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

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

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES
FROM: JAMES F. HANLEY, COMMISSIONER *James F. Hanley*
SUBJECT: EXECUTED CONTRACT: HOSPITAL TECHNICIANS
TERM: JANUARY 1, 2000 TO 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 New York City Health & Hospitals Corporation on behalf of the City of New York and District Council 37, A.F.S.C.M.E., AFL-CIO, Local 237, International Brotherhood of Teamsters and the 144 Division of 1199 National Health & Human Service Employees Union/SEIU/AFL-CIO 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: MAR 04 2004

OFFICE OF LABOR RELATIONS REGISTRATION	
OFFICIAL	CONTRACT
NO: <u>04021</u>	DATE: <u>MAR 04 2004</u>

HOSPITAL TECHNICIANS

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AGREEMENT entered into this ^{4th} day of *March*, 2004 by and between the City of New York and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf and the New York City Health and Hospitals Corporation (hereinafter referred to jointly as the "Employer"), and District Council 37, A.F.S.C.M.E., AFL-CIO, Local 237, International Brotherhood of Teamsters and the 144 Division of 1199 Health & Human Service Employees Union/SEIU/AFL-CIO (hereinafter referred to jointly as the "Union"), for the twenty-seven (27) month period from January 1, 2000 to March 31, 2002 insofar as it is applicable to employees represented by Local 237, and for the twenty-seven (27) month period from April 1, 2000 to June 30, 2002, insofar as it is applicable to employees represented by District Council 37, A.F.S.C.M.E., AFL-CIO and the 144 Division of 1199 Health & Human Service Employees Union/SEIU/AFL-CIO.

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):

53057,001060	Ambulance Technician
001850	Ambulatory Care Technician
21561,215610	Assistant Bio-Medical Equipment Technician
966110,966120	Associate Radiographer
966310,966320	Associate Supervisory Radiographer
005050	Associate Ultrasound Technologist
001360	Beautician
21562,215620	Bio-Medical Equipment Technician
21560,215600	Bio-Medical Equipment Technician Trainee
003350	Certified Respiratory Therapy Technician

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005030,53056	EMS Cadet
96321,96322	Emergency Medical Service Specialist
002220,53053	Emergency Medical Specialist - EMT
002240,53054	Emergency Medical Specialist - Paramedic
53052	EMS Trainee
51313,513130	EEG Technician
51312,513120	EKG Technician
005000	IV Technician
004960	Laboratory Assistant
21512,962710,	Laboratory Associate
962720	
215080	Laboratory Technician
901140,90114,90116	Licensed Barber (incl. DOC)
001860	Maternal and Child Care Technician
005060	Medical Waste Technician
001890	Medicine-Surgery Technician
52015, 520150	Mortuary Technician
964310,964320	Nuclear Medicine Technologist
001900	Operating Room Technician
81804	Orderly
988010	Patient Care Associate
986010	Patient Care Technician
002420	Pharmacy Technician
004950	Phlebotomist
001870	Psychiatric-Social Health Technician
51311,513110	Radiation Technician
004890	Radiographer
001880	Rehabilitation Technician
980000	Respiratory Therapy Aide
003340	Respiratory Therapy Technician
980010,980020	Respiratory Therapy Technician
003330	Respiratory Therapy Technician Trainee
21563,215630	Sr. Bio-Medical Equipment Technician
966510,966520,	Senior Clinician Educator
966530,966540	
001600	Sr. EKG Technician
21509	Sr. Laboratory Technician
21510	Sr. Laboratory Technician (Office of the Chief Medical Examiner)
51336,513360	Sr. Radiation Technician
51335	Sr. X-Ray Technician
00223	Supervising Ambulance Corpsman
53055, 96331,96332	Supervising Emergency Medical Service Specialist
004910	Supervising Nuclear Medicine Technologist

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004900	Supervising Radiographer
51360	Supervisor of X-Ray Technician Services
966950,966960	Ultrasound Technologist
51310	X-Ray Technician

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 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 37.5 hours for the titles of Ambulance Technician, Ambulatory Care Technician, Beautician, EMS Cadet, EMS Trainee, Senior Clinician Educator, Licensed Barber, Maternal and Child Care Technician, Medicine-Surgery Technician, Operating Room Technician, Psychiatric-Social Health Technician, Rehabilitation Technician,

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Supervising Emergency Medical Services Specialist, Emergency Medical Services Specialist, Emergency Medical Specialist - EMT, Emergency Medical Specialist - Paramedic, Patient Care Associate, Patient Care Technician, Pharmacy Technician, Respiratory Therapy Technician Trainee, Respiratory Therapy Technician (980010, 980020) and Supervising Ambulance Corpsman; a normal work week of 40 hours for the title Orderly; and a normal work week of 35 hours for the remaining titles in the bargaining unit. In accordance with Article IX, Section 24 of the 1995-2001 Citywide Agreement, an Employee who works on a full-time, per-diem basis shall receive their base salary (including salary increment schedules) and/or additions-to-gross payment in the same manner as a full-time, per-annum employee. An Employee who works on a part-time per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such Employee and the number of hours in the said normal work week, unless otherwise specified.

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

Per diem rate - $1/261$ of the appropriate minimum basic salary

Hourly Rate -40 hour week basis - $1/2088$ of the appropriate minimum basic salary

-37.5 hour week basis - $1/1957.5$ of the appropriate minimum basic salary.

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

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

Section 2.

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

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For Employees Represented by the 144 Division of 1199:

a. Salaries Effective April 1, 2000

<u>TITLE</u>	i. Minimum*		ii. Maximum
	(1) Hiring Rate	(2) Incumbent Rate	
Laboratory Assistant	\$24,737	\$26,510	\$31,946
Laboratory Associate**			
Level I	\$29,015	\$31,093	\$33,029
Level II	\$31,307	\$33,549	\$34,649
Laboratory Technician @	\$29,015	\$31,093	\$33,029
Phlebotomist	\$26,398	\$28,288	\$34,038
Senior Laboratory Technician	\$31,307	\$33,549	\$34,649
Senior Laboratory Technician (OCME)	\$31,307	\$33,549	\$34,649

@ To be deleted when vacant

* See Article III, Section 4 (New Hires)

** Each appointment to this position at the Health and Hospitals Corporation above the April 1, 2000 minimum will be handled on a case by case basis.

b. Salaries Effective April 1, 2001

<u>TITLE</u>	i. Minimum*		ii. Maximum
	(1) Hiring Rate	(2) Incumbent Rate	
Laboratory Assistant	\$25,726	\$27,570	\$33,224
Laboratory Associate**			
Level I	\$30,176	\$32,337	\$34,350
Level II	\$32,559	\$34,891	\$36,035
Laboratory Technician @	\$30,176	\$32,337	\$34,350
Phlebotomist	\$27,454	\$29,420	\$35,400
Senior Laboratory Technician	\$32,559	\$34,891	\$36,035
Senior Laboratory Technician (OCME)	\$32,559	\$34,891	\$36,035

@ To be deleted when vacant

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- * See Article III, Section 4 (New Hires)
 ** Each appointment to this position at the Health and Hospitals Corporation above the April 1, 2001 minimum will be handled on a case by case basis.

c. Salaries Effective June 30, 2002

TITLE	i. Minimum*		ii. Maximum
	(1) Hiring Rate	(2) Incumbent Rate	
Laboratory Assistant	\$25,964	\$27,825	\$33,531
Laboratory Associate**			
Level I	\$30,455	\$32,636	\$34,668
Level II	\$32,860	\$35,214	\$36,368
Laboratory Technician @	\$30,455	\$32,636	\$34,668
Phlebotomist	\$27,708	\$29,692	\$35,727
Senior Laboratory Technician	\$32,860	\$35,214	\$36,368
Senior Laboratory Technician (OCME)	\$32,860	\$35,214	\$36,368

@ To be deleted when vacant

* See Article III, Section 4 (New Hires)

** Each appointment to this position at the Health and Hospitals Corporation above the June 30, 2002 minimum will be handled on a case by case basis.

For Employees Represented by DC37 Local 2507

a. Salaries Effective April 1, 2000

	i. Minimum*	
	(1) Hiring Rate	(2) Incumbent Rate
EMS Trainee		\$ 22,375
EMS Cadet	\$13,894	\$14,888
Emergency Medical Specialist - EMT		
Emergency Medical Service Specialist		
Level I		
Hiring Rate	\$27,788	\$29,776
After 1 Year	\$30,553	\$30,553

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After 2 Years	\$31,590	\$31,590
After 3 Years	\$33,792	\$33,792
After 5 Years	\$36,575	\$36,575

*See Article III, Section 4 (New Hires)

b. Salaries Effective April 1, 2001

	i. Minimum*	
	(1) Hiring Rate	(2) Incumbent Rate
EMS Trainee		\$23,270
EMS Cadet	\$14,450	\$15,484
Emergency Medical Specialist - EMT Emergency Medical Service Specialist Level I		
Hiring Rate	\$28,900	\$30,967
After 1 Year	\$31,775	\$31,775
After 2 Years	\$32,854	\$32,854
After 3 Years	\$35,144	\$35,144
After 5 Years	\$38,038	\$38,038

*See Article III, Section 4 (New Hires)

a. Salaries Effective April 1, 2000

	(1) Hiring Rate	Minimum*	
		(2) Incumbent Rate	Maximum Rate
Emergency Medical Specialist -Paramedic# Emergency Medical Services Specialist, Level II# Those eligible for Step Plan -			
Hiring	\$33,510	\$35,909	
1 year **	\$36,913	\$36,913	
2 years **	\$38,420	\$38,420	
3 years **	\$42,381	\$42,381	
5 years **	\$45,313	\$45,313	
Without 5-Year Plan	\$35,198	\$35,198	\$38,309

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b. Salaries Effective April 1, 2001

	(1) Hiring Rate	Minimum* (2)Incumbent Rate	Maximum Rate
Emergency Medical Specialist -Paramedic#			
Emergency Medical Services Specialist, Level II#			
Those eligible for Step Plan -			
Hiring	\$34,850	\$37,345	
1 year **	\$38,390	\$38,390	
2 years **	\$39,957	\$39,957	
3 years **	\$44,076	\$44,076	
5 years **	\$47,126	\$47,126	
Without 5-Year Plan	\$36,606	\$36,606	\$39,841

*See Article III, Section 4 (New Hires)

**Years of experience as a Paramedic

#Employees in the titles Emergency Medical Specialist-Paramedic, or Supervising Emergency Medical Service Specialist who are promoted or assigned to Supervising Emergency Medical Service Specialist Level I or II, shall not earn less than such employees would have earned had they not been so promoted or assigned. Such employees shall receive either the appropriate salary rate listed above for their new assignment level or the salary rate they would have received in their old title or assignment level plus the applicable Advancement or Level Increase listed in the collective bargaining agreement for the new title or assignment level.

a. Salaries Effective April 1, 2000

<u>TITLE</u>	(1) Hiring Rate	Minimum* (2)Incumbent Rate	Maximum Rate
Senior Clinician/Educator Level I			
Hiring Rate	\$28,694	\$30,749	Flat Rate
1 year	\$31,524	\$31,524	
2 years	\$32,561	\$32,561	
3 years	\$34,762	\$34,762	
5 years	\$37,545	\$37,545	
Senior Clinician/Educator Level II			
Hiring Rate	\$34,416	\$36,879	Flat Rate
1 year	\$37,924	\$37,924	
2 years	\$39,393	\$39,393	
3 years	\$43,352	\$43,352	
5 years	\$46,282	\$46,282	

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Senior Clinician/Educator

Level III

Hiring Rate	\$29,600	\$31,719	Flat Rate
1 year	\$32,498	\$32,498	
2 years	\$33,533	\$33,533	
3 years	\$35,734	\$35,734	
5 years	\$38,516	\$38,516	

Senior Clinician/Educator

Level IV

Hiring Rate	\$35,322	\$37,851	Flat Rate
1 year	\$38,895	\$38,895	
2 years	\$40,363	\$40,363	
3 years	\$44,324	\$44,324	
5 years	\$47,256	\$47,256	

NOTE:

*See Article III, Section 4 (New Hires).

b. Salaries Effective April 1, 2001

<u>TITLE</u>	Minimum*		Maximum <u>Rate</u>
	(1) Hiring <u>Rate</u>	(2) Incumbent <u>Rate</u>	
Senior Clinician/Educator			
Level I			Flat Rate
Hiring Rate	\$29,842	\$31,979	
1 year	\$32,785	\$32,785	
2 years	\$33,863	\$33,863	
3 years	\$36,152	\$36,152	
5 years	\$39,047	\$39,047	
Senior Clinician/Educator			
Level II			Flat Rate
Hiring Rate	\$35,793	\$38,354	
1 year	\$39,441	\$39,441	
2 years	\$40,969	\$40,969	
3 years	\$45,086	\$45,086	
5 years	\$48,133	\$48,133	

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Senior Clinician/Educator

Level III

Hiring Rate	\$30,784	\$32,988	Flat Rate
1 year	\$33,798	\$33,798	
2 years	\$34,874	\$34,874	
3 years	\$37,163	\$37,163	
5 years	\$40,057	\$40,057	

Senior Clinician/Educator

Level IV

Hiring Rate	\$36,735	\$39,365	Flat Rate
1 year	\$40,451	\$40,451	
2 years	\$41,978	\$41,978	
3 years	\$46,097	\$46,097	
5 years	\$49,146	\$49,146	

NOTE:

*See Article III, Section 4 (New Hires).

For Employees Represented by DC37 local 3621

a. Salaries Effective April 1, 2000

<u>TITLE</u>	<u>Minimum Rate</u>	<u>Maximum Rate</u>
Supervising EMS Specialist**		
Level I		
Hiring Rate	\$43,451	Flat Rate
3 years	\$45,951	
5 years	\$48,987	
 Supervising EMS Specialist**		
Level II		
Hiring Rate	\$44,937	Flat Rate
3 years	\$47,438	
5 years	\$50,296	
 Supervising Ambulance Corpsman **	\$40,285	Flat Rate

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b. Salaries Effective April 1, 2001

<u>TITLE</u>	<u>Minimum Rate</u>	<u>Maximum Rate</u>
Supervising EMS Specialist** Level I		
Hiring Rate	\$45,189	Flat Rate
3 years	\$47,789	
5 years	\$50,946	
Supervising EMS Specialist** Level II		
Hiring Rate	\$46,734	Flat Rate
3 years	\$49,336	
5 years	\$52,308	
Supervising Ambulance Corpsman **	\$41,896	Flat Rate

** Employees in the titles Supervising Ambulance Corpsman, Emergency Medical Specialist-Paramedic, Emergency Medical Specialist Level II, or Supervising Emergency Medical Service Specialist who are promoted or assigned to Supervising Emergency Medical Service Specialist Level I or II, shall not earn less than such employees would have earned had they not been so promoted or assigned. Such employees shall receive either the appropriate salary rate listed above for their new assignment level or the salary rate they would have received in their old title or assignment level plus the applicable Advancement or Level Increase listed in the collective bargaining agreement for the new title or assignment level.

For Employees Represented by DC 37 Local 420**a. Salaries Effective April 1, 2000**

	i. Minimum*		ii. Maximum <u>Rate</u>
	(1) Hiring <u>Rate</u>	(2) Incumbent <u>Rate</u>	
Ambulance Technician	\$25,158	\$26,958	\$31,546
Ambulatory Care Technician	\$25,158	\$26,958	\$31,546
Asst. Bio-Med Equipment Technician	\$26,007	\$27,870	\$31,579
Beautician	\$24,090	\$25,814	\$30,272
Bio-Med Equipment Technician ***	\$29,735	\$31,866	\$36,082
Bio-Med Equipment Technician Trainee	\$24,024	\$25,744	Flat Rate
Certified Respiratory Therapy Tech. @	\$30,102	\$32,257	\$39,383
IV Technician	\$28,413	\$30,449	\$36,617
Licensed Barber (including DOC)	\$24,090	\$25,814	\$30,272
Maternal & Child Care Technician	\$25,158	\$26,958	\$31,546
Medical Waste Technician	\$25,718	\$27,560	\$32,154

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Medicine & Surgery Technician	\$25,158	\$26,958	\$31,546
Mortuary Technician	\$26,563	\$28,464	\$32,378
Operating Room Technician	\$25,158	\$26,958	\$31,546
Patient Care Associate #	see footnote	\$28,179	\$32,918
Patient Care Technician #	see footnote	\$26,026	\$30,062
Pharmacy Technician #	see footnote	\$29,291	\$32,804
Psychiatric Social Health Technician	\$25,158	\$26,958	\$31,546
Rehabilitation Technician	\$25,158	\$26,958	\$31,546
Respiratory Therapy Aide	\$23,263	\$24,927	\$30,252
Respiratory Therapy Technician @	\$26,699	\$28,612	\$33,358
Respiratory Therapy Technician ***			
Level I	\$26,699	\$28,612	\$33,358
Level II	\$30,102	\$32,257	\$39,383
Respiratory Therapy Tech. Trainee @	\$23,263	\$24,927	\$30,252
Senior Bio-Med Equipment Technician ***	\$33,027	\$35,391	\$40,857

NOTE:

- @ To be deleted
 * See Article III, Section 4 (New Hires).
 *** Each appointment to this position at the Health and Hospitals Corporation above the April 1, 2000 minimum will be handled on a case by case basis.
 # Footnote (*) is not applicable.

b. Salaries Effective April 1, 2001

	i. Minimum*		ii. Maximum Rate
	(1) Hiring Rate	(2) Incumbent Rate	
Ambulance Technician	\$26,164	\$28,036	\$32,808
Ambulatory Care Technician	\$26,164	\$28,036	\$32,808
Asst. Bio-Med Equipment Technician	\$27,047	\$28,985	\$32,842
Beautician	\$25,054	\$26,847	\$31,483
Bio-Med Equipment Technician ***	\$30,924	\$33,141	\$37,525
Bio-Med Equipment Technician Trainee	\$24,985	\$26,774	Flat Rate
Certified Respiratory Therapy Tech. @	\$31,306	\$33,547	\$40,958
IV Technician	\$29,550	\$31,667	\$38,082
Licensed Barber (including DOC)	\$25,054	\$26,847	\$31,483
Maternal & Child Care Technician	\$26,164	\$28,036	\$32,808
Medical Waste Technician	\$26,747	\$28,662	\$33,440
Medicine & Surgery Technician	\$26,164	\$28,036	\$32,808
Mortuary Technician	\$27,626	\$29,603	\$33,673

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Operating Room Technician	\$26,164	\$28,036	\$32,808
Patient Care Associate #	see footnote	\$29,306	\$34,235
Patient Care Technician #	see footnote	\$27,067	\$31,264
Pharmacy Technician #	see footnote	\$30,463	\$34,116
Psychiatric Social Health Technician	\$26,164	\$28,036	\$32,808
Rehabilitation Technician	\$26,164	\$28,036	\$32,808
Respiratory Therapy Aide	\$24,194	\$25,924	\$31,462
Respiratory Therapy Technician @	\$27,767	\$29,756	\$34,692
Respiratory Therapy Technician ***			
Level I	\$27,767	\$29,756	\$34,692
Level II	\$31,306	\$33,547	\$40,958
Respiratory Therapy Tech. Trainee @	\$24,194	\$25,924	\$31,462
Senior Bio-Med Equipment Technician ***	\$34,348	\$36,807	\$42,491

NOTE:

- @ To be deleted
- * See Article III, Section 4 (New Hires).
- *** Each appointment to this position at the Health and Hospitals Corporation above the April 1, 2001 minimum will be handled on a case by case basis.
- # Footnote (*) is not applicable.

c. Salaries Effective June 30, 2002

	i. Minimum*		ii. Maximum
	(1) Hiring Rate	(2) Incumbent Rate	
Ambulance Technician	\$26,406	\$28,295	\$33,111
Ambulatory Care Technician	\$26,406	\$28,295	\$33,111
Asst. Bio-Med Equipment Technician	\$27,297	\$29,253	\$33,146
Beautician	\$25,286	\$27,095	\$31,774
Bio-Med Equipment Technician ***	\$31,210	\$33,447	\$37,872
Bio-Med Equipment Technician Trainee	\$25,216	\$27,022	Flat Rate
Certified Respiratory Therapy Tech. @	\$31,595	\$33,857	\$41,337
IV Technician	\$29,823	\$31,960	\$38,434
Licensed Barber (including DOC)	\$25,286	\$27,095	\$31,774
Maternal & Child Care Technician	\$26,406	\$28,295	\$33,111
Medical Waste Technician	\$26,994	\$28,927	\$33,749
Medicine & Surgery Technician	\$26,406	\$28,295	\$33,111
Mortuary Technician	\$27,881	\$29,877	\$33,984
Operating Room Technician	\$26,406	\$28,295	\$33,111
Patient Care Associate #	see footnote	\$29,577	\$34,552

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Patient Care Technician #	see footnote	\$27,317	\$31,553
Pharmacy Technician #	see footnote	\$30,745	\$34,431
Psychiatric Social Health Technician	\$26,406	\$28,295	\$33,111
Rehabilitation Technician	\$26,406	\$28,295	\$33,111
Respiratory Therapy Aide	\$24,418	\$26,164	\$31,753
Respiratory Therapy Technician @	\$28,024	\$30,031	\$35,013
Respiratory Therapy Technician ***			
Level I	\$28,024	\$30,031	\$35,013
Level II	\$31,595	\$33,857	\$41,337
Respiratory Therapy Tech. Trainee @	\$24,418	\$26,164	\$31,753
Senior Bio-Med Equipment Technician ***	\$34,666	\$37,147	\$42,884

NOTE:

- @ To be deleted
- * See Article III, Section 4 (New Hires).
- *** Each appointment to this position at the Health and Hospitals Corporation above the June 30, 2002 minimum will be handled on a case by case basis.
- # Footnote (*) is not applicable.

For Employees Represented by IBT Local 237

a. Salaries Effective January 1, 2000

Titles	i. Minimum*		ii. Maximum
	(1) Hiring <u>Rate</u>	(2) Incumbent <u>Rate</u>	
Associate Radiographer ***			
Level I	\$36,659	\$39,284	\$40,180
Level II	\$38,881	\$41,666	\$42,849
Assoc. Supervisory Radiographer ***			
Level I	\$41,102	\$44,045	\$45,842
Level II	\$44,435	\$47,616	\$52,355
Assoc. Ultrasound Technologist ***	\$46,514	\$49,845	\$54,829
Electrocardiograph Technician	\$26,019	\$27,882	\$32,787
Electroencephalograph Tech. **	\$27,593	\$29,570	\$33,927
Nuclear Medicine Technologist ***			
Level I	\$32,915	\$35,274	\$36,170
Level II	\$35,368	\$37,901	\$38,797
Orderly	\$25,914	\$27,768	Flat Rate
Radiation Technician ***	\$33,326	\$35,713	\$36,620
Radiographer ***	\$34,439	\$36,903	\$37,800

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Sr. Electrocardiograph Tech. **	\$28,434	\$30,471	\$36,236
Senior Radiation Technician ***	\$35,368	\$39,284	\$40,180
Senior X-ray Technician ***	\$35,368	\$39,284	\$40,180
Sprvsg. Nucl. Medicine Technlgst ***	\$37,775	\$40,480	\$42,196
Supervising Radiographer #	\$41,102	\$44,045	\$45,842
Spvr. Of X-ray Tech. Services ***	\$41,102	\$44,045	\$45,842
Ultrasound Technologist ***			
Level I	\$37,452	\$40,135	\$43,761
Level II	\$41,077	\$44,019	\$49,196
X-ray Technician ***	\$34,439	\$36,903	\$37,800
Level I	\$34,439	\$36,903	\$37,800
Level II	\$35,368	\$39,284	\$40,180
Level III	\$41,102	\$44,045	\$45,842

Note:

*See Article III, Section 4 (New Hires).

**An additional amount of \$956 is to be paid to employees in the titles Electroencephalograph Technician (51313, 513130) and Sr. Electrocardiograph Technician (001600) after one year of service.

***Each appointment to this position above the post January 1, 2000 minimum will be handled on a case by case basis.

#Each appointment to this position at the Health and Hospitals Corporation above the January 1, 2000 minimum will be handled on a case by case basis.

a. Salaries Effective January 1, 2001

i. Minimum*

Titles	(1) Hiring Rate	(2) Incumbent Rate	ii. Maximum Rate
Associate Radiographer ***			
Level I	\$38,125	\$40,855	\$41,787
Level II	\$40,436	\$43,333	\$44,563
Assoc. Supervisory Radiographer ***			
Level I	\$42,746	\$45,807	\$47,676
Level II	\$46,212	\$49,521	\$54,449
Assoc. Ultrasound Technologist ***	\$48,375	\$51,839	\$57,022
Electrocardiograph Technician	\$27,060	\$28,997	\$34,098
Electroencephalograph Tech. **	\$28,697	\$30,753	\$35,284
Nuclear Medicine Technologist ***			
Level I	\$34,232	\$36,685	\$37,617
Level II	\$36,783	\$39,417	\$40,349

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Orderly	\$26,951	\$28,879	Flat Rate
Radiation Technician ***	\$34,659	\$37,142	\$38,085
Radiographer ***	\$35,817	\$38,379	\$39,312
Sr. Electrocardiograph Tech. **	\$29,571	\$31,690	\$37,685
Senior Radiation Technician ***	\$36,783	\$40,855	\$41,787
Senior X-ray Technician ***	\$36,783	\$40,855	\$41,787
Sprvsg. Nucl. Medicine Technlgst ***	\$39,286	\$42,099	\$43,884
Supervising Radiographer #	\$42,746	\$45,807	\$47,676
Spvr. Of X-ray Tech. Services ***	\$42,746	\$45,807	\$47,676
Ultrasound Technologist ***			
Level I	\$38,950	\$41,740	\$45,511
Level II	\$42,720	\$45,780	\$51,164
X-ray Technician ***	\$35,817	\$38,379	\$39,312
Level I	\$35,817	\$38,379	\$39,312
Level II	\$36,783	\$40,855	\$41,787
Level III	\$42,746	\$45,807	\$47,676

Note:

*See Article III, Section 4 (New Hires).

**An additional amount of \$956 is to be paid to employees in the titles Electroencephalograph Technician (51313, 513130) and Sr. Electrocardiograph Technician (001600) after one year of service.

***Each appointment to this position above the post January 1, 2001 minimum will be handled on a case by case basis.

#Each appointment to this position at the Health and Hospitals Corporation above the January 1, 2001 minimum will be handled on a case by case basis.

Section 3. - General Wage Increase

For Employees represented by District Council 37 Locals 2507 and 3621:

- 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 session, hourly paid and part-time per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in subsections 3 (a)(i) and 3(a)(ii) on the basis of computation heretofore utilized by the parties for all such Employees.
- b. The increases provided for in Section 3(a) above shall be calculated as follows:

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- 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.

For Employees represented by District Council 37 Local 420 and the 144 Division of 1199:

- c. 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. Effective June 30, 2002, Employees shall receive an additional general increase of .9246 percent.
 - iv. Part-time per annum, per session, hourly paid and part-time per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in subsections 3(c)(i), 3(c)(ii) and 3(c)(iii) on the basis of computations heretofore utilized by the parties for all such Employees.
- d. The increases provided for in Section 3(c) above shall be calculated as follows:
 - i. The general increase in Section 3(c)(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(c)(ii) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on March 31, 2001;
 - iii. The general increase in Section 3(c)(iii) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on June 29, 2002.

For Employees represented by Local 237:

- e. The general increases, effective as indicated, shall be:
 - i. Effective January 1, 2000, Employees shall receive a general increase of 4 percent.
 - ii. Effective January 1, 2001, Employees shall receive an additional general increase of 4 percent.
 - iii. Part-time per annum, per session, hourly paid and part-time per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in subsections 3 (e)(i) and 3 (e)(ii) on the basis of computation heretofore utilized by the parties for all such Employees.

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- f. The increases provided for in Section 3(e) above shall be calculated as follows:
- i. The general increase in Section 3(e)(i) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on December 31, 1999;
 - ii. The general increase in Section 3(e)(ii) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on December 31, 2000.
- g.
- 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(a)(i), 3(a)(ii), 3(c)(i), 3(c)(ii), 3(e)(i) and 3(e)(ii) only shall be applied to the following additions to gross: uniform allowances, equipment allowances, transportation allowances, uniform maintenance allowances, assignment differentials, service increments, longevity differentials, longevity increments, recurring increment payments, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials.

Section 4. New Hires.

For Employees represented by District Council 37 Locals 2507 and 3621:

- a. For the purposes of Section 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 laid off or terminated due to a civil service list who are appointed from a civil service list within one year of such termination.

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- 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 VII of this Agreement.
- b. Any Employee hired prior to April 1, 2000 and appointed as a reduced hiring rate pursuant to Section 4(b)(iv) of the 1995 - 2000 Hospital Technicians Unit 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(g)(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 subsections 4(c).

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For Employees represented by District Council 37 Local 420 and the 144 Division of 1199:

- f. For the purposes of Sections 4(h) and 4(i), 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), 2(b)(i)(2) and 2(c)(i)(2) of this Article III:
- i. Employees who return to active status from an approved leave of absence.
 - ii. Employees in active status (whether full or part-time) appointed to permanent status from a civil service list, or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.
 - iii. Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or who were subject to involuntary redeployment.
 - iv. Provisional Employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.
 - v. Permanent Employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.
 - vi. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
 - vii. A provisional Employee who is appointed directly from one provisional appointment to another.
 - viii. For Employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor Relations is empowered to issue, on a case-by-case basis, interpretations concerning application of this Section 4. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in Article VII of this Agreement.
- g. Any Employee hired prior to April 1, 2000 and appointed at a reduced hiring rate pursuant to Section 4(b)(iv) of the 1995-2000 Hospital Technicians Unit 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.
- h. 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), 2(b)(i)(1) and 2(c)(i)(1) of this Article III. Upon completion of one year of service, such Employee shall be paid the indicated minimum "incumbent rate" for the applicable title that is in effect on the one year anniversary of the Employee's original date of appointment as set forth in subsections 2(a)(i)(2), 2(b)(i)(2) and 2(c)(i)(2) of this Article III.

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- i. 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(g)(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.
- j. The First Deputy Commissioner of Labor Relations may, after notification to the affected union(s), exempt certain hard to recruit titles from the provisions of subsections 4(j).

For Employees represented by Local 237:

- k. For the purposes of Sections 4(m) and 4(n), Employees 1) who were in active pay status before January 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(f)(i)(2) and 2(g)(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

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shall not be subject to the dispute resolution procedures set forth in Article VI of this Agreement.

- l.** Any Employee hired prior January 1, 2000 and appointed at a reduced hiring rate pursuant to Section 4(b)(iv) of the 1995-2000 Hospital Technicians Unit Agreement, shall be paid the applicable minimum "hiring rate" set forth in subsection 2(f)(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(f)(i)(2) of this Article III.
- m.** The appointment rate for any Employee newly hired between January 1, 2000 and March 31, 2002, shall be the applicable minimum "hiring rate" set forth in subsections 2(f)(i)(1) and 2(g)(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(f)(i)(2) and 2(g)(i)(2) of this Article III.
- n.**

 - 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(g)(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.
- o.** The First Deputy Commissioner of Labor Relations may, after notification to the affected union(s), exempt certain hard to recruit titles from the provisions of subsections 4(m).
- p.** 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(p) 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 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.

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- 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).
- q. "Qualified inactive service" is defined for the purposes of Section 4(p) 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

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advancement to the indicated title on the effective date of the general increase specified in Section 3 of this Article, such general increase shall not be applied, but the general increase, if any, provided to be effective as of such date for the title formerly occupied shall be applied.

Section 6.

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

Section 7.

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

For Employees Represented by DC37 and the 144 Division of 1199:

<u>TITLE</u>	<u>ADVANCEMENT INCREASE</u>	
	Effective	
	<u>4/1/00</u>	<u>4/1/01</u>
Ambulance Technician	\$876	\$911
Ambulatory Care Technician	\$876	\$911
Asst. Bio-Medical Equipment Technician	\$876	\$911
Bio-Medical Equipment Technician	\$876	\$911
Certified Respiratory Therapy Technician	\$925	\$962
EMS - Paramedic	\$1,058	\$1,100
Maternal and Child Care Technician	\$876	\$911
Medicine-Surgery Technician	\$876	\$911
Operating Room Technician	\$876	\$911
Psychiatric-Social Health Technician	\$876	\$911
Rehabilitation Technician	\$876	\$911
Respiratory Therapy Technician*	\$876	\$911
Respiratory Therapy Technician, Level I	\$876	\$911
Senior Bio-Medical Equipment Technician	\$977	\$1,016

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Senior Laboratory Technician	\$668	\$695
Senior Laboratory Technician (Office of the Chief Medical Examiner)	\$668	\$695
Supervising Ambulance Corpsman	\$1,251	\$1,301
Supervising EMS Specialist, Level I	\$1,251	\$1,301

For Employees Represented by IBT Local 237:

<u>TITLE</u>	<u>ADVANCEMENT INCREASE</u>	
	Effective	
	<u>1/1/00</u>	<u>1/1/01</u>
Associate Radiographer, Level I	\$731	\$760
Associate Supervisory Radiographer, Level I	\$864	\$899
Nuclear Medicine Technologist	\$753	\$783
Senior EKG Technician	\$731	\$760
Senior Radiation Technician	\$731	\$760
Senior X-Ray Technician	\$731	\$760
Supervising Radiographer, Level I	\$864	\$899
Supervisor of X-Ray Technician Services	\$864	\$899
Supervising Nuclear Medicine Technologist	\$864	\$899

*To be deleted

For Employees Represented by DC37 and the 144 Division of 1199:

	<u>LEVEL INCREASE</u>	
	<u>4/1/00</u>	<u>4/1/01</u>
	EMS Specialist, Level II	\$1,058
Laboratory Associate, Level II	\$668	\$695
Respiratory Therapy Technician, Level II	\$925	\$962
Supervising EMS Specialist, Level II	\$1,346	\$1,400

For Employees Represented by IBT Local 237:

	<u>1/1/00</u>	<u>1/1/01</u>
Associate Radiographer, Level II	\$798	\$830
Associate Supervisory Radiographer, Level II	\$936	\$973
X-Ray Technician Level II	\$731	\$760
X-Ray Technician Level III	\$864	\$899

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Supervising Radiographer, Level II

\$936 \$973

Section 8. Longevity Increment: District Council 37

- a. Employees with 15 years or more of "City" service in pay status shall receive a longevity increment of \$800 per annum.
- b. The rules for eligibility for the longevity increment described above in subsection 8a, shall be set forth in Appendix A of this Agreement and are incorporated by reference herein.
- c. The provisions of Section 3(c) (iii) of this Agreement shall not apply to the longevity increment set forth in this Section.

Section 9. Longevity Payment Applicable to Employees Represented by Local 237, IBT

- a. Employees with 15 years or more of "City" service in pay status who are not already eligible for a longevity differential or service increment established by the Salary Review or Equity Panel shall receive an increment of \$500 per annum.
- b. The rules for eligibility for the longevity increment described above in subsection 9a. shall be set forth in Appendix B to this Agreement and are incorporated by reference herein.

Section 10. 8, 10, and 15 Year Longevity Increments Applicable to Employees Represented by the 144 Division of 1199

- a. Effective June 1, 1999, Employees with 15 years or more of City service in pay status shall continue to receive a non-pensionable longevity increment of \$1,138 per annum. This longevity increment shall be pensionable. The 15 year longevity increment shall not be increased by future collective bargaining increases without specific agreement to do so by the parties.
- b. The rules for eligibility for the longevity increment described above in subsection 10(a) shall be set forth in Appendix C to this Agreement which shall be incorporated by reference herein. Additional rules for eligibility for the longevity increment described in subsection 10(a) above may be established.
- c. Effective June 1, 1999, Employees with 10 years or more of City service in pay status shall receive a per annum longevity increment of \$266 per annum in addition to the longevity increment specified in Article III, subsection 10(a) above. This longevity increment shall not be increased by future collective bargaining increases without specific agreement to do so by the parties.
- d. The rules for eligibility for the longevity increment described in subsection 10(c) shall be set forth in Appendix D to this Agreement which shall be incorporated by reference herein. Additional rules for eligibility for the longevity increment described in subsection 10(c) may be established. If and when

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established, they will be made part of this agreement by amendment.

e. Effective June 1, 1999 Employees with eight or more years of City service in pay status shall receive a pensionable longevity increment of \$292 per annum in addition to the longevity increments described in Article III, subsections 10(a) and 10(c) above. The \$292 longevity increment shall not be increased by future collective bargaining increases without specific agreement to do so by the parties.

f. The rules for eligibility for the longevity increment described in subsection 10(e) shall be set forth in Appendix E to this Agreement which shall be incorporated by reference herein. Additional rules for eligibility for the longevity increment described in subsection 10(e) may be established. If and when established, they will be made part of this agreement by amendment.

Section 11. Differentials

A. EKG Technician

A pro-rated annual differential in the amount stated below shall be provided for each EKG Technician designated in charge of an Electrocardiograph Laboratory in which three (3) subordinate EKG Technicians are regularly employed:

<u>Effective Date</u>	<u>Annual Amount</u>
1/1/00	\$678
1/1/01	\$705

B. Licensed Barber/Beautician

(i) A differential in the pro-rated annual amount stated below shall continue to be provided for one (1) Barber in each hospital, where four (4) or more Barbers are employed, who is duly assigned and designated as Barber-In-Charge to supervise the scheduling and performance of barber services in such a hospital:

<u>Effective Date</u>	<u>Annual Amount</u>
4/1/00	\$712
4/1/01	\$740

(ii) A differential in the pro-rated annual amount stated below shall continue to be provided for one (1) Beautician who is duly assigned and designated as Beautician-In-Charge to supervise the scheduling and performance of beautician services in Bird S. Coler, Goldwater, and Seaview Hospitals:

<u>Effective Date</u>	<u>Annual Amount</u>
4/1/00	\$712
4/1/01	\$740

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C. Mortuary Technician

A differential in the pro-rated annual amount stated below for the performance of the more difficult and responsible duties of Mortuary Technician shall be provided for all such positions at the Office of the Chief Medical Examiner, and for Mortuary Technicians employed by the Health and Hospitals Corporation who regularly perform such duties. More difficult and responsible duties to be regularly performed as a major function of such a position shall include assisting a pathologist with the physically arduous procedures of the autopsy, e.g., removing of the skull cap, weighing of the organs, and opening of the intestines:

<u>Effective Date</u>	<u>Annual Amount</u>
4/1/00	\$1,425
4/1/01	\$1,482

D. Orderly

A pro-rated annual amount stated below shall be provided for an Orderly who is regularly assigned to perform field investigatory work:

<u>Effective Date</u>	<u>Annual Amount</u>
1/1/00	\$486
1/1/01	\$505

E. Mervan

A differential in the daily amount stated below shall be provided for each EMS Specialist Levels I and II, Emergency Medical Specialist-EMT, Emergency Medical Specialist-Paramedic, Supervising EMS Specialist Levels I and II or Supervising Ambulance Corpsman, who is required to drive the "Mervan":

<u>Effective Date</u>	<u>Daily Amount</u>
4/1/00	\$8.03/day
4/1/01	\$8.35/day

F. Department of Correction

A pro-rated annual differential in the amounts stated below shall be provided to each employee regularly assigned to a Department of Correction prison facility as further specified below:

- (i) For the titles EKG Technician, EEG Technician, Sr. EKG Technician, X-Ray Technician, Senior X-Ray Technician, Supervisor of X-Ray Technician Services, Radiation Technician, Sr. Radiation Technician and Orderly:

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<u>Effective Date</u>	<u>Annual Amount</u>
1/1/00	\$419
1/1/01	\$436

- (ii) For the titles Laboratory Technician, Laboratory Associate, Sr. Laboratory Technician and Sr. Laboratory Technician (Office of the Chief Medical Examiner):

<u>Effective Date</u>	<u>Annual Amount</u>
4/1/00	\$419
4/1/01	\$436

- (iii) For all other titles:

<u>Effective Date</u>	<u>Annual Amount</u>
4/1/00	\$610
4/1/01	\$634

G. EMS Communications

A differential in the pro-rata annual amount stated below shall be provided to employees in the titles Ambulance Technician, Emergency Medical Specialist - EMT, Emergency Medical Specialist - Paramedic, EMS Specialist Levels I and II, Supervising EMS Specialist Levels I and II and Supervising Ambulance Corpsman who are regularly assigned to work in the EMS Communications Division.

<u>Effective Date</u>	<u>Annual Amount</u>
4/1/00	\$930
4/1/01	\$967

H. Laboratory Technician, Laboratory Associate and Phlebotomist

- a. Employees in the titles Laboratory Technician and Laboratory Associate employed by the Department of Health who are assigned to perform EKG's shall receive an assignment differential in the annual amounts stated below. Said assignment differential shall be paid only for those hours that the employee is assigned to and perform EKG's.

<u>Effective Date</u>	<u>Annual Amount</u>
4/1/00	\$1,104
4/1/01	\$1,148

- b. Employees in the title Phlebotomist employed by the Department of Health who are assigned to perform EKG's shall receive an assignment differential in the annual amount c specified below. Said assignment differential shall be paid only for those hours that the employee is assigned to and

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perform EKG's.

Effective 4/1/00 \$1,104

Effective 4/1/01 \$1,148

Section 12. Uniform Allowance

a. Where a full uniform is required by the hospital or agency and the same is not supplied, an annual allowance in the amount specified below shall be provided for the titles listed below as follows:

<u>Eligible Titles</u>	<u>Annual Amounts</u>	
	<u>1/1/00</u>	<u>1/1/01</u>
Ambulance Technician	\$432	\$449
Ambulatory Care Technician	\$432	\$449
Assistant Bio-Medical Equipment Technician	\$432	\$449
Bio-Medical Equipment Technician Trainee	\$432	\$449
Bio-Medical Equipment Technician	\$432	\$449
Certified Respiratory Therapy Technician	\$432	\$449
IV Technician	\$432	\$449
Maternal and Child Care Technician	\$432	\$449
Medicine-Surgery Technician	\$432	\$449
Operating Room Technician	\$432	\$449
Patient Care Associate	\$432	\$449
Patient Care Technician	\$432	\$449
Psychiatric-Social Health Technician	\$432	\$449
Rehabilitation Technician	\$432	\$449
Respiratory Therapy Aide	\$432	\$449
Respiratory Therapy Technician	\$432	\$449
Respiratory Therapy Technician Trainee	\$432	\$449
Sr. Bio-Medical Equipment Technician	\$432	\$449

	<u>Annual Amount</u>	
	<u>1/1/00</u>	<u>1/1/01</u>
EEG Technician	\$336	\$349
EKG Technician	\$336	\$349
Sr. EKG Technician	\$336	\$349
Orderly	\$161	\$167

b. Licensed Barber/Beautician

The employing agency shall provide on a pro-rata basis three (3) uniforms annually to each incumbent who is required to wear a uniform in the titles of Licensed Barber and Beautician.

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Section 13. Quartermaster for EMS Titles

a. A uniform maintenance allowance in the below listed amounts is established for the titles Supervising EMS Specialist Level I, Supervising EMS Specialist Level II, Emergency Medical Specialist-EMT, Emergency Medical Specialist-Paramedic, Emergency Medical Service Specialist, EMS Cadet and Supervising Ambulance Corpsman.

<u>Effective Date</u>	<u>Amount</u>
4/1/00	\$115
4/1/01	\$120

b. The New York City Fire Department, through its quartermaster program, shall initially purchase and supply the following listed articles of clothing in the quantities designated for each member of the Emergency Medical Service in the above-referenced titles:

EMT and Paramedics

<u>Field Uniform</u>		
EMS Boot or Workshoe		1
Trousers, Work		5
Utility Belt		1
Shirt, Work Long Sleeve Navy, EMT/Paramedic		5
Golf Shirt, Navy Blue, EMT/Paramedic		5
Insignia, Shirt EMS		1
Jacket Work Admin, EMT/Paramedic		1
EMS Work Duty Coat		1
Cap, EMS Work		1
Job Shirt, EMT/Paramedic		1

EMT and Paramedics

<u>Dress Uniform</u>		
Footwear, Dress		1
Trousers, Dress		1
Belt		1
Shirt, Dress Long Sleeve Lt. Blue		1
Shirt, Dress Short Sleeve Lt. Blue		1
Coat, Dress		1
Coat, All Weather		1
Gloves, White		1
Neck Tie		1
Cap, Dress		1
Cap Badge, EMS		1
Tie Clasp, Silver		1

Supervising Emergency Medical Specialists Level I and Level II

<u>Field Uniform</u>		
EMS Boot or Workshoe		1
Trousers, Work		5
Utility Belt		1
Shirt, Work Long Sleeve Lt. Blue		5
Shirt, Work Short Sleeve Lt. Blue		5
Insignia, Shirt, LT/CAPT		1
Insignia, Shirt Star of Life		1

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Jacket Work Admin, EMS	1
Insignia, Embroidery for Jacket	1
EMS Work Duty Coat	1
Cap, EMS Work	1
Job Shirt, EMT or Paramedic	1

Supervising Emergency Medical Specialists Level I and Level II

<u>Dress Uniform</u>	Footwear, Dress	1
	Trousers, Dress	1
	Belt	1
	Shirt, Dress Long Sleeve White	1
	Shirt, Dress Short Sleeve White	1
	Coat, Dress Officer	1
	Stripe(s), for Dress Coat	1
	Lapel Pin, Dress Coat, LT/CAPT	1
	Insignia, Coat, LT/CAPT	1
	Coat, All Weather	1
	Gloves, White	1
	Neck Tie	1
	Cap, Dress	1
	Cap Badge, EMS Officer	1
	Tie Clasp, Silver	1

- c. Substitutions of items and quantities listed in Section 13(b) above may be made upon the agreement of the parties.
- d. Tailors will be available at the quartermaster store to make alterations, including but not limited to hemming trousers, attaching insignia, replacing buttons, adjusting waist size and replacing zippers. Such alterations will be made at no charge to the employee.
- e. All issued clothing received from the quartermaster is property of the New York City Fire Department. Employees are responsible for the proper care, cleaning and safeguarding of all issued clothing. Damaged clothing will be repaired or replaced at the expense of the Department, unless the employee was negligent in the care of the item whereupon the employee will be charged for the cost of repairing or replacing the item.
- f. Employees must return all uniforms and equipment issued by the New York City Fire Department upon retirement, resignation or termination.
- g. The maintenance allowance in Section 13(a) above will be issued free from Federal and New York State withholding taxes to those employees who file an affidavit with the New York City Fire Department in which they attest that the funds received are to reimburse them for expenses incurred in cleaning and maintaining their uniforms.

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Section 14. Equipment Allowance

A pro-rated annual allowance in the amount stated below shall be provided for the repair, maintenance and replacement of the equipment used by Licensed Barbers and Beauticians in the performance of their duties:

<u>Effective Date</u>	<u>Annual Amount</u>
4/1/00	\$149
4/1/01	\$155

Section 15. Certified Operating Room Technicians

Operating Room Technicians certified by the National Association of Surgical Technologists shall receive a certification differential in the pro-rata annual amount stated below.

<u>Effective Date</u>	<u>Annual Amount</u>
4/1/00	\$984
4/1/01	\$1,023

Section 16. EMS Training Academy

Employees in the titles Emergency Medical Specialist Levels I and II, Emergency Medical Specialist-EMT, Emergency Medical Specialist-Paramedic, and Supervising Emergency Medical Specialist Levels I and II, Supervising Ambulance Corpsman or their direct successor titles, who are assigned in any training or instructional capacity in the Emergency Medical Services Training Academy shall be paid a pro-rata annual assignment differential in the amounts stated below as follows:

- a. Employees who are New York State Certified Lab Instructors:

<u>Effective Date</u>	<u>Annual Amount</u>
4/1/00	\$970
4/1/01	\$1,009

- b. Employees who are New York State Certified Instructor Coordinators:

<u>Effective Date</u>	<u>Annual Amount</u>
4/1/00	\$1,943
4/1/01	\$2,021

Said assignment differential shall be paid for such time as the Employee is assigned to training or instructional duties at the Academy, is performing said training and instructional duties, and maintains his/her State certification.

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Section 17. Training Fund

a. Pursuant to the provisions of a separate agreement between the City and District Council 37, a training fund contribution at the rate of twenty-five dollars (\$25) per annum, shall continue to be made to the District Council Education Fund on behalf of each full-time per annum incumbent in the titles listed below, provided however that no contribution shall be made to such fund during any period in which the separate agreement between the City and District Council 37 relating to the operation of such fund is of no force and effect. This section shall be subject to the waiver in Article IV, Section 1(b).

Eligible Titles

Ambulance Technician
 Ambulatory Care Technician
 Assistant Bio-Medical Equipment Technician
 Beautician
 Bio-Medical Equipment Technician
 Bio-Medical Equipment Technician Trainee
 Certified Respiratory Therapy Technician
 Licensed Barber
 Maternal and Child Care Technician
 Medical Waste Technician
 Medicine-Surgery Technician
 Mortuary Technician
 Operating Room Technician
 Psychiatric-Social Health Technician
 Rehabilitation Technician
 Respiratory Therapy Aide, Level I
 Respiratory Therapy Aide, Level II
 Respiratory Therapy Technician
 Respiratory Therapy Technician Trainee
 Senior Bio-Medical Equipment Technician

b. Pursuant to the provisions of a separate agreement between the City and the 144 Division of Local 1199, a training fund contribution of \$9,838 per annum shall continue to be made to the Local 144 Civil Service Division Welfare Fund for the purpose of providing opportunities for the training and education for Covered employees.

Section 18. Tuition Reimbursement

a. Reimbursement for tuition shall be provided for satisfactory completion of courses or workshops approved by the Head of the employing agency for courses or other job-related subjects in a sum not to exceed \$600 per annum for employees in the titles listed below. Eligibility for such reimbursement shall not begin prior to the completion of at least one year of service.

Eligible Titles

Associate Supervising Radiographer
 Associate Radiographer

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Associate Ultrasound Technologist
 EEG Technician
 EKG Technician
 Nuclear Medicine Technologist
 Radiation Technician
 Radiographer
 Senior EKG Technician
 Senior Radiation Technician
 Senior X-Ray Technician
 Supervising Radiographer
 Supervising Nuclear Medicine Technologist
 Supervisor of X-Ray Technician Services
 Ultrasound Technologist
 X-Ray Technician

- b. Employees in the below-listed titles shall be provided with tuition reimbursement under the same terms as described in Section 16a above, but such reimbursement shall be in an amount not to exceed \$1204 per annum.

Eligible Titles

Laboratory Assistant	Phlebotomist
Laboratory Associate	Senior Laboratory Technician (incl. OCME)
Laboratory Technician	

Section 19. Annuity Fund

For Employees represented by Local 237:

- a. The Employer shall contribute to an existing annuity on behalf of covered full-time per annum and full-time per diem employees, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each paid working day which amount shall not exceed \$678 for each Employee in full pay status in the prescribed twelve (12) month period subject to the terms of a signed supplemental agreement approved by the Corporation Counsel. For covered Employees who work less than the number of hours for their full-time equivalent title, the Employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rated daily contribution calculated against the number of hours associated with their full time equivalent title, which amount shall not exceed \$678 per annum for each Employee in full pay status in the prescribed twelve (12) month period.
- b. Effective March 31, 2002, in addition to the amount indicated in Section a. above, the Employer shall make an additional contribution in the amount of \$436.51 for a total amount not to exceed \$1,114.51 per annum for each Employee in full pay status in the prescribed twelve (12) month period.
- c. For Employees who work a compressed work week, the Employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each set of paid working hours which equate to the daily number of hours that title is regularly scheduled to work, which amount shall not exceed the per annum amounts indicated below for each Employee in full-pay status in the prescribed twelve (12) month period:

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Effective 1/1/00
\$678

Effective 3/31/02
\$1,114.51

- d. i. For the purpose of Section 12 (c), excluded from paid working days are all scheduled days off, all days in non-pay status, and all paid overtime.
- ii. "All days in non-pay status" as used in this Section 12(c) shall be defined as including, but not limited to, the following:
- (a) time on preferred or recall lists;
 - (b) time on the following approved unpaid leaves:
 - (i) maternity/childcare leave;
 - (ii) military leave;
 - (iii) unpaid time while on jury duty;
 - (iv) unpaid leave for union business pursuant to Executive Order 75;
 - (v) unpaid leave pending workers' compensation determination;
 - (vi) unpaid leave while on workers' compensation option 2;
 - (vii) approved unpaid time off due to illness or exhaustion of paid sick leave;
 - (viii) approved unpaid time off due to family illness; and
 - (ix) other pre-approved leaves without pay;
 - (c) time while on absence without leave;
 - (d) time while on unapproved leave without pay; or
 - (e) time while on unpaid suspensions.

e. **DEFINITIONS:**

scheduled days off shall mean: 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.

For Employees Represented by DC37 Locals 2507 and 3621:

- a. Effective April 1, 2000, the parties shall continue to contribute to an existing annuity fund for all Employees covered by this Agreement subject to the terms of a signed supplemental agreement approved by the Corporation Counsel.
- b. **Contribution Rate**

Contributions on behalf of covered Employees shall be remitted by the Employer to aforementioned mutually agreed upon annuity fund subject to the terms of a signed supplemental agreement approved by the Corporation Counsel.

- i. The Employer shall pay into the fund on behalf of covered full-time per annum and full time

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per diem Employees, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each paid working day which amount shall not exceed \$261 for each Employee in full pay status in the prescribed twelve (12) month period. For covered Employees who work less than the number of hours for their full-time equivalent title, the Employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution calculated against the numbers of hours associated with their full-time equivalent title, which amount shall not exceed \$261 per annum for each Employee in full pay status in the prescribed twelve (12) month period.

- ii. For Employees who work a compressed work week, the Employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each set of paid working hours which equate to the daily number of hours that title is regularly scheduled to work, which amount shall not exceed \$261 per annum for each Employee in full pay status in the prescribed twelve (12) month period.
- iii. For those covered Employees who are appointed on a seasonal basis, the Employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each paid working day, which shall not exceed \$261 per annum for each Employee in full pay status in the prescribed twelve (12) month period.

For the purpose of Section 19 excluded from paid working days are all scheduled days off, all days in non-pay status, and all paid overtime.

- c. (1) "All days in non-pay status" as used in this Section c)(vi) shall be defined as including, but not limited to, the following:
 - (a) time on preferred or recall lists;
 - (b) time on the following approved unpaid leaves:
 - (i) maternity/childcare leave;
 - (ii) military leave;
 - (iii) unpaid time while on jury duty;
 - (iv) unpaid leave for union business pursuant to Executive Order 75;
 - (v) unpaid leave pending workers' compensation determination;
 - (vi) unpaid leave while on workers' compensation option 2;
 - (vii) approved unpaid time off due to illness or exhaustion of paid sick leave;
 - (viii) approved unpaid time off due to family illness; and
 - (ix) other pre-approved leaves without pay;
 - (c) time while on absence without leave;
 - (d) time while on unapproved leave without pay; or
 - (e) time while on unpaid suspensions.

d. DEFINITIONS:

scheduled days off shall mean: An Employee's regular days off ("RDOs"). For example, Saturday and Sunday would be the scheduled days off for a full-time per

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annum employee working a Monday through Friday schedule.

Section 20. Recurring Increment Payment - Local 2507

- a. Full-time per annum and full-time per diem Employees in the titles Emergency Medical Specialist – EMT, Emergency Medical Specialist - Paramedic and Emergency Medical Service Specialist with ten years of City service shall be eligible to receive a Recurring Increment Payment (RIP) as specified below:

Years of Service	4/1/00 Increment	4/1/00 Total RIP	4/1/01 Increment	4/1/01 Total RIP	6/30/02 Increment	6/30/02 Total RIP
After 10 years	\$463	\$463	\$482	\$482	\$687	\$1,169

- b. The rules for eligibility for the RIP described above in subsection 20a. shall be set forth in Appendix F to this Agreement and are incorporated by reference herein.

Section 21. Recurring Increment Payment - Local 3621

- a. Full-time per annum and full-time per diem Employees in the title Supervising Emergency Medical Service Specialist and Supervising Ambulance Corpsman with ten years of service in a title represented by Local 3621 shall be eligible to receive a Recurring Increment Payment (RIP) as specified below:

Years of Service	4/1/00 Increment	4/1/00 Total RIP	4/1/01 Increment	4/1/01 Total RIP	6/30/02 Increment	6/30/02 Total RIP
After 10 years	\$500	\$500	\$520	\$520	\$867	\$1,387

- b. The rules for eligibility for the RIP described above in subsection 21a. shall be set forth in Appendix F to this Agreement and are incorporated by reference herein.

ARTICLE IV - WELFARE FUND

Section 1.

- a. In accordance with the election by the Union pursuant to the provisions of Article XIII of the Citywide Agreement between the City of New York and related public employers and District Council 37, AFSCME, AFL-CIO, the Welfare Fund provisions of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to Employees covered by this Agreement.
- b. When an election is made by the Union pursuant to the provisions of Article XIII, Section 1(b), of the Citywide Agreement between the City of New York and related public employers and District Council 37, AFSCME, AFL-CIO, the provisions of Article XIII, Section 1(b) of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to Employees covered by this Agreement, and when such election is made, the Union hereby waives its right to training, education and/or legal services contributions provided in this

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Agreement, if any. In no case shall the single contribution provided in Article XIII, Section 1(b) of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, exceed the total amount that the Union would have been entitled to receive if the separate contributions had continued.

Section 2.

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

Section 3.

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

ARTICLE V - PROVISIONS UNIQUE TO EMS TITLES

Section 1. Eligibility of Paramedics for Three Step Pay Plan

- a. The Three-step Pay Plan set forth in Article III, Section 2 for the title Emergency Medical Service Specialist and Emergency Medical Specialist-Paramedic shall be applicable to all current, fully qualified Paramedics.
- b. Enrollees in the Paramedic training program who graduated from said program prior to October 13, 1982 shall have the following options: (1) to make the work commitment described below and receive the benefits of the Three-Step Pay Plan; (2) to make no work commitment and receive the benefits of the Three-Year Pay Plan or (3) to make no work commitment and be paid within the current salary ranges for those ineligible for the three step pay plan set forth in Article III, Section 2.
- c. Enrollees in the Paramedic training program who graduate from the program on or after October 13, 1982 are required to sign a three (3) year work commitment/loan forgiveness type of individual contract with the Employer. The Employee must make or sign the work commitment at the time the employee enrolls in the Paramedic training program. The City has the right to develop a lawful cash repayment schedule designed to recoup the cost of Paramedic training. This schedule will be imposed on any new Employee who leaves the Employer's services prior to completion of the Employee's work commitment period, subject to the following exceptions:
- 1) Death of the Employee.
 - 2) Enrollee fails to complete Paramedic training program.
 - 3) Enrollee reverts back to former title.
 - 4) Physical, mental disability, or other causes over which the enrolled Employee has no control. These other causes are reviewable by the Chief of the Emergency Medical Service. The decision of the Chief is final and shall not be subject to review under the contractual

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grievance arbitration procedure, the City's Rules and Regulations or by the Personnel Review Board, except for any judicial remedies available to the individual Employee.

5) Promotion or advancement to another title.

d. Terminations due to incompetence or misconduct: To qualify for an exception when termination of a permanent Employee is allegedly due to incompetence or misconduct, an Employee must pursue all available disciplinary or grievance-arbitration steps. If the City asserts that the Employee provoked the Employee's termination, then the burden of proof shall be on the Employee to prove that the Employee's misconduct or incompetence was not intentionally designed to provoke the discharge. If it is found that the Employee's misconduct or incompetence was not intentionally designed to provoke discharge the Employee shall not be subject to the penalty schedule.

A probationary or provisional Employee who is terminated and is not otherwise eligible for a disciplinary or grievance arbitration procedure shall be subject to the penalty schedule if the Employee is employed as a Paramedic by an organization other than the New York City Fire Department if terminated on or after March 17, 1996 within one year of such termination, except that such Employee shall be entitled to take a grievance to arbitration where the burden of proof shall be on the Employee to prove that the Employee's conduct was not intentionally designed to provoke termination. If it is found that the Employee's conduct was not intentionally designed to provoke termination, the Employee shall not be subject to the penalty schedule.

Section 2. Meal Periods/Overtime

a. **Applicability**

This provision shall only apply to Employees in the titles Ambulance Technician, Emergency Medical Services Specialist, Supervising Emergency Medical Services Specialist, Emergency Medical Specialist - EMT, Emergency Medical Specialist - Paramedic and Supervising Ambulance Corpsman assigned within the New York City Fire Department's Emergency Medical Service.

b. **Meal Periods**

Employees in the titles listed in subsection A above, with the exception of Employees working in the Communications Center of the Emergency Medical Service, shall receive additional annual compensation for working the assigned Emergency Medical Service schedule which does not provide for a dedicated duty-free meal period during the tour of duty. This additional annual compensation shall be determined by dividing the average base annual City salary of the Employee's title by 1957.5 and then multiplying by 52. This compensation shall be paid in the same manner as assignment differentials, but shall not be used to compute shift differential, holiday pay, or premium pay. This additional compensation shall be recomputed at such time as there are changes in the average base salaries pursuant to applicable collective bargaining agreements. Employees in these titles working in the Communications Center of the Emergency Medical Service shall continue to receive a dedicated duty-free meal period per tour of duty.

c. **Overtime**

Effective July 1, 1982, each Employee in the titles listed in subsection A above, with the exception of Employees working in the Communications Division of the Emergency Medical Service,

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who performs overtime work beyond the assigned Emergency Medical Service schedule shall continue to be reimbursed at overtime rates applicable to work performed beyond 40 hours per week on an hour for hour basis:

Example: An Employee working overtime from 12:00 midnight to 8:00 a.m. shall be paid for 8 hours of overtime at time and one-half, pursuant to the 1995-2001 Citywide Agreement or any successor thereto.

Section 3. Line of Duty Benefits

a. Line of Duty Injury (LODI) benefits shall be granted in accordance with the following: Upon determination by the Employer that an Employee of the Emergency Medical Service in the functional titles of Emergency Medical Technician, Paramedic, and Supervising Emergency Medical Services Specialist has been physically disabled as the result of an injury arising out of and in the course of the Employee's official duties, including assaults, and through no fault of the Employee, the Employer will grant the disabled Employee a leave of absence with pay not to exceed eighteen (18) months.

An Employee granted a leave of absence pursuant to this Agreement shall, without charge to the Employee's annual or sick leave balances, receive his/her regular weekly salary subject to an offset for any Workers Compensation benefits, if applicable. Such Employee shall, as a condition of receiving benefits under this Agreement, agree to examinations by an Employer designated physicians; shall participate in an Employer sponsored or designated rehabilitation programs; and shall execute an assignment of any judgement of settlement of any third party actions arising from the injury, in the amount of the salary received pursuant to this Agreement and medical disbursements, if any, made by the Employer exceed the amount of such proceeds. Such assignment shall be in the form prescribed by the Corporation Counsel. The disabled Employee shall also agree to undergo such medical examinations as are required by the Employer found fit for duty by the Employer to the employee's employment.

Benefits provided pursuant to this Agreement shall be in addition to but not concurrent with benefits provided under Sections 7.0 and 7.1 of the Leave Regulations for Employees Who Are Under the Career and Salary Plan.

b. LODI benefits are applicable only to injuries sustained on or after August 31, 1990.

c. The parties agree that an injury arising out of and in the course of the employee's official duties incurred by an Employee while the Employee is on duty shall be eligible for LODI coverage so long as the injury is sustained through no fault of the Employee and the Employee is not under the influence of drugs or alcohol. The term "on duty" shall be defined as the time between when the Employee signs in or clocks in and the time the Employee signs out or clocks out, including any authorized overtime work. If an Employee is on call or asked to standby in his/her home and is then called to work, the Employee shall be eligible for LODI coverage upon the Employee's signing in or clocking in for such assignment, or if the Employee is unable to sign in or clock in, then upon the arrival of the Employee at the location where the Employee was assigned to report. Eligibility for LODI coverage shall cease when such Employee signs out or clocks out or if the Employee is unable to sign out or clock out, when the Employee is released from such assignment.

d. Employees must remain in their place of recuperation for eight (8) hours each day in accordance with EMS Operating Procedure 125-2 when implemented. An Employee who is found by EMS on two (2) separate occasions to be in violation of Operating Order 125-2 shall be terminated from

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LODI.

e. An Employee who is terminated from LODI shall have the right to appeal such termination to the Executive Director of EMS (or his/her successor) or his/her designee, but such appeal shall not be heard by the same person who initially terminated the Employee's LODI benefits. Should a meeting be necessary to hear the appeal, the Employee shall have the right to bring a union representative to the appeal hearing. Any further appeal shall be taken directly to Step III of the grievance procedure contained in Article VII of this agreement.

f. An Employee's request for annual leave when he or she will leave his or her place of recuperation for reasons unrelated to his or her LODI leave of absence shall not be unreasonably denied provided the reason for leaving the place of recuperation is consistent with the Employee's medical condition. An Employee on a leave of absence pursuant to this agreement shall request annual leave when he or she will be away from his or her place of recuperation for one or more hours, and the reason for leaving the place of recuperation is not related to his or her LODI leave of absence. The use of annual leave by an Employee who is on LODI leave pursuant to this agreement shall have such time charged to his or her annual leave balance.

- 1) An Employee on LODI leave of absence pursuant to this agreement who has or develops a medical condition or requires medical treatment not related to his or her LODI injury shall request sick leave for such purpose. Sick leave requests shall not be unreasonably denied. Sick leave will be granted in increments of one (1) hour. Any use of sick leave by the Employee shall have such time charged to her or his sick leave balance.
- 2) Use of sick leave or annual leave pursuant to this paragraph shall in all other ways conform to EMS procedures pertaining to sick leave or annual leave including required documentation. However, use of annual leave or sick leave during the LODI period shall not extend the 18-month maximum LODI grant.

g. Where an Employee on LODI is required to participate in unsupervised physical or occupational therapy, the Employer may request a copy of the medical doctor's and/or therapist's prescription for unsupervised physical or occupational therapy. Further, the Employer may require the employee to certify, on a form acceptable to the Employer when, where, and for how long the Employee participated in such therapy. The Employer may request such certification for each unsupervised physical or occupational therapy session.

h. An Employee shall accrue annual leave and sick leave only for the first six months while on LODI leave. If an Employee returns to work in a light/limited duty capacity, the Employee shall accrue annual and sick leave during the period of the light/limited duty assignment. However, time spent in a light/limited duty assignment shall not extend the LODI period past the 18-month maximum.

i. The parties agree that Employees covered by this agreement shall not be covered by Article V, Section 10 of the 1995-2001 Citywide Agreement or its successor. The parties further agree that any Employee receiving benefits under this agreement shall not be covered by Article V, Section 11 of the 1995-2001 Citywide Agreement or its successor.

j. An Employee who refuses to accept a light/limited duty assignment shall have his/her LODI terminated, unless the Employees Health Service (hereinafter "EHS") certifies that the Employee is not physically able to perform the light/limited duty assignment. If there is a disagreement about the

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Employee's ability to perform said assignment between EHS and the Employee's own physician, EMS shall request the opinion of a specialist in the area of the injury in question to determine whether the employee is capable of performing the assignment. The decision of the specialist shall be final and binding and not subject to appeal through the parties' contractual grievance procedure.

- k.** An Employee who has been receiving LODI benefits for more than 60 calendar days shall be required to pick up his/her paycheck at Maspeth, assuming the Employee is physically able to pick up his/her paycheck.
- l.** EMS agrees that employees' medical files and records concerning LODI will be kept confidential.
- m.** EMS management and Locals 2507 and 3621 shall continue to hold labor/management meetings on an as needed basis to discuss specific issues and questions regarding day to day issues concerning LODI; those meetings shall be chaired by the EMS Director of Human Resources or the EMS Chief of Administrative Services (or their successors).
- n.** The issue of disciplinary rights for provisionals who are on LODI is referred to the DC 37/OLR committee which is dealing with issues regarding the conditions under which provisionals are entitled to due process rights.
- o.** Clarifying the understanding of what constitutes the re-occurrence of an old LODI-related injury requires additional research by the parties. After the research is completed the parties will negotiate further concerning LODI coverage of a re-occurrence of an old injury and re-injury.
- p.** The parties agree to meet with the Workers Compensation Division of the Law Department in an effort to further improve the processing of LODI-related Workers Compensation claims, specifically with regard to the speed with which requests for tests or other medical procedures are approved or disapproved by the Law Department. It is the parties intention to work with the Law Department in order to assure that Employees do not remain on LODI any longer than necessary due to delays which may occur at the Law Department.
- q.** EMS and Locals 2507 and 3621 agree to discuss in labor/management meetings what steps can reasonably be taken to prevent or reduce injuries to EMS Employees. In these discussions the parties may call upon outside resources such as experts employed by the Employer and/or experts at the DC 37 Education and Training Fund. The parties to this Agreement agree to meet 18 months from the execution of this agreement to hear a report from the labor/management committee.
- r.** EMS and Locals 2507 and 3621 agree to discuss in labor/management meetings options, training programs or re-training programs that are available to EMS Employees who, because of LODI injuries, will no longer be physically able to perform as EMT's, Paramedics or their supervisors. In these discussions the parties may call upon outside resources such as experts employed by the Employer and/or experts at the DC 37 Education and Training Fund. The parties to this Agreement agree to meet 18 months from the execution of this agreement to hear a report from the labor/management committee.

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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.

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ARTICLE VII - GRIEVANCE PROCEDURE

Section 1. - Definition:

The term "*Grievance* " shall mean:

- a. A dispute concerning the application or interpretation of the terms of this Agreement;
- b. A claimed violation, misinterpretation or misapplication of the rules or regulations, *written* policy or orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving the Personnel Rules and Regulations of the City of New York or the Rules and Regulations of the Health and Hospitals Corporation with respect to those matters set forth in the first paragraph of Section 7390.1 of the Unconsolidated Laws shall not be subject to the grievance procedure or arbitration;
- c. A claimed assignment of Employees to duties substantially different from those stated in their job specifications;
- d. A claimed improper holding of an open-competitive rather than a promotional examination;
- e. A claimed wrongful disciplinary action taken against a permanent Employee covered by Section 75(1) of the Civil Service Law or a permanent Employee covered by the Rules and Regulations of the Health and Hospitals Corporation upon whom the agency head has served written charges of incompetence or misconduct while the Employee is serving in the Employee's permanent title or which affects the Employee's permanent status.
- f. Failure to serve written charges as required by Section 75 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation upon a permanent Employee covered by Section 75(1) of the Civil Service Law or a permanent Employee covered by the Rules and Regulations of the Health and Hospitals Corporation where any of the penalties (including a fine) set forth in Section 75(3) of the Civil Service Law have been imposed.
- g. A claimed wrongful disciplinary action taken against a provisional Employee who has served for two years in the same or similar title or related occupational group in the same agency.
- h. A claimed wrongful disciplinary action taken against a non-competitive Employee as defined in Section 11 of this Article.
- i. A claimed wrongful disciplinary action taken against a per diem Employee who has been employed in the Health and Hospitals Corporation as defined in Section 12 of this Article.

Section 2.

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

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

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

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

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

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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 Title 61 of the Rules of the City of New York. The costs and fees of such arbitration shall be borne equally by the Union and the Employer.

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

Section 3.

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

Section 4.

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

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

Section 5.

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

STEP A - Following the service of written charges, a conference with such Employee shall be held with respect to such charges by the person designated by the agency head to review a grievance at **STEP I** of the

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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) work days of the determination of the agency head or designated representative. The Commissioner of Labor Relations shall issue a written reply to the grievant and the Union within fifteen (15) work days.

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

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Section 6.

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

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

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

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

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

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

Section 7.

A grievance concerning a large number of employees and which concerns a claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this Agreement may be filed directly at **STEP III** of the grievance procedure except that a grievance concerning employees of the Health and Hospitals Corporation may be filed directly at **STEP II** of the grievance procedure. 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.

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Section 8.

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

Section 9.

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

Section 10.

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

Section 11.

Grievances relating to a claimed wrongful disciplinary action taken against a non-competitive employee under Section 1 (h) of this Article shall be subject to and governed by the following special procedure:

The provisions contained in this section shall not apply to any of the following categories of employees covered by this contract:

- a. Per diem Employees.
- b. Temporary Employees.
- c. Probationary Employees.
- d. Trainees, provisionals.
- e. Non-competitive Employees with less than three (3) months service in the title.
- f. Competitive class Employees.
- g. Employees covered by Section 75(1) of the Civil Service Law or Section 7:5:1 of the Rules and Regulations of the Health and Hospitals Corporation

Step I(n) - Following the service of written charges upon an Employee a conference shall be held with respect to such charges by a person who is designated by the agency head to review such charges. 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 decision in writing by the end of the fifth day following the date of the conference.

Step II(n) - If the Employee is dissatisfied with the decision in Step I above, he may appeal such decision. The appeal must be within five (5) working days of the receipt of such decision. Such appeal shall be treated as a grievance appeal beginning with Step II of the Grievance Procedure set forth herein.

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Section 12.

Grievances relating to a claimed wrongful disciplinary action taken against a per diem Employee employed by the Health and Hospitals Corporation under Section 1(i) of this Article shall be subject to and governed by the following special procedure:

The provisions contained in this Section 12 shall only apply to Employees who meet *all* of the following criteria:

1. The Employee is serving in a title represented by District Council 37, Local 420, *and*
2. The Employee is employed by the Health and Hospitals Corporation, *and*
3. The Employee has served as a per diem in the same title or in two (2) or more titles covered by this Agreement for two (2) continuous calendar years, with no break in service *and*
4. The Employee has been assigned to work and has worked 37.5 hours per week each week during the prior two (2) calendar years (less approved time off for usage of annual and sick leave), *and*
5. The Employee has been employed as described in numbers 1,2,3, and 4 above for the two (2) consecutive calendar years immediately preceding the filing of charges, *and*
6. The Employee has not been separated from service for more than two (2) calendar weeks in the preceding two (2) calendar years.

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

Step I - Following the service of written charges upon an employee a conference shall be held with respect to such charges by a person who is designated by the agency head to review such charges. The Employee may be represented by 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 decision in writing by the end of the fifth day following the date of the conference.

Step II - If the Employee is dissatisfied with the decision in Step I above, he may appeal such decision. The appeal must be within five (5) working days of the receipt of such decision. Such appeal shall be treated as a grievance appeal beginning with Step II of the Grievance Procedure set forth herein.

Section 13.

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 14.

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

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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 15.

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 16. 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 16 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

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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 VIII - 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 IX - 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 X - 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.

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ARTICLE XI - 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 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 chairpersonship of each committee shall alternate between the members designated by the agency head and the members designated by the Union. A quorum shall consist of a majority of the total membership of a committee. A committee shall make its recommendations to the agency head in writing.

Section 4.

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

ARTICLE XIII - FINANCIAL EMERGENCY ACT

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

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ARTICLE XIV - 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 XV - SAVINGS CLAUSE

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

ARTICLE XVI - CONTRACTING-OUT CLAUSE

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

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WHEREFORE, we have set our hands and seals this 4th day of March, 2004.

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

**DISTRICT COUNCIL 37
A.F.S.C.M.E., AFL-CIO**

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

BY: *Lillian Roberts*
LILLIAN ROBERTS
Executive Director

**NEW YORK CITY HEALTH AND
HOSPITALS CORPORATION**
BY: *Frank J. Cirillo*
FRANK J. CIRILLO
Senior Vice President

**CITY EMPLOYEES UNION,
LOCAL 237, I.B.T.**
BY: *Carroll E. Haynes*
CARROLL HAYNES
President

APPROVED AS TO FORM:

144 DIVISION OF 1199

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

BY: *Betty Hughley*
BETTY HUGHLEY
Executive Vice President

**DATE SUBMITTED TO THE
FINANCIAL CONTROL BOARD:** _____

DATE: _____
UNIT: **HOSPITAL TECHNICIANS**
TERM: **APRIL 1, 2000 TO JUNE 30, 2002**
JANUARY 1, 2000 TO MARCH 31, 2002

OFFICE OF LABOR RELATIONS , 2004 REGISTRATION	
OFFICIAL	CONTRACT
NO: 04021	DATE: MAR 04 2004

Appendix A

Longevity Increment Eligibility Rules - District Council 37

The following rules shall govern the eligibility of Employees for the longevity increment provided for in Article III, Section 8 of the **2000-2002 Hospital Technicians Unit Agreement**:

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

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

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

- a. time on a leave approved by the proper authority which is consistent with the **Rules and Regulations of the New York City Personnel Director** or the appropriate personnel authority of a covered organization.
- b. time prior to a reinstatement.
- c. time on a preferred list pursuant to **Civil Service Law Sections 80 and 81** or any similar contractual provision.
- d. time not in pay status of 31 days or less.

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

4. Once an Employee has completed the 15 years of "City" service in pay status and is eligible to receive the \$800 longevity increment, the \$800 shall become part of the employee's base rate for all purposes except as provided in paragraph 5 below.

5. The \$800 longevity increment shall not become pensionable until fifteen months after the Employee begins to receive such \$800 increment. Fifteen months after the employee begins to receive the \$800 longevity increment, such \$800 longevity increment shall become pensionable and as part of the Employee's base rate, the \$800 longevity increment shall be subject to the general increases provided in Article III, Section 3(a) of this Agreement.

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Appendix B

Longevity Increment Eligibility Rules - Local 237

The following rules shall govern the eligibility of Employees for the longevity increment provided for in Article III, Section 9 of the **2000-2002 Hospital Technicians Unit Agreement**:

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

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

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

- a. time on a leave approved by the proper authority which is consistent with the **Rules and Regulations of the New York City Personnel Director** or the appropriate personnel authority of a covered organization.
- b. time prior to a reinstatement.
- c. time on a preferred list pursuant to **Civil Service Law Sections 80 and 81** or any similar contractual provision.
- d. time not in pay status of 31 days or less.

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

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

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

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Appendix C

Longevity Increment Eligibility Rules - 144 Division of 1199

The following rules shall govern the eligibility of Employees represented by the 144 Division of 1199 for the longevity increment provided for in Article III, Section 10 of the **2000-2002 Hospital Technicians Agreement**:

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

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

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

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

b. time prior to a reinstatement.

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

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

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

4. Once an Employee has completed the 15 years of City service in pay status and is eligible to receive the longevity increment, the longevity increment shall go into the Employee's base rate for all purposes except that the longevity increment shall not be pensionable until June 1, 1999. The longevity increment shall not be increased pursuant to Article III, Section 3.

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Appendix D

10 Year Longevity Increment Eligibility Rules - 144 Division of 1199

The following rules shall govern the eligibility of Employees represented by 144 Division of 1199 for the longevity increment provided for in Article III, Section 10C of the 2000-2002 Hospital Technicians Unit Agreement:

1. Only service in pay status shall be used to calculate the 10 years of service, except that for other than full time per annum Employees only a continuous year of service in pay status shall be used to calculate the 10 years of service. A continuous year of service shall be a full year of service without a break of more than 31 days. Where the regular and customary work year for a title is less than a twelve month year such as a school year, such regular and customary year shall be credited as a continuous year of service counting towards the 10 years of service. If the normal work year for an employee is less than the regular and customary work year for the employee's title, it shall be counted as a continuous year of service if the employee has customarily worked that length of work year and the applicable agency verifies that information.
2. Service in pay status prior to any breaks in service of more than one year shall not be used to calculate the 10 years of service. Where an Employee has less than seven years of continuous service in pay status, breaks in service of less than one year shall be aggregated. Where breaks in service aggregate to more than one year they shall be treated as a break in service of more than one year and the service prior to such breaks and the aggregated breaks shall not be used to calculate the 10 years of service. No break used to disqualify service shall be used more than once.
3. The following time in which an Employee is not in pay status shall not constitute a break in service as specified in the paragraph 2 above.
 - a. time on a leave approved by the proper authority which is consistent with the Rules and Regulations of the Personnel Director or the appropriate personnel authority of a covered organization.
 - b. time prior to a reinstatement.
 - c. time on a preferred list pursuant to Civil Service Law Sections 80 and 81 or any similar contractual provision.
 - d. time not in pay status of 31 days or less.

Notwithstanding the above, such time as specified in subsections (a), (b) and (c) above shall not be used to calculate the 10 years of service.

4. Once an Employee has completed the 10 years of "City" service in pay status and is eligible to receive the non pensionable longevity increment, it shall go into the Employee's base rate for all purposes except that the longevity increment shall not be pensionable until June 1, 1999. The longevity increment shall not be increased pursuant to Article III, Section 3 unless specifically agreed to by the parties.

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Appendix E**8 Year Longevity Increment Eligibility Rules - 144 Division of 1199**

The following rules shall govern the eligibility of Employees represented by 144 Division of 1199 for the longevity increment effective June 1, 1999 provided for in Article III, Section 10E of the 2000-2002 Hospital Technicians Unit Agreement:

1. Only service in pay status shall be used to calculate the 8 years of service, except that for other than full time per annum Employees only a continuous year of service in pay status shall be used to calculate the 8 years of service. A continuous year of service shall be a full year of service without a break of more than 31 days. Where the regular and customary work year for a title is less than a twelve month year such as a school year, such regular and customary year shall be credited as a continuous year of service counting towards the 10 years of service. If the normal work year for an employee is less than the regular and customary work year for the employee's title, it shall be counted as a continuous year of service if the employee has customarily worked that length of work year and the applicable agency verifies that information.
2. Service in pay status prior to any breaks in service of more than one year shall not be used to calculate the 8 years of service. Where an Employee has less than seven years of continuous service in pay status, breaks in service of less than one year shall be aggregated. Where breaks in service aggregate to more than one year they shall be treated as a break in service of more than one year and the service prior to such breaks and the aggregated breaks shall not be used to calculate the 8 years of service. No break used to disqualify service shall be used more than once.
3. The following time in which an Employee is not in pay status shall not constitute a break in service as specified in the paragraph 2 above.
 - a. time on a leave approved by the proper authority which is consistent with the Rules and Regulations of the Personnel Director or the appropriate personnel authority of a covered organization.
 - b. time prior to a reinstatement.
 - c. time on a preferred list pursuant to Civil Service Law Sections 80 and 81 or any similar contractual provision.
 - d. time not in pay status of 31 days or less.

Notwithstanding the above, such time as specified in subsections (a), (b) and (c) above shall not be used to calculate the 8 years of service.

4. Once an Employee has completed the 8 years of "City" service in pay status and is eligible to receive the longevity increment, it shall go into the Employee's base rate for all purposes. The longevity increment shall not be increased pursuant to Article III, Section 3 unless specifically agreed to by the parties.

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Appendix F

The following rules shall govern the eligibility of Employees for the Recurring Increment Payment (RIP) provided for in Article III, Section 20 and Section 21 of the 2000-2002 Hospital Technicians Unit Agreement.

1. Only service in pay status shall be used to calculate the qualifying years of service. A continuous year of service shall be a full year of service without a break of more than 31 days. Where the regular and customary work year for a title is less than a twelve month year, such as a school year, such regular and customary year shall be credited as a continuous year of service counting towards the qualifying years of service. If the normal work year for an employee is less than the regular and customary work year for the employee's title, it shall be counted as a continuous year of service if the Employee has customarily worked that length work year and the applicable agency verifies that information.
2. Part-time Employees shall be ineligible to receive RIPs, but prior part-time service shall be credited to full-time employees on a pro rata basis, provided all other terms and conditions set forth herein are met.
 - a. An Employee must have regularly worked at least one half the regular hours of full time Employees in the same title or if no full-time equivalent title exists then at least 17-1/2 hours for white collar positions or 20 hours for blue collar positions.
 - b. Such part time service shall be prorated by dividing the number of hours worked per week by a part-time Employee by the number of hours worked per week by a full-time employee in the same title. If no full-time equivalent title exists then the divisor shall be 35 hours for white collar positions or 40 hours for blue collar positions.
3. Service in pay status prior to a break in service of more than one year shall *not* be used to calculate the qualifying years of service.
4. The following time in which an Employee is not in pay status shall not constitute a break in service, but such time shall *not* be used to calculate the qualifying years of service:
 - a. time on a leave approved by the proper authority which is consistent with the Personnel Rules and Regulations of the City of New York or the appropriate personnel authority of a covered organization,
 - b. time prior to a reinstatement,
 - c. time on a preferred or recall list, and
 - d. time not in pay status of 31 days or less.
5. RIPs shall be considered a salary adjustment for the purposes of Article III, Section 1(d) of this Agreement and the maximum salary of an eligible title shall not constitute a bar to the payment thereof.
6. Once an Employee has qualified for a RIP and is receiving it, the RIP shall become part of the Employee's base rate and included in calculating all salary based payments, except as provided in paragraph 7 below. Any future negotiated general increases shall be applied to RIPs.
7. A RIP shall not become pensionable until two years after the Employee begins to receive such RIP.

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