



#84831

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

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES

FROM: JAMES F. HANLEY, COMMISSIONER

SUBJECT: EXECUTED CONTRACT: CLINICIANS

TERM: APRIL 1, 2000 THROUGH JUNE 30, 2002

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 the Doctors Council 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 16 2003

7/28/03

OFFICE OF LABOR RELATIONS	
REGISTRATION	
OFFICIAL	CONTRACT
NO: <b>04005</b>	DATE: <b>JUL 16 2003</b>

43 Pages

# 2000-2002 CLINICIANS AGREEMENT

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION.....	2
ARTICLE II - DUES CHECKOFF.....	4
ARTICLE III - SALARIES .....	4
ARTICLE IV - PERSONNEL AND PAY PRACTICES.....	25
ARTICLE V - WELFARE FUND .....	26
ARTICLE VI - PRODUCTIVITY AND PERFORMANCE.....	27
ARTICLE VII - EMPLOYEES' INDEMNIFICATION .....	28
ARTICLE VIII - GRIEVANCE PROCEDURE.....	29
ARTICLE IX - JOB SECURITY.....	35
ARTICLE X - TIME AND LEAVE.....	36
ARTICLE XI - BULLETIN BOARDS: EMPLOYER FACILITIES .....	37
ARTICLE XII - NO STRIKES.....	37
ARTICLE XIII - CITYWIDE ISSUES .....	37
ARTICLE XIV - UNION ACTIVITY .....	37
ARTICLE XV - LABOR-MANAGEMENT COMMITTEE .....	38
ARTICLE XVI - FINANCIAL EMERGENCY ACT.....	39
ARTICLE XVII - APPENDICES.....	39
ARTICLE XVIII - SAVINGS CLAUSE .....	39

04005

## 2000-2002 CLINICIANS AGREEMENT

**AGREEMENT** entered into this 16<sup>th</sup> day of July 2003, 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 the Doctors Council, (hereinafter referred to as the "Union"), for the twenty-seven (27) month period from April 1, 2000 to June 30, 2002.

### 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, per session, 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</u>	<u>TITLE CODE NUMBER</u>
Anesthesiologist	531100
Assistant Anesthesiologist	531050
Assistant Director of Service (including specialties)	52120ff
Assistant Pathologist	533050
Assistant Psychiatrist	532070
Assistant Roentgenologist	535050
Associate Medical Examiner (OCME)	53871
Attending Dentist	970310, 970320, 970330
Attending Physician I (including specialties)	970210
Attending Physician II (including specialties)	97022, 970220
Attending Physician III (including specialties)	970230
Chiropractor	53015
City Clinician (P/T)	53036
City Clinician	53035
City Dentist	50211
City Dentist (P/T)	50212
City Medical Examiner	06481

04005

<u>TITLE</u>	<u>TITLE CODE NUMBER</u>
City Medical Specialist	53039
City Medical specialties (P/T)	53040
City Veterinarian	50711
City Veterinarian (P/T)	50712
Clinician	52810
Dentist	50210, 502100
Dentist Level I	964410
Dentist Level II	964420
Dentist Level A	963910
Dentist Level B	963920
Director of Chiropractic (MAP)	53016
Director of Optometry (MAP)	54287
Health Officer in Training	52701
Junior Medical Examiner (OCME)	53865
Junior Public Health Officer (including specialties)	52800,01
Medical Inspector (including specialties)	52811,52814
Medical Investigator	53864
Medical Officer (Department of Correction)	06422
Medical Officer (Sanitation)	53670
Medical Specialist (including specialties [except NYCTA] )	52909ff,52895
Medical Specialist (Ophthalmology )	52921
Medical Specialist (Otolaryngology)	52923
Medical Specialist (P/T Department of Correction)	06238
Medical Specialist (Sanitation)	05367
Medical Subspecialist (DOH)	06637
Neuropathologist	534100
Pathologist	533100
Optometrist	53014
Physiatrist	53030, 530300
Physician	53010
Physician Level I	530100
Physician Level II	963200
Physician Specialist	005300
Podiatrist	53011, 530110
Primary Care Physician (Communicare)	06608
Primary Care Physician (Communicare/Managed Care)	005070
Principal Veterinarian	50765
Psychiatrist	08475, 53210, 532100, 965340
Psychiatrist (Per Hour)	53211
Public Health Officer (including specialties)	52802, 52803
Radiation Therapist	53511
Roentgenologist	535100
Senior Anesthesiologist	53135
Senior Clinician	52835
Senior Dentist	50235, 502350
Senior Medical Specialist	52936ff,52896
Senior Medical Specialist (including specialties)	52936ff,52896
Senior Medical specialties (P/T Department of Correction)	06239
Senior Pathologist	533350
Senior Psychiatrist	53235, 532350, 965350
Senior Public Health Officer (including specialties)	52804,05
Senior Radiation Therapist	53513
Senior Roentgenologist	535350
Supervising Anesthesiologist	53160

04005

<u>TITLE</u>	<u>TITLE CODE NUMBER</u>
Supervising Pathologist	533600
Supervising Psychiatrist	53260, 532600, 965360
Supervising Roentgenologist	535600
Veterinarian	50710

**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, 1986, entitled "Procedures for Orderly Payroll Check-Off of Union Dues and Agency Shop Fees."
- b. Any employee may consent in writing to the authorization of the deduction of dues from the employee's wages and to the designation of the Union as the recipient thereof. Such consent, if given, shall be in a proper form acceptable to the City, which bears the signature of the employee.

**Section 2.**

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

**ARTICLE III - SALARIES**

**Section 1.**

- a. This Article III is subject to the provisions, terms and conditions of the Alternative Career and Salary Pay Plan Regulations, dated March 15, 1967 (as amended), except that the specific terms and conditions of this Article shall supersede any provisions of such Regulations inconsistent with this Agreement subject to the limitations of applicable provisions of law.
- b. Unless otherwise specified, all annualized 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 20, 35 or 37½ hours as set forth in Schedule A of Sections 2(a), 2(b), 2(c) and 2(d) of this Article. 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

04005

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 paid pursuant to Schedule A of Sections 2(a), 2(b), 2(c) and 2(d) of this Article 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 - 20 hour week basis - 1/1044 of the appropriate minimum basic salary.

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

37½ hour week basis - 1/1957.5 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.

- e. "Per session employees" shall for the purpose of Schedule B of Sections 2(a), 2(b), 2(c) and 2(d) of this Article be paid on an hourly or per tour basis, as indicated therein, which shall not affect their "per session" status.

**Section 2.**

Employees in the following title(s) shall be subject to the following specified salaries, salary adjustments, and/or salary ranges:

a. <u>Effective April 1, 2000</u>	Work Week	i. Minimum <sup>1</sup>		ii. Maximum
		(1) Hiring Rate	(2) Incumbent Rate	
<b>SCHEDULE A - ANNUALLY PAID EMPLOYEES</b>				
Anesthesiologist <sup>2</sup>	20	\$40,978	\$43,912	\$57,234
Assistant Anesthesiologist <sup>2</sup>	20	\$35,977	\$38,554	\$54,884
Assistant Pathologist <sup>2</sup>	20	\$35,977	\$38,554	\$54,884
Assistant Psychiatrist <sup>2</sup>	20	\$35,977	\$38,554	\$54,884
Assistant Roentgenologist <sup>2</sup>	20	\$35,977	\$38,554	\$54,884
Associate Medical Examiner (OCME)	35	\$85,470	\$91,591	Flat rate
Attending Physician I (including specialties) <sup>2 3</sup>	37½	\$75,171	\$80,554	Flat rate
Attending Physician II (including specialties) <sup>2 4</sup>	37½	\$78,935	\$84,588	
		\$82,878	\$88,811	
		\$87,023	\$93,255	
		\$91,371	\$97,915	
Attending Physician III (including specialties) <sup>2 4</sup>	37½	\$95,939	\$102,810	
		\$100,734	\$107,948	
		\$105,773	\$113,345	
		\$111,061	\$119,013	
		\$116,615	\$124,965	
City Clinician Level I	35	\$67,177	\$71,988	Flat rate
City Clinician Level II	35	\$71,221	\$76,321	Flat rate
City Dentist Level I	35	\$67,177	\$71,988	Flat rate
City Dentist Level II	35	\$71,221	\$76,321	Flat rate
City Medical Examiner Level I <sup>2 &amp; 5</sup>	35	\$89,013	\$95,386	
		\$93,463	\$100,156	
		\$97,914	\$104,925	
		\$102,362	\$109,692	
		\$106,813	\$114,461	
City Medical Examiner Level II <sup>2 &amp; 5</sup>	35	\$108,086	\$115,826	
		\$112,852	\$120,934	
		\$117,622	\$126,044	
		\$122,389	\$131,154	

04005

		i. Minimum <sup>1</sup>		
		\$127,159	\$136,263	
City Medical Specialist Level I <sup>2</sup>	35	\$69,735	\$74,729	Flat rate
City Medical Specialist Level II <sup>2</sup>	35	\$73,497	\$78,759	Flat rate
City Veterinarian Level I	35	\$53,990	\$57,857	Flat rate
City Veterinarian Level II	35	\$59,461	\$63,720	Flat rate
Clinician <sup>6</sup>	35	\$67,177	\$71,988	Flat rate
Clinician (DOH only)	35	\$67,177	\$71,988	Flat rate
Dentist <sup>6</sup>	35	\$67,177	\$71,988	Flat rate
Dentist Level A <sup>6</sup>	37½	\$71,880	\$77,024	Flat rate
Dentist Level B <sup>6</sup>	37½	\$76,207	\$81,664	Flat rate
Dentist Level I	35	\$67,177	\$71,988	Flat rate
Dentist Level II	35	\$71,221	\$76,321	Flat rate
Health Officer in Training	35	\$46,314	\$49,632	\$53,802
Junior Medical Examiner (OCME)	35	\$60,987	\$65,352	Flat rate
Junior Public Health Officer (including specialties)	35	\$46,314	\$49,632	\$53,802
Medical Inspector (including specialties)	35	\$65,774	\$70,483	Flat rate
Medical Investigator	35	\$48,718	\$52,206	Flat rate
Medical Officer (Sanitation)	20	\$32,017	\$34,311	Flat rate
Medical Specialist (Ophthalmology) <sup>6</sup>	35	\$69,735	\$74,729	Flat rate
Medical Specialist (Otolaryngology) <sup>6</sup>	35	\$69,735	\$74,729	Flat rate
Medical Specialist (including specialties)	35	\$69,735	\$74,729	Flat rate
Medical Specialist (Sanitation)	35	\$69,735	\$74,729	Flat rate
Medical Subspecialist (DOH) <sup>2</sup>	37½	\$104,017	\$111,465	
		\$110,951	\$118,896	
		\$117,886	\$126,329	
		\$124,820	\$133,759	
		\$131,756	\$141,190	
		\$138,689	\$148,621	
Neuropathologist <sup>2</sup>	20	\$40,978	\$43,912	\$57,234
Pathologist <sup>2</sup>	20	\$40,978	\$43,912	\$57,234
Physiatrist <sup>2</sup>	20	\$40,978	\$43,912	\$57,234
Physician <sup>2</sup>	35	\$67,177	\$71,988	Flat rate

04005

		i. Minimum <sup>1</sup>		
Physician Specialist <sup>2</sup>	37½	\$104,017	\$111,465	
		\$110,951	\$118,896	
		\$117,886	\$126,329	
		\$124,820	\$133,759	
		\$131,756	\$141,190	
		\$138,689	\$148,621	
Primary Care Physician (Communicare/Managed Care) <sup>2&amp;7</sup>	37½ <sup>7</sup>			
Board Eligible - Less than 2 years experience		\$104,017	\$111,465	\$118,896
Board Eligible - 2 to 5 years of experience		\$106,329	\$113,943	\$121,374
Board Eligible - 5 or more years of experience				
Board Certified - Less than 2 years experience <sup>7</sup>		\$113,262	\$121,374	\$128,805
Board Certified - 2 to 5 years of experience <sup>7</sup>		\$115,574	\$123,850	\$131,281
Board Certified - 5 or more years of experience <sup>7</sup>		\$120,198	\$128,805	\$136,235
Primary Care Physician (Communicare) <sup>7</sup>	37½ <sup>7</sup>			
Board Eligible - Less than 2 years experience		\$104,017	\$111,465	\$118,896
Board Eligible - 2 to 5 years of experience		\$106,329	\$113,943	\$121,374
Board Eligible - 5 or more years of experience				
Board Certified - Less than 2 years experience <sup>7</sup>		\$113,262	\$121,374	\$128,805
Board Certified - 2 to 5 years of experience <sup>7</sup>		\$115,574	\$123,850	\$131,281
Board Certified - 5 or more years of experience <sup>7</sup>		\$120,198	\$128,805	\$136,235
Principal Veterinarian	35	\$59,461	\$63,720	Flat rate
Psychiatrist <sup>2</sup>	20	\$40,978	\$43,912	\$57,234
Public Health Officer (including specialties)	35	\$69,808	\$74,807	\$83,051
Radiation Therapist	20	\$40,978	\$43,912	\$57,234
Roentgenologist <sup>6</sup>	20	\$40,978	\$43,912	\$57,234
Senior Anesthesiologist	20	\$46,093	\$49,396	\$59,585
Senior Clinician <sup>6</sup>	35	\$71,221	\$76,321	Flat rate
Senior Dentist <sup>6</sup>	35	\$71,221	\$76,321	Flat rate
Senior Medical Specialist (including specialties)	35	\$73,497	\$78,759	Flat rate
Senior Pathologist <sup>2</sup>	20	\$46,093	\$49,396	\$59,585
Senior Psychiatrist <sup>2</sup>	20	\$46,093	\$49,396	\$59,585
Senior Public Health Officer (including specialties) <sup>6</sup>	35	\$77,404	\$82,947	Flat rate
Senior Radiation Therapist	20	\$46,093	\$49,396	\$59,585
Senior Roentgenologist <sup>2</sup>	20	\$46,093	\$49,396	\$59,585

04005

		i. Minimum <sup>1</sup>		
Supervising Anesthesiologist	20	\$49,405	\$52,942	\$60,364
Supervising Pathologist <sup>2</sup>	20	\$49,405	\$52,942	\$60,364
Supervising Psychiatrist <sup>2</sup>	20	\$49,405	\$52,942	\$60,364
Supervising Roentgenologist <sup>2</sup>	20	\$49,405	\$52,942	\$60,364
Veterinarian <sup>6</sup>	35	\$53,990	\$57,857	Flat rate

**SCHEDULE B - HOURLY & PER TOUR PAID EMPLOYEES**

Anesthesiologist	N/A	\$51.18	\$54.84	PER HOUR
Assistant Director of Service (including specialties)	N/A	\$51.18	\$54.84	PER HOUR
Assistant Anesthesiologist	N/A	\$46.26	\$49.58	PER HOUR
Assistant Pathologist	N/A	\$46.26	\$49.58	PER HOUR
Assistant Psychiatrist	N/A	\$46.26	\$49.58	PER HOUR
Assistant Roentgenologist	N/A	\$46.26	\$49.58	PER HOUR
Chiropractor	N/A	\$21.88	\$23.45	PER HOUR
City Clinician (P/T)	N/A	\$46.26	\$49.58	PER HOUR
City Medical Specialist (P/T) Level I	N/A	\$51.18	\$54.84	PER HOUR
City Medical Specialist (P/T) Level II	N/A	\$51.18	\$54.84	PER HOUR
City Dentist (P/T) Level I	N/A	\$46.26	\$49.58	PER HOUR
City Dentist (P/T) Level II	N/A	\$51.51	\$55.19	PER HOUR
City Veterinarian (P/T)	N/A	\$39.12	\$41.92	PER HOUR
Clinician	N/A	\$46.26	\$49.58	PER HOUR
Dentist <sup>6</sup>	N/A	\$46.26	\$49.58	PER HOUR
Dentist Level I	N/A	\$46.26	\$49.58	PER HOUR
Dentist Level II	N/A	\$51.51	\$55.19	PER HOUR
Director of Chiropractic (MAP)	N/A	\$30.46	\$32.65	PER HOUR
Director of Optometry (MAP)	N/A	\$39.12	\$41.92	PER HOUR
Medical Investigator	N/A	\$203.30	\$217.86	PER TOUR
Medical Officer (Department of Correction) Level I	N/A	\$60.08	\$64.38	PER HOUR
Medical Officer (Department of Correction) Level II	N/A	\$66.75	\$71.54	PER HOUR
Medical Specialist (except NYCTA)	N/A	\$51.18	\$54.84	PER HOUR
Medical Specialist (P/T Department of Correction)	N/A	\$51.18	\$54.84	PER HOUR
Neuropathologist	N/A	\$51.18	\$54.84	PER HOUR
Optometrist	N/A	\$39.12	\$41.92	PER HOUR
Pathologist	N/A	\$51.18	\$54.84	PER HOUR
Physiatrist	N/A	\$51.18	\$54.84	PER HOUR

		i. Minimum <sup>1</sup>		
Physician	N/A	\$46.26	\$49.58	PER HOUR
Physician Level I	N/A	\$46.26	\$49.58	PER HOUR
Physician Level II	N/A	\$51.18	\$54.84	PER HOUR
Physician Specialist <sup>2</sup>	N/A	\$53.14	\$56.95	\$65.69
Podiatrist	N/A	\$41.82	\$44.80	PER HOUR
Podiatrist	N/A	\$41.82	\$44.80	PER HOUR
Psychiatrist	N/A	\$51.18	\$54.84	PER HOUR
Psychiatrist (Per Hour)	N/A	\$51.18	\$54.84	PER HOUR
Radiation Therapist	N/A	\$51.18	\$54.84	PER HOUR
Roentgenologist	N/A	\$51.18	\$54.84	PER HOUR
Senior Dentist <sup>6</sup>	N/A	\$51.51	\$55.19	PER HOUR
Senior Medical Specialist	N/A	\$51.18	\$54.84	PER HOUR
Senior Medical Specialist (P/T Department of Correction)	N/A	\$51.18	\$54.84	PER HOUR
Veterinarian <sup>6</sup>	N/A	\$39.12	\$41.92	PER HOUR

1 See Article III, Section 4

2 Appointments by the Health & Hospitals Corporation to this position above the hiring rate will be handled on a case by case basis.

3 See Article IV, Section 1

4 See Article III, Section 2(e).

5 See Article IV, Section 3

6 For present incumbents only

7 See Article III, Section 2(f).

**b. Effective April 1, 2001**

	Work Week	i. Minimum <sup>1</sup>		ii. Maximum
		(1) Hiring Rate	(2) Incumbent Rate	
<b>SCHEDULE A - ANNUALLY PAID EMPLOYEES</b>				
Anesthesiologist <sup>2</sup>	20	\$42,617	\$45,668	\$59,523
Assistant Anesthesiologist <sup>2</sup>	20	\$37,416	\$40,096	\$57,079
Assistant Pathologist <sup>2</sup>	20	\$37,416	\$40,096	\$57,079
Assistant Psychiatrist <sup>2</sup>	20	\$37,416	\$40,096	\$57,079
Assistant Roentgenologist <sup>2</sup>	20	\$37,416	\$40,096	\$57,079
Associate Medical Examiner (OCME)	35	\$88,889	\$95,255	Flat rate
Attending Dentist 970310		\$78,178	\$83,776	Flat rate
Attending Dentist 970320		\$82,092	\$87,972	
		\$86,193	\$92,363	
		\$90,504	\$96,985	
		\$95,026	\$101,832	

04005

**b. Effective April 1, 2001**

	Work Week	i. Minimum <sup>1</sup>		ii. Maximum
		(1) Hiring Rate	(2) Incumbent Rate	
Attending Dentist 970330		\$99,777	\$106,922	
		\$104,763	\$112,266	
		\$110,004	\$117,879	
		\$115,503	\$123,774	
		\$121,280	\$129,964	
Attending Physician I (including specialties) <sup>2 3</sup>	37½	\$78,178	\$83,776	Flat rate
Attending Physician II (including specialties) <sup>2 4</sup>	37½	\$82,092	\$87,972	
		\$86,193	\$92,363	
		\$90,504	\$96,985	
		\$95,026	\$101,832	
Attending Physician III (including specialties) <sup>2 4</sup>	37½	\$99,777	\$106,922	
		\$104,763	\$112,266	
		\$110,004	\$117,879	
		\$115,503	\$123,774	
		\$121,280	\$129,964	
City Clinician Level I	35	\$69,864	\$74,868	Flat rate
City Clinician Level II	35	\$74,070	\$79,374	Flat rate
City Dentist Level I	35	\$69,864	\$74,868	Flat rate
City Dentist Level II	35	\$74,070	\$79,374	Flat rate
City Medical Examiner Level I <sup>2 &amp; 5</sup>	35	\$92,574	\$99,201	
		\$97,202	\$104,162	
		\$101,831	\$109,122	
		\$106,456	\$114,080	
		\$111,086	\$119,039	
City Medical Examiner Level II <sup>2 &amp; 5</sup>	35	\$112,409	\$120,459	
		\$117,366	\$125,771	
		\$122,327	\$131,086	
		\$127,285	\$136,400	
		\$132,245	\$141,714	
City Medical Specialist Level I <sup>2</sup>	35	\$72,524	\$77,718	Flat rate
City Medical Specialist Level II <sup>2</sup>	35	\$76,437	\$81,909	Flat rate
City Veterinarian Level I	35	\$56,150	\$60,171	Flat rate
City Veterinarian Level II	35	\$61,839	\$66,269	Flat rate

04005

**b. Effective April 1, 2001**

	Work Week	i. Minimum <sup>1</sup>		ii. Maximum
		(1) Hiring Rate	(2) Incumbent Rate	
Clinician <sup>6</sup>	35	\$69,864	\$74,868	Flat rate
Clinician (DOH only)	35	\$69,864	\$74,868	Flat rate
Dentist <sup>6</sup>	35	\$69,864	\$74,868	Flat rate
Dentist Level A <sup>6</sup>	37½	\$74,755	\$80,105	Flat rate
Dentist Level B <sup>6</sup>	37½	\$79,255	\$84,931	Flat rate
Dentist Level I	35	\$69,864	\$74,868	Flat rate
Dentist Level II	35	\$74,070	\$79,374	Flat rate
Health Officer in Training	35	\$48,167	\$51,617	\$55,954
Junior Medical Examiner (OCME)	35	\$63,426	\$67,966	Flat rate
Junior Public Health Officer (including specialties)	35	\$48,167	\$51,617	\$55,954
Medical Inspector (including specialties)	35	\$68,405	\$73,302	Flat rate
Medical Investigator	35	\$50,667	\$54,294	Flat rate
Medical Officer (Sanitation)	20	\$33,298	\$35,683	Flat rate
Medical Specialist (Ophthalmology) <sup>6</sup>	35	\$72,524	\$77,718	Flat rate
Medical Specialist (Otolaryngology) <sup>6</sup>	35	\$72,524	\$77,718	Flat rate
Medical Specialist (including specialties)	35	\$72,524	\$77,718	Flat rate
Medical Specialist (Sanitation)	35	\$72,524	\$77,718	Flat rate
Medical Subspecialist (DOH) <sup>2</sup>	37½	\$108,178	\$115,924	
		\$115,389	\$123,652	
		\$122,601	\$131,382	
		\$129,813	\$139,109	
		\$137,026	\$146,838	
		\$144,237	\$154,566	
Neuropathologist <sup>2</sup>	20	\$42,617	\$45,668	\$59,523
Pathologist <sup>2</sup>	20	\$42,617	\$45,668	\$59,523
Physiatrist <sup>2</sup>	20	\$42,617	\$45,668	\$59,523
Physician <sup>2</sup>	35	\$69,864	\$74,868	Flat rate
Physician Specialist <sup>2</sup>	37½	\$108,178	\$115,924	
		\$115,389	\$123,652	
		\$122,601	\$131,382	
		\$129,813	\$139,109	
		\$137,026	\$146,838	
		\$144,237	\$154,566	

04005

**b. Effective April 1, 2001**

	Work Week	i. Minimum <sup>1</sup>		ii. Maximum
		(1) Hiring Rate	(2) Incumbent Rate	
Primary Care Physician (Communicare/Managed Care) <sup>2 &amp; 7</sup>	37½ <sup>7</sup>			
Board Eligible - Less than 2 years experience		\$108,178	\$115,924	\$123,652
Board Eligible - 2 to 5 years of experience		\$110,582	\$118,501	\$126,229
Board Eligible - 5 or more years of experience		Primary Care Physicians who do not obtain board certification within five years of eligibility are not qualified.		
Board Certified - Less than 2 years experience <sup>7</sup>		\$117,792	\$126,229	\$133,957
Board Certified - 2 to 5 years of experience <sup>7</sup>		\$120,197	\$128,804	\$136,532
Board Certified - 5 or more years of experience <sup>7</sup>		\$125,006	\$133,957	\$141,684
Primary Care Physician (Communicare) <sup>7</sup>	37½ <sup>7</sup>			
Board Eligible - Less than 2 years experience		\$108,178	\$115,924	\$123,652
Board Eligible - 2 to 5 years of experience		\$110,582	\$118,501	\$126,229
Board Eligible - 5 or more years of experience		Primary Care Physicians who do not obtain board certification within five years of eligibility are not qualified.		
Board Certified - Less than 2 years experience <sup>7</sup>		\$117,792	\$126,229	\$133,957
Board Certified - 2 to 5 years of experience <sup>7</sup>		\$120,197	\$128,804	\$136,532
Board Certified - 5 or more years of experience <sup>7</sup>		\$125,006	\$133,957	\$141,684
Principal Veterinarian	35	\$61,839	\$66,269	Flat rate
Psychiatrist <sup>2</sup>	20	\$42,617	\$45,668	\$59,523
Public Health Officer (including specialties)	35	\$72,600	\$77,799	\$86,373
Radiation Therapist	20	\$42,617	\$45,668	\$59,523
Roentgenologist <sup>6</sup>	20	\$42,617	\$45,668	\$59,523
Senior Anesthesiologist	20	\$47,937	\$51,372	\$61,968
Senior Clinician <sup>6</sup>	35	\$74,070	\$79,374	Flat rate
Senior Dentist <sup>6</sup>	35	\$74,070	\$79,374	Flat rate
Senior Medical Specialist (including specialties)	35	\$76,437	\$81,909	Flat rate
Senior Pathologist <sup>2</sup>	20	\$47,937	\$51,372	\$61,968
Senior Psychiatrist <sup>2</sup>	20	\$47,937	\$51,372	\$61,968
Senior Public Health Officer (including specialties) <sup>6</sup>	35	\$80,500	\$86,265	Flat rate
Senior Radiation Therapist	20	\$47,937	\$51,372	\$61,968
Senior Roentgenologist <sup>2</sup>	20	\$47,937	\$51,372	\$61,968
Supervising Anesthesiologist	20	\$51,381	\$55,060	\$62,779
Supervising Pathologist <sup>2</sup>	20	\$51,381	\$55,060	\$62,779
Supervising Psychiatrist <sup>2</sup>	20	\$51,381	\$55,060	\$62,779
Supervising Roentgenologist <sup>2</sup>	20	\$51,381	\$55,060	\$62,779
Veterinarian <sup>6</sup>	35	\$56,150	\$60,171	Flat rate

04005



**b. Effective April 1, 2001**

	Work Week	i. Minimum <sup>1</sup>		ii. Maximum
		(1) Hiring Rate	(2) Incumbent Rate	
Podiatrist	N/A	\$43.49	\$46.59	PER HOUR
Podiatrist	N/A	\$43.49	\$46.59	PER HOUR
Psychiatrist	N/A	\$53.23	\$57.03	PER HOUR
Psychiatrist (Per Hour)	N/A	\$53.23	\$57.03	PER HOUR
Radiation Therapist	N/A	\$53.23	\$57.03	PER HOUR
Roentgenologist	N/A	\$53.23	\$57.03	PER HOUR
Senior Dentist <sup>6</sup>	N/A	\$53.57	\$57.40	PER HOUR
Senior Medical Specialist	N/A	\$53.23	\$57.03	PER HOUR
Senior Medical Specialist (P/T Department of Correction)	N/A	\$53.23	\$57.03	PER HOUR
Veterinarian <sup>6</sup>	N/A	\$40.68	\$43.60	PER HOUR

1 See Article III, Section 4

2 Appointments by the Health & Hospitals Corporation to this position above the hiring rate will be handled on a case by case basis.

3 See Article IV, Section 1

4 See Article III, Section 2(e).

5 See Article IV, Section 3

6 For present incumbents only

7 See Article III, Section 2(f).

**c. Special terms and conditions applicable to Attending Physicians**

Each employee in the Attending Physician title shall be reviewed annually by his/her Department Chairperson and/or Medical Director in order to determine his/her eligibility for assignment to a higher level within the Attending Physician title (e.g., to Attending Physician level II or III). The Department Chairperson or Medical Director shall submit a recommendation with respect thereto to the Executive Director. The Executive Director shall review such recommendations with reference to the performance, qualifications, and experience of the employee; the level of duties and responsibilities which the employee has exercised; and the staffing requirements of the department or unit.

The Health and Hospitals Corporation shall have final authority with respect to any such recommendation, and the provisions of this section shall be subject to proceedings up to, but not beyond Step II of the grievance procedure, as set forth at Article VIII hereof.

**d. Special terms and conditions applicable to Primary Care Physicians**

i. Employees serving in the titles of Primary Care Physician (Communicare/Managed Care) and Primary Care Physician (Communicare) shall be subject to a minimum work week of 37½ hours which shall include the following requirements:

- (1) A minimum of six out-patient clinical sessions (five clinical sessions for OB/GYN), including one evening and/or one weekend session.
- (2) Direct participation in 24-hour telephone coverage for a reasonable number

04005

- of primary care patients, including all of the employee's panel of patients.
- (3) Participation in in-patient care of the employee's patients and in-patient teaching rounds.
  - (4) Participation in administrative functions (e.g. Quality Assurance Committee, Peer Review Committee, et al) required of a physician in a Communicare/Managed Care practice.
- ii. Employees serving in the titles of Primary Care Physician (Communicare/Managed Care) and Primary Care Physician (Communicare) shall not receive any additional compensation for overtime, being on-call, night shifts, or work performed on holidays.
  - iii. Leave accrual rates for employees serving in the titles of Primary Care Physician (Communicare/Managed Care) and Primary Care Physician (Communicare) shall be based on a work week of 37½ hours.
  - iv. A labor/management committee shall be established to review the operation and affect of the scheduling provisions set forth in this Section 3(b).
  - v. Patient loads; scheduling of evening, weekend, and holiday out-patient clinical sessions; and phone coverage shall be equitably distributed among all employees within the service or Communicare/Managed Care practice.
  - vi. As employees serving in the titles of Primary Care Physician (Communicare/Managed Care) and Primary Care Physician (Communicare) are required as a condition of employment to maintain their credentials and in-patient attending privileges, such employees shall be permitted time off from their regular schedule, subject to the scheduling needs of the service or Communicare/Managed Care practice, to meet the requirements of Continuing Medical Education which are a prerequisite to maintaining such credentials and in-patient attending privileges.
  - vii. Qualified Primary Care Physicians (Communicare/Managed Care) or Primary Care Physicians (Communicare), who are reassigned from the Board Eligible Salary Schedule to the Board Certified Salary Schedule without a break in service, shall be reassigned at the same experience level.

### Section 3. General Wage Increase

- a. The general increases, effective as indicated, shall be:
  - i. Effective April 1, 2000, Employees shall receive a general increase of 4 percent.
  - ii. Effective April 1, 2001, Employees shall receive an additional general increase of 4 percent.
  - iii. Part-time per annum, per diem, per session, hourly-paid and per tour Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in subsections 3(a)(i), and

3(a)(ii) on the basis of computations heretofore utilized by the parties for all such Employees.

- b. The increases provided for in Section 3(a) above shall be calculated as follows:
  - i. The general increase in Section 3(a)(i) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on March 31, 2000;
  - ii. The general increase in Section 3(a)(ii) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on March 31, 2001.
- 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 shall be applied to the assignment differentials.

#### **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, 2000, 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) and 2(b)(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 April 1, 2000 and appointed at a reduced hiring rate pursuant to Section 4(b)(iv) of the 1995-00 Clinicians 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) of this Article III.
- c. The appointment rate for any employee newly hired between April 1, 2000 and June 30, 2002, 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) and 2(b)(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.
- e. 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).
- f. 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 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.
- i. The intent of this Section 4(f) is to treat the employee as if the employee had moved to the higher minimum "incumbent rate" after one year of service rather than after

04005

two years. Only the difference between the applicable minimum "hiring rate" and the minimum "incumbent rate" is guaranteed. Any additions-to-gross or merit increases are not to be included in the calculation of the one-time lump sum payment.

- ii. All overtime, night shift differential, or other percentage based premium payments received by an employee during the second year of service will be included in the calculation of the lump sum payment.
- iii. For a title subject to an incremental pay plan, the one-time lump sum payment shall be calculated by taking the difference between the "hiring rate" increment(s) received by the employee and the "incumbent rate" increment(s) that was in effect on the one year anniversary of the employee's original date of appointment to their title. 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. In the case where there are increments payable between the employee's first and second anniversaries, the lump sum will be prorated to reflect such increments.
- iv. 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 and the lump sum will be prorated to reflect such change(s).

g. "Qualified inactive service" is defined for the purposes of Section 4(f) to include the following employees:

- i. those who are on preferred or recall lists; or
- ii. those who are on the following unpaid approved leaves
  - (1) maternity/childcare leave;
  - (2) unpaid 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

**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, for the title formerly occupied, effective on the date indicated 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 Personnel Rules and Regulations of the City of New York or, where the Personnel Rules and Regulations of the City of New York 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:

<u>Title:</u>	<u>4/1/00</u>	<u>4/1/01</u>
Senior Dentist (annually paid only)	\$1,444	\$1,502
Senior Public Health Officer	\$1,734	\$1,803

**Section 8. Assignment Differentials & Longevity Payments**

- a. Employees in the title of Attending Physician II (title code number 97022) shall receive a payment in the amounts specified below, separate and apart from the employee's salary rate, for Board Certification in an approved specialty area if they have been hired for and are assigned to work in that area:

<u>Effective</u> <u>April 1, 2000</u>	<u>Effective</u> <u>April 1, 2001</u>
\$2,415	\$2,512

Proration of this payment, for employees in this title working less than the full-time work week of 37.5 hours, shall be computed on the basis of the weekly average number of hours in the fiscal year actually worked by the affected employee compared to the weekly number of hours in the normal work year for the title of Attending Physician II.

04005

- b. A payment in the amounts specified below shall be paid to each hourly-paid Clinician, Dentist, and Physician Level I, Dentist Level I when specifically assigned to the performance of supervisory duties:

<u>Effective</u> <u>April 1, 2000</u>	<u>Effective</u> <u>April 1, 2001</u>
\$4.86 per hour	\$5.05 per hour

- c. A longevity differential, separate from the employee's basic rate, shall be paid to qualified incumbents in an indicated per annum title listed below upon completion of the applicable years of continuous service in positions listed in this Agreement. Authorized unpaid leaves of absence shall not constitute a break in service and shall not be credited as service. Said differentials shall be paid at the specific annual rates set forth below and are not cumulative.

- |    |  |  |
|----|--|--|
| i. | Attending Dentist II<br>Attending Physician II<br>Junior Medical Examiner<br>Associate Medical Examiner<br>City Clinician Level I<br>City Dentist Level I<br>City Medical Examiner<br>City Veterinarian Level I<br>Clinician | Dentist<br>Medical Inspector<br>Medical Investigator<br>Physician<br>Junior Public Health Officer<br>Public Health Officer<br>Veterinarian |
|----|--|--|

<u>Years of Service</u>	<u>4/1/00</u>
After 5 years	\$2,250
After 10 years	\$4,750
After 15 years	\$7,500

- |     |   |  |
|-----|---|--|
| ii. | Attending Dentist III<br>Attending Physician III<br>City Clinician Level II<br>City Dentist Level II<br>City Medical Specialist Level II<br>City Veterinarian Level II<br>Medical Subspecialist<br>Senior Clinician | Senior Dentist<br>Senior Medical Specialist<br>Senior Public Health Officer<br>Physician Specialist<br>Primary Care Physician (Communicare) *<br>Primary Care Physician (Communicare/Managed Care) *<br>Principal Veterinarian |
|-----|---|--|

\* The five year longevity step shall not apply to employees in the indicated titles who were not serving in a title covered by this Agreement at the time of their appointment to the title.

<u>Years of Service</u>	<u>4/1/00</u>
After 5 years	\$2,750
After 10 years	\$5,750
After 15 years	\$9,000

- d. i. The proration of the differentials listed in subsection 8(c), for employees in these titles working less than the full-time work week specified in Article III, Section 3, Schedule A, shall be computed on the basis of the weekly average number of hours in the fiscal year actually worked by the affected employee compared to the weekly number of hours in the normal work year for the specified title.

04005

ii. All hourly-paid employees paid pursuant to Schedule B receiving the seventy-five cent (75¢) per hour differential pursuant to subsection 7(h) and whose positions are reclassified pursuant to Article IV, Section 2 of this Agreement shall have \$1468 deducted from the longevity differentials provided in subsection 7(c) above. Said deduction shall be pro rated for all such reclassified employees working less than the full-time work week specified in Article III, Section 2, Schedule A pursuant to subsection 7(d)(i) above. All hourly-paid employees whose position will be reclassified pursuant to Article IV, Section 2 and who are not entitled to the payment of any differential pursuant to subsection 7(h) shall receive credit for service rendered prior to their reclassification for purpose of payment pursuant to this subsection 7(d).

e. A differential in the amounts specified below shall be paid to each full-time per annum employee in a title listed in Article III, Section 3, Schedule A, who is assigned on a regular and continuing basis to the performance of duties in a prison facility of the Department of Correction:

<u>Effective</u> <u>April 1, 2000</u>	<u>Effective</u> <u>April 1, 2001</u>
\$2,415	\$2,512

f. A differential in the amounts per hour specified below shall be paid to hourly-paid employees in a title listed in Article III, Section 3, Schedule B, for each hour in the performance of assigned duties in a prison facility of the Department of Correction:

<u>Effective</u> <u>April 1, 2000</u>	<u>Effective</u> <u>April 1, 2001</u>
\$2.02 per hour	\$2.10 per hour

g. The payment specified below shall be paid to each hourly-paid City Medical Specialist Level II, Physician Level II, Director of Optometry and Senior Medical Specialist for the performance of supervisory duties:

<u>Effective</u> <u>April 1, 2000</u>	<u>Effective</u> <u>April 1, 2001</u>
\$4.86 per hour	\$5.05 per hour

h. A longevity payment at the rate of seventy-five cents (75¢) per hour, separate from the employee's hourly rate, shall be paid to employees in an hourly-paid title listed in Article III, Section 2, Schedule B, who have completed five (5) years of service or one thousand (1,000) sessions, whichever is first achieved, effective the first day of January or July next succeeding the day of such completion of service or sessions. This longevity payment shall not be paid in combination with payments made pursuant to subsection 7(c).

i. A differential in the amounts specified below shall be paid to each hourly-paid Podiatrist who is duly designated and performs the duties of Chief of Section:

<u>Effective</u> <u>April 1, 2000</u>	<u>Effective</u> <u>April 1, 2001</u>
\$5.03 per session	\$5.23 per session

- j. A differential in the amounts specified below shall be paid to hourly-paid Psychiatrists employed by the Human Resources Administration and the Department of Mental Health, Retardation and Alcoholism Services; or employed on a per diem basis to perform field duties by the Health and Hospitals Corporation and assigned to "Project HELP."

<u>Effective</u> <u>April 1, 2000</u>	<u>Effective</u> <u>April 1, 2001</u>
\$10.50 per hour	\$10.92 per hour

### Section 9. Annuity Fund

a. Effective April 1, 2000, the parties shall continue to contribute to an annuity fund for certain employees covered by this Agreement subject to the terms of a signed supplemental agreement approved by the Corporation Counsel.

b. **Covered Employees:**

- i. Annualized employees paid pursuant to Schedule A who work 913½ hours in a calendar year (for titles with a 20 or 35 work week) or who work 978¾ or more hours in a calendar year (for titles with a 37½ work week).
- ii. Hourly or per tour employee of Mayoral Agencies paid pursuant to Schedule B who work 913½ hours in a calendar year.
- iii. Hourly employees of the Health and Hospitals Corporation paid pursuant to Schedule B who work 978¾ or more hours in a calendar year. Hourly employees of the Health and Hospitals Corporation who were transferred to the Health and Hospitals Corporation from the Department of Health, or who were hired into those services since, shall be subject to the provisions of Section 9(a)(ii), above.

b. **Definitions**

scheduled days off: An employee's regular days off ("RDOs"). For example, Saturday and Sunday would be the scheduled days off for a full-time per annum employee working a Monday through Friday schedule.

c. **Regular Contributions.**

- i. Effective April 1, 2000, contributions on behalf of each covered employee shall continue to be remitted by the employer to the mutually agreed upon annuity fund at the rate of \$1.53 for each hour actually worked, and effective June 30, 2002 at the rate of \$2.17 for each hour actually worked, subject to:

04005

- a. the provisions of Section 9(d);
  - b. the annual maximum payments set forth in Section 9(c)(iii); and
  - c. the terms of a signed supplemental agreement executed by the Employer and the Union and approved by the Corporation Counsel.
- ii. The frequency and schedule of payments shall be addressed in the supplemental agreement.
- iii. Maximum Annual Payment:

Normal Work Week	Effective April 1, 2000	Effective June 30, 2002
20 hours	\$1,597	\$2,265
35 hours	\$2,795	\$3,964
37-1/2 hours	\$2,995	\$4,248

- e. For the purpose of Sections 9(c) and 9(d), excluded from normal working hours are all scheduled time off or cash payments in lieu thereof, all time in non-pay status, and all paid overtime or work in excess of the normal work week. "All hours in non-pay status" as used in this Section 9(d) shall be defined as including, but not limited to, the following:
- i. time on preferred or recall lists;
  - ii. time on the following approved unpaid leaves:
    - (1) maternity/childcare 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;

04005

- iv. time while on unapproved leave without pay; or
- v. time while on unpaid suspensions.

## **ARTICLE IV - PERSONNEL AND PAY PRACTICES**

### **Section 1. Attending Physician**

Employees in the title of Attending Physician I shall be automatically promoted to the title of Attending Physician II, upon completion of five (5) years of post-medical school practice, of which at least two and one-half (2 1/2) years must be within the municipal system. There shall be no automatic promotions from the Attending Physician II title to Attending Physician III.

### **Section 2. Per Session Annualization**

- a. Each hourly-paid physician and dentist employed by the Health & Hospitals Corporation who is regularly employed 18-3/4 hours or more per week and who has completed one year of such regular employment shall be reclassified as an Attending Physician, provided that said employee meets the qualifications for the per annum title.
- b. Employees reclassified under subsection 2(a) above, shall not be subject to a diminution of salary rate as a result of the reclassification.
- c. The reclassification of hourly-paid employees provided herein shall be involuntary unless an affected employee is a member of the New York City Retirement System and can demonstrate upon notification that the employee's pension benefits will be adversely affected.

### **Section 3. City Medical Examiners**

- a. Appointment to the annual salary rates for City Medical Examiner listed in Article III, section 3(b) shall be based upon the relative training and experience of the appointee.
- b. Seniority in title for purposes implementing the provisions of Article III, Section 8(c), and Article X, shall accrue from the date of appointment to City Medical Examiner. For purposes of this provision time served in the title of Associate Medical Examiner shall count as time served as City Medical Examiner.
- c. For purposes implementing the disciplinary provisions of Article VIII, Sections 1(e) or 1(f); the job security provisions of Article IX, Section 3; and for purposes of dismissal or reduction in level during the contractually required one year of satisfactory service; City Medical Examiner Level I and II shall be deemed separate titles, and seniority shall accrue from the date of assignment to said Level I or II, except that time served in the title of

Associate Medical Examiner shall count as time served in City Medical Examiner Level I.

- d. Employees assigned to City Medical Examiner II pursuant to subsection 3(f) shall be required to serve satisfactorily for nine (9) months to qualify for disciplinary rights pursuant to Article VIII, Subsections 1(e) and 1(f) upon a reduction in level, and the Union may appeal any reduction in level during said nine month qualifying period which it alleges to have been made for arbitrary and capricious reasons up to and including Step III of the contractual disciplinary procedure, but not beyond.
- e. Employees who do not complete required satisfactory service for City Medical Examiner II pursuant to subsection 3(d) or who are reduced in level for economic reasons shall retain tenure in the lower level position of City Medical Examiner I provided they have completed the year of satisfactory service for City Medical Examiner I or the probationary period for Associate Medical Examiner.
- f. Employees reclassified or appointed as City Medical Examiner Level I who have or obtain board certification in an approved specialty shall be appointed as City Medical Examiner Level II within sixty (60) days of providing proof of such certification to the Chief Medical Examiner, provided they meet the other qualifications set forth in the Job Specification for the title.

#### **Section 4. Holidays**

Effective June 30, 2002, Employees in Mayoral Agencies who work at least 1,044 hours per annum shall be entitled to receive twelve (12) paid holidays per year.

### **ARTICLE V - WELFARE FUND**

#### **Section 1.**

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

#### **Section 2.**

- a. Notwithstanding the provisions of Article XIII of the 1995-2001 Citywide Agreement, the Welfare Fund contribution rates for employees paid pursuant to Schedule B who actually work at least 375 hours in a calendar year, and all per annum employees not covered by Section 1 above, shall be 50 percent of the full-time Welfare Fund contribution rates.

- b. Notwithstanding any other provision of this Section 2, the Welfare Contribution rate on behalf of all employees (except per-session employees of the New York City Health and Hospitals Corporation) working half-time or greater based on the full-time hours set forth in Schedule A and on behalf of Medical Investigators completing 100 tours of duty in a calendar year shall be based on the full-time rate paid pursuant to Section 1.

### **Section 3.**

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 4.**

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 VI - PRODUCTIVITY AND PERFORMANCE**

### **Introduction**

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

### **Section 1. - Performance Levels**

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

### **Section 2. - Supervisory Responsibility**

- a. The Union recognizes the Employer's right under the New York City Collective Bargaining Law to establish and/or revise standards for supervisory responsibility in achieving and maintaining performance levels of supervised employees for employees in supervisory positions listed in Article I, Section 1, of this Agreement. Notwithstanding the

above, questions concerning the practical impact that decisions on the above matters have on employees are within the scope of collective bargaining. The Employer will give the Union prior notice of the establishment and/or revision of standards for supervisory responsibility hereunder.

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

### **Section 3. - Performance Compensation**

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

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

## **ARTICLE VII - EMPLOYEES' INDEMNIFICATION**

### **Section 1.**

The City shall be liable for and save harmless each employee covered hereunder for any claim for damages and/or personal injuries alleged to have been sustained by a claimant as a result of any action or omission occurring in the performance of the employee's duties and within the scope of his or her employment.

### **Section 2.**

The foregoing is conditioned upon the following:

- a. Each employee hereunder shall promptly forward to his/her agency of employment all summonses or notices of whatsoever nature, pertaining to claims received or served upon them or each of them.
- b. Each employee hereunder shall cooperate fully in aiding the City to investigate, adjust, settle or defend each claim, action or proceeding.
- c. The defense of all claims, actions and proceedings within the purview of this Article shall be conducted by the City. The Corporation Counsel of the City shall appear and defend such actions and proceedings on behalf of each employee covered hereunder.
- d. No settlement shall be made without the approval of the City, including the Comptroller, and in accordance with procedures previously employed to settle actions involving municipal employees.
- e. In the event of any appeal from a judgment against an employee hereunder, the City will promptly satisfy the judgment or stay the execution thereof by filing the appropriate bonds or instruments, so that execution shall not issue against the employee.

## ARTICLE VIII - 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 wrongful disciplinary action taken against:
  - i. a permanent employee covered by Section 75(1) of the Civil Service Law;
  - ii. a permanent employee covered by the Rules and Regulations of the Health and Hospitals Corporation;
  - iii. a non-competitive per annum employee appointed in a title in Section 3(a) of Article III hereof who was employed prior to September 1, 1983 or who has completed one year of service; or
  - iv. a per diem, hourly-paid or per tour employee of a Mayoral Agency who is regularly employed 17-1/2 or more hours per week and has completed one year of such employment; 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 or continued status of employment.
- e. Per diem, hourly-paid or per tour employees in Mayoral Agencies who have been employed fewer than 17-1/2 hours but at least 4 years on a regular basis of at least ten (10) hours per week, will not be subject to termination of employment for arbitrary or capricious reasons; and any issues hereunder shall be subject to the contractual grievance procedure up to and including Step III (OLR) only.

### Section 2.

The Grievance Procedure, except for grievances as defined in Sections 1(d), and 1(e) 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 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.

**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.

**NOTE:** The following **STEP I(a)** shall be applicable only in the Health and Hospitals Corporation in the case of grievances arising under Section 1(a) through 1(c) 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 determination 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. 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 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

04005

arbitrator's award shall be final and binding and enforceable in any appropriate tribunal in accordance with Article 75 of the Civil Practice Law and Rules. The arbitrator may provide for and direct such relief as the arbitrator deems necessary and proper, subject to the limitations set forth above and any applicable limitations of law.

### **Section 3.**

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

### **Section 4. Disciplinary Procedure**

In any case involving a grievance under Section 1(d) or 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 for employees covered by subsections 1(e)(i) and (ii) or as the procedure for employees covered by subsection 1(e)(iii), 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.

Because non-competitive per annum employees, appointed in titles listed in Section 3(a) of Article III hereof, are not covered by the disciplinary procedures set forth in Section 75 of the Civil Service Law, such employees may proceed only in accord with the Grievance Procedure if not satisfied with the decision at **STEP A**, above.

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

**STEP C** If the grievant is not satisfied with the determination of the agency head or designated representative, the grievant or the Union may appeal to the Commissioner of Labor Relations in writing within ten (10) days of the determination of the agency head or designated representative. The Commissioner of Labor Relations shall issue a written reply to the grievant and the Union within fifteen (15) working 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. This step is not applicable for those employees utilizing this procedure pursuant to Article VIII, Section 1(e).

#### Section 5.

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

#### Section 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 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 11.**

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 12. Disciplinary Rights of Dentist and Senior Dentists.**

Incumbents in the classes of positions of Dentist and Senior Dentist who on November 30, 1988 were employed 12½ or more hours per week by the City of New York and continue to be so employed shall be deemed covered by Article VIII, subsection 1(d)(iv), provided they have completed or shall complete one year of such employment.

### **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 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 14 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) 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.
- (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 IX - JOB SECURITY

### Section 1.

Except for employees of the Health and Hospitals Corporation ("HHC"), provisions pertaining to the abolition of positions, reductions in staff, demotions and preferred lists, as set forth in Article XVII of the 1995-2001 Citywide Agreement between the City of New York and District Council 37, AFSCME, AFL-CIO, shall be applicable as if fully herein set forth.

### Section 2.

- a. With respect to those employees of the HHC, Section 7.6 of the Health and Hospitals Corporation Personnel Rules and Regulations (hereinafter "\$7.6"), as currently in effect, shall be applicable with respect to the abolition of positions, reductions in staff, demotion and preferred lists, except as hereinafter set forth:
  - i. In the case of incumbents in the title of Attending Physician I, II and III, seniority as applied pursuant to §7.6 shall be defined according to approved specialties, which for the purposes hereof shall be determined by the departmental assignment of the individual employee.
  - ii. Any variation in the determination of one's specialty, as set forth in Section 2(a)(i) of this Article, whereby an employee's specialty is not defined by his/her departmental assignment and he/she is rendering essential services to the employer in a subspecialty or inter-departmental capacity not otherwise available, the provisions of this Article may be waived upon such request from the Executive Director of an affected HHC facility to the HHC Senior Vice President, Quality Assurance, for recommendation to the Executive Vice President of the HHC. Notice of the same, including reasons for such action, shall be provided to the Union as soon as practicable and subject to the concurrence of the Union. In the event there is no agreement the matter may be submitted directly to arbitration.
  - iii. In the event a subspecialist is laid off or demoted hereunder and such subspecialist has been functioning programmatically in such subspecialty in his/her employment with the HHC, he/she may elect reappointment to the first available position according to his/her seniority in such specialty (department) and/or subspecialty.
- b. Notwithstanding anything hereinbefore set forth, should a vacancy arise in a position which presently carries or requires an academic appointment, the HHC shall be obligated only to give first consideration to employees subject to recall hereunder in the specialty involved, but in the event no employee is recalled to fill such vacancy the employees on the preferred list shall retain their eligibility for other vacancies which do not so require or carry academic appointments.
- c. The eligibility for recall of a person on the preferred list shall not continue for a period longer than four years from the date of separation.

**Section 3.**

Layoffs or demotions for economic purposes of hourly-paid employees of Mayoral agencies shall be made in the following order:

- a. Such employees who have completed less than one year of service and/or who regularly work less than ten hours per week;
- b. Such employees who regularly work at least ten but less than 17 1/2 hours per week and have completed one year of such service; and
- c. Such employees who regularly work 17 1/2 or more hours per week and who have completed one year of such service. Layoffs or demotions for economic purposes among this group of employees shall be accomplished in inverse order of seniority and such seniority shall be determined by length of service in the employee's Bureau of assignment and the approved specialty, if any, in which the employee is employed.

**Section 4.**

Except as provided in Section 3 above, the foregoing provisions of this Article shall apply only to per-annum employees, irrespective of the work week which they are assigned.

**ARTICLE X - TIME AND LEAVE**

**Section 1.**

Pursuant to Article V of the 1990-92 Citywide Agreement (as amended) between the City of New York and District Council 37, AFSCME, AFL-CIO, or its successor Agreements, said Article V shall continue to apply to those per annum employees in positions paid pursuant to Article III, Section 2, Schedule A of this Agreement, except that (1) the annual leave accrual rate for *full-time* per annum employees hired after July 1, 1985, shall continue at a rate as set forth in Table A of Article VI, Section 5, of said 1990-92 Citywide Agreement (as amended) in lieu of the accrual rates set forth in Table B of said Article VI, Section 5, and (2) the annual leave accrual rate for *part-time* per annum employees hired after July 1, 1985, shall continue at a rate as set forth in Article V, subsection 19(b)(i), of said 1990-92 Citywide Agreement (as amended) in lieu of the accrual rates set forth in Article V, subsection 19(b)(ii).

**Section 2.**

- a. Employees in positions paid pursuant to Article III, Section 2, Schedule B of this Agreement, shall accrue as follows:

<u>Years In Service</u>	<u>Accrual</u>
At the beginning of the employee's 1st year	1 hour for 15 hours worked
At the beginning of the employee's 5th year	1 hour for 11 hours worked.

- b. Sessional employees who accrue leave credits shall continue to be subject to a maximum accumulation of fifty (50) sessions of annual leave.

04005

### **Section 3.**

- a. Part-time hourly rated incumbents in the classes of positions paid pursuant to Article III, Section 2, Schedule B of this Agreement, shall continue to be entitled to one hour of sick leave for every twenty (20) hours actually worked, with no maximum accrual. Such part-time hourly rated incumbents shall continue to be entitled to receive a terminal leave allowance computed on the basis of one session of terminal leave for each two unused sessions of sick leave to a maximum of ninety (90) sessions of terminal leave.
- b. All other part-time hourly rated incumbents in the classes of positions listed in Article III, Section 2, Schedule B, shall be entitled to sick leave, if any, pursuant to the provisions of Article V of the 1990-1992 Citywide Agreement (as amended) between the City of New York and District Council 37, AFSCME, AFL-CIO.

## **ARTICLE XI - BULLETIN BOARDS: EMPLOYER FACILITIES**

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

## **ARTICLE XII - 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 XIII - 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 XIV - UNION ACTIVITY**

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

## ARTICLE XV - 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.

### Section 5. Special Provisions Applicable to the Department of Health

- a. Labor-Management meetings shall be held at the call of the Union or Department of Health ("DOH") at times mutually agreeable to both parties. Said labor-management meetings may be called by the Union or DOH to consider and report on, among other things, on-call practices and continuing medical education. However, matters subject to the grievance procedure and economic issues shall not be appropriate items for consideration at such labor-management meetings.
- b. All labor-management meetings shall be scheduled through the DOH Director of Labor Relations. At least one (1) week in advance of the meeting the party requesting the meeting shall provide to the DOH Director of Labor Relations a written agenda of matters to be discussed. The DOH Director of Labor Relations shall arrange for appropriate levels of DOH management to participate.

## **ARTICLE XVI - 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 XVII - APPENDICES**

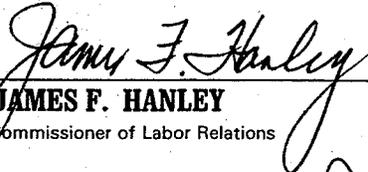
The Appendix or Appendices, if any, attached hereto and initialed by the undersigned shall be deemed a part of this Agreement as if fully set forth herein.

## **ARTICLE XVIII - SAVINGS CLAUSE**

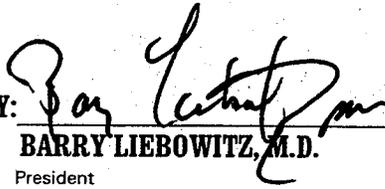
In the event that any provision of this Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

**WHEREFORE**, we have hereunto set our hands and seals this 16<sup>th</sup> day July of 2003.

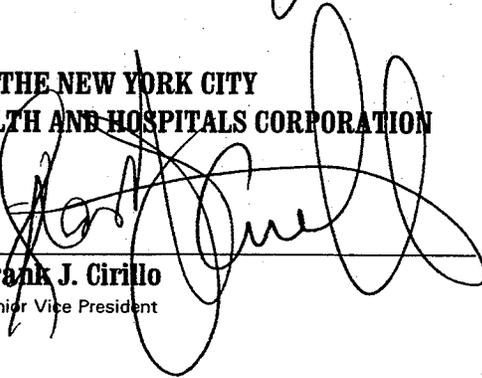
**FOR THE CITY OF NEW YORK AND RELATED  
PUBLIC EMPLOYERS AS DEFINED HEREIN:**

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

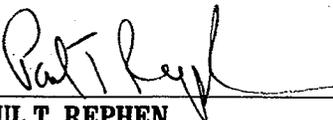
**FOR DOCTORS COUNCIL:**

BY:   
**BARRY LIEBOWITZ, M.D.**  
President

**FOR THE NEW YORK CITY  
HEALTH AND HOSPITALS CORPORATION**

BY:   
**Frank J. Cirillo**  
Senior Vice President

**APPROVED AS TO FORM:**

BY:   
**PAUL T. REPHEN**  
Acting Corporation Counsel

BY:   
**RONALD H. SHECHTMAN**  
Union Counsel

**DATE SUBMITTED TO THE FINANCIAL CONTROL BOARD:** \_\_\_\_\_

**UNIT:** Clinicians

**TERM:** April 1, 2000 - June 30, 2002

<b>OFFICE OF LABOR RELATIONS REGISTRATION</b>	
<b>OFFICIAL</b>	<b>CONTRACT</b>
<b>NO:</b> <u>04005</u>	<b>DATE:</b> <u>JUL 16 2003</u>



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*

Barry Liebowitz, M.D., President  
Doctors Council  
21 East 40th Street  
New York, New York 10016

**Re: 2000-2002 Doctors Council Agreement**

Dear Dr. Liebowitz:

This letter will confirm the status of certain agreements reached prior to the negotiations for the 2000-2002 Doctors Council Agreement ("DCA") between the City of New York and the New York City Health and Hospitals Corporation, and the Doctors Council.

- ¶ 1. The following provisions (based on the letter attached to the 1984-1987 DCA dated October 2, 1986, captioned "Longevity Differential") concerning the proration of prior per-session service upon appointment to a per annum title eligible for longevity differentials pursuant to Article III, Section 8(c) of the 1995-2000 DCA shall be continued during the term of the 2000-2002 DCA.
- a. Incumbent employees who are members of the New York City Employees Retirement System ("NYCERS") or per-session employees who were appointed to a per annum title between July 1, 1982 and June 30, 1987, shall have their per-session service pro-rated in accordance with the methodology employed by NYCERS in determining service credit for per-session employees.
  - b. Any per-session employee who shall be appointed to a per annum position after June 30, 1987, and who is not a member of NYCERS shall have his/her per-session service pro-rated based on the ratio of hours worked in each year as a per-session versus the number of hours listed for the per annum title in Article III.
  - c. Nothing contained in these provisions shall modify any previous agreements on pro-ration of per-session time, except as it applies to the application to Article III, Section 8(c).
- ¶ 2. The following terms and conditions (based on the letter attached to the 1984-1987 DCA dated October 2, 1986 and captioned "1984-87 Doctors Council Agreement") shall be continued during the term of the 2000-2002 DCA. It is understood that the welfare fund payments described in paragraph 2(e) shall be continued solely for those Attending Physicians, if any, to whom payments were made during the term of said 1984-1987 DCA.
- a. The Employer shall make hepatitis B vaccine available at no cost to employees covered by the 2000-2002 DCA. In the event that the cost of such vaccine provided to said employees exceeds \$25,000, the Doctors Council Welfare Fund shall reimburse the Employer for any such excess.
  - b. The Employer shall provide the Doctors Council with list(s) of Employees and their addresses, insofar as such information is available.
  - c. To the extent that the PMS and HHC payroll programs permit and when available to all employees paid via said payroll programs:

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- i. all employees will be paid bi-weekly,
  - ii. time and leave statements will be regularly provided to all employees, and
  - iii. percentage due/fee deduction shall be available.
- d. With reference to and notwithstanding anything appearing to the contrary in Article V, Section 2(b) of the 1995-2000 DCA, a tour of duty for Medical Investigators for purposes of said Section 2(b) is understood by the parties to range between 5 and 24 hours. The City and the Doctors Council reserve all other rights and claims with respect to the definition or application for any other purpose of the number of hours in a tour for Medical Examiners.
- e. The New York City Health and Hospitals Corporation will make welfare fund payments to the Doctors Council on behalf of Attending Physicians employed more than (10) hours but less than 18¾ hours per week in the amount equal to that paid other part-time per annum employees covered by 1984-1987 DCA. These payments shall be made annually, or pro-rated and paid on such other basis as the HHC makes welfare fund contributions in its normal course of business on behalf of employees on the payroll as of July 1, 1984, July 1, 1985, and/or July 1, 1986. There shall be no presumption that this shall continue beyond the term of the 1984-1987 DCA.
- ¶ 3. Based on the side letter captioned "Kings County Hospital Emergency Room" (dated February 13 1990), all Physicians and Attending Physicians assigned to the King County Hospital Emergency Room shall receive the salary rates set forth below in lieu of the hourly and annual rates, including any assignment differential(s), contained in the 2000-2002 DCA.

	Effective April 1, 2000	Effective April 1, 2001
Hourly Rate Hiring Rate *	\$60.41	\$62.83
Hourly Rate Incumbent Rate	\$64.74	\$67.33
Annual Rate Hiring Rate *	\$118,248	\$122,978
Annual Rate Incumbent Rate	\$126,716	\$131,785

\* See Article III, Section 4 of 2000-2002 Clinicians Agreement

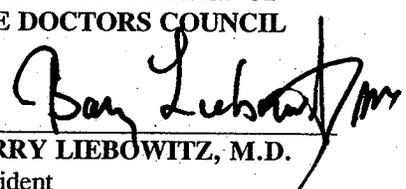
- ¶ 4. The matters set forth herein shall take effect upon the date of execution of the 2000-2002 DCA and are coterminous therewith.

If the terms of this Agreement are in accordance with your understandings, please execute it in the spaces provided below.

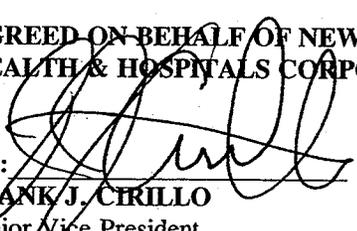
Sincerely,

  
JAMES F. HANLEY

AGREED ON BEHALF OF  
THE DOCTORS COUNCIL

BY:   
BARRY LIEBOWITZ, M.D.  
President

AGREED ON BEHALF OF NEW YORK CITY  
HEALTH & HOSPITALS CORPORATION

BY:   
FRANK J. CIRILLO  
Senior Vice President

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