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THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
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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: AUTOMOTIVE SERVICE WORKER
TERM: APRIL 1, 2002 TO AUGUST 13, 2005

Attached for your information and guidance is a copy of the executed contract entered into by the Commissioner of Labor Relations and the Health and Hospitals Corporation on behalf of the City of New York and Local 246, SEIU 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: NOV 01 2005

OFFICE OF LABOR RELATIONS REGISTRATION	
OFFICIAL	CONTRACT
NO: 06010	DATE: NOV 01 2005

Local 246, SEIU
2002-2005 Automotive Service Worker Collective Bargaining Agreement
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Local 246, SEIU
2002 - 2005 Automotive Service Worker Collective Bargaining Agreement

COLLECTIVE BARGAINING AGREEMENT entered into this ^{1st} day of ^{Nov} by and between the **City of New York** and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf and the **New York City Health and Hospitals Corporation** (hereinafter referred to jointly as the "**Employer**"), and **Local 246, Service Employees International Union, AFL-CIO** (hereinafter referred to as the "**Union**"), for the forty month and thirteen day period from **April 1, 2002 to August 13, 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 unit set forth below, consisting of employees of the **Employer**, wherever employed, whether full-time, part-time per annum, hourly or per diem, in the below listed title(s), and in any successor title(s) that may be certified by the **Board of Certification of the Office of Collective Bargaining** to be part of the unit herein for which the **Union** is the exclusive collective bargaining representative and in any positions in Restored Rule X titles of the Classified Service the duties of which are or shall be equated by the City Personnel Director and the Director of the Budget for salary purposes to any of the below listed title(s):

<u>Title Code</u>	<u>Title</u>
92501	Autobody Worker
92508	Automotive Service Worker
05205, 91237	Oil Burner Specialist
92509	Senior Automotive Service Worker
92587	Marine Maintenance Mechanic Level I
92587	Marine Maintenance Mechanic Level II

Section 2.

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

ARTICLE II - DUES CHECKOFF

Section 1.

- a. The **Union** shall have the exclusive right to the checkoff and transmittal of dues on behalf of each **employee** in accordance with the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "**Regulations Relating to the Checkoff of Union Dues**" and in accordance with the Mayor's Executive Order No. 107, dated December 29, 1989, entitled "**Procedures for Orderly Payroll Check-Off of Union Dues and Agency Shop Fees**" or any other applicable 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, 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 increases, general increases and any other salary adjustments, are based upon a normal work week of 40 hours, except for the titles Marine Maintenance Mechanic Level I and Level II, which are based upon a normal work week of 35 hours. 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 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.

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

Section 2.

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

a. EFFECTIVE 4/1/02

<u>TITLE</u>	i. Minimum <u>(1) Hiring Rate*</u>	Minimum <u>(2) Incumbent Rate</u>	ii. <u>Maximum</u>
Autobody Worker	\$35,804	\$38,370	\$43,843
Automotive Service Worker	\$25,808	\$27,656	\$28,464
Oil Burner Specialist	\$36,856	\$39,496	\$47,391
Senior Automotive Service Worker	\$30,222	\$32,388	\$36,494
Marine Maintenance Mechanic Level I	\$44,917	\$48,132	\$58,542
Marine Maintenance Mechanic Level II	\$49,773	\$53,337	\$65,046

* See Article III, Section 4 (New Hires)

b. EFFECTIVE 4/1/03

<u>TITLE</u>	i. Minimum <u>(1) Hiring Rate*</u>	Minimum <u>(2) Incumbent Rate</u>	ii. <u>Maximum</u>
Autobody Worker	\$36,878	\$39,521	\$45,158
Automotive Service Worker	\$26,582	\$28,486	\$29,318
Oil Burner Specialist	\$37,962	\$40,681	\$48,813
Senior Automotive Service Worker	\$31,129	\$33,360	\$37,589
Marine Maintenance Mechanic Level I	\$46,265	\$49,576	\$60,298
Marine Maintenance Mechanic Level II	\$51,266	\$54,937	\$66,997

* See Article III, Section 4 (New Hires)

c. EFFECTIVE 4/1/04

<u>TITLE</u>	i. Minimum <u>(1) Hiring Rate*</u>	Minimum <u>(2) Incumbent Rate</u>	ii. <u>Maximum</u>
Autobody Worker	\$37,523	\$40,213	\$45,948
Automotive Service Worker	\$27,047	\$28,985	\$29,831
Oil Burner Specialist	\$38,626	\$41,393	\$49,667
Senior Automotive Service Worker	\$31,674	\$33,944	\$38,247
Marine Maintenance Mechanic Level I	\$47,075	\$50,444	\$61,353
Marine Maintenance Mechanic Level II	\$52,163	\$55,898	\$68,169

* See Article III, Section 4 (New Hires)

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d. EFFECTIVE 5/1/05

<u>TITLE</u>	i. Minimum (1) <u>Hiring Rate*</u>	Minimum (2) <u>Incumbent Rate</u>	ii. <u>Maximum</u>
Autobody Worker	\$35,587	\$40,213	\$45,948
Automotive Service Worker	\$25,650	\$28,985	\$29,831
Oil Burner Specialist	\$36,631	\$41,393	\$49,667
Senior Automotive Service Worker	\$30,039	\$33,944	\$38,247
Marine Maintenance Mechanic Level I	\$44,641	\$50,444	\$61,353
Marine Maintenance Mechanic Level II	\$49,467	\$55,898	\$68,169

* See Article III, Section 4 (New Hires)

e. EFFECTIVE 5/1/05 (second year rate)

<u>TITLE</u>	i. Minimum (1) <u>Hiring Rate*</u>	Minimum (2) <u>Incumbent Rate</u>	ii. <u>Maximum</u>
Autobody Worker	\$36,557	\$40,213	\$45,948
Automotive Service Worker	\$26,350	\$28,985	\$29,831
Oil Burner Specialist	\$37,630	\$41,393	\$49,667
Senior Automotive Service Worker	\$30,858	\$33,944	\$38,247
Marine Maintenance Mechanic Level I	\$45,858	\$50,444	\$61,353
Marine Maintenance Mechanic Level II	\$50,816	\$55,898	\$68,169

* See Article III, Section 4 (New Hires)

Section 3. - Wage Increase:

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 April 1, 2003, employees shall receive a general increase of 3 percent.
 - (ii) Effective April 1, 2004, employees shall receive an additional general increase of 1.75 percent.
 - (iii) Part-time per annum, 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 the increases provided in Sections 3a(i) and 3a(ii) on the basis of computations heretofore utilized by the parties for all such Employees.
- b. The general increases provided for in Section 3(B) shall be calculated as follows:
- (i) The general increase in Section 3(B)(a)(i) shall be based upon the base rates (which shall include salary or incremental schedules) of applicable titles in effect on March 31, 2003; and
 - (ii) The general increase in Section 3(B)(a)(ii) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on March 31, 2004.
- c. The general increases provided for in this Section 3(B)(a)(i) and 3(B)(a)(ii) shall be applied to the base rates, the minimum and maximum rates (including levels), if any, fixed for the applicable titles.

Section 4. New Hires

- a. For the purposes of Sections 4(c) and 4(d), employees 1) who were in active pay status before April 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.
 - 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 employee hired prior to April 1, 2002 and appointed at a reduced hiring rate pursuant to Section 4 of the *2000-2002 Auto Service Worker, 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 subsections 2(a)(i)(2) and 2(b)(i)(2) of this Article III.

c. The appointment rate for any employee newly hired between April 1, 2002 and April 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(b)(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.

e. **The following provisions shall apply to Employees newly hired on or after May 1, 2005:**

- i. During the first year of service, the "appointment rate" for a newly hired employee shall be thirteen percent (13%) 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*.

- ii. Upon completion of one (1) year of service such employees shall be paid ten percent (10%) less than the applicable "incumbent minimum" for the applicable title that is in effect on the one (1) year anniversary of their original date of appointment as set forth in this *Agreement*.
 - iii. Upon completion of two (2) years of service, such employees shall be paid the applicable "incumbent minimum" for the applicable title that is in effect on the two (2) year anniversary of their original date of appointment.
- f. For the purposes of Section 4(e) and 4(g), employees 1) who were in active pay status before May 1, 2005, and 2) who are affected by the following personnel actions after said date shall not be treated as "newly hired" employees and shall be entitled to receive the indicated minimum "incumbent rate" set forth in subsections 2(a)(i)(2), 2(b)(i)(2) and 2(c)(i)(2) of this Article III:
- i. Employees who return to active status from an approved leave of absence.
 - ii. Employees in active status (whether full or part-time) appointed to permanent status from a civil service list, or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.
 - iii. Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or who were subject to involuntary redeployment.
 - iv. Provisional employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.
 - v. Permanent employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.
 - vi. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
 - vii. A provisional employee who is appointed directly from one provisional appointment to another.

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*.

- 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.
 - 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 subsections 4(c) and 4(e).

(Moved former section (c) of the 2000-2002 Auto Service Worker, et al. Agreement to attached side letter.)

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:

Advancement Increase

Effective: 4/1/02

Title

Senior Automotive Service Worker \$764

Section 8.

Employees with one year or more of service shall receive a service increment in the pro-rata amounts set below. Eligible employees shall begin to receive such pro-rata payments on their anniversary date. The pro-rata payments provided for in this section shall be deemed included in the base rate for all purposes.

Service Increment

Effective: 4/1/02

\$154

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Section 9. Annuity Fund

a.

Effective April 1, 2002, contributions on behalf of covered employees shall continue to be remitted by the Employer to a mutually agreed upon annuity fund subject to the terms of a signed supplemental agreement approved by the Corporation Counsel.

i. The employer shall pay into the fund on behalf of covered full-time per annum and full-time per diem employees, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each paid working day, which amount shall not exceed \$998.83 per annum for each employee in full pay status in the prescribed twelve (12) month period.

ii. For covered employees who work a compressed work week, the employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each set of paid working hours which equate to the daily number of hours that title is regularly scheduled to work, which amount shall not exceed \$998.83 per annum for each employee in full pay status in the prescribed twelve (12) month period.

iii. For covered employees who work less than the number of hours for their full-time equivalent title, the employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution calculated against the number of hours associated with their full-time equivalent title, which amount shall not exceed \$998.83 per annum for each employee in full pay status in the prescribed twelve (12) month period.

iv. For those covered employees who are appointed on a seasonal basis, the employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each paid working day, which amount shall not exceed \$998.83 per annum for each employee in full pay status in the prescribed twelve (12) month period.

b. Effective April 1, 2004, in addition to the amount indicated in Section (a) above, the employer shall make an additional contribution of \$75 per annum for a total amount not to exceed \$1,073.83 per annum for each employee in full pay status in the prescribed twelve (12) month period.

c. For the purpose of Sections 9(a) and (b) excluded from paid working days are all scheduled days off, all days in non-pay status, and all paid overtime. All days in non-pay status as used in this Section 9(c) shall be defined as including, but not limited to, the following:

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- i. time on preferred or recall lists;
- ii. time on the following approved unpaid leaves:
 - (1) maternity/child care leave;
 - (2) military leave;
 - (3) unpaid time while on jury duty;
 - (4) unpaid leave for union business pursuant to Executive Order 75;
 - (5) unpaid leave pending workers compensation determination;
 - (6) unpaid leave while on workers compensation option 2;
 - (7) approved unpaid time off due to illness or exhaustion of paid sick leave;
 - (8) approved unpaid time off due to family illness; and
 - (9) other pre-approved leaves without pay;
- iii. time while on absence without leave;
- iv. time while on unapproved leave without pay; or
- v. time while on unpaid suspensions.

ARTICLE IV - WELFARE FUND

Section 1.

- a. In accordance with the election by the **Union** pursuant to the provisions of Article XIII of the **1995-2001 Citywide Agreement** as amended between the City of New York and related public employers and District Council 37, A.F.S.C.M.E., AFL-CIO, or its successor(s), the Welfare Fund provisions of that **Citywide Agreement** as amended or any successor(s) thereto shall apply to **employees** covered by this **Agreement**.
- b. When an election is made by the **Union** pursuant to the provisions of Article XIII, Section 1(b), of the **1995-2001 Citywide Agreement** as amended between the City of New York and related public employers and District Council 37, A.F.S.C.M.E., AFL-CIO, or any successor(s) thereto, the provisions of Article XIII, Section 1(b) of the **Citywide Agreement** as amended or any successor(s) thereto, shall apply to **employees** covered by this **Agreement**, and when such election is made, the **Union** hereby waives its right to training, education and/or legal services contributions provided in this **Agreement**. In no case shall the single contribution provided in Article XIII, Section 1(b) of the **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 union agrees to provide welfare fund benefits to domestic partners of covered Employees in the same manner as those benefits are provided to spouses of married covered Employees.

Section 3

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

ARTICLE V - MANAGEMENT RIGHTS

It is the right of the Employer to determine the standards of service to be offered by the agency; determine the standards of selection for employment; direct its employees; determine, establish and revise standards of acceptable employee performance; take disciplinary action; relieve its employees from duty because of lack of work or for any other legitimate reasons; maintain the efficiency of its operations; determine the methods, means and personnel by which its operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

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 **Collective Bargaining 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 **Rules and Regulations of the New York City Civil Service Commission** 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 **employee** covered by the **Rules and Regulations of the Health and Hospitals Corporation** upon whom the agency head has served written charges of incompetency 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 competitive 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.

Section 2.

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

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

All grievances must be presented in writing at all steps in the grievance procedure. For all grievances as defined in Section 1c, no monetary award shall in any event cover any period prior to the date of the filing of the **Step I** grievance unless such grievance has been filed within thirty (30) days of the assignment to alleged out-of-title work. No monetary award for a grievance alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be issued unless such grievance has been filed within the time limitations 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 verbally or 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. The **employee** may also request an appointment to discuss the grievance. 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 reply in writing by the end of the third work day following the date of submission.

NOTE: *The following **STEP I(a)** shall be applicable only in the Health and Hospitals Corporation in the case of grievances arising under Section 1a through 1c and 1f of this Article and shall be applied prior to **Step II** of this Section:*

STEP I(a) - An appeal from an unsatisfactory determination at **Step I** shall be presented in writing to the person designated by the agency head for such purpose. The appeal must be made within five (5) work days of the receipt of the **Step I** determination. A copy of the grievance appeal shall be sent to the person who initially passed upon the grievance. The person designated to receive the appeal at

this Step shall meet with the **employee** and/or the **Union** for review of the grievance and shall issue a written reply to the **employee** and/or the **Union** by the end of the fifth work day following the day on which the appeal was filed.

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

STEP III - An appeal from an unsatisfactory determination at **STEP II** shall be presented by the **employee** and/or the **Union** to the **Commissioner of Labor Relations** in writing within ten (10) work days of the receipt of the **STEP II** determination. 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 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 determination or award of the arbitrator shall be final and binding in accord with applicable law and shall not add to, subtract from or modify any contract, rule, regulation, written policy or order mentioned in Section 1 of this Article.

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** 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.

In any case involving a grievance under Section 1e of this Article, 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 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 **Sections 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 **Sections 75 and 76 of the Civil Service Law** or the **Rules and Regulations of the Health and Hospitals Corporation** or any other administrative or judicial tribunal, except for the purpose of enforcing an arbitrator's award, if any. Notwithstanding such waiver, the period of an **employee's** suspension without pay pending hearing and determination of charges shall not exceed thirty (30) days.

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

STEP C - If the grievant is not satisfied with the determination of the agency head or designated representative the grievant or the **Union** may appeal to the Commissioner of Labor Relations in writing within ten (10) days of the determination of the agency head or designated representative. The **Commissioner of Labor Relations** shall issue a written reply to the grievant and the **Union** within ten (10) 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 5.

Any grievance of a general nature affecting a large number of **employees** and which concerns a 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 6.

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 7.

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 8.

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

Section 9.

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 10.

- a. Any grievance 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

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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 of such grievance to the **Commissioner of Labor Relations**, and the arbitrator shall send a copy of such request to the other party. The costs and fees of such arbitration shall be borne equally by the **Employer** and the **Union**.

Section 11.

A non-Mayoral agency not covered by this **Agreement** but which employs **employees** in titles identical to those certified by this contract may elect to permit the **Union** to appeal an unsatisfactory decision 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. 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 ten (10) 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 12.

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 13. Expedited Arbitration Procedure

- a. The parties agree that there is a need for an expedited arbitration process which would allow for the prompt adjudication of grievances as set forth below.
- b. The parties voluntarily agree to submit matters to final and binding arbitration pursuant to the New York City Collective Bargaining Law and under the jurisdiction of the Office of

Collective Bargaining. An arbitrator or panel of arbitrators, as agreed to by the parties, will act as the arbitrator of any issue submitted under the expedited procedure herein.

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

i. SELECTION AND SCHEDULING OF CASES:

- (1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 13 and notify the parties of proposed hearing dates for such cases.
- (2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) to raise any objections thereto.
- (3) If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any time prior to the scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of Disputes of the Office of Collective Bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.
- (4) No case shall be submitted to the expedited arbitration process without the mutual agreement of the parties.

ii. CONDUCT OF HEARINGS

- (1) The presentation of the case, to the extent possible, shall be made in the narrative form. To the degree that witnesses are necessary, examination will be limited to questions of material fact and cross examination will be similarly limited. Submission of relevant documents, etc., will not be unreasonably limited and may be submitted as a "packet" exhibit.
- (2) In the event either party is unable to proceed with hearing a particular case, the case shall be rescheduled. However, only one adjournment shall be permitted. In the event that either party is unable to proceed on a second occasion, a default judgment may be entered against the adjourning party at

filling except when such vacancies are to be filled in an emergency. (With respect to the Department of Sanitation, the posting period as set forth in this Section, shall be for ten (10) working days and shall apply to transfers between zones only).

Section 6.

In the event that the Employer subsequently hires employees, an employee who was involuntarily transferred pursuant to Section 3 of this Article, has the right within one year and without a bid to return to the work location from which he was transferred before any other employee can be placed in that work location.

Section 7.

With the exception of temporary transfers, an opening from which an employee is transferred and its resulting vacancy, if any, may be processed in accordance with Section two (2) and three (3) of this Article. Further transfers resulting from the aforementioned vacancy shall be exempt from this Article VI, and filled in the manner set forth in Section three (3) of this Article.

ARTICLE XI - BULLETIN BOARDS AND NOTICES

Section 1.

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. The minimum space to be provided on any such bulletin board shall be sufficient for a document on paper size "8-1/2 x 13".

Section 2.

Notices or announcements shall not contain anything political or controversial or anything reflecting upon the Employer, any of its employees, or any labor organization among its employees and no material, notices or announcements which violate the provisions of this Section shall be posted. A violation of this Section which continued after notice to the Union shall result in revocation of the rights and privileges contained in this Article XI.

Section 3.

The Union shall be given copies of all notices which pertain to the employees and which a department has decided to post or otherwise publicize within the department.

ARTICLE XII - WORKING CONDITIONS

Section 1.

Where practicable a minimum temperature of 50 degrees Fahrenheit shall be maintained in all indoor areas where employees are directed to work, wash up, and dress.

Section 2.

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Where practicable, areas not exclusively used for repairs and in which traffic is allowed, shall be segregated for employees when they are required to work in said areas. Such segregated areas shall have warning devices such as signs, lights and other safety equipment to prevent accidental entrance of vehicles.

Section 3.

The Employer shall make all reasonable efforts to provide employees with sanitary washing and toilet facilities, including hot and cold running water, toilet paper, paper towels, proper lighting and ventilation.

Section 4.

An ample supply of potable drinking water shall be available to all employees in their respective work locations.

Section 5.

Adequate locker space shall be provided for each employee.

Section 6.

All vehicles shall be reasonably free of debris, human waste, insects, animals and other such waste which would lead to an unhealthy and unsafe condition before employees shall be required to work on them.

Section 7.

All employee work areas shall be properly ventilated in order to prevent the collection of noxious, explosive or other dangerous fumes.

ARTICLE XIII - 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 chairperson ship of each committee shall alternate between the members designated by the agency head and the members designated by the Union. 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 XIV - SAFETY

Section 1.

Adequate, clean, structurally safe and sanitary working facilities shall be provided for all employees covered by this Agreement.

Section 2.

All alleged unsafe conditions not acted upon expeditiously may become the subject of a grievance.

Section 3:

In construing Articles XII and XIV, an arbitrator shall initially have the power only to decide whether the subject facilities meet the standards of Section 1 of this Article XIV but may not affirmatively direct how the Employer should comply with Section 1. If the arbitrator determines that the Employer is in violation of that 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 Section 1. However, such a remedy shall not exceed appropriations available in the current budget allocation for the involved agency for such purposes.

ARTICLE XV - BARGAINING BAR DURING TERM OF AGREEMENT

Section 1.

The parties acknowledge that they have raised and negotiated in good faith concerning all mandatory subjects of collective bargaining. The parties acknowledge that when a successor agreement to this collective bargaining agreement is fully executed, including all required approvals, such successor

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agreement shall supersede this Agreement. A dispute concerning the application or interpretation of the terms of this economic collective bargaining agreement shall be subject to the Grievance Procedure of this Agreement. Except for the foregoing, the terms of this collective bargaining agreement represent the entire agreement of the parties. All subjects, not provided for herein, were disposed of in the course of negotiations; and the parties, accordingly, acknowledge that there remains no further duty to bargain concerning them unless consented to in writing.

Section 2.

Nothing herein shall authorize or require collective bargaining between the parties during the term of this Agreement, except that the parties may mutually agree in writing to engage in collective bargaining where (a) the matter was not specifically covered by the agreement or raised as an issue during the negotiations out of which such agreement arose and (b) there shall have arisen a significant change in circumstances with respect to such matter which could not reasonably have been anticipated by both parties at the time of the conclusion of negotiations.

Section 3.

There shall be no resumption of negotiations during the term of an agreement upon the claim that the agreement is not consummated or not executed or that one of the parties promised to resume negotiations on any particular matter unless such claim is substantiated by a written document signed by the party against whom the claim is made.

Section 4.

This contract expresses all agreements and understandings between the parties and no other agreements, understanding or practice shall be of any force or effect.

ARTICLE XVI - PERSONNEL AND PAY PRACTICES

In the scheduling of vacations for employees, subject to the vacation policy and procedures of the employer, the employer agrees that vacation picks for employees covered by this Agreement shall be, by seniority in the employee's Civil Service Title.

ARTICLE XVII - 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 XVIII - APPENDICES

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

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ARTICLE XIX - SAVINGS CLAUSE

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

ARTICLE XX - 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 XXI - 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.

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

November 1st, 2005

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

FOR LOCAL 246, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO

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

BY: Joseph A. Colangelo
JOSEPH A. COLANGELO
President

FOR THE NEW YORK CITY HEALTH AND HOSPITALS CORPORATION

BY: Frank J. Cirillo
FRANK J. CIRILLO
Senior Vice President

APPROVED AS TO FORM:

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

CERTIFIED TO THE FINANCIAL CONTROL BOARD:

DATE: _____

UNIT: Automotive Service Worker

TERM: April 1, 2002 to August 13, 2005

OFFICE OF LABOR RELATIONS	
REGISTRATION	
OFFICIAL	CONTRACT
NO: <u>06010</u>	DATE: <u>NOV 01 2005</u>



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

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

August 2005

Mr. Joseph A. Colangelo
President
Local 246, SEIU
217 Broadway - Room 501
New York, New York 10007

RE: Automotive Service Worker
April 1, 2002 to August 13, 2005

Dear Mr. Colangelo:

Pursuant to Article X, Section 1 of the labor agreement between the parties dated for the duration of the term of said agreement, the term "Geographic Location" shall have the following meaning in the following administrations and/or departments.

In the Sanitation Department the term geographic location shall mean a "zone", i.e., a borough shop and its satellite garages.

The borough shops and satellite garages are presently designated as follows:

Manhattan Command

Borough Shop, M1, M2, M3, M3A, M4, M4A, M5, M6, M7, M8, M8A, M9, M10, M11, M12, Manhattan Lot Cleaning

Bronx Command

Borough Shop, BX1, BX2, BX3, BX3A, BX4, BX5, BX6, BX6A, BX7, BX8, BX9, BX10, BX11, BX12, Bronx Lot Cleaning

Queens Command

Queens North Borough Shop, BKN1, BKN2, BKN3, BKN4, BKW6, BKSA, QW1, QW2, QW3, QW4, QW5, Q5WA, QW6, QN7, QN7A, QW9, QN11C, QN11B, QN13A, A.F.F.

Cioffe Command

Cioffe Borough Shop, BKN5, BKS7, BKN8, BKS9, BKS10, BKS11, BKS12, BKS13, BKS14, BKS15, BKS15A, BKS16, BKS17, BKS18, BK Lot Cleaning, Derelict Vehicle Operations, QN8, QN10, QN12, QS13, QS14, QSA

Richmond Command

Richmond Borough Shop, R1, R2, R3

Fresh Kills Command

Plant 1, Plant 2

Central Repair Shop - 5th Floor Operations (A)

Special Chassis Shop (Includes Forge and Body Shop)

Central Repair Shop - 5th Floor Operations (B)

Passenger Car Shop

Central Repair Shop - 4th Floor Operations (1)

Major Component Shop

Central Repair Shop - 4th Floor Operations (2)

Minor Component Shop

Central Repair Shop - 4th Floor Operations (3)

Machine Shop

In the Police Department "geographic locations" shall be co-extensions with the following subgroups:

1. All shops within the borough of the Bronx.
2. All shops within the borough of Manhattan.
3. All shops within the borough of Brooklyn.
4. All shops within the borough of Staten Island.
5. The Central Repair Shop in Queens.
6. All other shops in the borough of Queens.

For the Fire Department "Geographic Locations" shall include:

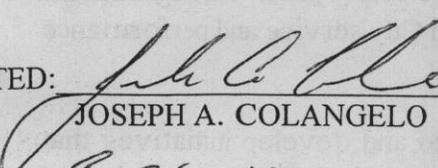
35th Street (Fire), Pumper Section, Chiefs Cars, Ladder Section, Machine Shop, Electrical Shop, Randalls Island Preventive Maintenance, Tire Shop.

58th Street (EMS), Support Shop, Ambulance Shop, Body Repair Section,

Satellite Shops:

1. Coney Island
2. Seaview
3. Gouverneur
4. Jacobi
5. Randalls Island

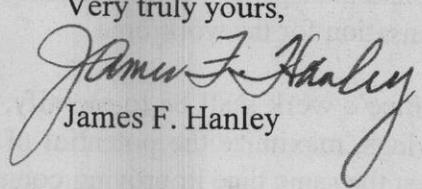
ACCEPTED:


JOSEPH A. COLANGELO

DATED:

9-26-05

Very truly yours,


James F. Hanley



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

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

Appendix A

August, 2005

Mr. Joseph A. Colangelo
President
Local 246, SEIU
217 Broadway - Room 501
New York, New York 10007

Re: 2002-2005 Auto Service Worker Agreement

Dear Mr. Colangelo:

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 Local 246.

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 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, absence control, contracting in, workers compensation and other efficiencies.

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.

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.

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.

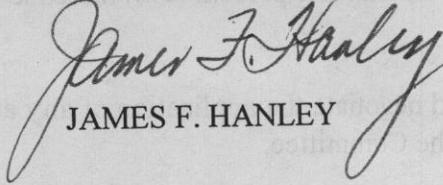
Such other areas as the Committee may mutually agree.

Implementation of Savings

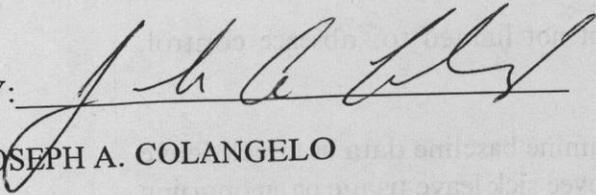
The initiatives and programs developed pursuant to this Committee must be unanimously agreed upon. In the event there is a dispute as to the amount of savings generated by an initiative or the implementation of a program, or the savings generated by a program are not paid pursuant to this agreement, 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 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
Local 246**

BY: 
JOSEPH A. COLANGELO

DATED: 9-26-05



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

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

Appendix B

August, 2005

Mr. Joseph A. Colangelo
President
Local 246, SEIU
217 Broadway - Room 501
New York, New York 10007

Re: 2002-2005 Auto Service Worker Agreement

Dear Mr. Colangelo:

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 Article III, Section 4 of the *2002-2005 Auto Service Worker Agreement*.
2. For the purposes of Article III, Section 4 of the *2002-2005 Auto Service Worker Agreement*, employees who were in active pay status prior to the date of execution of the *2002-2005 Auto Service Worker 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 2 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 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 Auto Service Worker 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.

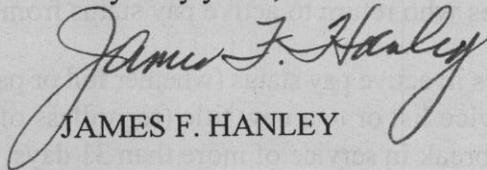
AGREED AND ACCEPTED ON BEHALF OF

Local 246

BY: _____

JOSEPH A. COLANGELO

Very truly yours,



JAMES F. HANLEY



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

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

Appendix C

August, 2005

Mr. Joseph A. Colangelo
President
Local 246, SEIU
217 Broadway - Room 501
New York, New York 10007

**Re: Lump Sum Cash Payment Guidelines
2002-2005 Auto Service Worker Agreement**

Dear Mr. Colangelo:

This is to confirm the understanding and agreement of the parties concerning the guidelines for receipt of the lump sum cash payment provided in Article 3, Section 3(A) of the *2002-2005 Auto Service Worker 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 May 1, 2005 and the date of ratification of the *2002-2005 Auto Service Worker 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.
- 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 May 1, 2005 and the date of ratification of the *2002-2005 Auto Service Worker Agreement*, albeit on approved leave without pay, will receive the applicable lump sum payment upon their return to work.

Note: It is understood that 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

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

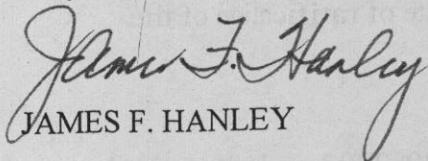
Part-time per annum, part-time per diem, per session, hourly paid and per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive a pro-rata portion of the lump sum cash payment on the basis of computations heretofore utilized 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 Auto Service Worker 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 Article 3, Section 3(A) of the *2002-2005 Auto Service Worker Agreement*.

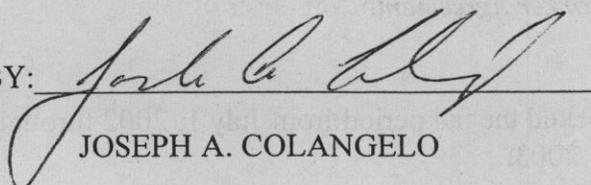
If the above accords with your understanding, kindly execute the signature line provided below.

Very truly yours,

AGREED AND ACCEPTED ON BEHALF OF L.246


JAMES F. HANLEY

BY:


JOSEPH A. COLANGELO



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

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

APPENDIX D

August, 2005

Mr. Joseph A. Colangelo
President
Local 246, SEIU
217 Broadway - Room 501
New York, New York 10007

Re: 2002-2005 Auto Service Worker Agreement

Dear Mr. Colangelo:

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

For those employees hired between July 15, 1996 through December 31, 1999, 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.

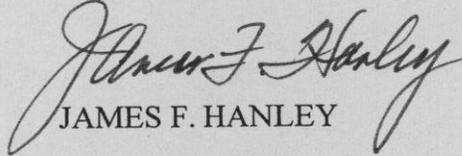
"Approved leave" is further defined to include:

- 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

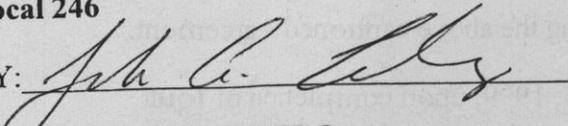
If the above accords with your understanding, please execute the signature line provided below.

Very truly yours,


JAMES F. HANLEY

**AGREED AND ACCEPTED ON BEHALF OF
Local 246**

BY:


JOSEPH A. COLANGELO