



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

**JAMES F. HANLEY**  
*Commissioner*  
**MARGARET M. CONNOR**  
*First Deputy Commissioner*

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES  
FROM: JAMES F. HANLEY, COMMISSIONER *James F. Hanley*  
SUBJECT: EXECUTED CONTRACT: PHARMACISTS & DIETICIANS  
TERM: JULY 5, 2007 TO AUGUST 4, 2009

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 1199/SEIU United Healthcare Workers East 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 10 2009**

<b>OFFICE OF LABOR RELATIONS</b>	
<b>REGISTRATION</b>	
<b>OFFICIAL</b>	<b>CONTRACT</b>
<b>NO:</b> <b>09015</b>	<b>DATE:</b> <b>MAR 10 2009</b>

2007-2009 PHARMACISTS AND DIETICIANS

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AGREEMENT entered into this 10<sup>th</sup> day of Mar 2009, 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 1199 SEIU United Healthcare Workers East (hereinafter referred to as the "Union"), for the twenty-five month from July 5, 2007 to August 4, 2009.

**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 titles:

Associate Pharmacist	(Level I)	985110
	(Level II)	985120
	(Level III)	985130
	(Level IV)	985140
Associate Pharmacist (HMH)		50673
Associate Supervising Dietician*	(Level A)	962310
	(Level B)	962320
Chief Dietician*		50370, 503700
Clinical Dietetic Technician		966610
Dietician*		50310
Dietician	(Level I)	503100
	(Level II)	503350
	(Level III)	962310
	(Level IV)	962320
Head Dietician*		50335, 503350

Health Systems Pharmacist	(Level I)	930010
	(Level II)	930020
	(Level III)	930030
Pharmacist		50610
Pharmacist Intern		002410
Poison Information Specialist (DOH)		06663
Principal Chief Dietician*		50373
Principal Pharmacist		50660
Senior Associate Pharmacist*	(Level A)	962210
	(Level B)	962220
	(Level C)	962230
	(Level D)	962240
Senior Chief Dietician*		50372
Senior Pharmacist		50635
Supervising Pharmacist		50650

\*to be deleted when vacant

**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 check-off 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 Check-off 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 increases, general increases, education differentials and any other salary adjustments, are based upon a normal work week of 35 hours for employees in the Dietician title series and 37.5 hours for employees in the Pharmacist title series. An employee who works on a part-time per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such employee and the number of hours in the said normal work week, unless otherwise specified.
- (c) Employees who work on a per diem or hourly basis and who are eligible for any salary adjustment provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed as follows, unless otherwise specified:
- |                |  |
|----------------|--|
| Per diem rate- | 1/261 of the appropriate minimum basic salary.                           |
| Hourly Rate -  | 35 hour week basis - 1/1827 of the appropriate minimum basic salary.     |
| -              | 37.5 hour week basis - 1/1957.5 of the appropriate minimum basic salary. |
- (d) The maximum salary for a title shall not constitute a bar to the payment of any salary adjustment or pay differentials provided for in this Agreement but the said increase above the maximum shall not be deemed a promotion.

### Section 2.

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

**a. Salaries effective August 5, 2007:**

<u>TITLES</u>	<u>Hiring*</u> <u>Minimum</u>	<u>Incumbent</u> <u>Minimum</u>	<u>Maximum</u>
Associate Pharmacist #			
Associate Pharmacist (HMH)			
Level I	\$55,467	\$59,439	\$65,806
Level II	\$60,422	\$64,750	\$70,941
Level III	\$65,387	\$70,070	\$77,079
Level IV	\$70,782	\$75,850	\$82,862
Chief Dietician ###	\$44,133	\$47,295	\$53,487
Clinical Dietetic Technician #	\$33,144	\$35,517	\$40,806
Dietician ***,# Level I	\$36,364	\$38,965	\$42,583
Level II	\$40,781	\$43,701	\$48,412
Level III	\$44,133	\$47,295	\$53,487
Level IV	\$48,996	\$52,502	\$62,170
Head Dietician #####	\$40,781	\$43,701	\$48,412
Health System Pharmacist##			
Level I	See footnote	\$86,700	\$127,500
Level II	See footnote	\$91,800	\$147,900
Level III	See footnote	\$96,900	\$163,200
Pharmacist (50610)**	\$52,853	\$56,642	\$58,161
Pharmacist Intern	\$36,820	\$39,458	\$43,161
Poison Information Specialist (DOH) ##			
Level I	See footnote	\$60,951	\$69,454
Level II	See footnote	\$65,202	\$73,707
Level III	See footnote	\$72,290	\$80,795
Level IV	See footnote	\$75,125	\$83,631
Principal Chief Dietician #####	\$48,996	\$52,502	\$62,170
Principal Pharmacist **	\$65,387	\$70,070	\$77,079
Senior Associate Pharmacist			
Level A###	\$55,467	\$59,439	\$65,806
Level B ###	\$60,422	\$64,750	\$70,941
Level C ###	\$65,387	\$70,070	\$77,079
Level D ###	\$70,782	\$75,850	\$82,862
Senior Chief Dietician #####	\$47,326	\$50,715	\$58,306
Senior Pharmacist **	\$55,467	\$59,439	\$65,806
Supervising Pharmacist **	\$60,422	\$64,750	\$70,941

**NOTE:**

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

\*\* Each appointment to this position above the August 5, 2007 minimum will be handled on a case by case basis.

\*\*\*Employees in the title Dietician shall be paid \$1,000 above the appropriate minimum salary after one year of service in accordance with the above rates.

# Each appointment to this position above the August 5, 2007 minimum will be handled on a case by case basis. (For HHC employees only)  
 ## Footnote (\*) is not applicable.  
 ### For present permanent incumbents only.  
 #### To be deleted when vacant.

**b. Salaries effective February 5, 2008:**

<u>TITLE</u>	<u>Hiring</u>	<u>Incumbent</u>	<u>Maximum</u>
Associate Pharmacist #			
Associate Pharmacist (HMH)			
Level I	\$58,240	\$62,411	\$69,096
Level II	\$63,443	\$67,988	\$74,488
Level III	\$68,656	\$73,574	\$80,933
Level IV	\$74,321	\$79,643	\$87,005
Chief Dietician ####	\$46,340	\$49,660	\$56,161
Clinical Dietetic Technician #	\$34,801	\$37,293	\$42,846
Dietician ***, # Level I	\$38,182	\$40,913	\$44,712
Level II	\$42,820	\$45,886	\$50,833
Level III	\$46,340	\$49,660	\$56,161
Level IV	\$51,446	\$55,127	\$65,279
Head Dietician #####	\$42,820	\$45,886	\$50,833
Health System Pharmacist ##			
Level I	See footnote	\$91,035	\$133,875
Level II	See footnote	\$96,390	\$155,295
Level III	See footnote	\$101,745	\$171,360
Pharmacist (50610) **	\$55,496	\$59,474	\$61,069
Pharmacist (506100)**, ####	\$55,496	\$59,474	\$61,069
Pharmacist Intern	\$38,661	\$41,431	\$45,319
Poison Information Specialist (DOH) ##			
Level I	See footnote	\$63,999	\$72,927
Level II	See footnote	\$68,462	\$77,392
Level III	See footnote	\$75,905	\$84,835
Level IV	See footnote	\$78,881	\$87,813
Principal Chief Dietician#####	\$51,446	\$55,127	\$65,279
Principal Pharmacist**	\$68,656	\$73,574	\$80,933
Senior Associate Pharmacist			
Level A ###	\$58,240	\$62,411	\$69,096
Level B ###	\$63,443	\$67,988	\$74,488
Level C ###	\$68,656	\$73,574	\$80,933
Level D ###	\$74,321	\$79,643	\$87,005
Senior Chief Dietician #####	\$49,692	\$53,251	\$61,221
Senior Pharmacist **	\$58,240	\$62,411	\$69,096
Supervising Pharmacist **	\$63,443	\$67,988	\$74,488

**NOTE:**

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

\*\*Each appointment to this position above the above the February 5, 2008 minimum will be handled on a case by case basis.

\*\*\*Employees in the title Dietician shall be paid \$1,000 above the appropriate minimum salary after one year of service in accordance with the above rates.

#Each appointment to this position above the February 5, 2008 minimum will be handled on a case by case basis. (For HHC employees only)

##Footnote (\*) is not applicable.

### For present permanent incumbents only.

#### To be deleted when vacant.

**Section 3. General Wage Increase.**

- a. The general increases, effective as indicated, shall be:
  - i. Effective August 5, 2007, Employees shall receive a general increase of 2 percent.
  - ii. Effective February 5, 2008 Employees shall receive an additional general increase of 5 percent.
  - iii. Part-time per annum, per session, hourly paid and per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in subsections 3(a)(i) on the basis of computations heretofore utilized by the parties for all such Employees.
- b. The increases provided for in Section 3(a) above shall be calculated as follows:
  - i. The general increase in Section 3(a)(i) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on August 4, 2007.
  - 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 February 4, 2008
- c.
  - i. The general increases provided for in this Section 3 shall be applied to the base rates, incremental salary levels and the minimum "hiring rates," minimum "incumbent rates" and maximum rates (including levels), if any, fixed for the applicable titles.
  - ii. The general increases provided for in this Section 3 shall not 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, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials.

**Section 4. New Hires.**

- a. For the purposes of Sections 4(b) employees 1) who were in active pay status before July 5, 2007, 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 Section 2 of this Article III:



- i. Employees who return to active status from an approved leave of absence.
  - ii. Employees in active status (whether full or part-time) appointed to permanent status from a civil service list, or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.
  - iii. Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or who were subject to involuntary redeployment.
  - iv. Provisional employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.
  - v. Permanent employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.
  - vi. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
  - vii. A provisional employee who is appointed directly from one provisional appointment to another.
  - viii. For employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor Relations is empowered to issue, on a case-by-case basis, interpretations concerning application of this Section 4. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in Article VI of this Agreement.
- b. Any employee hired on or after July 5, 2007 and appointed at a reduced hiring rate pursuant to the 2007-2009 Microbiologists Unit Agreement, shall be paid the applicable minimum "hiring rate" set forth in Section 2. 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 Section 2 of this Article III.
- c. i. For a title subject to an incremental pay plan, the employee shall be paid the appropriate increment based upon the employee's length of service. Section 2 of this Article III reflects the correct amounts and has been adjusted in accordance with the provisions of Section 3(c)(i) of this Article III.
  - ii. Employees who change titles or levels before attaining one year of service will be treated in the new title or level as if they had been originally appointed to said title or level on their original hiring date.
- d. 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 Section 4.

### **Section 5.**

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

**Section 6.**

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

**Section 7. Advancement Increase**

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:

<u>Title</u>	
Associate Pharmacist Level I	\$1,006
Associate Supervising Dietician	\$ 926
Dietician Level II	\$ 807
Dietician Level III	\$ 926
Principal Chief Dietician	\$1,048
Chief Dietician	\$ 926
Head Dietician	\$ 807
Principal Pharmacist	\$ 1,249
Senior Associate Pharmacist Level A	\$ 1,006
Senior Chief Dietician	\$ 968
Senior Pharmacist	\$ 1,006
Supervising Pharmacist	\$ 1,088

**Section 8. Level Increase**

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

<u>Title</u>	
Associate Supervising Dietician Level B	\$ 925
Associate Pharmacist Level II	\$ 1,088
Associate Pharmacist Level III	\$ 1,250
Associate Pharmacist Level IV	\$ 4,808

Dietician Level II	\$ 807
Dietician Level III	\$ 926
Dietician Level IV	\$1,048
Senior Associate Pharmacist Level B	\$1,088
Senior Associate Pharmacist Level C	\$1,250
Senior Associate Pharmacist Level D	\$4,808

**Section 9. Longevity Differential – Health System Pharmacists Level I**

a. The longevity differential does not become part of the basic salary rate; **however, it shall become pensionable immediately.** Service eligibility is related to the length of service in the appropriate occupational group. Future eligibility shall be effective on January 1, April 1, July 1, or October 1 following the employee's anniversary date. The amount of the longevity differential shall not be increased by the amount of future collective bargaining increases unless specifically negotiated by the parties.

**Effective July 5, 2007**

After 3 years of Service	\$1,000
After 5 years of Service (An additional \$1,000)	\$2,000
After 10 years of Service (An additional \$1,000)	\$3,000

Employees in the above title shall also be entitled to the 1 and 15-year longevity increment described in Article III, Section 12 and 15.

b. Effective February 5, 2008, the longevity differential does not become part of the basic salary rate and **shall not be pensionable until the employee has received it for two years.** Service eligibility is related to the length of service in the appropriate occupational group. Future eligibility shall be effective on January 1, April 1, July 1, or October 1 following the employee's anniversary date. The amount of the longevity differential shall not be increased by the amount of future collective bargaining increases unless specifically negotiated by the parties.

**Effective February 5, 2008**

After 3 years of Service	\$1,570
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Employees in the above title shall also be entitled to the 1, 3, 5, 10 and 15-year longevity increment described in Article III, Section 9(a), 12 and 15.

**Section 10. Longevity Differential – Health System Pharmacists Level II/III**

The longevity differential does not become part of the basic salary rate and shall not be pensionable until the employee has received it for two years. Service eligibility is related to the length of service in the appropriate occupational group. Future eligibility shall be effective on January 1, April 1, July 1, or October 1 following the employee's anniversary date. The amount of the longevity differential shall not

be increased by the amount of future collective bargaining increases unless specifically negotiated by the parties.

**Effective February 5, 2008**

After 3 years of Service \$3,000

Employees in the above title shall also be entitled to the 1 and 15-year longevity increment described in Article III, Section 12 and 15.

**Section 11. Longevity Differential – Mayoral Pharmacists and Poison Information Specialists**

The longevity differential does not become part of the basic salary rate and shall not be pensionable until the employee has received it for two years. Service eligibility is related to the length of service in the appropriate occupational group. Future eligibility shall be effective on January 1, April 1, July 1, or October 1 following the employee's anniversary date. The amount of the longevity differential shall not be increased by the amount of future collective bargaining increases unless specifically negotiated by the parties.

**Effective February 5, 2008**

After 3 years of Service \$2,570

After 5 years of Service \$3,570

(an additional \$1,000)

After 10 years of Service \$4,570

(an additional \$1,000)

Employees in the above title shall also be entitled to the 1 and 15-year longevity increment described in Article III, Section 12 and 15.

**Section 12. Longevity Increment – Pharmacist Occupational Group and Poison Information Specialists**

- a. Employees with 15 years or more of "City" service in pay shall receive a longevity increment of \$500 per annum.
- b. The rules for eligibility for the longevity increment described in subsection 12a shall be set forth in Appendix A to this Agreement and are incorporated by reference herein.

**Section 13. Longevity Differential – Dietitian Occupational Group**

The longevity differential does not become part of the basic salary rate and shall not be pensionable until the employee has received it for two years. Service eligibility is related to the length of service in the appropriate occupational group. Future eligibility shall be effective on January 1, April 1, July 1, or October 1 following the employee's anniversary date. The amount of the longevity differential shall not be increased by the amount of future collective bargaining increases unless specifically negotiated by the parties.

**Effective February 5, 2008**

After 5 years of Service \$500

After 10 years of Service (an additional \$500)	\$1,000
After 15 years of Service (an additional \$500)	\$1,500
After 20 years of Service (an additional \$500)	\$2,000

Employees in the above title shall also be entitled to the 1 and 15-year longevity increment described in Article III, Section 14 and 15.

**Section 14. Longevity Increment – Dietitian Occupational Group**

- a. Employees with 15 years or more of “City” service in pay status shall receive a longevity increment of \$625 per annum.
- b. The rules for eligibility for the longevity increment described in subsection 14a are set forth in Appendix A to this Agreement and are incorporated by reference herein.

**Section 15. One Year Longevity Increment**

- a. Pursuant to the agreement of the parties on the disbursement of "Equity" monies and funds available for "additions to gross," employees with one year of service in either the Pharmacist or Dietician occupational group with the exception of employees in the Poison Information Specialist title shall be eligible for shall receive a longevity increment \$272 per annum.
- b. The one year longevity increment does not become part of the basic salary rate, however it shall become pensionable immediately. Service eligibility is related to the length of service in the appropriate occupational group. Future eligibility shall be effective on January 1, April 1, July 1, or October 1 following the employee's anniversary date. The amount of the longevity increment shall not be increased by the amount of future collective bargaining increases unless specifically negotiated by the parties.
- c. Employees in the title Poison Information Specialist with one year of service in the Pharmacist Occupational Group shall be eligible for this One Year Longevity Increment on March 1, 2000.

**Section 16. Dieticians Service Increment - Department of Correction**

Employees in the titles Dietician, Head Dietician and Chief Dietician who are assigned to a kitchen or other food service function in the Department of Correction shall continue to receive service increments as follows:

<b><u>Service Increment</u></b>	
After 5 years of service	\$360
After 7 years of service	\$482
(An additional)	(\$122)
After 10 years of service	\$722
(An additional)	(\$240)

The service increment becomes part of each eligible employee's basic rate. Service eligibility is related to length of City service in the appropriate occupational group. In the future for new qualifiers, the increment is effective on the January 1, April 1, July 1, or October 1 subsequent to the employee's anniversary date. The service increment is not pensionable until the employee has received it for two years.

**Section 17. Assignment Differentials**

**A. Pharmacists In-Charge**

A pro-rated annual differential in the amount specified below shall continue to be provided for the Senior Associate Pharmacist Level A, Associate Pharmacist Level I and the Senior Pharmacist at Goldwater Hospital during such period as such employee is designated in-charge of the hospital pharmacy:

**Annual Amount**  
\$842

**B. Pharmacists - Department of Correction**

A pro-rated annual differential in the amount specified below shall continue to be provided for each employee in the Pharmacist Occupational Group regularly assigned on a continuing basis to a Department of Correction prison facility:

**Annual Amount**  
\$1,010

**C. Dieticians - Department of Correction**

- (1) Except as provided below in subsection C(3) below, a pro-rated annual differential in the amount specified below shall continue to be provided for each incumbent in the Dietician Occupational Group regularly assigned on a continuing basis to the performance of duties in a Department of Correction prison facility:

**Annual Amount**  
\$1,010

- (2) A pro-rated annual differential in the amount stated below shall be paid to each employee in the titles set forth below regularly assigned on a continuing basis to work in a kitchen or other food service function in the Department of Correction:

<b><u>Eligible Title</u></b>	
Dietician Level I	\$1,886
Chief Dietician	\$2,514
Dietitian Level II-IV	\$2,514
Head Dietician	\$2,514

- (3) In no event, shall an employee in the Dietician Occupational Group receive more than one assignment differential provided in this Section 17C.

**D. Dieticians - Educational Differential**

A differential in the pro-rated annual amount listed below shall continue to be provided for each incumbent in the Dietician Occupational Group with a Master's degree in an appropriate field of study.

<u>7/5/07</u>	<u>2/5/08</u>
\$489	\$500

**E. Dieticians - Registration Differential**

a. A differential in the pro-rated annual amount listed below shall be paid to each employee in the Dietician Occupational Group who is recognized as a Registered Dietician by the American Dietetic Association.

<u>7/5/07</u>	<u>2/5/08</u>
\$541	\$1,000

b. Effective 2/5/08 a differential in the pro-rated annual amount of \$750 shall be paid to each employee in the title Clinical Dietetic Technician who is recognized as a Dietetic Technician, Registered (DTR) by the American Dietetic Association.

**F. Dieticians - Certification Differential**

A differential in the pro-rated annual amount listed below shall be paid to each employee in the Dietician Occupational Group who is recognized as a Certified Dietician by the New York State Department of Education.

<u>7/5/07</u>	<u>2/5/08</u>
\$541	\$1,000

**G. DOHMH Pharmacist Differential**

Effective February 5, 2008, a differential in the pro-rated annual amount of \$2,355 per annum shall be paid to each pharmacist and Poison Information Specialist working in the Department of Health & Mental Hygiene.

**Section 18. Pharmacists Week-end and Evening Pharmacy Schedule**

Except for those employees hired on or after September 1, 1983, employees in the Pharmacist Occupational Group may not be requested to work more than one evening per week and one weekend day per month within their regular five-day, 37.5-hour week. Such assignments shall be scheduled on a fair and equitable basis among those employed in each institution where such assignments are required. Each institution shall post schedules not less than two weeks in advance. Forty-eight hours' notice shall be given to an employee if a change in tours is required.

**Section 19. Pharmacists - Tuition Reimbursement**

Reimbursement for tuition shall continue to be granted upon satisfactory completion of courses or workshops approved by the Executive Director of the institution for pharmacy, hospital administration and courses in related fields to employees in the Pharmacist Occupational Group who have completed one or more years of service in a sum not to exceed \$1,000 per annum. Effective March 1, 2000, this sum shall not exceed \$1,500 per annum.

**Section 20. Training and Upgrading Fund**

The City will continue to contribute the annual amount of \$67,025 to 1199SEIU Training & Upgrading Fund. Effective 2/5/08, the City will contribute the annual amount of \$75,000. This payment shall be used only for the purpose of providing training, upgrading and related projects for employees of the City and/or Health and Hospital Corporation who are covered by this contract.

**Section 21. Dieticians - Tuition Reimbursement**

Reimbursement for tuition in a sum not to exceed \$600 per annum shall continue to be granted, upon satisfactory completion by the employee of courses in dietetics and related subjects approved by the agency head, to each incumbent in the Dietician Occupational Group.

**Section 22. Dieticians - Uniform Allowance**

A uniform allowance in the pro-rated annual amount specified below shall continue to be provided for each incumbent in the Dietician Occupational Group who is required to wear a uniform which is not otherwise provided by the City:

<u>7/5/07</u>	<u>2/5/08</u>
\$459	\$500

**ARTICLE IV - WELFARE FUND**

**Section 1.**

- (a) In accordance with the election by the Union pursuant to the provisions of Article XIII of the 1995-2001 Citywide Agreement as amended between the City of New York and related public employers and District Council 37, A.F.S.C.M.E., AFL-CIO, or its successor Agreement(s), the Welfare Fund provisions of that Citywide Agreement as amended or any successor(s) thereto shall apply to employees covered by this Agreement.
- (b) When an election is made by the Union pursuant to the provisions of Article XIII, Section 1b, of the 1995-2001 Citywide Agreement as amended between the City of New York and related public employers and District Council 37, A.F.S.C.M.E., AFL-CIO, or any successor(s) thereto, the provisions of Article XIII, Section 1b of the Citywide Agreement as amended or any successor(s) thereto, shall apply to employees covered by this Agreement, and when such election is made, the Union hereby



waives its right to training, education and/or legal services contributions provided in this Agreement. In no case shall the single contribution provided in Article XIII, Section 1b of the Citywide Agreement as amended or any successor(s) thereto, exceed the total amount that the Union would have been entitled to receive if the separate contributions had continued.

### **Section 2.**

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

### **Section 3.**

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

## **ARTICLE V - PRODUCTIVITY AND PERFORMANCE**

### **Introduction**

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

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

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

## **Section 2 - Supervisory Responsibility**

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

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

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

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

## **ARTICLE VI - GRIEVANCE PROCEDURE**

### **Section 1. - Definition:**

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

- a. A dispute concerning the application or interpretation of the terms of this Agreement;
- b. A claimed violation, misinterpretation or misapplication of the rules or regulations, *written* policy or orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving Title 59, Appendix A of the Rules of the City Of New York (City Personnel Director Rules) 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 continuously 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 7 of this Article VI.

**Section 2.**

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

Employees may at any time informally discuss with their supervisors a matter which may become a grievance. If the results of such a discussion are unsatisfactory, the Employees may present the grievance at **STEP I**. All grievances must be presented in writing at all steps in the grievance procedure. For all grievances as defined in Section 1(c), no monetary award shall in any event cover any period prior to the date of the filing of the **STEP I** grievance unless such grievance has been filed within thirty (30) days of the assignment to alleged out-of-title work. 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.

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

**STEP I(a)** An appeal from an unsatisfactory determination at **STEP I** shall be presented in writing to the person designated by the agency head for such purpose. 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**. An appeal must be made within five (5) work days of the receipt of the **STEP I** or **STEP I(a)** determination. The agency head or designated representative, if any, shall meet with the Employee and/or the Union for review of the grievance and shall issue a determination in writing by the end of the tenth work day following the date on which the appeal was filed.

**STEP III**

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

**STEP IV**

An appeal from an unsatisfactory determination at **STEP III** may be brought solely by the Union to the Office of Collective Bargaining for impartial arbitration within fifteen (15) work days of receipt of the **STEP III** determination. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance". The Employer shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accordance with the 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 or any rule, regulation, written policy or order mentioned in Section 1 of this Article. 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 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.

#### **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.**

Grievances relating to a claimed wrongful disciplinary action taken against a non-competitive employee 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 and provisional employees
- e. Non-competitive employees with less than twelve (12) months of service in the title
- f. Competitive class employees.

**Step I(n) -**

Following the service of written charges upon an employee, a conference with such employee shall be held with respect to such charges by a person 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 determination in writing by the end of the fifth day following the date of the conference.

**Step II(n) -** If the employee is not satisfied 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 in Article VI, Section 2.

**Section 8.**

A grievance concerning a large number of Employees and which concerns a claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this Agreement may be filed directly at **STEP III** of the grievance procedure except that a grievance concerning Employees of the Health and Hospitals Corporation may be filed directly at **STEP II** of the grievance procedure. Such "group" grievance must be filed no later than 120 days after the date on which the grievance arose, and all other procedural limits, including time limits, set forth in this Article shall apply. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance.

**Section 9.**

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 10.**

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 11.**

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 12.**

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 13.**

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



**Section 14.**

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 15. 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 15 and notify the parties of proposed hearing dates for such cases.
    - (2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) to raise any objections thereto.
    - (3) If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any time prior to the scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of Disputes of the Office of Collective Bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.
    - (4) No case shall be submitted to the expedited arbitration process without the mutual agreement of the parties.
  - ii. **CONDUCT OF HEARINGS:**
    - (1) The presentation of the case, to the extent possible, shall be made in the narrative form. To the degree that witnesses are necessary, examination will be limited to questions of material fact and cross examination will be similarly limited. Submission of relevant documents, etc., will not be unreasonably limited and may be submitted as a "packet" exhibit.
    - (2) In the event either party is unable to proceed with hearing a particular case, the case shall be rescheduled. However, only one adjournment shall be permitted. In the event that either party is unable to proceed on a second occasion, a default judgment may be entered

against the adjourning party at the Arbitrator's discretion absent good cause shown.

- (3) The Arbitrator shall not be precluded from attempting to assist the parties in settling a particular case.
- (4) A decision will be issued by the Arbitrator within two weeks. It will not be necessary in the Award to recount any of the facts presented. However, a brief explanation of the Arbitrator's rationale may be included. Bench decisions may also be issued by the Arbitrator.
- (5) Decisions in this expedited procedure shall not be considered as precedent for any other case nor entered into evidence in any other forum or dispute except to enforce the Arbitrator's award.
- (6) The parties shall, whenever possible, exchange any documents intended to be offered in evidence at least one week in advance of the first hearing date and shall endeavor to stipulate to the issue in advance of the hearing date.

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

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

#### **ARTICLE VIII - NO STRIKES**

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

#### **ARTICLE IX - CITYWIDE ISSUES**

##### **Section 1.**

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.

**Section 2.**

Pursuant to Article V section 23 of the 1985-87 Citywide Agreement the parties have agreed that it is impracticable to recruit for the titles in the Pharmacist Occupational Group and the Dietician Occupational Group. The City has applied for and received a variation of Article V section 1(b) of the 1985-87 Citywide Agreement.

The annual leave allowance for employees covered by this agreement shall accrue as follows:

<u>Years in Service</u>	<u>Monthly Accrual</u>	<u>Annual Leave Allowance*</u>
At the beginning of the 1st year	1 2/3 days	20 days (four weeks)
At the beginning of the 8th year	2 days plus 1 additional day at the end of the leave year	25 work days (five weeks)
At the beginning of the 15th year	2 1/4 days per month	27 work days (five weeks and two days)

\*Total after one full year at monthly accrual rate.

**ARTICLE X - UNION ACTIVITY**

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

**ARTICLE XI - LABOR-MANAGEMENT COMMITTEE**

**Section 1.**

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

**Section 2.**

Each labor-management committee shall consider and recommend to the agency head changes in the working conditions of the employees within the agency who are covered by this Agreement. Matters subject

to the Grievance Procedure shall not be appropriate items for consideration by the labor-management committee.

**Section 3.**

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

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

**Section 4.**

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

**ARTICLE XII - FINANCIAL EMERGENCY ACT**

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

**ARTICLE XIII - APPENDICES**

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

**ARTICLE XIV - SAVINGS CLAUSE**

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

**ARTICLE XV - CONTRACTING-OUT CLAUSE**


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

WHEREFORE, we have hereunto set our hands and seals this 10<sup>th</sup> day of Mar, 2009.

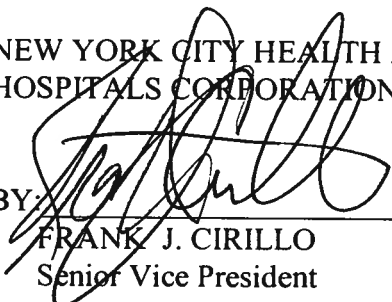
CITY OF NEW YORK AND  
RELATED PUBLIC EMPLOYERS  
AS DEFINED HEREIN

1199SEIU UNITED HEALTH CARE  
WORKERS

BY:   
JAMES F. HANLEY  
Commissioner of Labor Relations

BY:  2/4/09  
Maria Castaneda  
Secretary Treasurer

NEW YORK CITY HEALTH AND  
HOSPITALS CORPORATION

BY:   
FRANK J. CIRILLO  
Senior Vice President

OFFICE OF LABOR RELATIONS	
REGISTRATION	
OFFICIAL	CONTRACT
NO: <u>09015</u>	DATE: <u>MAR 10 2009</u>

APPROVED AS TO FORM:

BY:   
PAUL T. REPHEN  
ACTING CORPORATION COUNSEL

SUBMITTED TO THE  
FINANCIAL CONTROL BOARD

DATE:

UNIT: PHARMACISTS AND DIETICIANS  
TERM: July 5, 2007 to August 4, 2009

## APPENDIX A

### Appendix A to 2007-2009 Pharmacists & Dieticians Agreement Longevity Increment Eligibility Rules

The following rules shall govern the eligibility of employees for the longevity increments provided for in Article III, Sections 12 and 14 of the 2007-2009 Pharmacists & Dieticians 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 \$500/\$625 longevity increment, the \$500/\$625, shall become part of the employee's base rate for all purposes except as provided in paragraph 5 below.
5. The \$500/\$625 longevity increment shall not become pensionable until 15 months after the Employee becomes eligible to receive such payment. However, the \$500/\$625 longevity increment shall not be increased by the percentage increases in Article III, Section 3a of the 2007-2009 separate unit agreement.

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