



OFFICE OF LABOR RELATIONS

40 Rector Street, New York, N.Y. 10006-1705
nyc.gov/olr

ROBERT W. LINN
Commissioner

RENEE CAMPION
First Deputy Commissioner

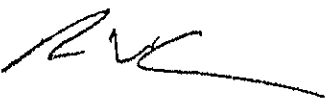
CLAIRE LEVITT
Deputy Commissioner
Health Care Cost Management

MAYRA E. BELL
General Counsel

CHRIS BERNER
Chief of Staff

GEORGETTE GESTELY
Director, Employee Benefits Program

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES

FROM: ROBERT W. LINN, COMMISSIONER 

SUBJECT: EXECUTED CONTRACT: ENGINEERING & SCIENTIFIC

TERM: MARCH 3, 2008 TO MARCH 2, 2010

Attached for your information and guidance is a copy of the executed contract entered into by the Commissioner of Labor Relations and the Health and Hospitals Corporation on behalf of the City of New York and District Council 37 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: March 27, 2015

OFFICE OF LABOR RELATIONS	
REGISTRATION	
OFFICIAL	CONTRACT
NO: 15005	DATE: March 27, 2015

2008-2010 Engineering & Scientific Agreement

CONTENTS:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION.....	2
ARTICLE II - DUES CHECKOFF.....	8
ARTICLE III - SALARIES.....	8
ARTICLE IV - WELFARE FUND.....	43
ARTICLE V - PRODUCTIVITY AND PERFORMANCE.....	44
ARTICLE VI - GRIEVANCE PROCEDURE.....	45
ARTICLE VII - BULLETIN BOARDS: EMPLOYER FACILITIES.....	51
ARTICLE VIII - NO STRIKES.....	51
ARTICLE IX - CITYWIDE ISSUES.....	51
ARTICLE X - UNION ACTIVITY.....	52
ARTICLE XI - LABOR-MANAGEMENT COMMITTEE.....	52
ARTICLE XII - FINANCIAL EMERGENCY ACT.....	53
ARTICLE XIII - APPENDICES.....	53
ARTICLE XIV - SAVINGS CLAUSE.....	53
ARTICLE XV - CONTRACTING-OUT CLAUSE.....	53
ARTICLE XVI - ASSIGNMENT DIFFERENTIALS.....	53
ARTICLE XVII - TRAINING FUND.....	57
ARTICLE XVIII - RECRUITMENT & RETENTION OF PROFESSIONAL PERSONNEL.....	57
ARTICLE XIX - PROFESSIONAL FEE ALLOWANCE.....	57
Appendix A.....	59
Appendix B.....	60

15005

2008-2010 Engineering & Scientific Agreement

AGREEMENT entered into this ____ day of _____, 2014 by and between the City of New York and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf and the New York City Health and Hospitals Corporation (hereinafter jointly referred to as the "Employer"), and the Civil Service Technical Guild, Local 375, A.F.S.C.M.E., AFL-CIO and District Council 37, AFSCME, AFL-CIO (hereinafter jointly referred to as the "Union"), for the twenty-four (24) month period from March 3, 2008 to March 2, 2010.

WITNESSETH:

WHEREAS, the parties hereto have entered into collective bargaining and desire to reduce the results thereof to writing,

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the bargaining unit set forth below, consisting of employees of the Employer, wherever employed, whether full-time, part-time per annum, hourly or per diem, in the below listed title(s), and in any successor title(s) that may be certified by the Board of Certification of the Office of Collective Bargaining to be part of the unit herein for which the Union is the exclusive collective bargaining representative and in any positions in Restored Rule X titles of the Classified Service the duties of which are or shall be equated by the City Personnel Director and the Director of the Budget for salary purposes to any of the below listed title(s):

UNIT "A"

(* To be deleted when vacant)

Air Pollution Control Engineer *	20610
Air Pollution Control Engineering Intern *	20602
Air Pollution Control Engineering Trainee	20604
Air Pollution Inspector	31315
Architect (including specialty)	21215,16, 212150
Architectural Intern	21205, 212050
Architectural Specialist *	06106
Asbestos Hazard Investigator	31312
Assistant Air Pollution Control Engineer *	20605
Assistant Architect	03716, 21210, 212100
Assistant Area Manager of School Maintenance.	91696
Assistant Chemical Engineer	20510
Assistant Chemist (including specialties) *	21810,11, 218100
Assistant Civil Engineer	20210, 202100
Assistant Coordinator of Highway Transportation Studies	22360
Assistant Director of Technical Services (Air Pollution Control)	20612

15005

Assistant Director of Technical Services (Emissions Inventory - Stationary Sources)	20603
(alphabetized incorrectly)	
Assistant Electrical Engineer	20310,05574, 203100
Assistant Engineer (Accounting)	20710
Assistant Engineering Technician (JOP)	20112,03782,09517
Assistant Environmental Engineer	20617
Assistant Geologist	21910
Assistant Health Facilities Planner	22081, 220810
Assistant Highway Transportation Specialist	22305
Assistant Landscape Architect	21310
Assistant Mechanical Engineer	20410, 204100
Assistant Physicist (including specialties) *	22010,1,2,3, 220100-30
Assistant Plan Examiner (Buildings)	22405
Assistant Planner	22110, 05524
Assistant Project Coordinator	22420, 05561
Assistant Project Development Coordinator	22515
Assistant Project Manager	22502
Assistant Project Services Specialist	22516
Assistant Scientist (Radiation Control)	21511
Assistant Signal Circuit Engineer	20311
Assistant Space Analyst *	80181
Assistant Superintendent of Construction *	34210,03766,03781, 342100
Assistant Superintendent of Construction and Repairs	91355
Assistant Supervisor of Electrical Installations	34208
Assistant Supervisor of Mechanical Inst.	34209
Assistant Surveyor *	21010
Assistant Surveyor Trainee *	21005
Assistant Urban Designer	22092
Associate Air Pollution Inspector	31316
Associate Chemist	21822,963010, 20, 30
Associate City Planner *	22123
Associate Engineering Technician	20118,961710, 20
Associate Fire Protection Inspector	31662
Associate Graphic Artist *	91416
Associate Housing Development Specialist	22508
Associate Landmarks Preservationist	92238
Associate Project Manager	22427
Associate Space Analyst *	80183
Associate Urban Designer	22124
Automotive Specialist	20130
Cartographer (Civil Defense)	71411
Chemical, Biological & Radiological Officer (C.D.)	71435
Chemical Engineer	20515
Chemical Engineering Intern	20503

15005

Chemist (including specialties)	21815-21, 218150
Chemist Trainee *	21801
Chief Supervisor of Mechanical Installations	34265
City Planner	22122
City Planning Technician	22121
City Research Scientist	21744
Civil Engineer (including specialties)	20215-20, 202150
Civil Engineering Drafter	20205
Civil Engineering Intern	20202, 202020
Civil Engineering Trainee	20201
Community Planning Board Coordinator	22117
Computer Facilities Maintainer (FISA)	91603
Construction Management Assistant	00103, 001030
Construction Manager (including specialties) *	34217-18, 03812, 342180
Construction Project Manager	34202, 962510-30
Construction Project Manager Intern	34201
Criminalist	21849
Director of Intersectional Traffic Control	22347
Electrical Engineer (including specialties)	20315-20, 203150, 60
Electrical Engineering Drafter	20305
Electrical Engineering Intern	20302, 203020
Electrical Engineering Trainee	20301
Engineer (Accounting) (CE & S)	2071520815
Engineer-Assessor (all specialties)	20915-19
Engineering Aide	20101
Engineering Specialist *	06019
Engineering Technician (including specialties)	20113, 961610, 20, 09933, 03768
Engineering Technician Aide (JOP)	09456
Engineering Technician Trainee	20111, 03769, 201110
Engineering Work Study Trainee	20100
Environmental Control Technician	90971
Environmental Engineer	20618
Environmental Engineering Intern	20616
Estimator (including specialties)	03713, 20121, 20122, 20123
Fire Protection Inspector	31661
Forensic Analyst (OCME)	06524
Forensic Scientist (OCME)	06525
Forester	81361
General Superintendent of Construction (including specialties) *	34266, 67, 342670
General Superintendent of Construction and Repairs	91396
General Supervisor of Building Maintenance (all fields) *	91673-75
Geologist	21915
Geologist Trainee	21901
Graphic Artist	05736, 91415

15005

Health Facilities Planner	22082, 220820
Highway Transportation Specialist	22315
Housing Development Specialist	22507
Housing Development Specialist Trainee	22506
Illustrator	91410, 914100
Industrial Hygienist	31305
Instrument Maker (Radiology)	90722, 907220
Instrumentation Specialist	91001
Instrumentation Specialist (Trainee)	91000
Junior Architect	21206, 212060
Junior Chemist	21805, 218050
Junior Civil Engineer	20206, 202060
Junior Drafter	20102
Junior Electrical Engineer	20306, 203060
Junior Health Facilities Planner	22080, 220800
Junior Mechanical Engineer	20406, 204060
Landmarks Preservationist	92237
Landmarks Preservation Specialist	92242
Landscape Architect	21315
Landscape Architect Intern	21306
Marine Electronics Technician	06753
Mechanical Engineer (including specialties)	20415-18, 204150
Mechanical Engineering Drafter	20405
Mechanical Engineering Intern	20403, 204030
Medical Equipment Repair Technician	90690, 906900
Medical Equipment Specialist	90691, 906910
Painting Inspector	32815
Physicist (Levels I, II, III) (including specialties *)	22015-18, 220150, 70, 80
Physicist Trainee *	22001
Plan Examiner (Buildings)	22410
Planner	22115
Planner Trainee	22107
Principal Air Pollution Control Engineer	20620
Principal Air Pollution Inspector	31360
Principal Chemical Engineer	20550
Principal Chemist (including specialties)	21835-37, 218350
Principal Civil Engineer (including specialties)	20250, 20260
Principal Electrical Engineer	20350
Principal Engineer	21130
Principal Illustrator	91460, 03818
Principal Mechanical Engineer	20450
Principal Physicist *	22030
Principal Planner	22130, 03816
Principal Research Scientist (Biological Sciences)	21770, 217700

15005

Principal Urban Designer	22095
Project Coordinator	22421, 03718
Project Development Coordinator	22525
Project Development Coordinator Trainee	22504
Project Manager (Other than HHC)	22426
Project Manager (HHC only)	039710, 224260, 224270
Project Manager Intern	22425
Project Services Specialist	22526
Radio Repair Technician	00457, 004570
Research Scientist	21755
Safety Officer	31617, 05609, 316170
Safety Specialist	05799, 31310
Scientist (Radiation Control)	21516
Scientist (Water Ecology)	21538
Scientist (Water Ecology) Trainee	21537
Senior Air Pollution Control Engineer	20615
Senior Air Pollution Inspector	31335
Senior Architect (including specialties)	21225-26, 212250
Senior Automotive Specialist	20131
Senior Chemical Engineer	20525
Senior Chemist (including specialties)	21825-31
Senior Civil Engineer (including Specialist)	20225-32, 202250
Senior Computer Equipment Design Specialist	05601
Senior Electrical Engineer (including Specialist)	20325-29, 203250
Senior Engineer (Accounting)	20725
Senior Engineer (Safety)	20825
Senior Engineer (Cranes)	20234
Senior Engineer-Assessor	20920
Senior Engineering Technician (including specialties, JOP)	20114, 16, 09518, 03806
Senior Environmental Control Technician	90972
Senior Estimator (including specialties)	20126-28
Senior Geologist	21925
Senior Health Facilities Planner	22083, 220830
Senior Highway Transportation Specialist *	22325
Senior Hull & Machinery Inspector	33335
Senior Illustrator	91435, 914350
Senior Industrial Engineer	20625
Senior Landscape Architect	21325
Senior Mechanical Engineer (including specialties)	20425-28, 204250
Senior Meteorologist	21950
Senior Painting Inspector	32835
Senior Physicist (including specialties) *	22025-29, 220250, 60, 70
Senior Plan Examiner (Buildings)	22411
Senior Planner	22125, 03801

15005

Senior Project Coordinator	22422
Senior Project Development Coordinator	22530
Senior Project Services Specialist	22531
Senior Scientist (Radiation Control)	21526
Senior Supervisor of Mechanical Installations	34235
Senior Traffic Control Inspector *	31735
Senior Urban Designer	22094
Senior Waterfront Construction Inspector	34535
Space Analyst *	80184
Superintendent of Construction *	34215,03796, 342150
Superintendent of Construction and Repairs	91375
Supervising Air Pollution Inspector	31355
Supervising Environmental Control Technician	90973
Supervising Hull & Machinery Inspector	33355
Supervising HVAC Specialist	05730
Supervising Traffic Control Inspector *	31750
Supervisor of Building Maintenance.(All Fields) *	91670-2
Supervisor of Diesel Engine Maintenance.	91642
Supervisor of Electrical Installations	34220
Supervisor of Electrical Installations & Maintenance	34205
Supervisor of Mechanical Installations	34216
Supervisor of Mechanical. Installations & Maintenance	34221
Surveyor	21015
Tax Map Cartographer	21006
Telemetric Systems Specialist	20238
Traffic Control Inspector	31715
Urban Archeologist	92248
Urban Designer	22093
Urban Designer Trainee	22090
Urban Technician	22100
Waterfront Construction Inspector	34515

UNIT "B"

Associate Operations Communications Specialist	20272
Director (TV)	60666
Film Editor	90312
Film Manager	90313
Operations Communications Specialist	20271
Program Announcer	60636
Program Producer	60621
Radio & TV Operator	90411
Supervisor of Radio & TV Operators	90436
Supervisor of Radio Production	09995
Television Equipment Operator	90311
Television Lighting Technician	90310

15005

Section 2.

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

ARTICLE II - DUES CHECKOFF

Section 1.

- a. The Union shall have the exclusive right to the checkoff and transmittal of dues on behalf of each employee in accordance with the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "Regulations Relating to the Checkoff of Union Dues" and in accordance with the Mayor's Executive Order No. 107, dated December 29, 1986, entitled "Procedures for Orderly Payroll Check-Off of Union Dues and Agency Shop Fees."
- b. Any Employee may consent in writing to the authorization of the deduction of dues from the Employee's wages and to the designation of the Union as the recipient thereof. Such consent, if given, shall be in a proper form acceptable to the City, which bears the signature of the Employee.

Section 2.

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

ARTICLE III - SALARIES

Section 1.

- a. This Article III is subject to the provisions, terms and conditions of the Alternative Career and Salary Pay Plan Regulations, dated March 15, 1967 as amended, except that the specific terms and conditions of this Article shall supersede any provisions of such Regulations inconsistent with this Agreement subject to the limitations of applicable provisions of law.
- b. Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, advancement or level increases, general increases, education differentials and any other salary adjustments, are based upon a normal work week of 35 hours (except that such matters for Computer Facilities Maintainer (FISA) is based upon normal work week of 40 hours). In accordance with Article IX, Section 24 of the 1995-2001 Citywide Agreement, an Employee who works on a full-time, per-diem basis shall receive their base salary (including salary increment schedules) and/or additions-to-gross payment in the same manner as a full-time, per-annum employee. An employee who works on a part-time per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such employee and the number of hours in the said normal work week, unless otherwise specified.

15005

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

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

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

40 hour week basis - 1/2088 of the appropriate minimum basic salary.

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

Section 2.

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

a. Effective March 3, 2008

i. Unit A (Engineering/Scientific)

<u>TITLE</u>	(1) Minimum	(2) Maximum
	<u>(a) Hiring Rate¹</u>	<u>(b) Incumbent Rate</u>
Air Pollution Control Engineer Level I	\$54,931	\$63,171
Air Pollution Control Engineer Level II	\$65,310	\$75,106
Air Pollution Control Engineer Level III	\$73,058	\$84,017
Air Pollution Control Engineering Intern	See Section 2(a)(i) - Schedule B	
Air Pollution Control Engineering Trainee	\$39,992	\$45,991
Air Pollution Inspector Level I		Flat Rate
	Hiring Rate	\$28,335
	After 1 year	\$29,748
	After 2 years	\$31,234
Air Pollution Inspector Level II	\$37,885	\$43,568
Architect (including specialties) Level I	\$54,931	\$63,171
Architect (including specialties) Level II	\$65,310	\$75,106
Architect (including specialties) Level III	\$73,058	\$84,017
Architectural Intern	See Section 2(a)(i) - Schedule B	
Architectural Specialist Level I	\$65,310	\$75,106

Architectural Specialist Level II	\$73,058	\$84,017	\$99,045
Asbestos Hazard Investigator	\$44,111	\$50,728	\$66,192
Assistant Air Pollution Control Engineer	\$46,275	\$53,216	\$69,435
Assistant Architect ²	\$46,275	\$53,216	\$69,435
Assistant Area Manager of School Maintenance.	\$60,521	\$69,599	\$88,701
Assistant Chemical Engineer ²	\$46,275	\$53,216	\$69,435
Assistant Chemist (including specialties) ⁴	\$42,907	\$49,343	\$62,832
Assistant Civil Engineer ²	\$46,275	\$53,216	\$69,435
Assistant Coordinator of Highway Transportation Studies	\$60,521	\$69,599	\$88,701
Assistant Director of Technical Services (Air Pollution Control)	\$68,481	\$78,753	\$89,993
Assistant Director of Technical Services (Emissions Inventory-Stationary Sources)	\$68,481	\$78,753	\$89,993
Assistant Electrical Engineer ²	\$46,275	\$53,216	\$69,435
Assistant Engineer (Accounting) ²	\$46,275	\$53,216	\$69,435
Assistant Engineering Technician (JOP) ⁵	\$30,709	\$35,315	\$39,967
Assistant Environmental Engineer	\$46,275	\$53,216	\$69,435
Assistant Geologist	\$46,275	\$53,216	\$69,435
Assistant Health Facilities Planner	\$48,370	\$55,625	\$72,483
Assistant Highway Transportation Specialist	\$39,992	\$45,991	\$58,835
Assistant Landscape Architect ²	\$46,275	\$53,216	\$69,435
Assistant Mechanical Engineer ²	\$46,275	\$53,216	\$69,435
Assistant Physicist (including specialist) ⁴	\$46,275	\$53,216	\$69,435
Assistant Plan Examiner (Buildings) ²	\$48,370	\$55,625	\$72,483
Assistant Planner	\$44,759	\$51,473	\$64,641
Assistant Project Coordinator	\$46,275	\$53,216	\$69,435
Assistant Project Development Coordinator ⁵	\$46,275	\$53,216	\$69,435
Assistant Project Manager	\$46,275	\$53,216	\$69,435
Assistant Project Services Specialist ⁵	\$46,275	\$53,216	\$69,435
Assistant Scientist (Radiation Control)	\$46,275	\$53,216	\$69,435
Assistant Signal Circuit Engineer ²	\$46,275	\$53,216	\$69,435
Assistant Space Analyst	\$46,275	\$53,216	\$69,435
Assistant Superintendent of Construction ⁵	\$46,275	\$53,216	\$69,435
Assistant Superintendent of Construction and Repairs	\$46,275	\$53,216	\$69,435
Assistant Supervisor of Electrical Installations	\$46,275	\$53,216	\$69,435
Assistant Supervisor of Mechanical Installations	\$46,275	\$53,216	\$69,435
Assistant Surveyor	\$54,931	\$63,171	\$79,555
Assistant Surveyor Trainee ³	\$46,275	\$53,216	\$69,435
Assistant Urban Designer	\$46,275	\$53,216	\$69,435
Associate Air Pollution Inspector Level I	\$40,692	\$46,796	\$57,298
Associate Air Pollution Inspector Level II	\$45,586	\$52,424	\$63,387
Associate Air Pollution Inspector Level III	\$50,489	\$58,062	\$69,488
Associate Chemist Level I ⁴	\$48,676	\$55,977	\$72,195
Associate Chemist Level II ⁴	\$57,743	\$66,404	\$81,656

Associate Chemist Level III ⁴	\$63,339	\$72,840	\$96,199
Associate City Planner Level I	\$59,422	\$68,335	\$86,806
Associate City Planner Level II	\$63,339	\$72,840	\$96,199
Associate Engineering Technician Level I	\$39,729	\$45,688	\$58,531
Associate Engineering Technician Level II	\$45,457	\$52,275	\$63,352
Associate Fire Protection Inspector Level I	\$42,320	\$48,668	\$59,590
Associate Fire Protection Inspector Level II	\$47,410	\$54,521	\$65,922
Associate Fire Protection Inspector Level III	\$52,508	\$60,384	\$72,268
Associate Graphic Artist	\$47,701	\$54,856	\$81,194
Associate Housing Development Specialist	\$60,521	\$69,599	\$88,701
Associate Landmarks Preservationist	\$54,596	\$62,785	\$76,440
Associate Project Manager Level I	\$54,931	\$63,171	\$79,555
Associate Project Manager Level II	\$60,521	\$69,599	\$88,701
Associate Project Manager Level III	\$73,058	\$84,017	\$99,045
Associate Space Analyst	\$54,931	\$63,171	\$79,555
Associate Urban Designer Level I	\$54,931	\$63,171	\$79,555
Associate Urban Designer Level II	\$60,521	\$69,599	\$88,701
Associate Urban Designer Level III	\$63,220	\$72,703	\$95,833
Automotive Specialist	\$54,931	\$63,171	\$79,555
Cartographer (Civil Defense)	\$37,752	\$43,415	\$55,307
Chemical, Biological & Radiological Officer (C.D.)	\$48,370	\$55,625	\$72,483
Chemical Engineer Level I	\$54,931	\$63,171	\$79,555
Chemical Engineer Level II	\$65,310	\$75,106	\$90,734
Chemical Engineer Level III	\$73,058	\$84,017	\$99,045
Chemical Engineering Intern	See Section 2(a)(i) - Schedule B		
Chemist (including specialties) ⁵	\$48,676	\$55,977	\$72,195
Chemist Trainee	\$36,639	\$42,135	Flat Rate
Chief Supervisor of Mechanical Installations	\$60,521	\$69,599	\$88,701
City Planner Level I	\$44,759	\$51,473	\$64,641
City Planner Level II	\$52,866	\$60,796	\$77,824
City Planner Level III	\$59,422	\$68,335	\$86,806
City Planner Level IV	\$63,339	\$72,840	\$96,199
City Planning Technician	\$31,562	\$36,296	\$48,418
City Research Scientist Level I	Hiring Rate After 1 year	\$52,000	Flat Rate
		See Note 9	\$57,200
City Research Scientist Level II		\$61,214	\$70,396
City Research Scientist Level III		\$68,481	\$78,753
City Research Scientist Level IV-A		\$76,438	\$87,904
City Research Scientist Level IV-B		\$78,457	\$90,225
Civil Engineer (including specialties) Level I		\$54,931	\$63,171
Civil Engineer (including specialties) Level II		\$65,310	\$75,106
Civil Engineer (including specialties) Level III		\$73,058	\$84,017

Civil Engineering Drafter ⁵	\$39,992	\$45,991	\$58,835
Civil Engineering Intern	See Section 2(a)(i) - Schedule B		
Civil Engineering Trainee ⁵	\$39,992	\$45,991	Flat Rate
Community Planning Board Coordinator	\$36,499	\$41,974	\$50,639
Computer Facilities Maintainer (FISA)	\$46,275	\$53,216	\$69,435
Construction Management Assistant	\$38,872	\$44,703	\$57,550
Construction Manager (including specialties) ⁵	\$61,910	\$71,196	\$94,559
Construction Project Manager Level I	\$46,275	\$53,216	\$69,435
Construction Project Manager Level II	\$54,931	\$63,171	\$79,555
Construction Project Manager Level III	\$58,423	\$67,186	\$99,045
Construction Project Manager Intern	See Section 2(a)(i) - Schedule B		
Criminalist Level I-A		\$40,428	Flat Rate
Criminalist Level I-B		\$42,950	\$50,950
Criminalist Level II		\$51,399	\$70,722
Criminalist Level III		\$64,075	\$84,407
Criminalist Level IV		\$73,932	\$96,574
Director of Intersectional Traffic Control	\$60,521	\$69,599	\$88,701
Electrical Engineer (including specialties) Level I	\$54,931	\$63,171	\$79,555
Electrical Engineer (including specialties) Level II	\$65,310	\$75,106	\$90,734
Electrical Engineer (including specialties) Level III	\$73,058	\$84,017	\$99,045
Electrical Engineering Drafter ⁵	\$39,992	\$45,991	\$58,835
Electrical Engineering Intern	See Section 2(a)(i) - Schedule B		
Electrical Engineering Trainee ⁵	\$39,992	\$45,991	Flat Rate
Engineer (Accounting) (CE & S)	\$54,931	\$63,171	\$79,555
Engineer-Assessor (all specialties)	\$54,931	\$63,171	\$79,555
Engineering Aide	\$39,992	\$45,991	\$58,835
Engineering Specialist Level I	\$65,310	\$75,106	\$90,734
Engineering Specialist Level II	\$73,058	\$84,017	\$99,045
Engineering Technician (Including specialties) Level I	\$31,562	\$36,296	\$40,948
Engineering Technician (Including specialties) Level II	\$34,142	\$39,263	\$48,418
Engineering Technician Aide (JOP)	\$28,314	\$32,561	Flat Rate
Engineering Technician Trainee ¹	\$27,649	\$31,796	\$33,385
Engineering Work Study Trainee	\$24,083	\$27,696	\$35,670
Environmental Control Technician ⁵	\$34,142	\$39,263	\$48,418
Environmental Engineer Level I	\$54,931	\$63,171	\$79,555
Environmental Engineer Level II	\$65,310	\$75,106	\$90,734
Environmental Engineer Level III	\$73,058	\$84,017	\$99,045
Environmental Engineering Intern	See Section 2(a)(i) - Schedule B		
Estimator (including specialties)	\$46,275	\$53,216	\$69,435
Fire Protection Inspector	\$37,885	\$43,568	\$53,202
Forensic Analyst (OCME)	\$44,225	\$50,859	\$72,188
Forensic Scientist (OCME)	\$63,486	\$73,009	\$90,235
Forester Level I	\$35,202	\$40,482	\$49,955

Forester Level II	\$41,943	\$48,235	\$59,431
General Superintendent of Construction (including specialties) ⁵	\$58,423	\$67,186	\$85,656
General Superintendent of Construction and Repairs	\$58,423	\$67,186	\$85,656
General Supervisor of Building Maintenance (all fields)	\$54,931	\$63,171	\$79,555
Geologist	\$54,931	\$63,171	\$79,555
Geologist Trainee	\$39,992	\$45,991	Flat Rate
Graphic Artist Level I	\$36,964	\$42,509	\$57,924
Graphic Artist Level II	\$47,701	\$54,856	\$81,194
Health Facilities Planner	\$61,910	\$71,196	\$94,559
Highway Transportation Specialist Level I	\$46,275	\$53,216	\$69,435
Highway Transportation Specialist Level II	\$54,931	\$63,171	\$79,555
Highway Transportation Specialist Level III	\$60,521	\$69,599	\$88,701
Housing Development Specialist Level I	\$46,275	\$53,216	\$70,825
Housing Development Specialist Level II	\$54,931	\$63,171	\$81,145
Housing Development Specialist Trainee Level I	\$35,978	\$41,375	Flat Rate
Housing Development Specialist Trainee Level II	\$39,206	\$45,087	Flat Rate
Illustrator ⁵	\$34,683	\$39,886	\$46,231
Industrial Hygienist Level I	\$38,421	\$44,184	\$54,338
Industrial Hygienist Level II	\$45,434	\$52,249	\$61,063
Instrument Maker (Radiology)	\$46,275	\$53,216	\$69,435
Instrumentation Specialist Level I ⁶	See Note 6	\$43,489	Flat Rate
Instrumentation Specialist Level II ⁶	See Note 6	\$52,694	Flat Rate
Instrumentation Specialist Level III ⁶	See Note 6	\$60,622	Flat Rate
Instrumentation Specialist Level I ⁷	See Note 7	\$45,082	Flat Rate
Instrumentation Specialist Level II ⁷	See Note 7	\$54,831	Flat Rate
Instrumentation Specialist Level III ⁷	See Note 7	\$62,141	Flat Rate
Instrumentation Specialist Trainee (Entry Level) ⁸	See Note 8	\$30,312	Flat Rate
Instrumentation Specialist Trainee (After one year) ⁸	See Note 8	\$31,630	Flat Rate
Instrumentation Specialist Trainee (After two years) ⁸	See Note 8	\$39,536	Flat Rate
Junior Architect ⁵	\$39,992	\$45,991	\$58,835
Junior Chemist ⁵	\$36,639	\$42,135	\$50,135
Junior Civil Engineer ⁵	\$39,992	\$45,991	\$58,835
Junior Drafter ⁵	\$39,992	\$45,991	\$58,835
Junior Electrical Engineer ⁵	\$39,992	\$45,991	\$58,835
Junior Health Facilities Planner	\$39,992	\$45,991	\$58,835
Junior Mechanical Engineer ⁵	\$39,992	\$45,991	\$58,835
Landmarks Preservationist Level I	\$45,328	\$52,127	\$65,296
Landmarks Preservationist Level II	\$50,223	\$57,757	\$74,621
Landmarks Preservation Specialist ⁵	\$45,328	\$52,127	\$65,296
Landscape Architect Level I	\$54,931	\$63,171	\$79,555
Landscape Architect Level II	\$65,310	\$75,106	\$90,734
Landscape Architect Level III	\$73,058	\$84,017	\$99,045
Landscape Architect Intern	See Section 2(a)(i) - Schedule B		

Marine Electronics Technician	\$70,225	\$80,759	\$103,832
Mechanical Engineer (including specialties) Level I	\$54,931	\$63,171	\$79,555
Mechanical Engineer (including specialties) Level II	\$65,310	\$75,106	\$90,734
Mechanical Engineer (including specialties) Level III	\$73,058	\$84,017	\$99,045
Mechanical Engineering Drafter ⁵	\$39,992	\$45,991	\$58,835
Mechanical Engineering Intern	See Section 2(a)(i) - Schedule B		
Medical Equipment Repair Technician	\$31,563	\$36,298	\$47,433
Medical Equipment Specialist	\$42,085	\$48,398	\$61,888
Painting Inspector	\$37,885	\$43,568	\$53,202
Physicist (including specialties) ⁴	\$54,931	\$63,171	\$79,555
Physicist Trainee	\$39,992	\$45,991	Flat Rate
Plan Examiner (Buildings)	\$57,028	\$65,582	\$82,923
Planner	\$52,866	\$60,796	\$77,824
Planner Trainee ⁵	\$39,992	\$45,991	Flat Rate
Principal Air Pollution Control Engineer ⁵	\$76,438	\$87,904	\$99,143
Principal Air Pollution Inspector	\$52,508	\$60,384	\$72,268
Principal Chemical Engineer ⁵	\$76,438	\$87,904	\$99,143
Principal Chemist (including specialties) ⁵	\$63,339	\$72,840	\$96,199
Principal Civil Engineer (including specialties) ⁵	\$76,438	\$87,904	\$99,143
Principal Electrical Engineer ⁵	\$76,438	\$87,904	\$99,143
Principal Engineer	\$76,438	\$87,904	\$99,143
Principal Illustrator ⁵	\$46,275	\$53,216	\$69,435
Principal Mechanical Engineer ⁵	\$76,438	\$87,904	\$99,143
Principal Physicist	\$61,910	\$71,196	\$94,559
Principal Planner	\$63,339	\$72,840	\$96,199
Principal Research Scientist (Biological Sciences)	\$76,438	\$87,904	\$99,143
Principal Urban Designer	\$66,473	\$76,444	\$110,592
Project Coordinator	\$54,931	\$63,171	\$79,555
Project Development Coordinator ⁵	\$54,931	\$63,171	\$79,555
Project Development Coordinator Trainee ⁵	\$39,992	\$45,991	Flat Rate
Project Manager (Other than HHC)	\$46,275	\$53,216	\$69,435
Project Manager (HHC only)	\$53,872	\$61,953	\$94,369
Project Manager Intern	\$41,781	\$48,048	Flat Rate
Project Services Specialist ⁵	\$54,931	\$63,171	\$79,555
Radio Repair Technician	\$34,114	\$39,231	\$44,200
Research Scientist Level I	\$61,214	\$70,396	\$76,826
Research Scientist Level II	\$68,481	\$78,753	\$89,993
Research Scientist Level III	\$76,438	\$87,904	\$99,143
Safety Officer	\$35,803	\$41,174	\$50,805
Safety Specialist	\$36,538	\$42,019	\$51,568
Scientist (Radiation Control) Level I			
Scientist (Radiation Control) Level II			
Scientist (Radiation Control) Level III			

15005

Scientist (Water Ecology) Level I	\$36,838	\$42,364	\$55,742
Scientist (Water Ecology) Level II	\$42,914	\$49,351	\$62,844
Scientist (Water Ecology) Level III	\$53,408	\$61,419	\$76,196
Scientist (Water Ecology) Trainee	\$28,817	\$36,560	Flat Rate
Senior Air Pollution Control Engineer ⁵	\$60,521	\$69,599	\$88,701
Senior Air Pollution Inspector	\$42,320	\$48,668	\$59,590
Senior Architect (including specialties) ⁵	\$60,521	\$69,599	\$88,701
Senior Automotive Specialist	\$60,521	\$69,599	\$88,701
Senior Chemical Engineer ⁵	\$60,521	\$69,599	\$88,701
Senior Chemist (including specialties)	\$57,743	\$66,404	\$81,656
Senior Civil Engineer (including Specialist) ⁵	\$60,521	\$69,599	\$88,701
Senior Computer Equipment Design Specialist	\$50,462	\$58,031	\$73,436
Senior Electrical Engineer (including Specialist) ⁵	\$60,521	\$69,599	\$88,701
Senior Engineer (Accounting)	\$60,521	\$69,599	\$88,701
Senior Engineer (Safety) ⁵	\$60,521	\$69,599	\$88,701
Senior Engineer (Cranes) ⁵	\$60,521	\$69,599	\$88,701
Senior Engineer-Assessor ⁵	\$60,521	\$69,599	\$88,701
Senior Engineering Technician (including specialties, JOP) ⁵	\$39,729	\$45,688	\$58,531
Senior Environmental Control Technician	\$39,729	\$45,688	\$58,531
Senior Estimator (including specialties)	\$54,931	\$63,171	\$79,555
Senior Geologist	\$60,521	\$69,599	\$88,701
Senior Health Facilities Planner	\$68,795	\$79,114	\$102,573
Senior Highway Transportation Specialist	\$54,931	\$63,171	\$79,555
Senior Hull & Machinery Inspector	\$42,320	\$48,668	\$59,590
Senior Illustrator	\$37,752	\$43,415	\$55,307
Senior Industrial Engineer	\$60,521	\$69,599	\$88,701
Senior Landscape Architect ⁵	\$60,521	\$69,599	\$88,701
Senior Mechanical Engineer (including specialties)	\$60,521	\$69,599	\$88,701
Senior Meteorologist	\$42,085	\$48,398	\$61,888
Senior Painting Inspector	\$42,320	\$48,668	\$59,590
Senior Physicist (including specialties) ⁴	\$60,521	\$69,599	\$88,701
Senior Plan Examiner (Buildings)	\$61,910	\$71,196	\$94,559
Senior Planner ⁵	\$59,422	\$68,335	\$86,806
Senior Project Coordinator	\$60,521	\$69,599	\$88,701
Senior Project Development Coordinator ⁵	\$60,521	\$69,599	\$88,701
Senior Project Services Specialist ⁵	\$60,521	\$69,599	\$88,701
Senior Scientist (Radiation Control)	\$60,521	\$69,599	\$88,701
Senior Supervisor of Mechanical Installations	\$57,028	\$65,582	\$82,923
Senior Traffic Control Inspector	\$40,479	\$46,551	\$57,469
Senior Urban Designer ⁵	\$60,521	\$69,599	\$88,701
Senior Waterfront Construction Inspector	\$42,320	\$48,668	\$59,590
Space Analyst Level I	\$46,275	\$53,216	\$69,435
Space Analyst Level II	\$54,931	\$63,171	\$79,555

Superintendent of Construction ⁵	\$54,931	\$63,171	\$79,555
Superintendent of Construction and Repairs	\$54,931	\$63,171	\$79,555
Supervising Air Pollution Inspector	\$47,410	\$54,521	\$65,922
Supervising Environmental Control Technician	\$45,457	\$52,275	\$63,352
Supervising Hull & Machinery Inspector	\$46,558	\$53,542	\$64,944
Supervising HVAC Specialist	\$54,931	\$63,171	\$79,555
Supervising Traffic Control Inspector	\$44,951	\$51,694	\$63,096
Supervisor of Building Maintenance.(All Fields)	\$46,275	\$53,216	\$69,435
Supervisor of Diesel Engine Maintenance.	\$53,399	\$61,409	\$76,181
Supervisor of Electrical Installations	\$54,931	\$63,171	\$79,555
Supervisor of Electrical Installations & Maintenance Level I	\$46,275	\$53,216	\$69,435
Supervisor of Electrical Installations & Maintenance Level II	\$54,931	\$63,171	\$79,555
Supervisor of Mechanical Installations	\$54,931	\$63,171	\$79,555
Supervisor of Mechanical Installations & Maintenance Level I	\$46,275	\$53,216	\$69,435
Supervisor of Mechanical Installations & Maintenance Level II	\$54,931	\$63,171	\$79,555
Supervisor of Mechanical Installations & Maintenance Level III	\$57,028	\$65,582	\$82,923
Supervisor of Mechanical Installations & Maintenance Level IV	\$60,521	\$69,599	\$88,701
Surveyor Level I-A	\$46,275	\$53,216	Flat Rate
Surveyor Level I-B	\$50,603	\$58,193	\$68,079
Surveyor Level II	\$54,931	\$63,171	\$79,555
Surveyor Level III	\$60,521	\$69,599	\$88,701
Tax Map Cartographer Level I-A	\$46,275	\$53,216	Flat Rate
Tax Map Cartographer Level I-B	\$50,603	\$58,193	\$68,079
Tax Map Cartographer Level II	\$54,931	\$63,171	\$79,555
Telemetric Systems Specialist	\$58,423	\$67,186	\$85,656
Traffic Control Inspector Level I	\$36,653	\$42,151	\$51,789
Traffic Control Inspector Level II	\$40,479	\$46,551	\$57,469
Traffic Control Inspector Level III	\$44,951	\$51,694	\$63,096
Urban Archeologist	\$42,682	\$49,084	\$66,905
Urban Designer ⁵	\$54,931	\$63,171	\$79,555
Urban Designer Trainee	\$39,992	\$45,991	Flat Rate

15005

Urban Technician	\$31,562	\$36,296	\$48,418
Waterfront Construction Inspector	\$37,885	\$43,568	\$53,202

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

- Upon completion of six months of satisfactory permanent service in the title, an employee shall be guaranteed a minimum salary equal to the then current applicable minimum hiring rate ¹ plus an additional \$1,000. Upon completion of an additional eighteen (18) months of satisfactory permanent service in the title, the employee shall be guaranteed a minimum salary equal to the minimum incumbent rate in effect on the two year anniversary of the employee's original date of appointment to the applicable title, plus an additional \$1000.
- Upon completion of one year of satisfactory service in the title, the maximum salary shall apply.
- Each appointment to this position above the minimum hiring rate will be handled on a case by case basis.
- For present incumbents only.
- Base salary schedule for all newly hired employees appointed to the title of Instrumentation Specialist on or after July 1, 2002. Note: employees appointed after July 1, 2002 remain in this salary schedule.
- Base salary schedule for current incumbents appointed prior to July 1, 2002 and who were serving in the Environmental Control Technician title series since January 1, 2002.
- Trainees advance into the salary schedule established for all newly hired employees appointed to the title of Instrumentation Specialist on or after July 1, 2002.
- Upon completion of one year at Assignment Level I, employees shall be paid no less than the indicated minimum for incumbents at Assignment Level I that is in effect on their one year of service anniversaries. (In 08-10 inc amen

SCHEDULE B

<u>TITLE</u>	(1) Hiring Rate ¹		(2) Incumbent Rate ²	
	(a) Minimum	(b) Maximum	(a) Minimum	(b) Maximum
Air Pollution Control Engineering Intern	\$41,682	\$47,107	\$47,934	\$50,477
Architectural Intern	\$41,682	\$47,107	\$47,934	\$50,477
Chemical Engineering Intern	\$41,682	\$47,107	\$47,934	\$50,477
Civil Engineering Intern	\$41,682	\$47,107	\$47,934	\$50,477
Construction Project Manager Intern	\$41,682		\$47,934	\$50,477
Electrical Engineering Intern	\$41,682	\$47,107	\$47,934	\$50,477
Environmental Engineering Intern	\$41,682	\$47,107	\$47,934	\$50,477
Landscape Architect Intern	\$41,682	\$47,107	\$47,934	\$50,477
Mechanical Engineering Intern	\$41,682	\$47,107	\$47,934	\$50,477

Note:

- Upon completion of six months of satisfactory permanent service in the title, the maximum hiring rate salary shall apply. Upon completion of an additional six months of satisfactory permanent service in the title, the employee shall be appointed to the applicable Assistant Engineer/Architect title at the minimum hiring rate, plus an additional \$1,000. Upon completion of an additional one year of satisfactory permanent service in the title, the employee shall be paid at the minimum incumbent rate in effect on the two year anniversary of the employee's original date of appointment to the applicable intern title, plus an additional \$1000. See also Article III, Section 4 (New Hires).

(ii) Unit B (Radio/TV)

TITLE	(1) Minimum	(2) Maximum
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	(a) Hiring Rate 1	(b) Incumbent Rate	
Associate Operations Communications Specialist Level I	\$38,665	\$44,465	\$49,707
Associate Operations Communications Specialist Level II	\$43,223	\$49,707	\$54,947
Director (TV) Level I	\$32,753	\$37,666	\$42,170
Director (TV) Level II	\$40,062	\$46,071	\$57,627
Film Editor	\$32,937	\$37,877	\$44,703
Film Manager	\$47,532	\$54,662	\$65,264
Operations Communications Specialist Level I	\$32,503	\$37,378	\$43,793
Operations Communications Specialist Level II	\$38,081	\$43,793	\$50,211
Program Announcer Level I	\$34,754	\$39,967	\$52,331
Program Announcer Level II	\$38,872	\$44,703	\$57,472
Program Producer Level I	\$33,843	\$38,920	\$46,628
Program Producer Level II	\$47,532	\$54,662	\$65,264
Program Producer Level III	\$54,790	\$63,009	\$75,863
Radio & TV Operator Level I	\$28,504	\$32,780	\$41,880
Radio & TV Operator Level II	\$34,754	\$39,967	\$52,331
Radio & TV Operator Level III	\$38,872	\$44,703	\$57,472
Supervisor of Radio & TV Operators Level I	\$47,532	\$54,662	\$65,264
Supervisor of Radio & TV Operators Level II	\$54,790	\$63,009	\$75,863
Supervisor of Radio Production	\$49,414	\$56,826	\$65,930
Television Equipment Operator	\$32,937	\$37,877	\$44,703
Television Lighting Technician	\$32,937	\$37,877	\$44,703

Note:

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

b. Effective March 3, 2009

3/3/2009

SCHEDULE A

TITLE

(1) Minimum

(2) Maximum

(a) Hiring
Rate¹

(b) Incumbent
Rate

Air Pollution Control Engineer Level I	\$57,129	\$65,698	\$82,737
Air Pollution Control Engineer Level II	\$67,922	\$78,110	\$94,363
Air Pollution Control Engineer Level III	\$75,981	\$87,378	\$103,007
Air Pollution Control Engineering Intern	See Section 2(a)(i) - Schedule B		
Air Pollution Control Engineering Trainee	\$41,592	\$47,831	Flat Rate
Air Pollution Inspector Level I			

Hiring Rate

\$29,468

Flat Rate

After 1 year

\$30,938

Flat Rate

	After 2 years	\$32,483	\$37,355
Air Pollution Inspector Level II	\$39,401	\$45,311	\$55,330
Architect (including specialties) Level I	\$57,129	\$65,698	\$82,737
Architect (including specialties) Level II	\$67,922	\$78,110	\$94,363
Architect (including specialties) Level III	\$75,981	\$87,378	\$103,007
Architectural Intern	See Section 2(a)(i) - Schedule B		
Architectural Specialist Level I	\$67,922	\$78,110	\$94,363
Architectural Specialist Level II	\$75,981	\$87,378	\$103,007
Asbestos Hazard Investigator	\$45,876	\$52,757	\$68,840
Assistant Air Pollution Control Engineer	\$48,126	\$55,345	\$72,212
Assistant Architect ²	\$48,126	\$55,345	\$72,212
Assistant Area Manager of School Maintenance.	\$62,942	\$72,383	\$92,249
Assistant Chemical Engineer ²	\$48,126	\$55,345	\$72,212
(DCAS Res 2012-5)			
Assistant Civil Engineer ²	\$48,126	\$55,345	\$72,212
Assistant Coordinator of Highway Transportation Studies	\$62,942	\$72,383	\$92,249
Assistant Director of Technical Services (Air Pollution Control)	\$71,220	\$81,903	\$93,593
Assistant Director of Technical Services (Emissions Inventory - Stationary Sources)	\$71,220	\$81,903	\$93,593
Assistant Electrical Engineer ²	\$48,126	\$55,345	\$72,212
Assistant Engineer (Accounting) ²	\$48,126	\$55,345	\$72,212
Assistant Engineering Technician (JOP) ⁵	\$31,937	\$36,728	\$41,566
Assistant Environmental Engineer	\$48,126	\$55,345	\$72,212
Assistant Geologist	\$48,126	\$55,345	\$72,212
Assistant Health Facilities Planner	\$50,304	\$57,850	\$75,382
Assistant Highway Transportation Specialist	\$41,592	\$47,831	\$61,188
Assistant Landscape Architect ²	\$48,126	\$55,345	\$72,212
Assistant Mechanical Engineer ²	\$48,126	\$55,345	\$72,212
Assistant Physicist (including specialist) ⁴	\$48,126	\$55,345	\$72,212
Assistant Plan Examiner (Buildings) ²	\$50,304	\$57,850	\$75,382
Assistant Planner	\$46,550	\$53,532	\$67,227
Assistant Project Coordinator	\$48,126	\$55,345	\$72,212
Assistant Project Development Coordinator ⁵	\$48,126	\$55,345	\$72,212
Assistant Project Manager	\$48,126	\$55,345	\$72,212
Assistant Project Services Specialist ⁵	\$48,126	\$55,345	\$72,212
Assistant Scientist (Radiation Control)	\$48,126	\$55,345	\$72,212
Assistant Signal Circuit Engineer ²	\$48,126	\$55,345	\$72,212
Assistant Space Analyst	\$48,126	\$55,345	\$72,212
Assistant Superintendent of Construction ⁵	\$48,126	\$55,345	\$72,212
Assistant Superintendent of Construction and Repairs	\$48,126	\$55,345	\$72,212
Assistant Supervisor of Electrical Installations	\$48,126	\$55,345	\$72,212
Assistant Supervisor of Mechanical Installations	\$48,126	\$55,345	\$72,212
Assistant Surveyor	\$57,129	\$65,698	\$82,737

1500

Assistant Surveyor Trainee ³	\$48,126	\$55,345	\$58,867
Assistant Urban Designer	\$48,126	\$55,345	\$72,212
Associate Air Pollution Inspector Level I	\$42,320	\$48,668	\$59,590
Associate Air Pollution Inspector Level II	\$47,410	\$54,521	\$65,922
Associate Air Pollution Inspector Level III	\$52,508	\$60,384	\$72,268
Associate Chemist Level I (DCAS Res 2012-5)			
	Trainee Rate	\$38,104	\$43,820
	After 1 year in Title	\$44,623	\$51,317
Associate Chemist Level II ⁴	\$50,623	\$58,216	\$75,083
Associate Chemist Level III ⁴	\$60,052	\$69,060	\$84,922
Associate Chemist Level IV ⁴	\$65,873	\$75,754	\$100,047
Associate City Planner Level I	\$61,798	\$71,068	\$90,278
Associate City Planner Level II	\$65,873	\$75,754	\$100,047
Associate Engineering Technician Level I	\$41,318	\$47,516	\$60,872
Associate Engineering Technician Level II	\$47,275	\$54,366	\$65,886
Associate Fire Protection Inspector Level I	\$44,013	\$50,615	\$61,974
Associate Fire Protection Inspector Level II	\$49,306	\$56,702	\$68,559
Associate Fire Protection Inspector Level III	\$54,608	\$62,799	\$75,159
Associate Graphic Artist	\$49,609	\$57,050	\$84,442
Associate Housing Development Specialist	\$62,942	\$72,383	\$92,249
Associate Landmarks Preservationist	\$56,779	\$65,296	\$79,498
Associate Project Manager Level I	\$57,129	\$65,698	\$82,737
Associate Project Manager Level II	\$62,942	\$72,383	\$92,249
Associate Project Manager Level III	\$75,981	\$87,378	\$103,007
Associate Space Analyst	\$57,129	\$65,698	\$82,737
Associate Urban Designer Level I	\$57,129	\$65,698	\$82,737
Associate Urban Designer Level II	\$62,942	\$72,383	\$92,249
Associate Urban Designer Level III	\$65,749	\$75,611	\$99,666
Automotive Specialist	\$57,129	\$65,698	\$82,737
Cartographer (Civil Defense)	\$39,263	\$45,152	\$57,519
Chemical, Biological & Radiological Officer (C.D.)	\$50,304	\$57,850	\$75,382
Chemical Engineer Level I	\$57,129	\$65,698	\$82,737
Chemical Engineer Level II	\$67,922	\$78,110	\$94,363
Chemical Engineer Level III	\$75,981	\$87,378	\$103,007
Chemical Engineering Intern		See Section 2(a)(i) - Schedule B	
Chemist (including specialties) ⁵	\$50,623	\$58,216	\$75,083
(DCAS Res 2012-5)			
Chief Supervisor of Mechanical Installations	\$62,942	\$72,383	\$92,249
City Planner Level I	\$46,550	\$53,532	\$67,227
City Planner Level II	\$54,981	\$63,228	\$80,937
City Planner Level III	\$61,798	\$71,068	\$90,278
City Planner Level IV	\$65,873	\$75,754	\$100,047
City Planning Technician	\$32,824	\$37,748	\$50,355

15

City Research Scientist Level I			
Hiring Rate	\$54,080	Flat Rate	
After 1 year	See Note 9	\$59,488	\$65,437
City Research Scientist Level II	\$63,662	\$73,212	\$79,899
City Research Scientist Level III	\$71,220	\$81,903	\$93,593
City Research Scientist Level IV-A	\$79,496	\$91,420	\$103,109
City Research Scientist Level IV-B	\$81,595	\$93,834	\$118,597
Civil Engineer (including specialties) Level I	\$57,129	\$65,698	\$82,737
Civil Engineer (including specialties) Level II	\$67,922	\$78,110	\$94,363
Civil Engineer (including specialties) Level III	\$75,981	\$87,378	\$103,007
Civil Engineering Drafter ⁵	\$41,592	\$47,831	\$61,188
Civil Engineering Intern	See Section 2(a)(i) - Schedule B		
Civil Engineering Trainee ⁵	\$41,592	\$47,831	Flat Rate
Community Planning Board Coordinator	\$37,959	\$43,653	\$52,665
Computer Facilities Maintainer (FISA)	\$48,126	\$55,345	\$72,212
Construction Management Assistant	\$40,427	\$46,491	\$59,852
Construction Manager (including specialties) ⁵	\$64,386	\$74,044	\$98,341
Construction Project Manager Level I	\$48,126	\$55,345	\$72,212
Construction Project Manager Level II	\$57,129	\$65,698	\$82,737
Construction Project Manager Level III	\$60,759	\$69,873	\$103,007
Construction Project Manager Intern	See Section 2(a)(i) - Schedule B		
Criminalist Level I-A		\$43,727	Flat Rate
Criminalist Level I-B		\$46,455	\$55,108
Criminalist Level II		\$55,593	\$76,493
Criminalist Level III		\$69,304	\$91,294
Criminalist Level IV		\$79,965	\$104,454
Director of Intersectional Traffic Control	\$62,942	\$72,383	\$92,249
Electrical Engineer (including specialties) Level I	\$57,129	\$65,698	\$82,737
Electrical Engineer (including specialties) Level II	\$67,922	\$78,110	\$94,363
Electrical Engineer (including specialties) Level III	\$75,981	\$87,378	\$103,007
Electrical Engineering Drafter ⁵	\$41,592	\$47,831	\$61,188
Electrical Engineering Intern	See Section 2(a)(i) - Schedule B		
Electrical Engineering Trainee ⁵	\$41,592	\$47,831	Flat Rate
Engineer (Accounting) (CE & S)	\$57,129	\$65,698	\$82,737
Engineer-Assessor (all specialties)	\$57,129	\$65,698	\$82,737
Engineering Aide	\$41,592	\$47,831	\$61,188
Engineering Specialist Level I	\$67,922	\$78,110	\$94,363
Engineering Specialist Level II	\$75,981	\$87,378	\$103,007
Engineering Technician (Including specialties) Level I	\$32,824	\$37,748	\$42,586
Engineering Technician (Including specialties) Level II	\$35,508	\$40,834	\$50,355
Engineering Technician Aide (JOP)	\$29,446	\$33,863	Flat Rate

Engineering Technician Trainee ³	\$28,755	\$33,068	\$34,720
Engineering Work Study Trainee	\$25,047	\$28,804	\$37,097
Environmental Control Technician ⁵	\$35,508	\$40,834	\$50,355
Environmental Engineer Level I	\$57,129	\$65,698	\$82,737
Environmental Engineer Level II	\$67,922	\$78,110	\$94,363
Environmental Engineer Level III	\$75,981	\$87,378	\$103,007
Environmental Engineering Intern	See Section 2(a)(i) - Schedule B		
Estimator (including specialties)	\$48,126	\$55,345	\$72,212
Fire Protection Inspector	\$39,401	\$45,311	\$55,330
Forensic Analyst (OCME)	\$45,994	\$52,893	\$75,076
Forensic Scientist (OCME)	\$66,025	\$75,929	\$93,844
Forester Level I	\$36,610	\$42,101	\$51,953
Forester Level II	\$43,621	\$50,164	\$61,808
General Superintendent of Construction (including specialties) ⁵	\$60,759	\$69,873	\$89,082
General Superintendent of Construction and Repairs	\$60,759	\$69,873	\$89,082
General Supervisor of Building Maintenance (all fields)	\$57,129	\$65,698	\$82,737
Geologist	\$57,129	\$65,698	\$82,737
Geologist Trainee	\$41,592	\$47,831	Flat Rate
Graphic Artist Level I	\$38,443	\$44,209	\$60,241
Graphic Artist Level II	\$49,609	\$57,050	\$84,442
Health Facilities Planner	\$64,386	\$74,044	\$98,341
Highway Transportation Specialist Level I	\$48,126	\$55,345	\$72,212
Highway Transportation Specialist Level II	\$57,129	\$65,698	\$82,737
Highway Transportation Specialist Level III	\$62,942	\$72,383	\$92,249
Housing Development Specialist Level I	\$48,126	\$55,345	\$73,658
Housing Development Specialist Level II	\$57,129	\$65,698	\$84,391
Housing Development Specialist Trainee Level I	\$37,417	\$43,030	Flat Rate
Housing Development Specialist Trainee Level II	\$40,774	\$46,890	Flat Rate
Illustrator ⁵	\$36,070	\$41,481	\$48,080
Industrial Hygienist Level I	\$39,957	\$45,951	\$56,512
Industrial Hygienist Level II	\$47,251	\$54,339	\$63,506
Instrument Maker (Radiology)	\$48,126	\$55,345	\$72,212
Instrumentation Specialist Level I ⁶	See Note 6	\$45,229	Flat Rate
Instrumentation Specialist Level II ⁶	See Note 6	\$54,802	Flat Rate
Instrumentation Specialist Level III ⁶	See Note 6	\$63,047	Flat Rate
Instrumentation Specialist Level I ⁷	See Note 7	\$46,885	Flat Rate
Instrumentation Specialist Level II ⁷	See Note 7	\$57,024	Flat Rate
Instrumentation Specialist Level III ⁷	See Note 7	\$64,627	Flat Rate
Instrumentation Specialist Trainee (Entry Level) ⁸	See Note 8	\$31,524	Flat Rate
Instrumentation Specialist Trainee (After one year) ⁸	See Note 8	\$32,895	Flat Rate
Instrumentation Specialist Trainee (After two years) ⁸	See Note 8	\$41,117	Flat Rate
Junior Architect ⁵	\$41,592	\$47,831	\$61,188
Junior Chemist ⁵	\$38,104	\$43,820	\$52,140

Junior Civil Engineer ⁵	\$41,592	\$47,831	\$61,188
Junior Drafter ⁵	\$41,592	\$47,831	\$61,188
Junior Electrical Engineer ⁵	\$41,592	\$47,831	\$61,188
Junior Health Facilities Planner	\$41,592	\$47,831	\$61,188
Junior Mechanical Engineer ⁵	\$41,592	\$47,831	\$61,188
Landmarks Preservationist Level I	\$47,141	\$54,212	\$67,908
Landmarks Preservationist Level II	\$52,232	\$60,067	\$77,606
Landmarks Preservation Specialist ⁵	\$47,141	\$54,212	\$67,908
Landscape Architect Level I	\$57,129	\$65,698	\$82,737
Landscape Architect Level II	\$67,922	\$78,110	\$94,363
Landscape Architect Level III	\$75,981	\$87,378	\$103,007
Landscape Architect Intern	See Section 2(a)(i) - Schedule B		
Marine Electronics Technician	\$73,034	\$83,989	\$107,985
Mechanical Engineer (including specialties) Level I	\$57,129	\$65,698	\$82,737
Mechanical Engineer (including specialties) Level II	\$67,922	\$78,110	\$94,363
Mechanical Engineer (including specialties) Level III	\$75,981	\$87,378	\$103,007
Mechanical Engineering Drafter ⁵	\$41,592	\$47,831	\$61,188
Mechanical Engineering Intern	See Section 2(a)(i) - Schedule B		
Medical Equipment Repair Technician	\$32,826	\$37,750	\$49,330
Medical Equipment Specialist	\$43,769	\$50,334	\$64,364
Painting Inspector	\$39,401	\$45,311	\$55,330
Physicist Level I ⁴ (DCAS Res 2012-6)	\$48,126	\$55,345	\$72,212
Physicist Level II ⁴	\$57,129	\$65,698	\$82,737
Physicist Level III ⁴	\$62,942	\$72,383	\$92,249
Physicist Trainee	\$41,592	\$47,831	Flat Rate
Plan Examiner (Buildings)	\$59,309	\$68,205	\$86,240
Planner	\$54,981	\$63,228	\$80,937
Planner Trainee ⁵	\$41,592	\$47,831	Flat Rate
Principal Air Pollution Control Engineer ⁵	\$79,496	\$91,420	\$103,109
Principal Air Pollution Inspector	\$54,608	\$62,799	\$75,159
Principal Chemical Engineer ⁵	\$79,496	\$91,420	\$103,109
Principal Chemist (including specialties) ⁵	\$65,873	\$75,754	\$100,047
Principal Civil Engineer (including specialties) ⁵	\$79,496	\$91,420	\$103,109
Principal Electrical Engineer ⁵	\$79,496	\$91,420	\$103,109
Principal Engineer	\$79,496	\$91,420	\$103,109
Principal Illustrator ⁵	\$48,126	\$55,345	\$72,212
Principal Mechanical Engineer ⁵	\$79,496	\$91,420	\$103,109
Principal Physicist	\$64,386	\$74,044	\$98,341
Principal Planner	\$65,873	\$75,754	\$100,047
Principal Research Scientist (Biological Sciences)	\$79,496	\$91,420	\$103,109
Principal Urban Designer	\$69,132	\$79,502	\$115,016
Project Coordinator	\$57,129	\$65,698	\$82,737
Project Development Coordinator ⁵	\$57,129	\$65,698	\$82,737

1500

Project Development Coordinator Trainee ⁵	\$41,592	\$47,831	Flat Rate
Project Manager (Other than HHC)	\$48,126	\$55,345	\$72,212
Project Manager (HHC only) Level I	\$48,126	\$55,345	\$72,212
Project Manager (HHC only) Level II	\$56,027	\$64,431	\$98,144
Project Manager Intern	\$43,452	\$49,970	Flat Rate
Radio Repair Technician	\$35,478	\$40,800	\$45,968
Research Scientist Level I	\$63,663	\$73,212	\$79,899
Research Scientist Level II	\$71,220	\$81,903	\$93,593
Research Scientist Level III	\$79,496	\$91,420	\$103,109
Safety Officer	\$37,236	\$42,821	\$52,837
Safety Specialist	\$38,000	\$43,700	\$53,631
Scientist (Radiation Control) Level I	\$48,126	\$55,345	\$72,212
Scientist (Radiation Control) Level II	\$57,129	\$65,698	\$82,737
Scientist (Radiation Control) Level III	\$62,942	\$72,383	\$92,249
Scientist (Water Ecology) Level I	\$38,312	\$44,059	\$57,972
Scientist (Water Ecology) Level II	\$44,630	\$51,325	\$65,358
Scientist (Water Ecology) Level III	\$55,544	\$63,876	\$79,244
Scientist (Water Ecology) Trainee	\$29,393	\$38,022 ²	Flat Rate
Senior Air Pollution Control Engineer ⁵	\$62,942	\$72,383	\$92,249
Senior Air Pollution Inspector	\$44,013	\$50,615	\$61,974
Senior Architect (including specialties) ⁵	\$62,942	\$72,383	\$92,249
Senior Automotive Specialist	\$62,942	\$72,383	\$92,249
Senior Chemical Engineer ⁵	\$62,942	\$72,383	\$92,249
Senior Chemist (including specialties)	\$60,052	\$69,060	\$84,922
Senior Civil Engineer (including Specialist) ⁵	\$62,942	\$72,383	\$92,249
Senior Computer Equipment Design Specialist	\$52,480	\$60,352	\$76,373
Senior Electrical Engineer (including Specialist) ⁵	\$62,942	\$72,383	\$92,249
Senior Engineer (Accounting)	\$62,942	\$72,383	\$92,249
Senior Engineer (Safety) ⁵	\$62,942	\$72,383	\$92,249
Senior Engineer (Cranes) ⁵	\$62,942	\$72,383	\$92,249
Senior Engineer-Assessor ⁵	\$62,942	\$72,383	\$92,249
Senior Engineering Technician (including specialties, JOP) ⁵	\$41,318	\$47,516	\$60,872
Senior Environmental Control Technician	\$41,318	\$47,516	\$60,872
Senior Estimator (including specialties)	\$57,129	\$65,698	\$82,737
Senior Geologist	\$62,942	\$72,383	\$92,249
Senior Health Facilities Planner	\$71,547	\$82,279	\$106,676
Senior Highway Transportation Specialist	\$57,129	\$65,698	\$82,737
Senior Hull & Machinery Inspector	\$44,013	\$50,615	\$61,974
Senior Illustrator	\$39,263	\$45,152	\$57,519
Senior Industrial Engineer	\$62,942	\$72,383	\$92,249
Senior Landscape Architect ⁵	\$62,942	\$72,383	\$92,249
Senior Mechanical Engineer (including specialties)	\$62,942	\$72,383	\$92,249
Senior Meteorologist	\$43,769	\$50,334	\$64,364

Senior Painting Inspector	\$44,013	\$50,615	\$61,974
Senior Physicist (including specialties) ⁴	\$62,942	\$72,383	\$92,249
Senior Plan Examiner (Buildings)	\$64,386	\$74,044	\$98,341
Senior Planner ⁵	\$61,798	\$71,068	\$90,278
Senior Project Coordinator	\$62,942	\$72,383	\$92,249
Senior Project Development Coordinator ⁵	\$62,942	\$72,383	\$92,249
Senior Project Services Specialist ⁵	\$62,942	\$72,383	\$92,249
Senior Scientist (Radiation Control)	\$62,942	\$72,383	\$92,249
Senior Supervisor of Mechanical Installations	\$59,309	\$68,205	\$86,240
Senior Traffic Control Inspector	\$42,098	\$48,413	\$59,768
Senior Urban Designer ⁵	\$62,942	\$72,383	\$92,249
Senior Waterfront Construction Inspector	\$44,013	\$50,615	\$61,974
Space Analyst Level I	\$48,126	\$55,345	\$72,212
Space Analyst Level II	\$57,129	\$65,698	\$82,737
Superintendent of Construction ⁵	\$57,129	\$65,698	\$82,737
Superintendent of Construction and Repairs	\$57,129	\$65,698	\$82,737
Supervising Air Pollution Inspector	\$49,306	\$56,702	\$68,559
Supervising Environmental Control Technician	\$47,275	\$54,366	\$65,886
Supervising Hull & Machinery Inspector	\$48,421	\$55,684	\$67,542
Supervising HVAC Specialist	\$57,129	\$65,698	\$82,737
Supervising Traffic Control Inspector	\$46,750	\$53,762	\$65,620
Supervisor of Building Maintenance.(All Fields)	\$48,126	\$55,345	\$72,212
Supervisor of Diesel Engine Maintenance.	\$55,535	\$63,865	\$79,228
Supervisor of Electrical Installations	\$57,129	\$65,698	\$82,737
Supervisor of Electrical Installations & Maintenance Level I	\$48,126	\$55,345	\$72,212
Supervisor of Electrical Installations & Maintenance Level II	\$57,129	\$65,698	\$82,737
Supervisor of Mechanical Installations	\$57,129	\$65,698	\$82,737
Supervisor of Mechanical Installations & Maintenance Level I	\$48,126	\$55,345	\$72,212
Supervisor of Mechanical Installations & Maintenance Level II	\$57,129	\$65,698	\$82,737
Supervisor of Mechanical Installations & Maintenance Level III	\$59,309	\$68,205	\$86,240
Supervisor of Mechanical Installations & Maintenance Level IV	\$62,942	\$72,383	\$92,249
Surveyor Level I-A	\$48,126	\$55,345	Flat Rate
Surveyor Level I-B	\$52,627	\$60,521	\$70,802
Surveyor Level II	\$57,129	\$65,698	\$82,737
Surveyor Level III	\$62,942	\$72,383	\$92,249
Tax Map Cartographer Level I-A	\$48,126	\$55,345	Flat Rate
Tax Map Cartographer Level I-B	\$52,627	\$60,521	\$70,802
Tax Map Cartographer Level II	\$57,129	\$65,698	\$82,737
Telemetric Systems Specialist	\$60,759	\$69,873	\$89,082
Traffic Control Inspector Level I	\$38,119	\$43,837	\$53,861
Traffic Control Inspector Level II	\$42,098	\$48,413	\$59,768
Traffic Control Inspector Level III	\$46,750	\$53,762	\$65,620
Urban Archeologist	\$44,389	\$51,047	\$69,581

Urban Designer ⁵	\$57,129	\$65,698	\$82,737
Urban Designer Trainee	\$41,592	\$47,831	Flat Rate
Urban Technician	\$32,824	\$37,748	\$50,355
Waterfront Construction Inspector	\$39,401	\$45,311	\$55,330

Notes:

1. See Article III, Section 4 (New Hires)
2. Upon completion of six months of satisfactory permanent service in the title, an employee shall be guaranteed a minimum salary equal to the then current applicable minimum hiring rate 1 plus an additional \$1,000. Upon completion of an additional eighteen (18) months of satisfactory permanent service in the title, the employee shall be guaranteed a minimum salary equal to the minimum incumbent rate in effect on the two year anniversary of the employee's original date of appointment to the applicable title, plus an additional \$1000.
3. Upon completion of one year of satisfactory service in the title, the maximum salary shall apply.
4. Each appointment to this position above the minimum hiring rate will be handled on a case by case basis.
5. For present incumbents only.
6. Base salary schedule for all newly hired employees appointed to the title of Instrumentation Specialist on or after July 1, 2002. Note: employees appointed after July 1, 2002 remain in this salary schedule.
7. Base salary schedule for current incumbents appointed prior to July 1, 2002 and who were serving in the Environmental Control Technician title series since January 1, 2002.
8. Trainees advance into the salary schedule established for all newly hired employees appointed to the title of Instrumentation Specialist on or after July 1, 2002.

SCHEDULE B

<u>TITLE</u>	(1) Hiring Rate ¹		(2) Incumbent Rate ²	
	(a) Minimum	(b) Maximum	(a) Minimum	(b) Maximum
Air Pollution Control Engineering Intern	\$43,349	\$48,991	\$49,851	\$52,496
Architectural Intern	\$43,349	\$48,991	\$49,851	\$52,496
Chemical Engineering Intern	\$43,349	\$48,991	\$49,851	\$52,496
Civil Engineering Intern	\$43,349	\$48,991	\$49,851	\$52,496
Construction Project Manager Intern	\$43,349		\$49,851	\$52,496
Electrical Engineering Intern	\$43,349	\$48,991	\$49,851	\$52,496
Environmental Engineering Intern	\$43,349	\$48,991	\$49,851	\$52,496
Landscape Architect Intern	\$43,349	\$48,991	\$49,851	\$52,496
Mechanical Engineering Intern	\$43,349	\$48,991	\$49,851	\$52,496

Note:

1. Upon completion of six months of satisfactory permanent service in the title, the maximum hiring rate salary shall apply. Upon completion of an additional six months of satisfactory permanent service in the title, the employee shall be appointed to the applicable Assistant Engineer/Architect title at the minimum hiring rate, plus an additional \$1,000. Upon completion of an additional one year of satisfactory permanent service in the title, the employee shall be paid at the minimum Incumbent rate in effect on the two year anniversary of the employee's original date of appointment to the applicable intern title, plus an additional \$1000. See also Article III, Section 4 (New Hires).

15005

(ii) Unit B (Radio/TV)

TITLE	(1) Minimum		(2) Maximum
	(a) Hiring Rate 1	(b) Incumbent Rate	
Associate Operations Communications Specialist Level I	\$40,212	\$46,244	\$51,695
Associate Operations Communications Specialist Level II	\$44,952	\$51,695	\$57,145
Director (TV) Level I	\$34,063	\$39,173	\$43,857
Director (TV) Level II	\$41,664	\$47,914	\$59,932
Film Editor	\$34,254	\$39,392	\$46,491
Film Manager	\$49,433	\$56,848	\$67,875
Operations Communications Specialist Level I	\$33,803	\$38,873	\$45,545
Operations Communications Specialist Level II	\$39,604	\$45,545	\$52,219
Program Announcer Level I	\$36,144	\$41,566	\$54,424
Program Announcer Level II	\$40,427	\$46,491	\$59,771
Program Producer Level I	\$35,197	\$40,477	\$48,493
Program Producer Level II	\$49,433	\$56,848	\$67,875
Program Producer Level III	\$56,982	\$65,529	\$78,898
Radio & TV Operator Level I	\$29,644	\$34,091	\$43,555
Radio & TV Operator Level II	\$36,144	\$41,566	\$54,424
Radio & TV Operator Level III	\$40,427	\$46,491	\$59,771
Supervisor of Radio & TV Operators Level I	\$49,433	\$56,848	\$67,875
Supervisor of Radio & TV Operators Level II	\$56,982	\$65,529	\$78,898
Supervisor of Radio Production	\$51,390	\$59,099	\$68,567
Television Equipment Operator	\$34,254	\$39,392	\$46,491
Television Lighting Technician	\$34,254	\$39,392	\$46,491

Note:

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

15005

Section 3. Wage Increases.

A. General Wage Increases

- a. The general wage increases, effective as indicated, shall be:
 - i. Effective March 3, 2008, Employees shall receive a general increase of 4%.
 - ii. Effective March 3, 2009, Employees shall receive an additional general increase of 4%.
 - iii. Part-time per annum, part-time per diem Employees (including seasonal appointees), per session and hourly paid Employees and Employees whose normal work year is less than a full calendar year shall receive the increases provided in subsections 3A(a)(i), 3A(a)(ii) and 3A(a)(iii) on the basis of computations heretofore utilized by the parties for all such Employees.
- b. The increases provided for in Section 3A(a) above shall be calculated as follows:
 - i. The general increase in Section 3A(a)(i) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on March 2, 2008;
 - ii. The general increase in Section 3A(a)(ii) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on March 2, 2009.
- 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 rate" and "incumbent rate" and maximum rates (including levels), for the applicable titles.
 - ii. A general increase of 5.47%, effective on the last day of the Agreement, and consistent with the terms of the Stipulation of Settlement (A-13472-10; BCB 2864-10)) shall be applied to the following "additions to gross": uniform maintenance allowances, assignment differentials, service increments, longevity differentials, longevity increments, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials. Recurring increment payments are excluded from this provision.

Section 4. New Hires.

- a. The appointment rate for an employee newly hired on or after March 3, 2008 and appointed at a reduced hiring rate shall be the applicable minimum "hiring rate" set forth in subsections 2(a)(i)(1) and 2(b)(i)(1). On the two year anniversary of the employee's original date of appointment, such employee shall be paid the indicated minimum "incumbent rate" for the applicable title that is in effect on such two year anniversary as set forth in subsection 2(a)(i)(2) and 2(b)(i)(2) of this Article III.

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b. i. For a title subject to an incremental pay plan, the employee shall be paid the appropriate increment based upon the employee's length of service. Section 2 of this Article III reflects the correct amounts and has been adjusted in accordance with the provisions of Section 3(c)(i) of this Article III.

ii. Employees who change titles or levels before attaining two years of service will be treated in the new title or level as if they had been originally appointed to said title or level on their original hiring date.

c. For the purposes of Sections 4(a) and 4(b), employees 1) who were in active pay status before July 1, 2005, and 2) who are affected by the following personnel actions after said date shall not be treated as "newly hired" employees and shall be entitled to receive the indicated minimum "incumbent rate" set forth in subsections 2(a)(i)(2) and 2(b)(i)(2) of this Article III:

- i. Employees who return to active status from an approved leave of absence.
- ii. Employees in active status (whether full or part-time) appointed to permanent status from a civil service list, or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.
- iii. Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or who were subject to involuntary redeployment.
- iv. Provisional employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.
- v. Permanent employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.
- vi. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
- vii. A provisional employee who is appointed directly from one provisional appointment to another.
- viii. For employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor Relations is empowered to issue, on a case-by-case basis, interpretations concerning application of this Section 4. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in Article VI of this Agreement.

d. The First Deputy Commissioner of Labor Relations may, after notification to the affected union(s), exempt certain hard to recruit titles from the provisions of subsection 4.

15005

Section 5.

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

Section 6.

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

Section 7. Advancement 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 of the City of New York are not applicable to a public employer, such other Rules or Regulations as are applicable to the public employer, without a break in service to any of the following title(s) from another title in the direct line of promotion or from another title in the Career and Salary Plan, the minimum rate of which is exceeded by at least 8 percent by the minimum rate of the title to which appointed or promoted, shall receive upon the date of such appointment or promotion either the minimum basic salary for the title to which such appointment or promotion is made, or the salary received or receivable in the lower title plus the specified advancement increase, whichever is greater:

UNIT "A"

<u>Title</u>	<u>3/3/08</u>	<u>3/2/10</u>
Air Pollution Control Engineer	\$1,853	\$1,954
Architect (including specialty)	\$1,853	\$1,954
Architectural Specialist Level I	\$2,409	\$2,541
Assistant Air Pollution Control Engineer	\$1,686	\$1,778
Assistant Architect	\$1,686	\$1,778
Assistant Area Manager of School Maintenance	\$2,207	\$2,328
Assistant Chemical Engineer	\$1,686	\$1,778
Assistant Chemist (including specialties)	\$1,686	\$1,778
Assistant Civil Engineer	\$1,686	\$1,778
Assistant Coordinator of Highway Transportation Studies	\$2,207	\$2,328
Assistant Director of Technical Services (Air Pollution Control)	\$2,321	\$2,448
Assistant Director of Technical Services (Emissions Inventory - Stationary Sources)	\$2,321	\$2,448
Assistant Electrical Engineer	\$1,686	\$1,778
Assistant Engineer (Accounting)	\$1,686	\$1,778
Assistant Environmental Engineer	\$1,686	\$1,778
Assistant Health Facilities Planner	\$1,853	\$1,954
Assistant Landscape Architect	\$1,686	\$1,778
Assistant Mechanical Engineer	\$1,686	\$1,778
Assistant Plan Examiner (Buildings)	\$1,853	\$1,954

<u>Title</u>	<u>3/3/08</u>	<u>3/2/10</u>
Assistant Project Coordinator	\$1,686	\$1,778
Assistant Signal Circuit Engineer	\$1,686	\$1,778
Assistant Surveyor	\$1,853	\$1,954
Associate Air Pollution Inspector Level I	\$1,448	\$1,527
Associate Chemist Level I (after 1 year in title) (Per 3-2-10 AI PA)	\$1,686	\$1,778
Associate City Planner	\$2,207	\$2,328
Associate Engineering Technician Level I (Per 3-2-10 AI PA)	\$1,509	\$1,592
Associate Graphic Artist	\$1,686	\$1,778
Associate Housing Development Specialist	\$2,207	\$2,328
Associate Landmarks Preservationist	\$1,853	\$1,954
Associate Project Manager	\$1,853	\$1,954
Associate Space Analyst	\$1,853	\$1,954
Chemical Engineer	\$1,853	\$1,954
Chemist (including specialties)	\$1,853	\$1,954
Chief Supervisor of Mechanical Installations	\$2,207	\$2,328
Civil Engineer (including specialties)	\$1,853	\$1,954
Construction Manager (including specialties)	\$2,207	\$2,328
Director of Intersectional Traffic Control	\$2,207	\$2,328
Electrical Engineer (including specialties)	\$1,853	\$1,954
Engineer (Accounting) (CE & S)	\$1,853	\$1,954
Engineer-Assessor (all specialties)	\$1,853	\$1,954
Engineering Specialist Level I (Per 3-2-10 AI PA)	\$2,409	\$2,541
Environmental Engineer Level I (Per 3-2-10 AI PA)	\$1,853	\$1,954
General Superintendent of Construction (including specialties) (Per 3-2-10 AI PA)	\$2,207	\$2,328
General Superintendent of Construction and Repairs	\$2,207	\$2,328
General Supervisor of Building Maintenance (all fields)	\$1,853	\$1,954
Geologist	\$1,853	\$1,954
Graphic Artist Level II	\$1,686	\$1,778
Health Facilities Planner	\$2,321	\$2,448
Landscape Architect	\$1,853	\$1,954
Mechanical Engineer (including specialties)	\$1,853	\$1,954
Medical Equipment Specialist	\$1,686	\$1,778
Physicist (including specialties)	\$1,853	\$1,954
Plan Examiner (Buildings)	\$2,207	\$2,328
Planner	\$1,853	\$1,954
Principal Air Pollution Control Engineer	\$2,321	\$2,448
Principal Air Pollution Inspector	\$1,802	\$1,901
Principal Chemical Engineer	\$2,321	\$2,448
Principal Chemist (including specialties)	\$2,207	\$2,328
Principal Civil Engineer (including specialties)	\$2,321	\$2,448
Principal Electrical Engineer	\$2,321	\$2,448
Principal Engineer	\$2,321	\$2,448
Principal Fire Prevention Inspector	\$1,802	\$1,901
Principal Illustrator	\$1,802	\$1,901
Principal Mechanical Engineer	\$2,321	\$2,448
Principal Physicist	\$2,207	\$2,328
Principal Planner	\$2,207	\$2,328
Principal Urban Designer	\$2,321	\$2,448
Project Coordinator	\$1,853	\$1,954

<u>Title</u>	<u>3/3/08</u>	<u>3/2/10</u>
Project Development Coordinator	\$1,853	\$1,954
Project Manager (HHC only)	\$2,207	\$2,328
Project Services Specialist (Not in 3-2-10 AI PA)	\$1,853	\$1,954
Senior Air Pollution Control Engineer	\$2,207	\$2,328
Senior Air Pollution Inspector	\$1,448	\$1,527
Senior Architect (including specialties)	\$2,207	\$2,328
Senior Automotive Specialist	\$2,207	\$2,328
Senior Chemical Engineer	\$2,207	\$2,328
Senior Chemist (including specialties)	\$2,207	\$2,328
Senior Civil Engineer (including Specialist) (Not in 3-2-10 AI PA)	\$2,207	\$2,328
Senior Electrical Engineer (including Specialist)	\$2,207	\$2,328
Senior Engineer (Accounting)	\$2,207	\$2,328
Senior Engineer (Safety)	\$2,207	\$2,328
Senior Engineer (Cranes)	\$2,207	\$2,328
Senior Engineer-Assessor	\$2,207	\$2,328
Senior Engineering Technician (including specialties, JOP)	\$1,509	\$1,592
Senior Environmental Control Technician	\$1,509	\$1,592
Senior Estimator (including specialties)	\$1,853	\$1,954
Senior Fire Prevention Inspector (Per 3-2-10 AI PA)	\$1,332	\$1,405
Senior Geologist	\$2,207	\$2,328
Senior Health Facilities Planner	\$2,321	\$2,448
Senior Highway Transportation Specialist	\$1,853	\$1,954
Senior Hull & Machinery Inspector	\$1,448	\$1,527
Senior Industrial Engineer	\$2,207	\$2,328
Senior Landscape Architect	\$2,207	\$2,328
Senior Mechanical Engineer (including specialties)	\$2,207	\$2,328
Senior Meteorologist	\$1,686	\$1,778
Senior Painting Inspector	\$1,448	\$1,527
Senior Physicist (including specialties)	\$2,207	\$2,328
Senior Plan Examiner (Buildings)	\$2,321	\$2,448
Senior Planner	\$2,207	\$2,328
Senior Project Coordinator	\$2,207	\$2,328
Senior Project Development Coordinator	\$2,207	\$2,328
Senior Project Services Specialist	\$2,207	\$2,328
Senior Scientist (Radiation Control)	\$2,207	\$2,328
Senior Supervisor of Mechanical Installations	\$2,207	\$2,328
Senior Traffic Control Inspector	\$1,448	\$1,527
Senior Urban Designer	\$2,207	\$2,328
Senior Waterfront Construction Inspector	\$1,448	\$1,527
Superintendent of Construction	\$1,853	\$1,954
Superintendent of Construction and Repairs	\$1,853	\$1,954
Supervising Air Pollution Inspector	\$1,626	\$1,715
Supervising Environmental Control Technician	\$1,686	\$1,778
Supervising Fire Prevention Inspector	\$1,448	\$1,527
Supervising Hull & Machinery Inspector	\$1,626	\$1,715
Supervising Traffic Control Inspector	\$1,626	\$1,715
Supervisor of Diesel Engine Maintenance.	\$1,853	\$1,954
	\$1,853	\$1,954

<u>Title</u>	<u>3/3/08</u>	<u>3/2/10</u>
Supervisor of Electrical Installations		
Supervisor of Electrical Installations & Maintenance Level I (Per 3-2-10 AI PA)	\$1,853	\$1,954
Supervisor of Mechanical Installations	\$1,853	\$1,954
Supervisor of Mechanical Installations & Maintenance Level I (Per 3-2-10 AI PA)	\$1,853	\$1,954
Surveyor	\$2,207	\$2,328
Telemetric Systems Specialist	\$2,207	\$2,328
Traffic Control Inspector Level II	\$1,448	\$1,527
Traffic Control Inspector Level III	\$1,626	\$1,715
Urban Designer	\$1,853	\$1,954

UNIT "B"

<u>Title</u>	<u>3/3/08</u>	<u>3/2/10</u>
Assistant Programs Manager	\$1,626	\$1,715
Chief Supervisor of Radio Operations	\$1,971	\$2,079
Chief Supervisor of Television Operations	\$1,971	\$2,079
Film Manager	\$1,626	\$1,715
Musical Supervisor	\$1,277	\$1,347
Program Manager	\$1,971	\$2,079
Senior Announcer	\$1,277	\$1,347
Senior Radio Operator	\$1,277	\$1,347
Supervisor of Radio Operations	\$1,626	\$1,715
Supervisor of Television Operations	\$1,626	\$1,715

15005

Section 8. Level Increases

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

UNIT "A"

<u>TITLE</u>	<u>3/3/08</u>	<u>3/2/10</u>
Air Pollution Control Engineer Level II	\$2,409	\$2,541
Air Pollution Control Engineer Level III	\$2,607	\$2,750
Architect (including specialties) Level II	\$2,409	\$2,541
Architect (including specialties) Level III	\$2,607	\$2,750
Architectural Specialist Level II	\$2,607	\$2,750
Associate Air Pollution Inspector Level II	\$1,626	\$1,715
Associate Air Pollution Inspector Level III	\$1,802	\$1,901
Associate Chemist Level II	N/A	\$1,954
Associate Chemist Level III	\$2,207	\$2,328
Associate Chemist Level IV (Per 3-2-10 LI PA)	N/A	\$2,328
Associate City Planner Level II	\$2,207	\$2,328
Associate Engineering Technician Level II	\$1,686	\$1,778
Associate Fire Protection Inspector Level II	\$1,448	\$1,527
Associate Fire Protection Inspector Level III	\$1,802	\$1,901
Associate Project Manager Level II	\$2,207	\$2,328
Associate Urban Designer Level II	\$2,207	\$2,328
Associate Urban Designer Level III	\$2,321	\$2,448
Chemical Engineer Level II	\$2,409	\$2,541
Chemical Engineer Level III	\$2,607	\$2,750
City Planner Level II	\$1,853	\$1,954
City Planner Level III (Per 3-2-10 LI PA)	\$2,207	\$2,328
City Planner Level IV (Per 3-2-10 LI PA)	\$2,207	\$2,328
City Research Scientist Level II	\$2,321	\$2,448
City Research Scientist Level III	\$2,321	\$2,448
Civil Engineer (incl. spec.) Level II	\$2,409	\$2,541
Civil Engineer (incl. spec.) Level III	\$2,607	\$2,750
Construction Project Manager Level II	\$1,853	\$1,954
Construction Project Manager Level III	\$2,207	\$2,328
Criminalist Level III	\$1,627	\$1,716
Criminalist Level IV	\$1,627	\$1,716
Electrical Engineer (including specialties) Level II	\$1,627	\$1,716
Electrical Engineer (including specialties) Level III	\$1,627	\$1,716
Engineering Specialist Level II	\$2,409	\$2,541

<u>TITLE</u>	<u>3/3/08</u>	<u>3/2/10</u>
Engineering Technician Level II (Incl spec)	\$2,607	\$2,750
Environmental Engineer Level II	\$2,607	\$2,750
Environmental Engineer Level III	\$1,277	\$1,347
Highway Transportation Specialist Level II	\$2,409	\$2,541
Highway Transportation Specialist Level III	\$2,207	\$2,328
Housing Development Specialist Level II	\$1,853	\$1,954
Instrumentation Specialist Level II	\$1,509	\$1,592
Instrumentation Specialist Level III	\$1,686	\$1,778
Landmarks Preservationist Level II	\$1,853	\$1,954
Landscape Architect Level II	\$2,409	\$2,541
Landscape Architect Level III	\$2,607	\$2,750
Mechanical Engineer (including specialties) Level II	\$2,409	\$2,541
Mechanical Engineer (including specialties) Level III	\$2,607	\$2,750
Physicist Level II (Per 3-2-10 LI PA)	N/A	\$1,954
Physicist Level III (Per 3-2-10 LI PA)	N/A	\$2,328
Research Scientist Level II	\$2,321	\$2,448
Research Scientist Level III	\$2,321	\$2,448
Scientist (Radiation Control) Level II (Per 3-2-10 LI PA)	\$1,853	\$1,954
Scientist (Radiation Control) Level III (Per 3-2-10 LI PA)	\$2,207	\$2,328
Space Analyst Level II	\$1,853	\$1,954
Supervisor of Electrical Installations & Maintenance Level II	\$1,853	\$1,954
Supervisor of Mechanical Installations & Maintenance Level II	\$1,853	\$1,954
Supervisor of Mechanical Installations & Maintenance Level III	\$2,207	\$2,328
Supervisor of Mechanical Installations & Maintenance Level IV	\$2,207	\$2,328

Section 9. Service Increments

- a. The service increments set forth below shall be paid to eligible employees listed in Section 9(c) upon completion of the specified years of service:

<u>Years of Service</u>	<u>3/3/08</u>	<u>3/2/10</u>
After 5 years	\$1,389	\$1,465
After 10 years	\$2,858 (+1,469)	\$3,014 (+\$1,549)
After 15 years	\$4,327 (+1,469)	\$4,564 (+1,550)

- b. Service eligibility for the service increments described in this Section 9 is computed on the basis of the length of City service in the appropriate occupational group. Eligibility of new qualifiers for the increment shall be on the January 1, April 1, July 1, or October 1 subsequent to the employee's anniversary date. The service increment shall not be pensionable until the employee has received it for two years.

- c. **Eligible Titles:**

Air Pollution Control Engineer
Architect (all specialties)

15005

Architectural Specialist
Assistant Area Manager of School Maintenance
Assistant Coordinator of Highway Transportation Studies
Assistant Director of Technical Services (Air Pollution Control)
Assistant Director of Technical Services (Emissions Inventory)
Assistant Health Facilities Planner
Assistant Planner Examiner
Assistant Surveyor
Associate Chemist Level II, III, IV (Per 3-2-10 amended SI PA)
Associate City Planner Level I, II
Associate Housing Development Specialist
Associate Landmarks Preservationist
Associate Space Analyst
Associate Project Manager Level I, II, III
Associate Urban Designer Level I, II, III
Automotive Specialist
Chemical Engineer
Chemical, Biological and Radiological Officer (Civil Defense)
Chemist (all specialties)
Chief Supervisor of Mechanical Installations
City Planner Level II, III, IV (Per 3-2-10 amended SI PA)
Civil Engineer (all specialties)
City Research Scientist Level II, III, IVA, IVB (DCAS Res 2008-5)
(listed below)
Construction Manager (all specialties)
Construction Project Manager Level II, III
Criminalist Level II, III, IV
Director of Intersectional Traffic Control
Electrical Engineer (incl specialties)
Engineer(Accounting)
Engineer -- Assessor
Engineer Specialist
Environmental Engineer
General Superintendent of Construction (incl specialties)
General Superintendent of Construction and Repairs
General Supervisor of Building Maintenance (all fields)
General Supervisor of School Maintenance (all Fields)
Geologist
Health Facilities Planner
Highway Transportation Specialist Level II, III (Per 3-2-10 amended SI PA)
Housing Development Specialist Level II
Landmarks Preservationist Level II
Landscape Architect

15005

Mechanical Engineer (incl specialties)
Physicist II, III (Per 3-2-10 amended SI PA)
Plan Examiner (Buildings)
Planner
Principal Air Pollution Control Engineer
Principal Chemical Engineer
Principal Chemist (all specialties)
Principal Civil Engineer (all specialties)
Principal Electrical Engineer
Principal Engineer
Principal Mechanical Engineer
Principal Physicist
Principal Planner
Principal Research Scientist (Biological Sciences) (HHC only)
Principal Urban Designer
Project Coordinator
Project Development Coordinator
Project Manager (HHC only) Level II (Per 3-2-10 amended SI PA)
Project Services Specialist
Railroad Signal Specialist Level I, II
Research Scientist Levels I,II,III
Scientist (Radiation Control) Level II, III
Scientist (Water Ecology)
Senior Air Pollution Control Engineer
Senior Architect (all specialties)
Senior Automotive Specialist
Senior Chemical Engineer
Senior Chemist (all specialties)
Senior Civil Engineer (all specialties)
(Not in 3-2-10 amended SI PA)
Senior Electrical Engineer (all specialties)
Senior Engineer (Accounting)
Senior Engineer (Cranes)
Senior Engineer (Safety)
Senior Engineer-Assessor
Senior Estimator (all specialties)
Senior Geologist
Senior Health Facilities Planner
Senior Highway Transportation Specialist
Senior Industrial Engineer
Senior Landscape Architect
Senior Mechanical Engineer (all specialties)
Senior Physicist (all specialties)

15005

Senior Plan Examiner (Buildings)
 Senior Planner
 Senior Project Coordinator
 Senior Project Development Coordinator
 Senior Project Services Specialist
 Senior Scientist (Radiation Control)
 Senior Supervisor of Mechanical Installations
 Senior Urban Designer
 Space Analyst Level II
 Superintendent of Construction
 Superintendent of Construction and Repairs
 (Not in 3-2-10 amended SI PA)
 Supervisor of Diesel Engine Maintenance
 Supervisor of Electrical Installations
 Supervisor of Mechanical Installations
 Supervisor of Electrical Installations & Maintenance Level II
 Supervisor of Mech. Installations & Maintenance Level II, III, IV
 Surveyor
 Surveyor Level IB
 Tax Map Cartographer Level IB, II
 Telemetric Systems Specialist
 Urban Designer

Section 10. Longevity Differential

- a. i. The longevity differentials set forth below shall be paid to eligible employees listed in Section 10(a)(ii) upon completion of the specified number of years of service:

<u>Years of Service</u>	<u>3/3/08</u>	<u>3/2/10</u>
After 5 years	\$888	\$937
After 10 years	\$1,772 (+\$884)	\$1,869 (+\$932)
After 15 years	\$3,111 (+\$1,339)	\$3,281 (+\$1,412)

- ii. Eligible Titles:

Assistant Air Pollution Control Engineer (In 3-2-10 LD PA)
 Assistant Architect (In 3-2-10 LD PA)
 Assistant Chemical Engineer
 Assistant Chemist (Incl. specialty)
 Assistant Civil Engineer
 Assistant Electrical Engineer
 Assistant Engineer (Accounting)
 Assistant Environmental Engineer
 Assistant Geologist
 Assistant Landscape Architect
 Assistant Mechanical Engineer

15005

Assistant Physicist (Including specialties)
 Assistant Planner
 Assistant Project Coordinator
 Assistant Project Development Coordinator
 Assistant Project Manager
 Assistant Project Services Specialist
 Assistant Scientist (Radiation Control)
 Assistant Signal Circuit Engineer
 Assistant Space Analyst
 Assistant Superintendent of Construction
 (listed above)
 Assistant Superintendent of Construction and Repairs
 Assistant Supervisor of Electrical Installations
 Assistant Supervisor of Mechanical Installations
 Assistant Urban Designer
 City Planner Level I
 (Not in 3-2-10 LD PA)
 (Not in 3-2-10 LD PA)
 Construction Project Manager Level I
 Estimator (Incl. specialties)
 Highway Transportation Specialist Level I (In 3-2-10 LD PA)
 Housing Development Specialist Level I
 Instrument Maker (Radiology)
 Landmarks Preservation Specialist
 Landmarks Preservationist Level I
 Medical Equipment Specialist
 Project Manager (Other than HHC)
 Scientist (Radiation Control) Level I
 Senior Meteorologist
 Space Analyst Level I
 Supervisor of Electrical Installations & Maintenance Level I
 Supervisor of Mechanical Installations & Maintenance Level I
 Supervisor of Building Maintenance (All Fields)
 Urban Archeologist

- b. i. The longevity differentials set forth below shall be paid to eligible employees listed in Section 10(b)(ii) in addition to the MCEA/DCEA longevity;

<u>Years of Service</u>	<u>3/3/08</u>	<u>3/2/10</u>
After 5 years	\$736	\$776
After 10 years	\$1,475 (+\$739)	\$1,556 (+\$780)

- ii. Eligible titles:

Air Pollution Inspector Level II (In 3-2-10 LD PA)

15005

Assistant Engineering Technician (Incl. JOP)
Assistant Highway Transportation Specialist
Associate Air Pollution Inspector Level I, II, III
Associate Engineering Technician All Levels
Associate Fire Protection Inspector (All Levels)
Associate Graphic Artist
Cartographer (Civil Defense)
Chemical Engineering Drafter
City Planning Technician
Civil Engineering Drafter
Community Planning Board Coordinator
Computer Facilities Maintainer (FISA)
Construction Management Assistant
Electrical Engineering Drafter
Engineering Aide
Engineering Technician (Incl. spec.) All Levels
Engineering Technician Aide (JOP)
Environmental Control Technician
Fire Protection Inspector
Forester
Graphic Artist
Illustrator
Instrumentation Specialist
Junior Architect
Junior Chemist
Junior Civil Engineer
Junior Drafter
Junior Electrical Engineer
Junior Health Facilities Planner
Junior Mechanical Engineer
Junior Physicist
Mechanical Engineering Drafter
Medical Equipment Repair Technician
Painting Inspector
Principal Air Pollution Inspector
Principal Illustrator
Safety Officer
Safety Specialist
Senior Air Pollution Inspector
Sr. Engineering Technician (Incl. spec.) (JOP)
Senior Environmental Control Technician
Senior Hull & Machinery Inspector
Senior Illustrator
Senior Painting Inspector

15005

Senior Traffic Control Inspector
Senior Waterfront Construction Inspector
Supervising Air Pollution Inspector
Supervising Environmental Control Technician
Supervising Hull & Machinery Inspector
Supervising Traffic Control Inspector
Traffic Control Inspector Level I, II, III
Urban Technician
Waterfront Construction Inspector

15005

- c. i. The longevity differentials set forth below shall be paid to eligible employees listed in Section 10(c)(ii) in addition to the MCEA/DCEA longevity;

<u>Years of Service</u>	<u>3/3/08</u>	<u>3/2/10</u>
After 5 years	\$721	\$760
After 10 years	\$1,440 (+\$719)	\$1,519 (+\$759)

- ii. Eligible titles:

Asbestos Hazard Investigator (Not in 3-2-10 LD PA) (Not in 3-2-10 LD PA)	Industrial Hygienist (Not in 3-2-10 LD PA) (Not in 3-2-10 LD PA)
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- d. The longevity differentials described in this Section 10 do *not* become part of the basic salary rate. Service eligibility is computed on the basis of the length of service in the appropriate occupational group. Eligibility of new qualifiers for the longevity differential shall be on the January 1, April 1, July 1, or October 1 subsequent to the new qualifier's anniversary date. The longevity differential shall not be pensionable until the employee has received it for two years. When an employee receiving a longevity differential is promoted to a title eligible for a service increment described in Section 9 above, such employee shall no longer be eligible for the longevity differential. The employee shall solely be eligible to receive the appropriate service increment.

Section 11. Longevity Increment:

- a. Employees with 15 years or more of "City" service in pay status [except those eligible for the service increment paid pursuant to Section 9 or the longevity differential paid pursuant to Section 10(a)] shall receive a longevity increment of \$800 per annum.
- b. The rules for eligibility for the longevity increment described above in subsection 11(a), shall be set forth in Appendix A of this Agreement and are incorporated by reference herein.

Section 12. Recurring Increment Payment

- a. Full-time employees covered by this Agreement shall be eligible to receive the Recurring Increment Payments ("RIP") set forth below.

Effective March 3, 2008

<u>Years of City Service</u>	<u>Increment</u>	<u>Total RIP</u>	<u>Years of City Service</u>	<u>Increment</u>	<u>Total RIP</u>
1	\$93	\$93	11	\$97	\$1,057
2	\$94	\$187	12	\$97	\$1,154
3	\$94	\$281	13	\$97	\$1,251
4	\$97	\$378	14	\$97	\$1,348
5	\$97	\$475	15	\$97	\$1,445
6	\$97	\$572	16	\$97	\$1,542
7	\$97	\$669	17	\$97	\$1,639
8	\$97	\$766	18	\$111	\$1,750
9	\$97	\$863	19	\$111	\$1,861
10	\$97	\$960	20 or more	\$111	\$1,972

15005

Effective March 3, 2009

<u>Years of City Service</u>	<u>Increment</u>	<u>Total RIP</u>	<u>Years of City Service</u>	<u>Increment</u>	<u>Total RIP</u>
1	\$97	\$97	11	\$101	\$1,101
2	\$98	\$195	12	\$101	\$1,202
3	\$98	\$293	13	\$101	\$1,303
4	\$101	\$394	14	\$101	\$1,404
5	\$101	\$495	15	\$101	\$1,505
6	\$101	\$596	16	\$101	\$1,606
7	\$101	\$697	17	\$101	\$1,707
8	\$101	\$798	18	\$115	\$1,822
9	\$101	\$899	19	\$115	\$1,937
10	\$101	\$1,000	20 or more	\$115	\$2,052

- b. The RIPs shall be based upon years of City service and shall be paid in addition to the service increment set forth in Section 9, the longevity differential set forth in Section 10 or the longevity increment set forth in Section 11. RIPs shall be payable on the January 1, April 1, July 1, or October 1 subsequent to the qualifying employee's anniversary date, subject to the rules for eligibility set forth in Appendix B of this Agreement.

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 1995-01 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to Employees covered by this Agreement.
- b. When an election is made by the Union pursuant to the provisions of Article XIII, Section 1(b), of the Citywide Agreement between the City of New York and related public employers and District Council 37, AFSCME, AFL-CIO, the provisions of Article XIII, Section 1(b) of the 1995-01 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to Employees covered by this Agreement, and when such election is made, the Union hereby waives its right to training, education and/or legal services contributions provided in this Agreement, if any. In no case shall the single contribution provided in Article XIII, Section 1(b) of the 1995-01 Citywide Agreement, as amended or any successor agreement(s) thereto, exceed the total amount that the Union would have been entitled to receive if the separate contributions had continued.

Section 2.

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

Section 3.

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

ARTICLE V - 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.

15005

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 or the Rules and Regulations of the Health and Hospitals Corporation with respect to those matters set forth in the first paragraph of Section 7390.1 of the Unconsolidated Laws shall not be subject to the grievance procedure or arbitration;
- c. A claimed assignment of Employees to duties substantially different from those stated in their job specifications;
- d. A claimed improper holding of an open-competitive rather than a promotional examination;
- e. A claimed wrongful disciplinary action taken against a permanent Employee covered by Section 75(1) of the Civil Service Law or a permanent Employee covered by the Rules and Regulations of the Health and Hospitals Corporation upon whom the agency head has served written charges of incompetence or misconduct while the Employee is serving in the Employee's permanent title or which affects the Employee's permanent status.
- f. Failure to serve written charges as required by Section 75 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation upon a permanent Employee covered by Section 75(1) of the Civil Service Law or a permanent Employee covered by the Rules and Regulations of the Health and Hospitals Corporation where any of the penalties (including a fine) set forth in Section 75(3) of the Civil Service Law have been imposed.
- g. A claimed wrongful disciplinary action taken against an eligible provisional employee of a Mayoral agency who has served without a break in service for two years in the same or similar title or related occupational group in the same agency on a full-time per annum or full-time per diem basis and assigned regularly to work the normal, full-time work week established for that title.
- h. A claimed wrongful disciplinary action taken against a full-time non-competitive employee with one year of service in title, except for employees during the period of a mutually-agreed upon extension of probation. This provision shall not apply to non-competitive class employees with rights pursuant to Section 75(1) of the Civil Service Law.

Section 2.

45005

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

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

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

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

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

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

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

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

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

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

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

Section 3.

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

Section 4.

- a. Any grievance under Section 1(d) relating to a claimed improper holding of an open-competitive rather than a promotional examination shall be presented in writing by the Employee or the Union representative to the Commissioner of Labor Relations not later than thirty (30) days after the notice of the intention to conduct such open-competitive examination, or copy of the appointing officer's request for such open-competitive examination, as the case may be, has been posted in accordance with Section 51 of the Civil Service Law. The grievance shall be considered and passed upon within ten (10) days after its presentation. The determination shall be in writing, copies of which shall be transmitted to both parties to the grievance upon issuance.
- b. A grievance relating to the use of an open-competitive rather than a promotional examination which is unresolved by the Commissioner of Labor Relations may be brought to impartial arbitration as provided in Sections 2 and 3 above. Such a grievance shall be presented by the Union, in writing, for arbitration within 15 days of the presentation of such grievance to the Commissioner of Labor Relations, and the arbitrator shall decide such grievance within 75 days of its presentation to the arbitrator. The party requesting such arbitration shall send a copy of such request to the other party. The costs and fees of such arbitration shall be borne equally by the Employer and the Union.

Section 5. Disciplinary Procedure for Permanent Employees Subject to Section 75(1)

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

STEP A

Following the service of written charges, a conference with such Employee shall be held with respect to such charges by the person designated by the agency head to review a grievance at STEP I of the Grievance Procedure set forth in this Agreement. The Employee may be represented at such conference by a representative of the Union. The person designated by the agency head to review the charges shall take any steps necessary to a

proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference.

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

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

STEP B(ii) If the election is made to proceed pursuant to the Grievance Procedure, an appeal from the determination of STEP A above, shall be made to the agency head or designated representative. The appeal must be made in writing within five (5) work days of the receipt of the determination. The agency head or designated representative shall meet with the Employee and the Union for review of the grievance and shall issue a determination to the Employee and the Union by the end of the tenth work day following the day on which the appeal was filed. The agency head or designated representative shall have the power to impose the discipline, if any, decided upon, up to and including termination of the accused Employee's employment. In the event of such termination or suspension without pay totalling 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. Provisional Disciplinary Procedure

In any case involving a grievance under Section 1(g) of this Article, the "Disciplinary Procedure for Provisional Employees", including side-letter, appended, shall govern.

Section 7. Non-Competitive Disciplinary Procedure

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

STEP A Following the service of written charges upon an employee 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. At the conference the person designated by the agency head to review the charges shall: (1) verbally communicate to the employee any information reasonably necessary for the employee to understand the nature of the charges; (2) furnish to the employee copies of documentary evidence necessary to support the charges; and (3) furnish to the employee the names of potential witnesses except under unusual circumstances. 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 If the employee is dissatisfied with the determination in **STEP A** above, he or she may appeal such determination. The appeal must be made within five (5) working days of the receipt of such determination. Such appeal shall be treated as a grievance appeal beginning with **STEP II** of the Grievance Procedure set forth herein.

Section 8.

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

Section 9.

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

Section 10.

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

Section 11.

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

Section 12.

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

Section 13.

A non-Mayoral agency not covered by this Agreement but which employs employees in titles identical to those covered by this Agreement may elect to permit the Union to appeal an unsatisfactory determination

received at the last step of its Grievance Procedure prior to arbitration on fiscal matters only to the Commissioner of Labor Relations. If such election is made, the Union shall present its appeal to the Commissioner of Labor Relations in writing within ten (10) work days of the receipt of the last step determination. The Union should submit copies of the grievance filings at the prior steps of its Grievance Procedure and any agency responses thereto. Copies of such appeals shall be sent to the agency head. The Commissioner of Labor Relations, or the Commissioner's designee, shall review all such appeals and answer all such appeals within fifteen (15) work days. An appeal from a determination of the Commissioner of Labor Relations may be taken to arbitration under procedures, if any, applicable to the non-Mayoral agency involved.

Section 14.

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

Section 15. Expedited Arbitration Procedure.

- a. The parties agree that there is a need for an expedited arbitration process which would allow for the prompt adjudication of grievances as set forth below.
- b. The parties voluntarily agree to submit matters to final and binding arbitration pursuant to the New York City Collective Bargaining Law and under the jurisdiction of the Office of Collective Bargaining. An arbitrator or panel of arbitrators, as agreed to by the parties, will act as the arbitrator of any issue submitted under the expedited procedure herein.
- c. The selection of those matters which will be submitted shall include, but not limited to, out-of-title cases concerning all titles, disciplinary cases wherein the proposed penalty is a monetary fine of one week or less or written reprimand, and other cases pursuant to mutual agreement by the parties. The following procedures shall apply:
 - i. **SELECTION AND SCHEDULING OF CASES:**
 - (1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 14 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) 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:**

15005

- (1) The presentation of the case, to the extent possible, shall be made in the narrative form. To the degree that witnesses are necessary, examination will be limited to questions of material fact and cross examination will be similarly limited. Submission of relevant documents, etc., will not be unreasonably limited and may be submitted as a "packet" exhibit.
- (2) In the event either party is unable to proceed with hearing a particular case, the case shall be rescheduled. However, only one adjournment shall be permitted. In the event that either party is unable to proceed on a second occasion, a default judgment may be entered against the adjourning party at the Arbitrator's discretion absent good cause shown.
- (3) The Arbitrator shall not be precluded from attempting to assist the parties in settling a particular case.
- (4) A decision will be issued by the Arbitrator within two weeks. It will not be necessary in the Award to recount any of the facts presented. However, a brief explanation of the Arbitrator's rationale may be included. Bench decisions may also be issued by the Arbitrator.
- (5) Decisions in this expedited procedure shall not be considered as precedent for any other case nor entered into evidence in any other forum or dispute except to enforce the Arbitrator's award.
- (6) The parties shall, whenever possible, exchange any documents intended to be offered in evidence at least one week in advance of the first hearing date and shall endeavor to stipulate to the issue in advance of the hearing date.

ARTICLE VII - BULLETIN BOARDS: EMPLOYER FACILITIES

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

This Agreement is subject to the provisions, terms and conditions of the agreement which has been or may be negotiated between the City and the union recognized as the exclusive collective bargaining

representative on citywide matters which must be uniform for specified employees, including the Employees covered by this Agreement.

Employees in Rule X titles shall receive the benefits of the Citywide Agreement unless otherwise specifically excluded herein.

ARTICLE X - UNION ACTIVITY

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

ARTICLE XI - LABOR-MANAGEMENT COMMITTEE

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

15005

ARTICLE XII - FINANCIAL EMERGENCY ACT

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

ARTICLE XIII - APPENDICES

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

ARTICLE XIV - SAVINGS CLAUSE

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

ARTICLE XV - CONTRACTING-OUT CLAUSE

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

ARTICLE XVI - ASSIGNMENT DIFFERENTIALS

Section 1.

a. Conditions:

- i. Differentials in the pro rata annual amounts set forth in subsection 1(c) shall be paid to employees in the indicated titles when assigned to a position with duties of a special nature requiring responsibilities not ordinarily performed by employees in the said titles. Eligible assignments shall be limited to those set forth in subsection 1(b), and shall not be deemed a promotion to the next higher title.
- ii. Notwithstanding the provisions of subsection 1(a)(i), an employee receiving an assignment differential which was approved prior to July 1, 1989, shall continue to receive such differential for the *duration of said assignment*.
- iii. Differentials shall be paid to an employee only for the *duration of the assignment* and shall be retroactive to the date of such assignment except that no differential shall be granted with an effective date prior to March 3, 2008.
- iv. Notwithstanding the provisions of subsection 1(a)(iii), in the case of a dispute, no differential shall be granted with an effective date prior to 120 days of the filing of a Step I grievance pursuant to Article IV of this Agreement.

15005

- v. Only one employee shall be eligible to receive a differential for any given assignment. An employee shall *not* receive more than one differential for the same assignment (e.g. both "Squad Leader" and "Plan Review" Differential), except an eligible employee may receive the "Signing and Sealing" Differential in conjunction with the "Squad Leader" Differential

b. Eligible Assignments:

i. Full Differentials:

- (1) **Squad Leader:** When assigned as working supervisor of a "squad" composed of least four professional or para-professional employees, provided at least one such employee is in the same title or an eligible title within the same sub-group of section 1.
- (2) **Plan Review:** When assigned as the major part of their job duties, to review the design and shop drawings of consulting engineers contracted by the City. *Such assignments do not include field engineering positions or field design changes.* Notwithstanding the limitation of this subsection to review of design and shop drawings "of consulting engineers contracted by the City," employees of the *Department of Buildings* in eligible titles listed in Section 1(c) shall be deemed eligible for the differential set forth herein when assigned as the major part of their job duties to review of design and shop drawings.
- (3) **Signing and Sealing:** Effective July 1, 1994, an Architect *Level I* (all specialties), Engineer *Level I* (all fields & specialties) or Landscape Architect *Level I* when assigned in writing on a *regular* basis to utilize his/her valid New York State Professional Architect's or Engineer's License to sign and seal architectural/engineering and other official documents prepared by professional employees *other than the employee him/herself*.

ii. Half Differentials:

- (1) **Assistant Squad Leader:** When assigned as deputy to a supervisor of a "squad" composed of least five professional or paraprofessional employees, provided at least one such employee in addition to the squad leader is in the same title or an eligible title within the same sub-group of section 1.
- (2) **Section Engineer:** When directing the crew responsible for the maintenance of a section of the upstate water supply system.

15005

c. Eligible Titles:

i.	Assistant Architect	City Planner Level I
	Assistant Engineer(all field & specialties)	Construction Project Manager Level I
	Assistant Landscape Architect	Housing Development Specialist Level I
	Assistant Planner	Project Manager (Other than HHC)
	Assistant Project Development Coordinator	Supervisor of Building Maintenance
	Assistant Project Coordinator	Supervisor of Electrical Installations & Maintenance Level I
	Assistant Superintendent of Construction	Supervisor of Mechanical Installations & Maintenance Level I

	<u>3/3/08</u>	<u>3/2/10</u>
Half Differential	\$725	\$765
Full Differential	\$1,447	\$1,526

ii.	Architect Level I (all specs.)	Housing Development Specialist Level II
	Associate Chemist Level I	Landscape Architect Level I
	Associate Project Manager Level I	Planner
	Chemist	Project Coordinator
	City Planner Level II	Project Development Coordinator
	Construction Project Manager Level II	Superintendent of Construction
	Engineer Level I (all fields & specs.)	Supervisor of Electrical Installations & Maintenance Level II
	General Supervisor of Building Maintenance	Supervisor of Mechanical Installations & Maintenance Level II

	<u>3/3/08</u>	<u>3/2/10</u>
Half Differential	\$838	\$884
Full Differential	\$1,672	\$1,763

iii.	Associate City Planner I	Senior Architect (all Specialties)
	Associate Chemist Level II	Senior Engineer (all Fields and Specialties)
	Associate Housing Development Specialist	Senior Landscape Architect
	Associate Project Manager Level II	Senior Planner
	Construction Project Manager Level III	Senior Project Coordinator
	General Superintendent of Construction (all Specialties)	Senior Project Development Coordinator

	<u>3/3/08</u>	<u>3/2/10</u>
Half Differential	\$931	\$982
Full Differential	\$1,854	\$1,955

- d. All applications for Assignment Differentials should be processed through the Agency Labor Relations Officer who will submit said applications to:

Engineering Differential Review Section - Labor Analysis Unit
Office of Management and Budget
255 Greenwich Street - Sixth Floor
New York, New York 10007

15005

- e. All applications should be accompanied by a valid, dated organization chart of the appropriate unit and should include the following data:

Employee's Name
Civil Service Title
Office Title (if any)
Social Security Number
Position Number
Unit
Work Location
Distribution Center
Supervisor's Name and Civil Service Title
Date of Assignment

In addition, the following data should be submitted for the indicated categories of differentials:

Squad Leader, Assistant Squad Leader, and Section Engineer:

Names and Civil Service Titles of Staff Supervised

Plan Review:

Description of Employee's Assignments
Percentage of Time Assigned

Section 2.

Effective July 1, 1987, a differential in the pro rated pro-rated annual amounts set forth below shall continue to be paid to the one Research Scientist duly assigned as Assistant Director, Bureau of Laboratories responsible for virology and immunology.

<u>3/3/08</u>	<u>3/2/10</u>
\$3,031	\$3,197

Section 3.

Effective July 1, 1987, a differential in the pro rated pro-rated annual amounts set forth below shall continue to be paid to the one Program Manager who is assigned on a continuing basis to the performance of the more difficult and exacting portion of the duties and responsibilities of the class of Program Manager.

<u>3/3/08</u>	<u>3/2/10</u>
\$1,455	\$1,535

15005

ARTICLE XVII - TRAINING FUND

For the period July 1, 2008 through June 30, 2010, the City agrees to continue the practice of contributing the sum of \$25,000 per annum to a Union Administered Training Fund. The training fund provided pursuant to this Article shall be utilized for such programs as may be approved by the Department of Personnel. No contributions shall be made to such training fund during any period in which the separate trust agreement required between the City and the Union relating to the operation of such fund is not in effect. The entire sum due pursuant to this Section for the period ending June 30, 2010, shall be paid as a lump sum following the execution of the trust agreement.

ARTICLE XVIII - RECRUITMENT & RETENTION OF PROFESSIONAL PERSONNEL

Section 1.

A joint committee composed of representatives of the Office of Management and Budget, the Office of Labor Relations, the Department of Citywide Administrative Services, and the Union shall meet to study problems related to the recruitment and retention of qualified professional personnel and where deemed necessary, make recommendations to the appropriate City officials. The Professional Development Committee shall meet regularly so that it may be able to consider these matters in an expeditious fashion.

Section 2.

The Union agrees that if the City determines at any time during the period of this Agreement that it is impracticable to recruit for any of the titles covered by the Agreement at the then minimum salary, it may unilaterally increase the minimum entrance salary of such title by an amount deemed necessary to recruit for such title.

ARTICLE XIX - PROFESSIONAL FEE ALLOWANCE

Professional licensing fees for New York State licenses required for full Engineers, Architects and Landscape Architects shall continue to be reimbursed in the amount of \$85.00 annually.

Eligible Titles:

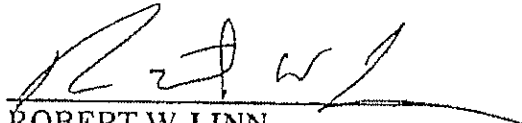
Architect (all levels, fields and specialties)	Senior Plan Examiner (Buildings)
Engineer (all levels, fields and specialties)	Sr. Architect (all levels, fields and specialties)
Landscape Architect (all levels, fields and specialties)	Sr. Engineer (all fields and specialties)
Plan Examiner (Buildings)	Sr. Landscape Architect (all fields and specialties)

15005

WHEREFORE, we have hereunto set our hands and seals this 27th day of March, 2013⁵

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

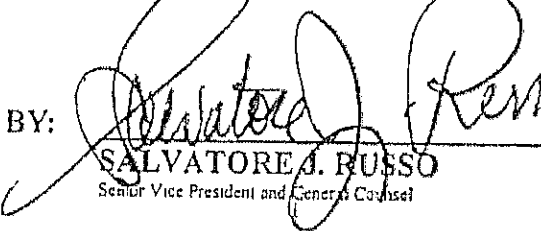
FOR DISTRICT COUNCIL 37,
AFSCME, AFL-CIO:

BY: 
ROBERT W. LINN
Commissioner of Labor Relations

BY: 
LILLIAN ROBERTS
Executive Director

FOR THE NEW YORK CITY HEALTH
AND HOSPITALS CORPORATION:

FOR CIVIL SERVICE TECHNICAL GUILD
LOCAL 375, AFSCME, AFL-CIO

BY: 
SALVATORE J. RUSSO
Senior Vice President and General Counsel

BY: 
CLAUDE FORT
President

APPROVED AS TO FORM:

BY: 
GEORGIA PESTANA
Chief, Labor and Employment Law

OFFICE OF LABOR RELATIONS
REGISTRATION
OFFICIAL CONTRACT

DATE SUBMITTED TO THE FINANCIAL CONTROL BOARD: _____, 2013⁵

UNIT: Engineering & Scientific

TERM: March 3, 2008 – March 2, 2010

NQ15005

DATE:

March 27, 2013

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 11 of the 2008-2010 Engineering & Scientific Agreement.

1. Only service in pay status shall be used to calculate the 15 years of service, except that for other than full time per annum Employees only a continuous year of service in pay status shall be used to calculate the 15 years of service. A continuous year of service shall be a full year of service without a break of more than 31 days. Where the regular and customary work year for a title is less than a twelve month year, such as a school year, such regular and customary year shall be credited as a continuous year of service counting towards the 15 years of service. If the normal work year for an Employee is less than the regular and customary work year for the Employee's title, it shall be counted as a continuous year of service if the Employee has customarily worked that length work year and the applicable agency verifies that information.
2. Service in pay status prior to any breaks in service of more than one year shall not be used to calculate the 15 years of service. Where an Employee has less than seven years of continuous service in pay status, breaks in service of less than one year shall be aggregated. Where breaks in service aggregate to more than one year they shall be treated as a break in service of more than one year and the service prior to such breaks and the aggregated breaks shall not be used to calculate the 15 years of service. No break used to disqualify service shall be used more than once.
3. The following time in which an Employee is not in pay status shall not constitute a break in service as specified in paragraph 2 above:
 - a. Time on a leave approved by the proper authority which is consistent with the Personnel Rules and Regulations of the City of New York or the appropriate personnel authority of a covered organization.
 - b. Time prior to a reinstatement.
 - c. Time on a preferred list pursuant to Civil Service Law Sections 80 and 81 or any similar contractual provision.
 - d. Time not in pay status of 31 days or less.Notwithstanding the above, such time as specified in subsections a, b and c above shall not be used to calculate the 15 years of service.
4. Once an Employee has completed the 15 years of "City" service in pay status and is eligible to receive the \$800 longevity increment, the \$800 shall become part of the Employee's base rate for all purposes except as provided in paragraph 5 below.
5. The \$800 longevity increment shall not become pensionable until fifteen months after the Employee begins to receive such \$800 increment. Fifteen months after the Employee begins to receive the \$800 longevity increment, such \$800 longevity increment shall become pensionable and as part of the Employee's base rate, the \$800 longevity increment shall be subject to the general increases provided in Article III, Section 3(a) of this Agreement.

15005

Appendix B

Recurring Increment Payment Eligibility Rules

The following rules shall govern the eligibility of Employees for the Recurring Increment Payment ("RIP") provided for in Article III, Section 12 of the 2008-2010 Engineering/Scientific Agreement.

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

15005

