THE CITY OF NEW YORK

OFFICE OF LABOR RELATIONS

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JAMES F. HANLEY
Commissioner
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First Deputy Commissioner

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES

FROM: JAMES F. HANLEY, COMMISSIONER James F. Hanley

SUBJECT: EXECUTED CONTRACT: SCHOOL SECURITY/TRAFFIC

TERM: AUGUST 1, 2002 TO DECEMBER 12, 2008

Attached for your information and guidance is a copy of the executed contract entered into by the Commissioner of Labor Relations on behalf of the City of New York and the Organization of Staff Analysts 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: JAN 2 3 2009

OFFICE OF LABOR RELATIONS
REGISTRATION
OFFICIAL CONTRACT

NO: 09009 DATE: JAN 2 3 2009

TABLE OF CONTENTS
School Security/Traffic
August 1, 2002 to December 12, 2008

ARTICLE I -- UNION RECOGNITION AND UNIT DESIGNATION.....2

ARTICLE II -- DUES CHECKOFF.....3

ARTICLE III -- SALARIES.....3

ARTICLE IV -- WELFARE FUND.....8

ARTICLE V -- PRODUCTIVITY AND PERFORMANCE.....8

ARTICLE VI -- GRIEVANCE PROCEDURE.....9

ARTICLE VII --BULLETIN BOARDS: EMPLOYER FACILITIES.....17

ARTICLE VIII -- NO STRIKES.....17

ARTICLE IX -- CITYWIDE ISSUES.....17

ARTICLE X -- UNION ACTIVITY.....18

ARTICLE XI -- LABOR-MANAGEMENT COMMITTEE.....18

ARTICLE XII -- FINANCIAL EMERGENCY ACT.....19

ARTICLE XIII -- SAVINGS CLAUSE.....19

SIGNATURE PAGE.....20

APPENDIX A.....21

APPENDIX B.....23

03009

AGREEMENT entered into this 23rd day of January, 2008, 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 (hereinafter referred to jointly as the Employer), and the Organization of Staff Analysts (hereinafter referred to as the Union), from August 1, 2002 to December 12, 2008.

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 covered positions in the bargaining unit in the below-listed titles, as defined in Board of Certification Decision No. 9-2001, dated September 12, 2001, as amended, or as otherwise agreed to by the parties, consisting of employees of the Employer, wherever employed whether full-time or 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:

Title Code No.	Title
10042	Administrative Traffic Enforcement Agent, Levels I, II, III
10083	Administrative School Security Manager, Level I*
60821	Associate Supervisor of School Security, Levels I & II

*for present incumbents only

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 increases, general increases, and any other salary adjustments, are based upon a normal work week of 35 hours. Effective July 1, 2007, the normal work week shall be 37.5 hours. In accordance with Article IX, Section 24 of the 1995 – 2001 Citywide Agreement, Employees who work 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 full-time, per-annum employees. 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.

09009

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

37.5 hour week basis: 1/1957.5 of the appropriate minimum basic annual 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):

Effective:

Title	August 1, 2004		July 31, 2005	
	Minimum	Maximum	Minimum	Maximum
Administrative Traffic Enforcement Agent Levels I, II, III	$50,246	$58,514	$52,733	$61,410
Administrative School Security Manager*	$56,570	$61,480	$59,370	$64,523
Associate Supervisor of School Security				
Level I	$48,431	$59,472	$50,828	$62,416
Level II	$56,570	$61,480	$59,370	$64,523

Effective:

Title	November 1, 2005		February 1, 2007	
	Minimum	Maximum	Minimum	Maximum
Administrative Traffic Enforcement Agent Levels I, II, III	$54,642	$63,633	455,735	$64,906
Administrative School Security Manager*	$61,519	$66,859	$62,749	$68,196
Associate Supervisor of School Security				
Level I	$52,668	$64,675	$53,721	$65,969
Level II	$61,519	$66,859	$62,749	$68,196

Effective:

Title	August 1, 2007	
	Minimum	Maximum
Administrative Traffic Enforcement Agent Levels I, II, III	$58,522	$68,151
Administrative School Security Manager*	$65,886	$71,606
Associate Supervisor of School Security		
Level I	$56,407	$69,267
Level II	$65,886	$71,606

* earmarked for present incumbents only

Section 3. Wage Increases

A. Lump Sum Payment

a. Effective upon ratification, a lump sum cash payment in the amount of $1,000 shall be paid to Employees who are in active pay status between May 30, 2007 and July 6, 2007, the date of ratification of the *2002-2008 School Security/Traffic Agreement.* Employees who are on approved leave with or without pay during designated time period above will receive the applicable lump sum payment upon their return to work.

b. Part-time per annum, part-time per diem (including seasonal appointees), per session and hourly paid Employees whose normal work year is less than a full calendar year shall receive a pro-rata portion of the lump sum cash payment on the basis of computations heretofore utilized by the parties for all such Employees.

c. The lump sum cash payment provided shall be pensionable, consistent with applicable law, and shall be paid as soon as practicable upon ratification.

d. The lump sum cash payment provided for in this Section shall not become part of the Employee's basic salary rate nor be added to the Employee's basic salary for the calculation of any salary based benefits including the calculation of future collective bargaining increases.

e. For circumstances that were not anticipated by the parties, the First Deputy Commissioner of Labor Relations may elect to issue, on a case-by-case basis, interpretations concerning the application of this provision.

B. General Wage Increase

a. **i.** Effective August 1, 2004, Employees shall receive a general increase of 3.00 percent.

ii. Effective July 31, 2005, Employees shall receive a general increase of 4.95 percent.

iii. Effective November 1, 2005, Employees shall receive a general increase of 3.62 percent.

iv. Effective February 1, 2007, Employees shall receive a general increase of 2.00 percent.

v. Effective August 1, 2007, Employees shall receive a general increase of 5.00 percent.

vi. 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

09009

in 3.a.i.-v. 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 July 31, 2004.

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 July 30, 2005.

iii. The general increase in Section 3.a.iii. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on October 31, 2005.

iv. The general increase in Section 3.a.iv. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on January 31, 2007.

v. The general increase in Section 3.a.v. shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on July 31, 2007.

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. Only the general increases in 3.a.iv. and 3.a.v. shall be applied to the "additions to gross".

Section 4.

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 5.

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.

2

Section 6. Advancement Increases

A person permanently employed by the Employer who is appointed or promoted on a permanent, provisional, or temporary basis in accordance with the Personnel Rules and Regulations of the City of New York or, where the Personnel Rules and Regulations 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, if any, whichever is greater.

Section 7. Longevity Increments

i. Employees with the required number of years of "City" service in pay status shall receive the longevity increments listed below:

Effective 6/30/02	Effective 2/1/07	Effective 11/1/07	Effective 12/12/08
10 yrs - $200 per annum	10 yrs - $204 per annum	10 yrs - $214 per annum	10 yrs - $404 per annum
15 yrs - $400 per annum (An Additional $200)	15 yrs - $408 per annum (An Additional $204)	15 yrs – $428 per annum (An Additional $214)	15 yrs - $808 per annum (An Additional $404)
20 yrs - $563 per annum (An Additional $163)	20 yrs - $574 per annum (An Additional $166)	20 yrs - $603 per annum (An Additional $175)	20 yrs - $1118 per annum (An Additional $310)

ii. The rules for eligibility for the longevity increments described in Section 7, subsections i, ii, and iii above are set forth in Appendix A to this Agreement and are incorporated by reference herein.

Section 8. Uniform Allowance

A uniform allowance in the annual amount listed below shall be provided for each employee who is required to purchase and wear a uniform.

Effective 11/1/05	$555
Effective 2/1/07	$566
Effective 8/1//07	$594

00003

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 l b., of the 1995-2001 Citywide Agreement between the City of New York and related public employers District Council 37, AFSCME, AFL-CIO, or any successor(s) thereto, the provisions of Article XIII, Section l b., of the 1995-2001 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, if any. In no case shall the single contribution provided in Article XIII, Section l. b., of the 1995-2001 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.

c. Contributions remitted to the Union pursuant to this Section 1 and Article XIII of the Citywide Agreement are contingent upon a signed separate trusted fund agreement between the Employer and the Union.

Section 2.

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

Section 3.

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

ARTICLE V -- PRODUCTIVITY AND PERFORMANCE

Introduction

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

agree to the following terms:

Section 1. Performance Levels

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

b. Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable law.

Section 2. Supervisory Responsibility

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

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

Section 3. - Performance Compensation

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

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

ARTICLE 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 the Personnel Rules and Regulations of the City of New York 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 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. 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.

Section 2.

The Grievance Procedure, except for grievances as defined in Sections l d. and 1 e. and 1 f. 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.*

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 or Step I(a). The appeal must be made within five (5) work days of the receipt of the STEP I or Step I(a) determination. The agency head or designated representative, if any, shall meet with the employee and/or the Union for review of the grievance and shall issue a determination in writing by the end of the tenth work day following the date on which the appeal was filed.

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

STEP IV An appeal from an unsatisfactory determination at STEP III may be brought solely by the Union to the Office of Collective Bargaining for impartial arbitration within fifteen (15) work days of receipt of the STEP III determination. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a grievance The Employer shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accordance with 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 the 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 l.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. Disciplinary Procedure for Permanent Competitive Employees

In any case involving a grievance under Section l 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 Section 7:5 of the Personnel 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 Section 7:5 of the Personnel 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. 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 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. Disciplinary Procedure for Provisional Employees

In any case involving a grievance under Section 1f. 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. All other individual grievances in process concerning the same issue shall be consolidated with the group grievance. 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.

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.

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 12.

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

Section 13. Expedited Arbitration Procedure

a. The parties agree that there is a need for an expedited arbitration process which would allow for the prompt adjudication of grievances as set forth below.

b. The parties voluntarily agree to submit matters to final and binding arbitration pursuant to the New York City Collective Bargaining Law and under the jurisdiction of the Office of Collective Bargaining. An arbitrator or panel of arbitrators, as agreed to by the parties, will act as the arbitrator of any issue submitted under the expedited

procedure herein.

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

i. SELECTION AND SCHEDULING OF CASES:

(1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 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 per party shall be permitted. In the event that the adjourning 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 the Employer's 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.

a. 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.

b. Employees in Rule X titles shall receive the benefits of the 1995-2001 Citywide Agreement, or its successor Agreement(s) unless otherwise specifically excluded herein.

c. An employee who was incumbent prior to the date of certification of the titles covered by this agreement, and whose annual leave accrual rate is currently greater than that which is

09009

provided for in the 1995-2001 Citywide Agreement or its successor Agreement(s) shall be considered "grandfathered-in" for the purposes of annual leave accrual. However, any person entering into a title covered by this Agreement on or after the date of certification shall accrue annual leave in accordance with the schedule set forth in the 1995-2001 Citywide Agreement or its successor Agreement(s). Effective 7/1/07 the annual leave accrual rate for all employees shall be reduced by one day per annum.

d. Effective calendar year 2007, the Floating Holiday shall be eliminated for all bargaining unit employees.

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.

Section 2.

The 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.

The 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. The committee shall select a chairperson from among its members at each meeting. The chairpersonship of the 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. The 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 -- SAVINGS CLAUSE

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

WHEREFORE, we have hereunto set our hands and seals this 23rd day of Jan 2009.

CITY OF NEW YORK AND
RELATED PUBLIC EMPLOYERS
AS DEFINED HEREIN

BY: James F. Hanley

JAMES F. HANLEY
Commissioner of
Labor Relations

ORGANIZATION OF STAFF
ANALYSTS

BY: Robert J. Croghan

ROBERT CROGHAN
Chairperson

APPROVED AS TO FORM:

BY: Paul T. Rephen

PAUL T. REPHEN
Acting Corporation Counsel

OFFICE OF LABOR RELATIONS
REGISTRATION
OFFICIAL CONTRACT
NO: 09009
DATE: JAN 23 2009

SUBMITTED TO THE
FINANCIAL CONTROL BOARD:

DATE:

UNIT: School Security/Traffic

TERM: August 1, 2002 to December 12, 2008

Appendix A

Longevity Increment Eligibility Rules

The following rules shall govern the eligibility of employees for the longevity increments provided for in Article III, Section 8, of the, et al. agreement:

1. Only service in pay status shall be used to calculate the 10 and 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 10 and 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 10 and 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 10 and 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 10 and 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 Personnel Rules and Regulations of the City of New York or the appropriate personnel authority of a covered organization.

   b. time prior to 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 and 15 years of service.

4. Once an employee has completed the 10 and/or 15 years of "City" service in pay status and is eligible to receive the respective longevity increment, the increment shall become part of the employee's base rate for all purposes except as provided in paragraph 5 below.

09009

5. The respective longevity increment shall not become pensionable until 15 months after the employee becomes eligible to receive such increment. Fifteen months after the employee becomes eligible to receive the longevity increment, such longevity increment shall become pensionable, and as part of the employee's base rate, shall be subject to the general increase provided in Article III, Section 3, of this agreement.

Appendix B

Guideline on Merit Increases for Sub-Managerial Employees

In awarding merit increases to sub-managerial employees, agency heads must adhere to the following guidelines:

1. An increase in duties within a title ordinarily shall not be considered the basis for a merit adjustment. If the increase in duties is significant, the position should be re-evaluated to a higher level.

2. Only one merit adjustment or provisional promotion can be granted to an employee within any twelve-month period.

3. Merit adjustment must be limited to employees with above-average ratings on their annual performance evaluations. A copy of the performance evaluation must be submitted to the Department of Personnel and the Mayor's Office with the Monthly Planned Action Report.

4. Merit adjustment can be made up to a maximum of 7% of the employee's base salary. In no case can the merit adjustments increase the employee's salary beyond the maximum established for the title and/or level.

5. The following shall be criteria for the granting of merit increases:

    a. outstanding productivity in the work assigned;

    b. outstanding performance in the work assigned;

    c. outstanding initiative and resourcefulness;

6. The following shall be the procedure for the granting of merit increases:

    The agency head shall notify the Union in writing of the name of those selected to receive merit increases prior to approval by the Mayor or his authorized representative. It is expressly understood that such notification to the union shall in no way interfere with the processing and implementation of the merit increases already proposed.

OFFICE OF LABOR RELATIONS

40 Rector Street, New York, NY 10006-1705
http://nyc.gov/html/olr

JAMES F. HANLEY
Commissioner

March 10, 2008

Robert Croghan, Chairperson
Organization of Staff Analysts
220 East 23rd Street, Suite 707
New York, NY 10010

Dear Mr. Croghan:

This is to confirm certain mutual understandings and agreements regarding the Agreement between the City of New York and the Organization of Staff Analysts (OSA) for the School Security/Traffic bargaining unit for the period from August 1, 2002 to December 12, 2008.

Effective January 1, 2007, the Employer's pro-rata annual contribution to the Welfare Fund shall be increased by $100.00 for active employees and retirees.

Effective May 1, 2007, the Employer shall contribute a one time lump sum payment to the Welfare Fund of $166.67 for active employees and retirees.

The OSA Welfare Fund Agreement shall specify the same.

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

Very truly yours,

JAMES F. HANLEY

AGREED AND ACCEPTED FOR
THE ORGANIZATION OF STAFF ANALYSTS

ROBERT CROGHAN
CHAIRPERSON

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

Robert Croghan, Chairperson
Organization of Staff Analysts
220 East 23rd Street, Suite 707
New York, NY 10010

Re: ***2002-2008 School Security/Traffic Agreement***

Dear Mr. Croghan:

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

Transit Check

The parties agree that the City will expand the current Transit Check program to offer to eligible employees the ability to purchase a Transit Debit Card through payroll deductions in accordance with IRC Section 132. In addition to the current MTA Surface and Subway lines, the Transit Debit Card may be used to purchase tickets for mass transit commutation only (i.e. LIRR, LI MTA Buses, MetroNorth). The administrative fee for this benefit will be borne by the participants and will be deducted on a prorated basis from the participating employee's paycheck. After one year of experience with this benefit, the City will examine the level of participation and the associated costs of providing this benefit to determine whether or not the administrative fee requires adjustment. The parties further agree to examine the possible expansion of this benefit to include other regional mass transit carriers.

Residency

The parties agree to support an amendment to Section 12-119 et seq. of the Administrative Code for the purpose of expanding permissible limits on residency to include the City of New York and Nassau, Westchester, Suffolk, Orange, Rockland or Putnam counties – with certain exceptions and limitations and except as may be prohibited by any other law requiring residency for appointment to certain positions including, but not limited to, the Public Officers Law – for employees covered by the terms of this Agreement.

Consistent with the above, Mayoral Directive 78-13, as amended July 26, 1978, and any other covered Employer's rules, regulations and/or operating procedures, shall be similarly modified to conform to the understanding of the parties.

Upon enactment of legislation to implement the provisions herein, employees shall be subject to Section 1127 of the New York City Charter.

Labor Management Committee on Pension Issues

There shall be a joint Labor Management Committee on Pensions with the appropriate parties. The committee shall analyze the actual costs and additional contribution rate(s) for members of the New York City Employees' Retirement System (NYCERS) and the Board of Education Retirement System (BERS) associated with Chapter 96 of the Laws of 1995. Such analysis shall be based on, among other factors, the actual number of people who elected to participate under the provisions of said Chapter 96 of the Laws of 1995 as of September 26, 1995. The committee shall make recommendations regarding the establishment of revised additional contribution rate(s) and other remedies it deems appropriate so as to reflect the actual cost to members of NYCERS and BERS. Regardless of the comparison of actual costs to additional contributions for members of NYCERS and BERS, there shall be no adjustment to contributions under Chapter 96 without first considering the contributions by the employer to NYCERS and BERS on behalf of all employees, and the comparison of those contributions to actual costs.

The appropriate parties further agree to discuss the following issues:

Chapter 96 Reopener
Chapter 96 Escape
Age and Vesting Requirements
Member Contribution Amounts and Duration
Benefit Formula Changes
Service Credits
Any other areas the parties mutually agree to

Continuation of Certain Health Benefits

The parties acknowledge that collective bargaining regarding health benefits is within the purview of negotiations between the Municipal Labor Committee and the City. Cost-containment initiatives in the City Health Benefits Program shall be discussed with the Municipal Labor Committee.

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

Very truly yours,

James F. Hanley

JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF ORGANIZATION OF STAFF ANALYSTS

BY: Robert J. Croghan

ROBERT CROGHAN
CHAIRPERSON