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THE CITY OF NEW YORK

OFFICE OF LABOR RELATIONS

40 Rector Street, New York, NY 10006-1705

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

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES

FROM: JAMES F. HANLEY, COMMISSIONER James F. Hanley

SUBJECT: EXECUTED CONTRACT: TRAFFIC ENFORCEMENT AGENTS, ET AL

TERM: JULY 1, 2002 TO JUNE 30, 2005

Attached for your information and guidance is a copy of the executed contract entered into by the Commissioner of Labor Relations on behalf of the City of New York and the Communication Workers of America, Locals 1181 and 1182 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: JUL 20 2004

OFFICE OF LABOR RELATIONS
REGISTRATION
OFFICIAL CONTRACT

NO: 05001

DATE: JUL 20 2004

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July 1, 2002 to June 30, 2005

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AGREEMENT entered into this 20th day of July, 2004 by and between the **City of New York** and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf (hereinafter referred to jointly as the "Employer"), and Local 1181 and Local 1182, **Communications Workers of America, AFL-CIO**, (hereinafter referred to jointly as the "Union"), for the thirty-six (36) month period from July 1, 2002 to June 30, 2005.

WITNESSETH:

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

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

UNIT "A" (Local 1181)

Title	Code #
Associate Sanitation Enforcement Agent	05219,71682
Associate Traffic Enforcement Agent	71652
Senior Parking Enforcement Agent*	71622

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UNIT "B" (Local 1182)

Title	Code #
Parking Enforcement Agent*	71612
Sanitation Enforcement Agent	05218, 71681
Traffic Enforcement Agent**	71651

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* for present incumbents only
** except Levels III and IV

Section 2.

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

ARTICLE II - DUES CHECKOFF

Section 1.

a. The Union shall have the exclusive right to the checkoff and transmittal of dues in behalf of each employee in accordance with the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "Regulations Relating to the Checkoff of Union Dues" and in accordance with the Mayor's Executive Order No. 99, dated May 15, 1969 entitled "Regulations Governing Procedures for Orderly Payroll Check-Off of Union Dues," or other applicable Mayoral Executive Order.

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

Section 2.

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

ARTICLE III - SALARIES

Section 1.

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

(b) Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, advancement or level increases, general increases, education differentials and any other salary adjustments, are based upon a normal work week of 40 hours. In accordance with Article IX, Section 24 of the 1995–2001 Citywide Agreement, an Employee who works on a full-time, per-diem basis shall receive their base salary (including salary increment schedules) and/or additions-to-gross payment in the same manner as a full-time, per-annum employee. An Employee who works on a part-time per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such Employee and the number of hours in the said normal work week, unless otherwise specified.

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

Per diem rate	-	1/261 of the appropriate minimum basic salary.
Hourly Rate	-	40 hour week basis - 1/2088 of the appropriate minimum basic salary.

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

Section 2.

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

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a. Effective July 1, 2002

TITLE	i. Minimum (1)Hiring Rate **	(2)Incumbent Rate	ii. Maximum Rate
Associate Sanitation Enforcement Agent			
Level I	$32,143	$34,446	$37,784
Level II	$36,508	$39,123	$44,532
Level III	$43,055	$46,138	$54,376
Associate Traffic Enforcement Agent			
Level I	$32,143	$34,446	$37,784
Level II	$36,508	$39,123	$44,532
Level III	$43,055	$46,138	$54,376
Senior Parking Enforcement Agent *	$32,143	$34,446	$37,784
Parking Enforcement Agent *	$24,970	$26,760	$28,957
Sanitation Enforcement Agent	$24,970	$26,760	$28,957
Traffic Enforcement Agent			
Level I	$24,970	$26,760	$28,957
Level II	$26,911	$28,839	$30,391

b. Effective July 1, 2003

TITLE	i. Minimum (1)Hiring Rate **	(2) Incumbent Rate	ii. Maximum Rate
Associate Sanitation Enforcement Agent			
Level I	$33,107	$35,479	$38,918
Level II	$37,603	$40,297	$45,868
Level III	$44,347	$47,522	$56,007
Associate Traffic Enforcement Agent			
Level I	$33,107	$35,479	$38,918
Level II	$37,603	$40,297	$45,868
Level III	$44,347	$47,522	$56,007
Senior Parking Enforcement Agent *	$33,107	$35,479	$38,918
Parking Enforcement Agent *	$25,719	$27,563	$29,826
Sanitation Enforcement Agent	$25,719	$27,563	$29,826
Traffic Enforcement Agent			
Level I	$25,719	$27,563	$29,826
Level II	$27,718	$29,704	$31,303

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c. Effective July 1, 2004

TITLE	(1)Hiring Rate **	i. Minimum (2) Incumbent Rate	ii. Maximum Rate
Associate Sanitation Enforcement Agent			
Level I	$31,469	$36,189	$39,696
Level II	$35,742	$41,103	$46,785
Level III	$42,150	$48,472	$57,127
Associate Traffic Enforcement Agent			
Level I	$31,469	$36,189	$39,696
Level II	$35,742	$41,103	$46,785
Level III	$42,150	$48,472	$57,127
Senior Parking Enforcement Agent *	$31,469	$36,189	$39,696
Parking Enforcement Agent *	$24,447	$28,114	$30,423
Sanitation Enforcement Agent	$24,447	$28,114	$30,423
Traffic Enforcement Agent			
Level I	$24,447	$28,114	$30,423
Level II	$26,346	$30,298	$31,929

NOTE:
* For Present Incumbents Only
** See Article III, section 4 "New Hires"

Section 3. Wage Increases

A. Lump Sum Cash Payment

i. Effective upon ratification, a lump sum cash payment in the amount of $1,000 shall be paid in accordance with the established eligibility guidelines contained in attached Letter of Agreement.

ii. Part-time per annum, part-time per diem (including seasonal appointees), per session and hourly paid Employees whose normal work year is less than a full calendar year shall receive a pro-rata portion of the lump sum cash payment set forth in Section 3. A. i. on the basis of computations heretofore utilized by the parties for all such Employees.

iii. The lump sum cash payment provided in Section 3. A. shall be pensionable, consistent with applicable law, and shall be paid as soon as practicable upon ratification.

iv. The lump sum cash payments provided for in this Section shall not become part of the Employee's basic salary rate nor be added to the Employee's basic salary for the calculation of any salary based benefits including the calculation of future collective bargaining increases.

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B. General Wage Increase

a. The general increases, effective as indicated, shall be:

i. Effective July 1, 2003, Employees shall receive a general increase of 3 percent.

ii. Effective July 1, 2004, Employees shall receive an additional general increase of 2 percent.

iii. Part-time per annum, part-time per diem (including seasonal appointees), per session, and hourly paid Employees whose normal work year is less than a full calendar year shall receive the increases provided in subsections 3 B. a. i. and 3 B. a. ii., on the basis of computations heretofore utilized by the parties for all such Employees.

b. The increases provided for in Section 3 B. above shall be calculated as follows:

i. The general increase in Section 3 B. a. i. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on June 30, 2003.

ii. The general increase in Section 3 B. a. ii. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on June 30, 2004.

c. i. The general increases provided for in this Section 3 shall be applied to the base rates, incremental salary levels and the minimum "hiring rates," minimum "incumbent rates" and maximum rates (including levels), if any, fixed for the applicable titles.

ii. The general increases provided for in this Section 3 B. a. i. and 3. B. a. ii, shall be applied to the following "additions to gross": uniform allowance (Unit "B"/Local 1182) and longevity differential (Unit "A"/Local 1181).

Section 4. New Hires

a. For the purposes of Sections 4(c) and 4(d), employees 1) who were in active pay status before July 1, 2002, and 2) who are affected by the following personnel actions after said date shall not be treated as "newly hired" employees and shall be entitled to receive the indicated minimum "incumbent rate" set forth in subsections 2(a)(i)(2), 2(b)(i)(2) and 2(c)(i)(2) of this Article III:

i. Employees who return to active status from an approved leave of absence.

ii. Employees in active status (whether full or part time) appointed to permanent status from a civil service list, or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.

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iii. Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or who were subject to involuntary redeployment.

iv. Provisional employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.

v. Permanent employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.

vi. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.

vii. A provisional employee who is appointed directly from one provisional appointment to another.

viii. For employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor Relations is empowered to issue, on a case-by-case basis, interpretations concerning application of this Section 4. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in Article VI of this Agreement.

b. Any newly hired employee hired prior to July 1, 2002 and appointed at a reduced hiring rate pursuant to Section 4 of the 2000-2002 *Traffic Enforcement Agents, et al.* Agreement, shall be paid the applicable minimum "hiring rate" set forth in subsection 2(a)(i)(1). On the one year anniversary of the employee's original date of appointment, such employee shall be paid the indicated minimum "incumbent rate" for the applicable title that is in effect on such one year anniversary as set forth in subsection 2(a)(i)(2) and 2 (b) (i) (2) of this Article III.

c. The appointment rate for any employee newly hired between July 1, 2002 and June 30, 2004, shall be the applicable minimum "hiring rate" set forth in subsections 2(a)(i)(1) and 2(b)(i)(1) of this Article III. Upon completion of one year of service, such employee shall be paid the indicated minimum "incumbent rate" for the applicable title that is in effect on the one year anniversary of the employee's original date of appointment as set forth in subsections 2(a)(i)(2), 2(b)(i)(2) and 2(c)(i)(2) of this Article III.

d. i. For a title subject to an incremental pay plan, the employee shall be paid the appropriate increment based upon the employee's length of service. Section 2 of this Article III reflects the correct amounts and has been adjusted in accordance with the provisions of Section 3(c)(i) of this Article III.

ii. Employees who change titles or levels before attaining one year of service, will be treated in the new title or level as if they had been originally appointed to said title or level on their original hiring date.

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e. The following provisions shall apply to Employees newly hired on or after July 1, 2004:

i. During the first two (2) years of service, the "appointment rate" for a newly hired employee shall be fifteen percent (15%) less than the applicable "incumbent minimum" for said title that is in effect on the date of such appointment as set forth in this *Agreement*. The general increases provided for in subsections 3B(a)(i) and 3B(a)(ii) shall be applied to the "appointment rate."

ii. Upon completion of two (2) years of service such employees shall be paid the indicated "incumbent minimum" for the applicable title that is in effect on the two (2) year anniversary of their original date of appointment as set forth in this Agreement

f. For the purposes of Sections 4(e) and 4(g), employees 1) who were in active pay status before July 1, 2004, and 2) who are affected by the following personnel actions after said date shall not be treated as "newly hired" employees and shall be entitled to receive the indicated minimum "incumbent rate" set forth in subsections 2(a)(i)(2), 2(b)(i)(2) and 2(c)(i)(2) of this Article III:

i. Employees who return to active status from an approved leave of absence.

ii. Employees in active status (whether full or part time) appointed to permanent status from a civil service list, or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.

iii. Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or who were subject to involuntary redeployment.

iv. Provisional employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.

v. Permanent employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.

vi. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.

vii. A provisional employee who is appointed directly from one provisional appointment to another.

viii. For employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor Relations is empowered to issue, on a case-by-case basis, interpretations

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concerning application of this Section 4. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in Article VI of this Agreement.

g. i. For a title subject to an incremental pay plan, the employee shall be paid the appropriate increment based upon the employee's length of service. Section 2 of this Article III reflects the correct amounts and has been adjusted in accordance with the provisions of Section 3(c)(i) of this Article III.

ii. Employees who change titles or levels before attaining two years of service, will be treated in the new title or level as if they had been originally appointed to said title or level on their original hiring date.

h. The First Deputy Commissioner of Labor Relations may, after notification to the affected union(s), exempt certain hard to recruit titles from the provisions of subsection 4 (c) and 4 (e).

Section 5.

Each general increase provided herein, effective as of each indicated date, shall be applied to the rate in effect on the date as specified in Section 3 of this Article. In the case of a promotion or other advancement to the indicated title on the effective date of the general increase specified in Section 3 of this Article, such general increase shall not be applied, but the general increase, if any, provided to be effective as of such date for the title formerly occupied shall be applied.

Section 6.

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

Section 7.

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

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	ADVANCEMENT INCREASE		
TITLE	**7/1/02**	**7/1/03**	**7/1/04**
Assoc. Sanitation Enforcement Agent Level II	$569	$569	$569
Assoc. Traffic Enforcement Agent Level II	$569	$569	$569

Section 8.

An Employee when assigned to a higher level position within a class of positions listed in this subsection shall receive for the period of such higher level assignment either the minimum basic salary of the assigned level or the rate received in the former assignment level plus the level increase specified below, whichever is greater. Assignments to a higher level shall not be considered a promotion.

		LEVEL INCREASE		
TITLE		**7/1/02**	**7/1/03**	**7/1/04**
Associate Sanitation Enforcement Agent	Level II	$770	$770	$770
Associate Traffic Enforcement Agent	Level II	$770	$770	$770
Associate Traffic Enforcement Agent	Level III	$905	$905	$905
Traffic Enforcement Agent	Level II	$905	$905	$905

Section 9.

a. Effective as indicated a uniform allowance in the pro rata annual sum indicated below shall be paid to each covered employee required to wear a uniform.

As specified in Unit "B" (Local 1182):

Effective 7/1/02	**Effective 7/1/03**	**Effective 7/1/04**
$552	$569	$580

As specified in Unit "A" (Local 1181):

Effective 7/1/02	**Effective 7/1/03**	**Effective 7/1/04**
$552	$552	$552

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Section 10.

Effective as indicated, an Associate Traffic Enforcement Agents Level I when detailed in writing to act in the capacity of a Staff Lieutenant of a Traffic Control Division District Office shall receive an assignment differential in the pro-rata annual amount listed below for the duration of such assignment.

Effective 7/1/02	Effective 7/1/03	Effective 7/1/04
$1,123	$1,123	$1,123

Section 11. Longevity Increment

a. Employees with 15 years or more of "City" service in pay status who are not in a title already eligible for a longevity differential or service increment established by the Salary Review or Equity Panel shall receive a longevity increment of $500 per annum.

b. The rules for eligibility for the longevity increment described in subsection a. are set forth in Appendix A to this Agreement and are incorporated by reference herein.

Section 12. Longevity Differential

A. Employees shall receive longevity differential payments for years of service in titles specified in Unit "B" (Local 1182) in the following amounts:

	Effective 7/1/02	Effective 7/1/03	Effective 7/1/04
After 5 Years	$300	$300	$300
After 6 Years	$729	$729	$729
After 7 Years	$1,347	$1,347	$1,347
After 9 Years	$1,776	$1,776	$1,776
After 10 Years	$2,126	$2,126	$2,126

B. Employees shall receive longevity differential payments for years of service in titles specified in Unit "A" (Local 1181) in the following amounts:

	Effective 7/1/02	Effective 7/1/03	Effective 7/1/04
After 5 Years	$300	$300	$300
After 6 Years	$729	$729	$729

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After 9 Years	$1,158	$1,158	$1,158
After 10 Years	$1,508	$1,533	$1,551

ARTICLE IV - WELFARE FUND

Section 1.

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

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

Section 2.

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

Section 3.

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

ARTICLE V - PRODUCTIVITY AND PERFORMANCE

Introduction

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

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Section 1. Performance Levels

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

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

Section 2. Supervisory Responsibility

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

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

(c) Each new Employee hired after the execution of this agreement will be given a copy of the Department's Rules and Regulations, Code of Conduct and Civilian Handbook.

Section 3. Performance Compensation

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

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

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ARTICLE VI - GRIEVANCE PROCEDURE

Section 1. Definition:

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

a. A dispute concerning the application or interpretation of the terms of this Agreement;

b. A claimed violation, misinterpretation or misapplication of the rules or regulations, ***written*** policy or orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving the Personnel Rules and Regulations of the City of New York or the Rules and Regulations of the Health and Hospitals Corporation with respect to those matters set forth in the first paragraph of Section 7390.1 of the Unconsolidated Laws shall not be subject to the grievance procedure or arbitration;

c. A claimed assignment of employees to duties substantially different from those stated in their job specifications;

d. A claimed improper holding of an open-competitive rather than a promotional examination;

e. A claimed wrongful disciplinary action taken against a permanent employee covered by Section 75(1) of the Civil Service Law or a permanent competitive employee covered by the Rules and Regulations of the Health and Hospitals Corporation upon whom the agency head has served written charges of incompetence or misconduct while the employee is serving in the employee's permanent title or which affects the employee's permanent status.

f. Failure to serve written charges as required by Section 75 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation upon a permanent Employee covered by Section 75(1) of the Civil Service Law or a permanent Employee covered by the Rules and Regulations of the Health and Hospitals Corporation where any of the penalties (including a fine) set forth in Section 75(3) of the Civil Service Law have been imposed.

g. A claimed wrongful disciplinary action taken against a provisional employee who has served for two years in the same or similar title or related occupational group in the same agency.

Section 2.

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

Employees may at any time informally discuss with their supervisors a matter which may

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become a grievance. If the results of such a discussion are unsatisfactory, the employees may present the grievance at **Step I**.

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

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

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

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

STEP IV. - An appeal from an unsatisfactory determination at **STEP III** may be brought solely by the Union to the Office of Collective Bargaining for impartial arbitration within fifteen (15) work days of receipt of the **STEP III** determination. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter

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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.

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

Section 3.

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

Section 4.

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

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

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Section 5.

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

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

If the Employee is satisfied with the determination in **STEP A** above, the Employee may choose to accept such determination as an alternative to and in lieu of a determination made pursuant to the procedures provided for in Section 75 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation. As a condition of accepting such determination, the Employee shall sign a waiver of the Employee's right to the procedures available to him or her under Section 75 and 76 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation.

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

STEP B(ii). - If the election is made to proceed pursuant to the Grievance Procedure, an appeal from the determination of **STEP A** above, shall be made to the agency head or designated representative. The appeal must be made in writing within five (5) work days of the receipt of the determination. The agency head or designated representative shall meet with the Employee and the Union for review of the grievance and shall issue a determination to the employee and the Union by the end of the tenth work day following the day on which the appeal was filed. The agency head or designated representative shall have the power to impose the discipline, if any,

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decided upon, up to and including termination of the accused Employee's employment. In the event of such termination or suspension without pay totalling more than thirty (30) days, the Union with the consent of the grievant may elect to skip **Step C** of this Section and proceed directly to **Step D**.

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

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

Section 6.

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

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

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

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

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

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

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

Section 7.

A grievance concerning a large number of Employees and which concerns a claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this Agreement may be filed directly at **Step III** of the grievance procedure except that a grievance concerning employees of the Health and Hospitals Corporation may be filed directly at **Step II** of the grievance procedure. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance.

Section 8.

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

Section 9.

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

Section 10.

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

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Section 11.

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 12.

A non-Mayoral agency not covered by this Agreement but which employs Employees in titles identical to those covered by this Agreement may elect to permit the Union to appeal an unsatisfactory determination received at the last step of its Grievance Procedure prior to arbitration on fiscal matters only to the Commissioner of Labor Relations. If such election is made, the Union shall present its appeal to the Commissioner of Labor Relations in writing within ten (10) work days of the receipt of the last step determination. The Union should submit copies of the grievance filings at the prior steps of its Grievance Procedure and any agency responses thereto. Copies of such appeals shall be sent to the agency head. The Commissioner of Labor Relations, or the Commissioner's designee, shall review all such appeals and answer all such appeals within fifteen (15) work days. An appeal from a determination of the Commissioner of Labor Relations may be taken to arbitration under procedures, if any, applicable to the non-Mayoral agency involved.

Section 13.

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

Section 14. Expedited Arbitration Procedure

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

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

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

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i. SELECTION AND SCHEDULING OF CASES:

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

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

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

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

ii. CONDUCT OF HEARINGS:

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

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

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

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

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

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

ARTICLE VII - BULLETIN BOARDS: EMPLOYER FACILITIES

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

ARTICLE VIII - NO STRIKES

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

ARTICLE IX - CITYWIDE ISSUES

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

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

ARTICLE X - UNION ACTIVITY

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

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Its Employees and on Union Activity" or any other applicable Executive Order.

ARTICLE XI - LABOR-MANAGEMENT COMMITTEE

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

ARTICLE XII - 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.

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ARTICLE XIII - APPENDICES

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

ARTICLE XIV - SAVINGS CLAUSE

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

ARTICLE XV - CONTRACTING-OUT CLAUSE

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

ARTICLE XVI - EDUCATION

Section 1.

a) The Employer shall make a reasonable effort to assign steady tours to Agents and Supervisors who register for classes related to their job functions. Approval for these classes and proof of attendance may be reviewed in order to maintain this tour.

b) This provision will not be the subject of a grievance or arbitration under Article VI of this Agreement.

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WHEREFORE, we have hereunto set our hands and seals this 20th day of July 2004,

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

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

FOR THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO ON BEHALF OF ITSELF AND ITS AFFILIATED LOCALS 1181 and 1182:

BY: Joseph Disso
JOSEPH DIESSO
Director
Civil Service Division

APPROVED AS TO FORM:

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

DATE SUBMITTED TO THE FINANCIAL CONTROL BOARD: _____, 2004

UNIT: Traffic Enforcement Agents et al.

TERM: July 1, 2002 – June 30, 2005

OFFICE OF LABOR RELATIONS
REGISTRATION
OFFICIAL CONTRACT

NO: 05001

DATE: JUL 20 2004

Appendix A

Longevity Increment Eligibility Rules

The following rules shall govern the eligibility of employees for the longevity increments provided for in Article III, Section 11 of the 2002 –2005 Traffic Enforcement Agents et al. Agreement:

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

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

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

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

b. Time prior to a reinstatement.

c. Time on a preferred list pursuant to **Civil Service Law Sections 80 and 81** or any similar contractual provision.

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

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Notwithstanding the above, such time as specified in subsection a, b and c above shall not be used to calculate the 15 years of service.

4. Once an employee has completed the 15 years of "City" service in pay status and is eligible to receive the $500 longevity increment, the $500 shall go into the employee's base rate for all purposes except as provided in paragraph 5 below.

5. The $500 longevity increment shall not become pensionable until 15 months after the Employee becomes eligible to receive such payment. Fifteen months after the Employee begins to receive the $500 longevity increment, such $500 longevity increment shall become pensionable and as part of the Employee's base rate, the $500 longevity increment shall be subject to the general increases provided in Article III, Section 3(a) of this **Agreement**.

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

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

Joseph Diesso
Director, Civil Service Division
Communication Workers of America, AFL-CIO
80 Pine Street, 37th floor
New York, NY 10005

Dear Mr. Diesso:

This is to confirm our mutual understanding and agreement that effective June 30, 2002, Local 1182 of the Communication Workers of America, AFL-CIO shall be permitted part-time leave for one (1) day per week with pay and benefits pursuant to Executive Order No. 75.

The Union's collective bargaining settlement for the period from April 1, 2000–June 30, 2002 fully funded this additional day.

If you are in agreement with the above, please countersign below.

Very truly yours,

James F. Hanley
Commissioner

AGREED AND ACCEPTED

Joseph Disso
Communication Workers of America, AFL-CIO

05001

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

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

June 28, 2004

Joseph Diesso
Director, Civil Service Division
Communication Workers of America, AFL-CIO
80 Pine Street, 37th floor
New York, NY 10005

Re: 2002 – 2005 CWA Locals 1181 and 1182 Agreement

Dear Mr. Diesso:

This letter is to confirm certain mutual understandings and agreements regarding the above-captioned agreement.

The parties agree to establish a "Joint Labor Management Committee on Productivity Initiatives" ("*Committee*").

Composition of the Committee

The Committee shall comprise representatives designated by: the Deputy Mayor for Operations, the Law Department, the Office of Labor Relations, the Office of Management and Budget, the Office of Operations, and CWA Local 1181 and 1182.

Goals and Objectives

The Committee shall work to identify efficiencies in the administration and delivery of governmental services which shall in turn be utilized to provide additional compensation to employees. This agreement expresses the joint labor and management commitment to associate improved City service and performance with appropriate compensation for the workforce.

The goal of the Committee's work shall be to identify, review, recommend and develop initiatives

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that generate workplace savings, maximize the potential of the City workforce and ensure the provision of essential services while at the same time improving compensation for the City workforce. To that end, the parties will seek to identify quantifiable savings while at the same time maintaining or improving City services.

The Committee shall make all reasonable efforts to issue a report or reports on or about October 1, 2004 which propose initiatives representing meaningful, quantifiable, recurring savings to the City and which generate funding to be utilized to compensate employees. Upon completion and acceptance of all committee members of the report, an additional one percent (1%) increase shall be paid to employees covered by this agreement.

The parties agree to meet and negotiate the application of any additional savings above 1% generated by the programs developed by the Committee.

Areas for Consideration

The Committee's study may encompass such matters, including, but not limited to, work rule modifications, absence control, contracting in, workers compensation and other efficiencies.

1. Sick leave usage. The Committee will seek to design a program to examine baseline data as to sick leave usage as a benchmark for comparison. The goal will be to reduce employee sick leave usage on an ongoing basis as a productivity enhancement.

2. Contracting-in. The Committee shall identify areas wherein City services are now being outsourced with the goal of providing those services by City employees with a cost savings to the City.

3. Workers Compensation Cost Containment Task Force. The Committee shall create a special task force, requesting such assistance of cost containment experts as necessary, with the goal of developing reforms that emphasize effective treatments and speed the return to work; that explore the manner in which treatment services are provided; that set specific standards of evaluation and treatment; and that serve to root out fraudulent claims.

4. Such other areas as the Committee may mutually agree.

Resolution of Disputes

The initiatives and programs developed pursuant to this Committee must be unanimously agreed upon. In the event there is a dispute as to the amount of savings generated by an initiative or the implementation of a program, or the savings generated by a program are not paid pursuant to this agreement, it shall be submitted to arbitration upon written notice therefor by any of the parties to this Agreement to the party with whom such dispute or controversy exists. The matter submitted for arbitration shall be submitted to an arbitration panel consisting of the three impartial members of the Board of Collective Bargaining pursuant to Title 61 of the Rules of the City of New York. Any award in such arbitration proceeding shall be final and binding and shall be enforceable pursuant to

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Article 75 of the CPLR.

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

Very truly yours,

JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF
CWA Locals 1181 and 1182

BY: _____
Joseph Diesso

05001

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

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

June 28, 2004

Joseph Diesso
Director, Civil Service Division
Communication Workers of America, AFL-CIO
80 Pine Street, 37th floor
New York, NY 10005

Re: 2002–2005 CWA Locals 1181 and 1182 Agreement

Dear Mr. Diesso:

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

1. The First Deputy Commissioner of Labor Relations may, after notification to the affected union(s), exempt certain hard to recruit titles, as defined in relevant cases by DCAS and by HHC, from the provisions of Section 4 of the *2002-2005* CWA Locals 1181 and 1182 *Agreement.*

2. For the purposes of Section 4 of the *2002-2005* CWA Locals 1181 and 1182 *Agreement*, employees who were in active pay status prior to the date of execution of the *2002-2005* CWA Locals 1181 and 1182 Agreement who are affected by the following personnel actions after said date shall not be treated as "newly hired" employees and shall be entitled to receive the minimum incumbent salary set forth in Section 3 on the dates indicated therein.

a. Employees who return to active pay status from an approved leave of absence.
b. Employees in active pay status (whether full or part-time) appointed to permanent status from a civil service list or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.
c. Employees who were laid off or terminated for economic reasons who are appointed from

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a recall/preferred list or who were subject to involuntary redeployment.

d. Provisional employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.

e. Permanent employees who resign and are reinstated within one year of such resignation.

f. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.

g. A provisional employee who is appointed directly from one provisional appointment to another.

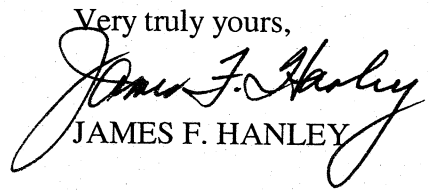
h. For circumstances that were not anticipated by the parties, the First Deputy Commissioner of Labor Relations may elect to issue, on a case-by-case basis, interpretations concerning the application of Section 4 of the ***2002-2005*** CWA Locals 1181 and 1182 ***Agreement***.

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

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

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

Very truly yours,



JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF
CWA, Locals 1181 and 1182, AFL-CIO

BY:
Joseph Diesso

05001

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

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

Lump Sum Cash Payment Guidelines

June 28, 2004

Joseph Diesso
Director, Civil Service Division
Communication Workers of America, AFL-CIO
80 Pine Street, 37th floor
New York, NY 10005

Re: 2002-2005 CWA Locals 1181 and 1182 Agreement

Dear Mr. Diesso:

This is to confirm the understanding and agreement of the parties concerning the guidelines for receipt of the lump sum cash payment provided in Section 3. A. of the *2002-2005* CWA Locals 1181 and 1182 *Agreement.*

A. Eligibility Guidelines

The following categories of Employees shall be eligible to receive a lump sum cash payment in the amount of $1,000, or a pro-rata portion thereof, in accordance with the further provisions of paragraph C, below.

i. Employees who are in active pay status between April 29, 2004 and the date of ratification of the *2002-2005 CWA Locals 1181 and 1182 Agreement.*

ii. Employees who worked the full period from July 1, 2002 through June 30, 2003 and who retired on or after June 30, 2003.

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iii. Employees who had at least one year of service and who had been in service during the period from July 1, 2002 through June 30, 2003 and who were laid-off/terminated for economic reasons.

iv. Employees on active Military Duty pursuant to "Operation Enduring Freedom."

v. Employees who are in pay status between April 29, 2004 and the date of ratification of the *2002-2005 CWA Locals 1181 and 1182 Agreement,* albeit on approved leave without pay, will receive the applicable lump sum payment upon their return to work.

Note: Employees who were terminated for cause or who resigned shall not be eligible for the lump sum cash payment.

B. Proration of Lump Sum Cash Payment

i. Full-time per annum and full-time per diem Employees shall receive a lump sum cash payment in the amount of $1,000.

ii. Part-time per annum, part-time per diem, per session, hourly paid and per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive a pro-rata portion of the lump sum cash payment on the basis of computations heretofore utilized by the parties for all such Employees.

C. The lump sum cash payments shall not become part of the Employee's basic salary rate nor be added to the Employee's basic salary for the calculation of any salary based benefits including the calculation of future collective bargaining increases.

D. The lump sum cash payment shall be pensionable, consistent with applicable law, and shall be paid as soon as practicable upon ratification of the *2002-2005 CWA Locals 1181 and 1182 Agreement.*

E. For circumstances that were not anticipated by the parties, the First Deputy Commissioner of Labor Relations may elect to issue, on a case-by-case basis, interpretations concerning the application of Section 3. A. of the *2002-2005 CWA Locals 1181 and 1182 Agreement.*

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

Very truly yours,

JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF
CWA, Locals 1181 and 1182, AFL-CIO

BY: _____
Joseph Diesso

05001

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

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

June 28, 2004

Joseph Diesso
Director, Civil Service Division
Communication Workers of America, AFL-CIO
80 Pine Street, 37th floor
New York, NY 10005

Re: 2002-2005 CWA Locals 1181 and 1182 Agreement

Dear Mr. Diesso:

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

a. Funding was not provided to permit the application of the general increases to the 15 year longevity increments provided in various separate unit agreements. Therefore the provisions of Section 3 B (a)(i) and 3 B (a) (ii) of the *2002-2005 CWA Locals 1181 and 1182 Agreement* shall *not* apply to such longevity increments.

b. Notwithstanding the above, once an employee has completed the 15 years of "City" service in pay status and is eligible to receive the $500 longevity increment, the $500 shall become part of the employee's base rate for all purposes except as provided in paragraph c. below.

c. The $500 longevity increment shall not become pensionable until fifteen months after the employee begins to receive such $500 increment. Fifteen months after the employee begins to receive the $500 longevity increment, such $500 longevity increment shall become pensionable and as part of the employee's base rate, the $500 longevity increment shall be subject to the general increases provided in Section 3 B(a) of this Agreement.

d. All other provisions of Appendix A shall remain in full force and effect.

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

Very truly yours,

JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF
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80 Pine Street, 37th floor
New York, NY 10005

Re: 2002-2005 CWA Locals 1181 and 1182 Agreement

Dear Mr. Diesso:

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

For those employees hired between July 15, 1996 through March 31, 2000, upon completion of four (4) years of active or qualified inactive service, an employee in active pay status appointed pursuant to the provisions set forth in Section 5(b) of the 1995 MCMEA shall receive a one-time lump sum payment calculated by taking the difference between the "hiring rate" received by the employee and the indicated minimum for the applicable title set forth in this *Agreement* that was in effect on the one year anniversary of the employee's original date of appointment to their title. Such one-time lump sum payment shall be equivalent to the difference between the annual salary rate the employee would have actually earned during the employee's second year of service had the higher salary rate been in effect and the annual salary rate they did earn.

"Qualified inactive service" is defined for the purposes of this agreement to include the following employees:

1. those who are on preferred or recall lists; or

2. those who are on an approved leave.

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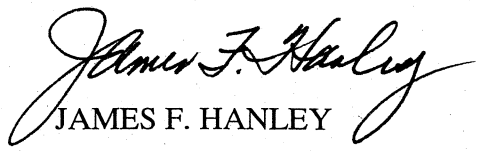
"Approved leave" is further defined to include:

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

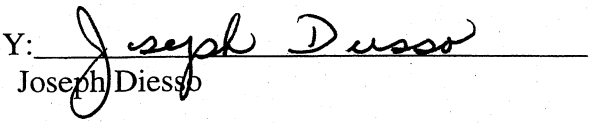
If the above accords with your understanding, please execute the signature line provided below.

Very truly yours,



JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF
CWA, Locals 1181 and 1182, AFL-CIO

BY: 
Joseph Diesso

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