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THE CITY OF NEW YORK

OFFICE OF LABOR RELATIONS

40 Rector Street, New York, NY 10006

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

James F. Hanley

SUBJECT: EXECUTED CONTRACT: AUTO MECHANICS

TERM: JANUARY 1, 2000 TO MARCH 31, 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 Local 246, SEIU on behalf of the incumbents of positions listed in Article I of said contract.

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

DATED: May 9, 2002

6/14/02

OFFICE OF LABOR RELATIONS
REGISTRATION
OFFICIAL CONTRACT

NO: 02001
DATE: MAY 9 2002

Non-economic agreement

Local 246, SEIU
2000-2002 Auto Mechanics Non-Economic Agreement

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02001

Local 246, SEIU
2000 - 2002 Auto Mechanics Non-Economic Agreement

COLLECTIVE BARGAINING AGREEMENT entered into this 9th day of May, by and between the City of New York and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf and the New York City Health and Hospitals Corporation (hereinafter referred to jointly as the "Employer"), and Local 246, Service Employees International Union, AFL-CIO (hereinafter referred to as the "Union"), for the twenty-seven month period from January 1, 2000 to March 31, 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 or per diem, in the below listed title(s), and in any successor title(s) that may be certified by the Board of Certification of the Office of Collective Bargaining to be part of the unit herein for which the Union is the exclusive collective bargaining representative and in any positions in Restored Rule X titles of the Classified Service the duties of which are or shall be equated by the City Personnel Director and the Director of the Budget for salary purposes to any of the below listed title(s):

<u>Title Code</u>	<u>Title</u>	<u>Title Code</u>	<u>Title</u>
92505	Auto Machinist	92611	Machinist.s Helper
92510	Auto Mechanic	91210	Motor Grader Operator
92511	Auto Mechanic (Diesel)	90736	Rubber Tire Repairer
91704	Battery Repairer	92340	Sheet Metal Worker
90706	Carriage Upholsterer	91835	Sign Painter
90708	Door Check Repairer	90764	Supervisor Door Check Repairer
90709	Door Stop Maintainer	90762	Supervisor Door Stop Maintainer
91719	Electrician (Automobile)	92343	Supervisor Sheet Metal Worker
91825	Letterer	91215	Tractor Operator
92610	Machinist		

Section 2.

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

ARTICLE II - DUES CHECKOFF

Section 1.

- a. The Union shall have the exclusive right to the checkoff and transmittal of dues on behalf of each employee in accordance with the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "Regulations Relating to the Checkoff of Union Dues" and in accordance with the Mayor's Executive Order No. 107, dated December 29, 1989, entitled "Procedures for Orderly Payroll Check-Off of Union Dues and Agency Shop Fees" or any other applicable Executive Order.
- b. Any employee may consent in writing to the authorization of the deduction of dues from the employee's wages and to the designation of the Union as the recipient thereof. Such consent, if given, shall be in a proper form acceptable to the City, which bears the signature of the employee.

Section 2.

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

ARTICLE III - WAGES AND SUPPLEMENTS

The wages and other supplements applicable to employees covered by this Agreement shall be in accordance with the respective Determinations of the Comptroller, subject to the terms and conditions thereof.

ARTICLE IV - MANAGEMENT RIGHTS

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

ARTICLE V - GRIEVANCE PROCEDURE

Section 1.

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

- a. A dispute concerning the application or interpretation of the terms of this **Collective Bargaining Agreement**;
- b. A claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the **Employer** applicable to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving the **Rules and Regulations of the New York City Civil Service Commission** or the **Rules and Regulations of the Health and Hospitals Corporation** with respect to those matters set forth in the first paragraph of **Section 7390.1 of the Unconsolidated Laws** shall not be subject to the grievance procedure or arbitration;
- c. A claimed assignment of **employees** to duties substantially different from those stated in their job specifications;
- d. A claimed improper holding of an open-competitive rather than a promotional examination;
- e. A claimed wrongful disciplinary action taken against a permanent **employee** covered by **Section 75(1) of the Civil Service Law** or a permanent competitive **employee** covered by the **Rules and Regulations of the Health and Hospitals Corporation** upon whom the agency head has served written charges of incompetency or misconduct while the **employee** is serving in the **employee's** permanent title or which affects the **employee's** permanent status.
- f. Failure to serve written charges as required by Section 75 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation upon a permanent employee covered by Section 75 (1) of the Civil Service Law or a permanent competitive employee covered by the Rules and Regulations of the Health and Hospitals Corporation where any of the penalties (including a fine) set forth in Section 75 (3) of the Civil Service Law have been imposed.

Section 2.

The Grievance Procedure, except for paragraphs (D) and (E) of Sections 1, shall be as follows:

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

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

Step I - The employee and/or the Union shall present the grievance verbally or in the form of a memorandum to the person designated for such purpose by the agency head no later than 120 days after the date on which the grievance arose. The employee may also request an appointment to discuss the grievance. The person designated by the Employer to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall issue a reply in writing by the end of the third work day following the date of submission.

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

STEP I(a) - An appeal from an unsatisfactory determination at Step I shall be presented in writing to the person designated by the agency head for such purpose. The appeal must be made within five (5) work days of the receipt of the Step I determination. A copy of the grievance appeal shall be sent to the person who initially passed upon the grievance. The person designated to receive the appeal at this Step shall meet with the employee and/or the Union for review of the grievance and shall issue a written reply to the employee and/or the Union by the end of the fifth work day following the day on which the appeal was filed.

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

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

STEP IV - An appeal from an unsatisfactory determination at **STEP III** may be brought solely

by the **Union** to the Office of Collective Bargaining for impartial arbitration within fifteen (15) work days of receipt of the **STEP III** determination. In addition, the **Employer** shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance". The **Employer** shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accordance with the Consolidated Rules of the Office of Collective Bargaining. The costs and fees of such arbitration shall be borne equally by the **Union** and the **Employer**. The determination or award of the arbitrator shall be final and binding in accord with applicable law and shall not add to, subtract from or modify any contract, rule, regulation, written policy or order mentioned in Section 1 of this Article.

Section 3.

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

Section 4.

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

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

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

STEP B(i) - If the **employee** is not satisfied with the determination at **STEP A** above then the **Employer** shall proceed in accordance with the disciplinary procedures set forth in **Section 75** of

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

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

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

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

Section 5.

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

Section 6.

If a determination satisfactory to the Union at any level of the Grievance Procedure is not implemented within a reasonable time, the Union may re-institute the original grievance at STEP

III of the Grievance Procedure; or if a satisfactory **STEP III** determination has not been so implemented, the **Union** may institute a grievance concerning such failure to implement at **STEP IV** of the Grievance Procedure.

Section 7.

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

Section 8.

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

Section 9.

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

Section 10.

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

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

Section 11.

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

Section 12.

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

Section 13. Expedited Arbitration Procedure

- a. The parties agree that there is a need for an expedited arbitration process which would allow for the prompt adjudication of grievances as set forth below.
- b. The parties voluntarily agree to submit matters to final and binding arbitration pursuant to the New York City Collective Bargaining Law and under the jurisdiction of the Office of Collective Bargaining. An arbitrator or panel of arbitrators, as agreed to by the parties, will act as the arbitrator of any issue submitted under the expedited procedure herein.
- c. The selection of those matters which will be submitted shall include, but not be limited to, out-of-title cases concerning all titles, disciplinary cases wherein the proposed penalty is a monetary fine of one week or less or written reprimand, and other cases pursuant to mutual agreement by the parties. The following procedures shall apply:
 - i. **SELECTION AND SCHEDULING OF CASES:**
 - (1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 13 and notify the parties of proposed hearing dates for such cases.
 - (2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) to raise any objections thereto.
 - (3) If a case is not proposed by the Deputy Chairperson for expedited handling,

either party may, at any time prior to the scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of Disputes of the Office of Collective Bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.

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

ii. CONDUCT OF HEARINGS

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

Section 1.

Time spent by Union Officials and 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. No employee shall otherwise engage in union activities during the time he/she is assigned to his/her regular duties.

Section 2.

The Employer agrees not to discriminate in any way against any employee for union activity, but such activity shall not be carried on during working hours or in working areas.

Section 3.

There shall be no union activity on Employer time other than that which is specifically permitted by the terms of this Agreement.

ARTICLE VII - 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 VIII - OVERTIME

Section 1.

All overtime shall, as far as practicable, be distributed equitably among the employees in each work area within a department.

Section 2.

The designation of work areas for the purposes of overtime shall be made by each department.

Section 3.

Overtime records in each department may be available for inspection by a duly authorized officer of the Union.

Section 4.

Whenever possible, officers of the Union will be notified of the distribution of overtime.

Section 5.

An employee directed to return to work after completing a shift shall be guaranteed a minimum of two (2) hours of work.

ARTICLE IX - TRANSFERS

Section 1.

The term "transfer" shall mean the reassigning of an employee from one "geographic location" to another. For purposes of the Article, the parties shall define "geographic location" as it applies to the Department of Sanitation, the Police Department and the Fire Department.

Section 2.

With the exception of temporary transfers, voluntary transfers from one geographic location to another shall be made on the basis of seniority in title, work performance, attendance record, disciplinary record, as well as the qualifications to perform the specific work.

Section 3.

With the exception of temporary transfers, involuntary transfers from one geographic location to another shall be made on the basis of least seniority in title, providing the remaining personnel have the ability and qualifications to perform the required work.

Section 4.

Temporary transfers shall be limited to a period of not more than thirty (30) calendar days.

Section 5.

With the exception of temporary transfers, all vacancies that the Employer has decided to fill shall be posted on a department bulletin board five (5) working days in advance of the effective date prior to filling except when such vacancies are to be filled in an emergency. (With respect to the Department of Sanitation, the posting period as set forth in this Section, shall be for ten (10) working days and shall apply to transfers between zones only).

Section 6.

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

Section 7.

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

ARTICLE X - BULLETIN BOARDS AND NOTICES

Section 1.

The **Union** may post notices on bulletin boards in places and locations where notices usually are posted by the **Employer** for the **employees** to read. All notices shall be on **Union** stationery, and shall be used only to notify **employees** of matters pertaining to **Union** affairs. The minimum space to be provided on any such bulletin board shall be sufficient for a document on paper size "8-1/2 x 13".

Section 2.

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

Section 3.

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

ARTICLE XI - WORKING CONDITIONS

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

Adequate locker space shall be provided for each employee.

Section 6.

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

Section 7.

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

ARTICLE XII - LABOR-MANAGEMENT COMMITTEE

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

ARTICLE XIII - SAFETY**Section 1.**

All alleged unsafe conditions reported by the Union, concerning employees covered by this Agreement, shall be duly noted by the appropriate supervisor and acted upon affirmatively or negatively as expeditiously as possible.

Section 2.

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

ARTICLE XIV - BARGAINING BAR DURING TERM OF AGREEMENT**Section 1.**

The parties acknowledge that they have raised and negotiated in good faith concerning all mandatory subjects of collective bargaining not within the purview of a determination pursuant to Section 220 of the Labor Law with respect to positions which are subject to said Section 220.

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

Section 2.

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

Section 3.

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

Section 4.

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

ARTICLE XV - PERSONNEL AND PAY PRACTICES

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

ARTICLE 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 Collective Bargaining Agreement as if fully set forth herein.

ARTICLE XVIII - SAVINGS CLAUSE

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

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

May 9th 2002.

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

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

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

BY: *Jack Friedman*
JACK FRIEDMAN
President

FOR THE NEW YORK CITY
HEALTH AND HOSPITALS CORPORATION

BY: *Frank Cirillo*
FRANK CIRILLO
Senior Vice President

APPROVED AS TO FORM:

BY: *Jeffrey D. Friedlander*
JEFFREY D. FRIEDLANDER
Acting Corporation Counsel

CERTIFIED TO THE FINANCIAL CONTROL BOARD:

DATE: _____

UNIT: Auto Mechanics

TERM: January 1, 2000 to March 31, 2002

OFFICE OF LABOR RELATIONS REGISTRATION	
OFFICIAL	CONTRACT
NO: 02001	DATE: MAY 9 2002



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

JAMES F. HANLEY

Commissioner

PAMELA S. SILVERBLATT

First Deputy Commissioner

January 10, 2002

Mr. Jack Friedman
President
Local 246, SEIU
217 Broadway - Room 501
New York, New York 10007

RE: Auto Mechanics
January 1, 2000 to March 31, 2002

Dear Mr. Friedman:

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

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

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

Manhattan Command

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

Bronx Command

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

Queens Command

Queens North Borough Shop, BKN1, BKN2, BKN3, BKN4, BKW6, BKSA, QW1, QW2, QW3, QW4, QW5, QW5A, QW6, QN7, QN7A, QW9, QN11C, QN11B, QN13A, A.F.F.

Cioffe Command

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

Richmond Command

Richmond Borough Shop, R1, R2, R3

Fresh Kills Command

Plant 1, Plant 2

Central Repair Shop - 5th Floor Operations (A)

Special Chassis Shop (Includes Forge and Body Shop)

0200.1

Central Repair Shop - 5th Floor Operations (B)
Passenger Car Shop

Central Repair Shop - 4th Floor Operations (1)
Major Component Shop

Central Repair Shop - 4th Floor Operations (2)
Minor Component Shop

Central Repair Shop - 4th Floor Operations (3)
Machine Shop

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

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

For the Fire Department "Geographic Locations" shall include:

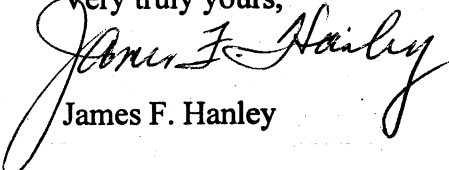
35th Street (Fire), Pumper Section, Chiefs Cars, Ladder Section, Machine Shop, Electrical Shop, Randalls Island Preventive Maintenance, Tire Shop.

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

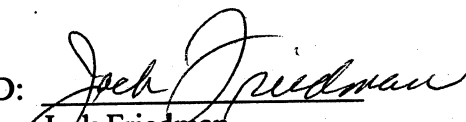
Satellite Shops:

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

Very truly yours,


James F. Hanley

ACCEPTED:


Jack Friedman
President Local 246

DATED: _____

02001