the agency is authorized to grant an employee on staff prior to the effective date of these Regulations but who retires subsequent thereto, either terminal leave with pay as specified in Regulation 2.9 or terminal leave with pay calculated under such presently existing agency rules, whichever is the most liberal for the employee; provided that the sick leave balance used in the application of the agency formula does not exceed the sick leave balance to the credit of the employee at the time these Regulations go into effect (July 1, 1956).  
ANSWER: No.
10. Article V, Section 18(b): Are all outdoor and field employees who traditionally enjoyed shortened workday schedules and who are required to return to an office location entitled to summer schedules?  
ANSWER: No. Only those employees who are required to return to an office location before the end of the workday to perform duties for at least one hour are entitled to the summer schedule enjoyed by office employees at that location on such day.
11. Article V, Section 19: Where certain part-time employees were receiving more beneficial leave credits under the terms of a unit contract in existence prior to the effective date of this Section, may they continue to do so?  
ANSWER: Yes. They may continue to receive credits which may vary from the formula established by the terms of this Section. However, upon the expiration of said pre-existing unit contracts, the employees must either elect to be covered by the terms of this Section or they may continue to receive leave credits pursuant to said pre-existing formula.
12. Article X, Section 1: Is the evaluatory statement referred to in this Section limited only to the formal periodic performance evaluation?  
ANSWER: No. It refers to any evaluatory statement.

13. **Article X, Section 1:** Are the requirements on evaluatory statements contained in this Section limited only to those statements to be placed in the permanent personnel folder in the central office?

**ANSWER:** No. They apply to evaluatory statements to be placed in any employee personnel folder maintained in the agency.

14. **Article XIII, Section 4:** Would an employee, who at the time of separation from City service was, and thereafter continued to be covered by the State Health Insurance Program, be eligible to continue receiving the Welfare Fund contribution on his behalf?

**ANSWER:** Yes. Such an employee shall continue to receive the Welfare Fund contribution in the employee's behalf provided said employee has five years NYCERS membership service at the time of the employee's separation and said employee remains a primary beneficiary of the State Program and is entitled to receive benefits paid for by the State through such program.

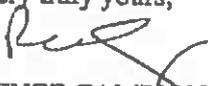
15. **Article XXI:** Does this Article intend to preclude the Union from engaging in activity to secure the enactment of the New Career Pension Plan legislation during the term of the Agreement?

**ANSWER:** No.

The provisions of this letter shall be deemed part of the 2001-2021 Citywide Agreement as if fully set forth therein. Except as is otherwise provided herein, the contents of this letter shall be effective the date of execution of the 2001-2021 Citywide Agreement and shall be coterminous therewith.

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

Very truly yours,

  
RENEE CAMPION

**AGREED AND ACCEPTED  
ON BEHALF OF DISTRICT COUNCIL 37**

BY:   
**ROSE LOVAGLIO-MILLER**

APPENDIX C



Office of Labor Relations

22 Cortlandt Street, New York, NY 10007  
nyc.gov/olr

Renee Campion  
Commissioner  
Steven H. Banks  
First Deputy Commissioner  
General Counsel

Claire Levitt  
Deputy Commissioner  
Health Care Strategy  
Georgette Gestaly  
Director, Employee Benefits Program

Rose Lovaglio-Miller  
Director of Research & Negotiations  
DC 37, AFSCME, AFL-CIO  
125 Barclay Street  
New York, N.Y. 10007

Re: 2001-2021 Citywide Agreement

Dear Ms. Lovaglio-Miller:

This letter is to confirm that during the negotiations for the above captioned agreement the parties agreed to continue in force the following side agreements to the 1990-1992 Citywide Agreement:

1. **Voluntary Benefits Program:**

DC 37, or an agent designated by DC 37, shall have the exclusive right to receive contributions from employees serving in titles covered by the Citywide Agreement, subject to participating union agreements with DC 37, to be used exclusively to fund a Voluntary Benefits Program, separate and distinct from the Employer Voluntary Benefits Program, to provide such benefits as are mutually agreed upon by DC 37 and the Employer and to be administered by DC 37 or its agent. The amounts deducted for such Voluntary Benefits Program(s) shall be subject to the conditions set forth in separate supplemental agreement(s), and, in all instances, shall not be commingled with any other funds and kept separate and apart from the general funds of DC 37 or its agent, and shall be held in trust in a special segregated account exclusively maintained for that purpose and which shall be established prior to the collection of any fees deducted for the purposes specified in such supplemental agreement(s).

2. **DECAP and Long-Term Care:**

Employees covered under the above agreement shall be eligible to participate in both the Dependent Care Assistance Program (DECAP) and the Long-Term Care Program which have been established by the City of New York.

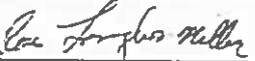
The provisions of this letter shall be deemed part of the 2001-2021 Citywide Agreement as if fully set forth therein. Except as is otherwise provided herein, the contents of this letter shall be effective the date of execution of the 2001-2021 Citywide Agreement and shall be coterminous therewith.

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

Very truly yours,

  
RENEE CAMPION

AGREED AND ACCEPTED ON  
BEHALF OF DISTRICT COUNCIL 37

BY:   
ROSE LOVAGLIO-MILLER

APPENDIX D



Office of Labor Relations

22 Cortlandt Street, New York, NY 10007  
nyc.gov/olr

Renee Campion  
Commissioner  
Steven H. Banks  
First Deputy Commissioner  
General Counsel

Claire Levitt  
Deputy Commissioner  
Health Care Strategy  
Georgette Gestely  
Director, Employee Benefits Program

Rose Lovaglio-Miller  
Director of Research & Negotiations  
DC 37, AFSCME, AFL-CIO  
125 Barclay Street  
New York, N.Y. 10007

Re: 2001-2021 Citywide Agreement

Dear Ms. Lovaglio-Miller:

This is to confirm our mutual understanding and agreement that employees who are affected by the personnel actions set forth below shall not lose or gain seniority for the purposes of implementing the accrual rates set forth in Article V, Sections 1 and 19(b), and Article VI, Section 6 of the 2001-2021 Citywide Agreement.

1. An employee who returns to active service from an approved leave of absence.
2. An employee who is in pay status (whether full-time or part-time) and is permanently appointed in the same title or a new title.
3. Employees who were laid off or terminated for economic reasons who are appointed from a preferred/recall list or referred by the PRC.
4. A provisional employee who was terminated because of the existence of a civil service list and appointed from a civil service list within one year of such termination.
5. A permanent employee who resigns and is reinstated or who is appointed from a civil service list within one year of such resignation.
6. An employee who resigns and returns within 31 days.
7. A provisional employee who resigns and returns as a provisional within 31 days.
8. A provisional employee who is appointed directly from one provisional appointment to another.
9. For employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor Relations shall hereby be empowered to issue case-by-case interpretations.

The provisions of this letter shall be deemed part of the 2001-2021 Citywide Agreement as if fully set forth therein. Except as is otherwise provided herein, the contents of this letter shall be effective the date of execution of the 2001-2021 Citywide Agreement and shall be coterminous therewith.

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

Very truly yours,

  
RENEE CAMPION

AGREED AND ACCEPTED ON BEHALF OF DC 37:

BY:   
ROSE LOVAGLIO-MILLER

APPENDIX E



Office of Labor Relations

22 Cortlandt Street, New York, NY 10007  
nyc.gov/olr

Renee Camplon  
Commissioner  
Stevan H. Banks  
First Deputy Commissioner  
General Counsel

Claire Levitt  
Deputy Commissioner  
Health Care Strategy  
Georgetta Gestaly  
Director, Employee Benefits Program

Rose Lovaglio-Miller  
Director of Research & Negotiations  
DC 37, AFSCME, AFL-CIO  
125 Barclay Street  
New York, N.Y. 10007

Re: 2001-2021 Citywide Agreement

Dear Ms. Lovaglio-Miller:

This letter is to confirm that during the negotiations for the above captioned agreement the parties agreed to establish or continue the following joint labor/management committees to address technical questions and on-going concerns:

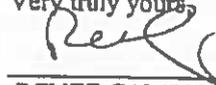
1. The following committees shall be continued:
  - a. The Payroll Issues Committee (including a separate Health and Hospital Corporation subcommittee);
  - b. The Job Evaluation Procedures Issues Committee; and
  - c. The Committee for Issues Affecting Employees with Disabilities.
2. A temporary committee to implement a dedicated sick leave contribution plan shall be created.
3. Issues related to the timely placement of new and returning employees on payroll; the timely payment of shift differential, overtime and holiday pay; the timely input of time and leave records on pay stubs; and the clearer reflection on payroll stubs of these and other additions-to-gross payments shall be referred to the standing Payroll Committee
4. A temporary Legal Committee to study and make recommendations concerning an alternative to the health and safety grievance procedures shall be established.
5. Issues related to the protection and security of employees shall be referred to the standing Citywide Health and Safety Committee.
6. The Workers Compensation Committee shall study and make recommendations to modify the procedures set forth in Article V, Sections 10 and 11 of this Citywide Agreement within 90 days of commencing said committee.

7. The issue of the application of Article I, Section 5 of the Citywide Agreement to employees covered by the Clinicians Agreement and to employees of the Department of Health assigned to work at Board of Education facilities on a school year based schedule shall be referred to a high level labor/management committee.
8. The issue of the exclusion of employees covered by the Clinicians Agreement from the provisions of Article III of this Citywide shall be referred to a high level labor/management committee.
9. Issues related to the assignment of overtime in the Fire Department shall be referred to a high-level labor/management committee.
10. After implementation of the Metrocard program, other issues related to transit checks shall be referred to a high-level labor/management committee.

The provisions of this letter shall be deemed part of the 2001-2021 Citywide Agreement as if fully set forth therein. Except as is otherwise provided herein, the contents of this letter shall be effective the date of execution of the 2001-2021 Citywide Agreement and shall be coterminous therewith.

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

Very truly yours,

  
\_\_\_\_\_  
RENEE CAMPION

AGREED AND ACCEPTED  
ON BEHALF OF DISTRICT COUNCIL 37

BY:   
\_\_\_\_\_  
ROSE LOVAGLIO-MILLER

## APPENDIX F



# Office of Labor Relations

22 Cortlandt Street, New York, NY 10007  
nyc.gov/olr

Renee Camplon  
Commissioner  
Steven H. Banks  
First Deputy Commissioner  
General Counsel

Claire Levitt  
Deputy Commissioner  
Health Care Strategy  
Georgetta Gestaly  
Director, Employee Benefits Program

Rose Lovaglio- Miller  
Director of Research & Negotiations  
125 Barclay Street  
New York, N.Y. 10007

### Re: 2001-2021 Citywide Agreement

Dear Ms. Lovaglio-Miller:

This is to confirm our mutual understanding and agreement that during the negotiations of the 1995-2001 Citywide agreement, the parties agreed to the implementation of the following personnel policies by both covered agencies and the NYC Health + Hospitals:

1. Personnel Services Bulletin No. 440-8 (Guidelines on the Family and Medical Leave Act of 1993) be modified as follows to provide that effective November 26, 1999, leave will be granted to provide care for a domestic partner who has a serious health condition:

An eligible employee is entitled to a total of 12 weeks of leave in a 12-month period. Leave may be taken upon the birth of a child to the employee, to care for such child; or upon the placement of a child with the employee for adoption or foster care, to care for such child ("FLMA Childcare Leave"). Leave may be taken to care for a child of the employee when the child has a serious health condition, as defined hereon; to care for the employee's parent or spouse or domestic partner when such person has a serious condition; and for the employee's own serious health condition.

"Child" means a biological, adopted or foster child of the employee; a legal ward, or stepchild of the employee; or a child for whom the employee stands in loco parentis. A child must either be under 18 or incapable of self-care because of mental or physical disability. "Spouse" means a husband or wife as defined or recognized under state law for purposes of marriage in the state where the employee resides. "Parent" means the biological parent of the employee, or person who stands or stood in loco parentis for the employee when the employee was a child, as defined herein; it does not include "in-laws." "Domestic Partner" means domestic partner as defined in the New York Administrative Code Section 1-112(21).

2. Effective November 26, 1999, employees serving permanently in a competitive, non-competitive, or labor class title in an agency covered by the Citywide Agreement and the Personnel Rules and Regulations of the City of New York ("covered position") who are appointed to another covered position in the competitive, non-competitive, or labor class that requires serving a new probationary period, shall have the right to return to their former agency and title if they do not

## APPENDIX F

satisfactorily complete the new probationary period. Employees serving permanently in a competitive, non-competitive, or labor class title in the NYC Health + Hospitals that is covered by the Citywide Agreement ("H+H covered position") who are appointed to another H+H covered position in the competitive, non-competitive, or labor class that requires serving a new probationary period, shall have the right to return to their former H+H title if they do not satisfactorily complete the new probationary period.

3. Effective November 26, 1999, when competitive class promotional titles are consolidated with lower titles as assignment levels, any permanent competitive class employees who are serving as step-up provisionals in the affected promotional titles shall have up to twenty-four (24) months of prior provisional service credit towards the "salary lock-in" provisions set forth in the Alternative Career and Salary Pay Plan. Notwithstanding such credited service, such employees must serve at least 12 months in the higher assignment level to gain full salary lock-in rights

The provisions of this letter shall be deemed part of the 2001-2021 Citywide Agreement as if fully set forth therein. Except as is otherwise provided herein, the contents of this letter shall be effective the date of execution of the 2001-2021 Citywide Agreement and shall be coterminous therewith.

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

Very truly yours,

  
\_\_\_\_\_  
RENEE CAMPION

AGREED AND ACCEPTED  
ON BEHALF OF DISTRICT COUNCIL 37

BY:

  
\_\_\_\_\_  
ROSE LOVAGLIO-MILLER

## APPENDIX G

### DISCIPLINARY PROCEDURE FOR PROVISIONAL EMPLOYEES

#### 1. Purpose

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

#### 2. Eligibility Criteria

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

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

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

### 3. Exceptions

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

### 4. Procedure

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

**STEP A** Following the service of written charges, a conference with such employee shall be held with respect to such charges by the person designated by the agency head to review a grievance at STEP I of the Grievance Procedure set forth in Article XV of this Agreement.<sup>1</sup> The employee may be represented at such conference by a representative of the Union. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference.

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

**STEP B(ii)** An appeal from the determination of STEP A above shall be made to the agency head or designated representative. The appeal must be made in writing within five (5) work days of the receipt of the determination. The agency head or designated representative shall meet with the employee

---

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

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

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

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

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

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

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

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

6. Expiration Date

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

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

FOR THE CITY OF NEW YORK

FOR DISTRICT COUNCIL 37,  
AFSCME, AFL-CIO

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

BY: *Lillian Roberts*  
LILLIAN ROBERTS  
Executive Director

APPROVED AS TO FORM:

8/30/11

BY:

*Paul T. Rephen*

PAUL T. REPHEN  
Acting Corporation Counsel

**Attachment A**  
**School Based Employees**

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

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

August 10, 2011

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

Re: Pending Provisional Employee Disciplinary Cases

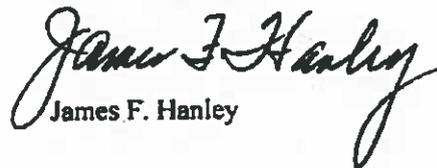
Dear Ms. Seinfeld:

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

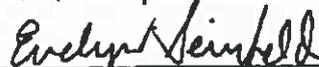
In addition to the limitation set forth in Section 5. of the "Disciplinary Process for Provisional Employees", in determining a "back pay" award, if any, the arbitrator shall exclude the period of time from the date of the Long Beach decision through January 28, 2008. An arbitrator may award "back pay"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

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

Very truly yours,

  
James F. Hanley

Agreed and Accepted on Behalf of District Council 37

BY:   
Evelyn Seinfeld

## **DISCIPLINARY PROCEDURE FOR PROVISIONAL EMPLOYEES - UPDATED**

### **1. Purpose**

New York State Civil Service Law, Article 4, Title B, §65 governs provisional appointments. The purpose of this agreement is to continue the disciplinary procedure for certain provisional employees in accordance with Section 65(5)(g) of the Civil Service Law, as amended by Chapter 467 of the Laws of 2016, so that such procedure will continue to apply during the timely submission, approval and implementation of a revised plan to reduce provisional appointments in accordance with Section 65(5)(c-3) of the Civil Service Law.

### **2. Eligibility Criteria**

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

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

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

3. **Exceptions**

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

4. **Procedure**

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

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

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

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

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

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

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

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

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

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

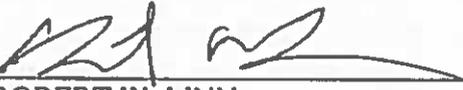
6. Expiration Date

This Disciplinary Procedure shall be deemed to have been in force and effect on and after the expiration date of the original Disciplinary Procedure for Provisional Employees, as approved on August 30, 2011, and shall expire on the earlier of the following:

- a. the expiration, final disapproval or termination of a revised plan to reduce provisional appointments submitted to the New York State Civil Service Commission in accordance with Section 65(5)(c-3) of the Civil Service Law; or
- b. November 1, 2018.

FOR THE CITY OF NEW YORK

FOR DISTRICT COUNCIL 37,  
AFSCME, AFL-CIO

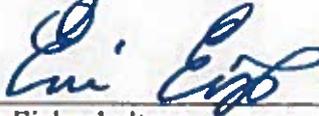
BY:   
ROBERT W. LINN  
Commissioner of Labor Relations

BY:   
HENRY GARRIDO  
Executive Director

Date: 4/26/18

Date: 4/26/18

APPROVED AS TO FORM:

BY:   
Eric Eichenholtz  
Acting Corporation Counsel

Date: 4/27/2018

220164

Attachment A

School Based Employees

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

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



# OFFICE OF LABOR RELATIONS

40 Rector Street, New York, N.Y. 10006-1705  
nyc.gov/olr

ROBERT W. LINN  
*Commissioner*  
RENEE CAMPION  
*First Deputy Commissioner*  
CLAIRE LEVITT  
*Deputy Commissioner*  
*Health Care Cost Management*

MAYRA E. BELL  
*General Counsel*  
GEORGETTE GESTELY  
*Director, Employee Benefits Program*

## Attachment B

April 26, 2018

David Paskin  
Director of Research and Negotiations  
District Council 37  
125 Barclay Street  
New York, New York 10007

Re: Provisional Due Process Eligibility

Dear Mr. Paskin:

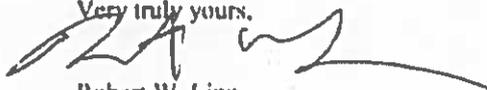
This letter serves to convey the City of New York's position regarding due process procedures for provisional employees outlined in the agreement dated April 26, 2018, entered into between the City of New York and District Council 37 and supersedes the Agreement dated August 30, 2011, entered into after the Union's withdrawal of the Improper Practice Petition docketed as BCB-2899-10.

The Office of Labor Relations (OLR) shall apply the terms of the attached "Disciplinary Procedure for Provisional Employees" and side letter agreement between the City and DC 37 to other unions covered by the Career and Salary Plan. However, this "Disciplinary Procedure for Provisional Employees" and side letter agreement shall not expand rights previously embodied in Article XVI of the January 1, 1995 through June 30, 2001 Citywide Agreement, as amended, nor shall it confer any rights or benefits that provisional employees did not enjoy under the Citywide Agreement, or under an applicable unit agreement, before the decision in *CSEA v. Long Beach*.

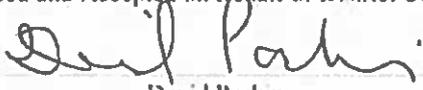
The "Disciplinary Procedure for Provisional Employees" and side letter agreement specifically exclude the New York City Health and Hospitals Corporation ("HHC") even though HHC is a signatory to the Citywide Agreement.<sup>1</sup>

The Parties shall append the "Disciplinary Procedure for Provisional Employees" and attachments B and C to the Citywide Agreement and to the unit agreements provided such unit agreements previously extended such coverage to provisional employees.

If the above terms are acceptable to DC 37, please execute the signature line provided below.

Very truly yours,  
  
Robert W. Linn

Agreed and Accepted on Behalf of District Council 37

BY:   
David Paskin

<sup>1</sup> By letter agreement dated September 18, 2015, New York City HHC (formerly known as HIR) entered into a provisional due process agreement with District Council 37



# OFFICE OF LABOR RELATIONS

40 Rector Street, New York, N.Y. 10006-1705  
nyc.gov/olr

ROBERT W. LINN  
*Commissioner*  
RENEE CAMPION  
*First Deputy Commissioner*  
CLAIRE LEVITT  
*Deputy Commissioner*  
*Health Care Cost Management*

MAYRA E. BELL  
*General Counsel*  
GEORGETTE GESTELY  
*Director, Employee Benefits Program*

## Attachment C

April 26, 2018

David Paskin  
Director of Research and Negotiations  
District Council 37  
125 Barclay Street  
New York, New York 10007

Re: Pending Provisional Employee Disciplinary Cases

Dear Mr. Paskin:

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

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

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

Very truly yours,

Robert W. Linn

Agreed and Accepted on Behalf of District Council 37

BY:   
David Paskin

## APPENDIX H

### List of unions who received a waiver from the 7/1/04 new hire benefit reductions:

Organization of Staff Analysts (OSA)<sup>1</sup>

Automotive Service Workers (SEIU, Local 246)<sup>3</sup>

NYC Deputy Sheriffs Association<sup>7,8,10</sup>

Doctors Council – full time employees<sup>4,9</sup>

Fire Alarm Dispatchers<sup>3,8</sup>

New York State Nursing Association (NYSNA)<sup>2,6</sup>

1199SEIU United Healthcare Workers East

Licensed Practical Nurses

Microbiologists

Pharmacist and Dieticians

Teamsters Local 237

Institutional Titles

Public Information and Health

Special Officers (not LL56)

Special Officers and Taxi & Limousine Inspectors (LL56)<sup>8</sup>

School Safety Agents

Marine Titles, International Organization of Masters, Mates and Pilots, Atlantic Maritime Group<sup>5</sup>

Licensed Ferry Boat Titles, Marine Engineers' Beneficial Association<sup>5</sup>

Emergency Medical Services<sup>4,8</sup>

EMS Superior Officers Association<sup>7,8,11</sup>

<sup>1</sup> Annual leave accrual rate different than Citywide Article V, Section 1.b. Refer to the Unit Agreement for existing waiver prior to July 1, 2004, for annual leave accruals effective July 1, 2004, for new hires. All other Citywide Modifications apply to this unit.

<sup>2</sup> Refer to the Unit Agreement. Existing waiver prior to July 1, 2004, annual leave new hire modification effective July 1, 2006, different than Citywide Article V, Section 1.b.

<sup>3</sup> Actual Lincoln's Birthday is a paid holiday. These units do not receive 12 holidays and the floating holiday.

<sup>4</sup> Retained the floating holiday.

<sup>5</sup> Floating holiday is not applicable and is an unpaid day.

<sup>6</sup> Floating holiday is not applicable. Personal leave day in lieu of floating holiday effective July 1, 2006.

<sup>7</sup> Eliminated floating holiday for all employees.

<sup>8</sup> No longer covered by the Citywide. Administrative Code Change. Refer to Unit Agreement.

<sup>9</sup> Actual Lincoln's Birthday is a paid holiday for part time employees provided they work a minimum of 1044 hours per year. Do not receive 12 holidays plus a floating holiday.

<sup>10</sup> New hire annual leave schedule different than Citywide prior to Administrative Code change no longer covered by Citywide. Refer to Unit Agreement.

<sup>11</sup> Annual leave schedule for all employees different than Citywide prior to removal from Citywide. Refer to unit agreement