

**District Council 37
2000-2002 Sewage Treatment Worker Agreement**

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**District Council 37
2000-2002 Sewage Treatment Workers**

AGREEMENT entered into this 25th day of **February**, 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 City of New York Collecting Bargaining Law and their respective authorizations to the City to bargain on their behalf (hereinafter referred to jointly as the “**Employer**”) and **Local 1320, district Council 27, A.F.S.C.M.E., AFL-CIO** (hereinafter referred to as the “**Union**”) for the twenty-seven month period from April 1, 2000 to June 30, 2002.

W I T N E S S E T H :

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, whenever 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 or 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 (s):

90739	Sewage Treatment Worker
90767	Senior Sewage Treatment Worker

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 to this Agreement.

ARTICLE III – WAGES AND SUPPLEMENTS

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

ARTICLE IV – 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 2. – 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 Responsibilities

- 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 1, 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.

ARTICLE V – GRIEVANCE PROCEDURE

Section 1. – Definitions

The term “*Grievance*” shall mean:

- a. A dispute concerning the application or interpretation of the terms of this Agreement or of a Comptroller's Determination applicable to the titles covered by 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 Rules and Regulations of the City of the New York City Personnel Director 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 upon whom the agency had served written charges of incompetence or misconduct while the employee is serving in the employee's permanent status.
- f. Failure to serve written charges as required by Section 75 of the Civil Service Law upon a permanent employee covered by Section 75(1) of the Civil Service Law where any of the penalties (including a fine) set forth in Section 75(3) of the Civil Service Law have been imposed.
- g. A claimed wrongful disciplinary action taken against a provisional employee who has served for two years in the same or similar title or related occupational group in the same agency.
- h. A dispute concerning the application or interpretation of the letter between the parties, dated June 5, 2002, concerning Commercial Drivers License Class C (CDL-C).

Section 2.

The Grievance Procedure, except for grievances as defined in Sections 1(d), 1(e), and 1(g) 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 1c, no monetary award shall in any event cover any period prior to the date of the filing of the STEP I grievance unless such grievance has been filed within thirty (30) days of the assignment to alleged out-of-title work. No monetary award for a grievance alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be issued unless such grievance has been filed within the time 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 purposes 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 requests 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 in STEP I shall be presented in writing to the agency head or the agency head's designated representative who shall not be the same person designated in STEP I. The appeal must be made within five (5) work days of the receipt of the STEP I 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 in 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 the STEP II determination 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 the 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 therefore to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accordance with the Consolidated Rules of the Office of Collective Bargaining. The costs and fees of such arbitration shall be borne equally by the Union and the Employer.

The arbitrator’s decision, order of award (if any) shall be limited to the application and interpretation of the Agreement, and the arbitrator shall not add to, subtract or modify the Agreement or the Comptroller’s Determination. 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 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 1d 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 1e 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. 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.

STEP B(i) – If the employee is not satisfied with the determination in STEP A above then the Employer shall proceed in accordance with the disciplinary procedure 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 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 6.

In any case involving a grievance under Section 1g of this Article, the following procedures 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 if 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 shall be filed directly at STEP III of the grievance procedure. All other individual grievances in process concerning the same issue shall be considered a “group” grievance.

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 at 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.

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 applicable to the non-Mayoral agency involved.

Section 13.

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.

ARTICLE VI – BULLETIN BOARDS: EMPLOYEE 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 stationary, 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 VII – NO STRIKES

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

ARTICLE VIII – 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 IX – 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 them 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 X – LABOR/MANAGEMENT SAFETY COMMITTEE

There shall be a Labor/Management Safety Committee established consisting of representatives designated by the Union and the Employer. The Committee shall discuss health, safety and safety education and make recommendations concerning such matters.

ARTICLE XI – PERSONNEL PRACTICES

Section 1. – Definitions

- a. Seniority used in this Article shall mean unbroken permanent Civil Service tenure in title in the Bureau in which the employee is currently employed. The Employer shall provide the Union with a seniority list every year for all employees.

- b. Location as used herein shall be defined by separate agreement between the parties as spelled out in a side letter between them, said side letter to be signed by both parties and subject to change by mutual agreement. Nothing contained herein or in said side letter shall diminish any right of management including but not limited to the right to reorganize.

Section 2. – Schedules

- a. When practicable, changes in existing master schedule(s) shall be posted in advance of the effective date thereof.
- b. Holiday work schedules shall be posted prior to vacation picks. Such holiday schedules shall be subject to change.
- c. For the purpose of this subsection, special holidays are Thanksgiving Day, Christmas Day and the following New Year's Day. If an employee is scheduled to work more than one special holiday in a given year, the Employer shall make an effort to schedule that employee for no more than one such holiday in the following year. The Employer's decision in these matters shall not be subject to the Grievance Procedure.
- d. The Employer shall post who has the authority to release an employee. Employees shall not sign out early without proper authorization.

Section 3. – Vacations

- a. The Employer shall give employees an annual statement of their leave balances.
- b. Vacation selections shall be made by seniority in title in accordance with the rules, regulations and schedules established by the Department.

Section 4. – Vacancies (Assignments and Transfers)

a. Transfers

- (1) Requests for transfer from location to location must be submitted by the employee in writing. Such requests shall be considered on the following basis:
 - availability of a vacancy which can be filled;
 - the employee's order of priority on the transfer list;
 - the employee's record and work performance;
 - the employee's ability to perform the duties required by the assignment.

All requests shall specify the location(s) desired and shall be submitted on a standard form in accordance with procedures established by the Employer. If two or more employees filed requests for the same location at the same time, seniority shall determine the order of consideration and the priority number shall be assigned accordingly.

- (2) The Employee's name shall be entered on the transfer list on the date the request is received by the Chief of Administration. The employee shall be given a copy

of the request which shall reflect the date of receipt and the priority numbers reflecting the employee's place on each list.

An employee wishing to withdraw a transfer request must do so in writing during the fifteen (15) calendar day posting period.

- (3) When vacancies that the Employer has decided to fill occur at the location requested, transfer shall be made from the transfer list in accordance with the provisions of this Article provided that the transfer has been on file for at least sixty (60) days prior to the occurrence of the vacancy. Priority for transfers shall then be based on the length of time on the transfer list. A request for transfer may be acted on before sixty (60) days have expired if no other request is on file, and it is deemed advantageous to expedite such transfer.

When a position is filled by a temporary or provisional employee, it is no longer considered a vacancy.

When employees are reached on a transfer list, they will be notified in writing by the Bureau's Administration and Personnel Section to the effective date of the transfer.

Employees who are on probation shall be permitted only one transfer during the probationary period.

- (4) Transfers that have been made from location to location by the Chief of Plant Operations, because of changes in staffing or other reasons, shall be made on the basis of inverse seniority in title, except when special administrative action prevails.

If a section of a plant is temporarily shut down because of contractual work, disaster or other unusual circumstances, and an operating watch must be temporarily reduced in force, the employees with the lowest seniority in title shall be temporarily reassigned until the condition is corrected and shall then be returned to their regular assignments.

- (5) An employee who is transferred in accordance with the foregoing and does not perform the duties of the assignment satisfactorily and/or if the assignment is of a temporary nature shall be subject to reassignment to the employee's previous location, if possible.
- (6) An employee shall be notified in writing when transferred, specifying the location and whether the transfer is permanent or temporary.

b. **Assignments Within Locations**

- (1) All assignments within a location or special section shall be posted for a period of ten (10) calendar days except when there is an immediate need to fill such an

assignment, in which case it shall be filled temporarily for the period of the posting process. The posted notice shall state whether the assignment is permanent or temporary.

- (2) Assignments within a location shall be filled on the basis of seniority, work performance, the employee's record and the ability to perform the specific work. However, if no employee is desirous of filling the vacancy, it shall be filled on the basis of inverse seniority, work performance, the employee's record and the ability to perform the specific work.

If a temporary or provisional job occurs within a location and the Employer has decided to fill it in the absence of a Civil Service List, such vacancy shall be filled in the same manner as location assignments provided all transfer requests have been honored.

An employee with seniority who desires the position and is passed over shall be informed of the reason.

- (3) An employee returning to a permanent title from a provisional or temporary appointment in the bureau in which the employee is currently employed shall retain seniority and the previous assignment if it still exists. For these purposes, such a previous assignment shall still exist if the assignment is filled or it is vacant and the Employer has decided to fill it.

Section 5. – Job Specifications

The Union shall be given a copy of proposed changes in job specifications for any title herein for its perusal at least five (5) working days in advance of the final approval of such changes.

ARTICLE XII – MANAGEMENT RIGHTS

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

ARTICLE XIII – BARGAINING BAR DURING TERM OF AGREEMENT

Section 1.

Except for matters within the purview of Section 220 of the Labor Law or a determination pursuant thereto, this Agreement represents the entire agreement of the parties after negotiations in good faith, and no other agreement, understanding or practice shall be of any force or effect.

Section 2.

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

Section 3.

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

ARTICLE XIV – FINANCIAL EMERGENCY ACT

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

ARTICLE XV – APPENDICES

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

ARTICLE XVI – 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 the Agreement.

ARTICLE XVII – 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 IX of this Agreement.

ARTICLE XVIII – 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.

APPENDIX A
SEWAGE TREATMENT WORKERS WAGE RATES
APRIL 1, 2000 THROUGH JUNE 30, 2002

Schedule A
(Rates if the Program is in effect)

SEWAGE TREATMENT WORKER STEP 3

<u>PERIOD</u>	<u>HOURLY RATE</u>	<u>SATURDAY RATE</u>	<u>SUNDAY RATE</u>	<u>HOLIDAY RATE</u>
4/1/00 – 3/31/01	\$22.48	\$28.11	\$33.73	\$44.97
4/1/01 – 6/30/02	\$23.38	\$29.24	\$35.08	\$46.77

SEWAGE TREATMENT WORKER STEP 2

<u>PERIOD</u>	<u>HOURLY RATE</u>	<u>SATURDAY RATE</u>	<u>SUNDAY RATE</u>	<u>HOLIDAY RATE</u>
4/1/00 – 3/31/01	\$20.78	\$25.98	\$31.17	\$41.56
4/1/01 – 6/30/02	\$21.61	\$27.02	\$32.42	\$43.22

SEWAGE TREATMENT WORKERS STEP 1

<u>PERIOD</u>	<u>HOURLY RATE</u>	<u>SATURDAY RATE</u>	<u>SUNDAY RATE</u>	<u>HOLIDAY RATE</u>
4/1/00 – 3/31/01	\$14.44	\$18.04	\$21.65	\$51.71
4/1/01 – 6/30/02	\$15.01	\$18.77	\$22.52	\$30.03

SENIOR SEWAGE TREATMENT WORKER

<u>PERIOD</u>	<u>HOURLY RATE</u>	<u>SATURDAY RATE</u>	<u>SUNDAY RATE</u>	<u>HOLIDAY RATE</u>
4/1/00 – 3/31/01	\$25.85	\$32.32	\$38.78	\$51.71
4/1/01 – 6/30/02	\$26.89	\$33.62	\$40.33	\$53.78

Schedule B

(Rates if the Program is not in effect)

SEWAGE TREATMENT WORKER STEP 3

<u>PERIOD</u>	<u>HOURLY RATE</u>	<u>SATURDAY RATE</u>	<u>SUNDAY RATE</u>	<u>HOLIDAY RATE</u>
4/1/00 – 3/31/01	\$22.71	\$28.39	\$34.07	\$45.42
4/1/01 – 6/30/02	\$23.62	\$29.53	\$35.43	\$47.24

SEWAGE TREATMENT WORKER STEP 2

<u>PERIOD</u>	<u>HOURLY RATE</u>	<u>SATURDAY RATE</u>	<u>SUNDAY RATE</u>	<u>HOLIDAY RATE</u>
4/1/00 – 3/31/01	\$20.96	\$26.20	\$31.44	\$41.92
4/1/01 – 6/30/02	\$21.80	\$18.93	\$22.71	\$30.28

SEWAGE TREATMENT WORKERS STEP 1

<u>PERIOD</u>	<u>HOURLY RATE</u>	<u>SATURDAY RATE</u>	<u>SUNDAY RATE</u>	<u>HOLIDAY RATE</u>
4/1/00 – 3/31/01	\$14.56	\$18.20	\$21.84	\$29.12
4/1/01 – 6/30/02	\$15.14	\$18.93	\$22.71	\$30.28

SENIOR SEWAGE TREATMENT WORKER

<u>PERIOD</u>	<u>HOURLY RATE</u>	<u>SATURDAY RATE</u>	<u>SUNDAY RATE</u>	<u>HOLIDAY RATE</u>
4/1/00 – 3/31/01	\$26.08	\$32.60	\$39.12	\$52.16
4/1/01 – 6/30/02	\$27.12	\$33.90	\$40.68	\$54.24