

per annum to the District Council 37 Educational Fund on behalf of each Employee in the titles listed below:

- Addiction Specialist (including approved specialties)
- Assistant Community Liaison Worker
- Assistant Superintendent of Bridge House
- Assistant Youth Services Specialist
- Case Aide
- Community Assistant
- Community Liaison Trainee
- Community Service Aide
- Correctional Aide
- Home Aide
- Homemaker
- Human Resources Aide
- Human Resources Technician (including approved specialties)
- Mental Health Worker
- Senior Human Resources Technician (including approved specialties)
- Senior Mental Health Worker
- Supervising Mental Health Worker
- Teacher Aide (Day Care Center)

Employees of non-Mayoral agencies shall be covered by such contribution provided the affected agency elects to have its Employees so covered and becomes an employer party to the agreement between the City and the Union, dated July 13, 1971, concerning the District Council 37 Education Fund.

This Section shall be subject to the waiver in Article IV, Section 1(b) and 1(c) of this Agreement.

**SECTION 15. ANNUITY FUND.**

a. Effective July 1, 2002, the Employer shall continue to contribute to an existing annuity fund on behalf of full-time per annum and full-time per diem Employees, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each paid working day which amount shall not exceed \$478 for each Employee in full pay status in the prescribed twelve (12) month period, subject to the terms of a signed supplemental agreement approved by the Corporation Counsel. For Employees who work less than the number of hours for their full-time equivalent title, the employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution calculated against the number of hours associated with their full time equivalent title, which amount shall not exceed \$478 per annum for each Employee in full pay status in the prescribed twelve (12) month period.

b. For Employees who work a compressed work week, the Employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each set of paid working hours which equate to the daily number of hours that title is regularly scheduled to work, which amount shall not exceed \$478 per annum for each Employee in full-pay status in the prescribed twelve (12) month period.

c. For those Employees who are appointed on a seasonal basis, the Employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each paid working day, which amount shall not exceed \$478 per annum for each Employee in full pay status in the prescribed twelve (12) month period.

**d. CONTRIBUTIONS:**

For the purpose of Section 15(a), excluded from paid working days are all scheduled days off, all days in non-pay status, and all paid overtime. "All days in non-pay status" as used in this Section 15(d) shall be defined as including, but not limited to, the following:

- (1) time on preferred or recall lists;
- (2) time on the following approved unpaid leaves:
  - (a) maternity / child care leave;
  - (b) military leave;
  - (c) unpaid time while on jury duty;
  - (d) unpaid leave for union business pursuant to Executive Order 75;
  - (e) unpaid leave pending workers' compensation determination;
  - (f) unpaid leave while on workers' compensation option 2;
  - (g) approved unpaid time off due to illness or exhaustion of paid sick leave;
  - (h) approved unpaid time off due to family illness; and
  - (i) other pre-approved leaves without pay;
- (3) time while on absence without leave;
- (4) time while on unapproved leave without pay; or time while on unpaid suspensions.

**e. DEFINITIONS:**

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

**ARTICLE IV - WELFARE FUND**

**SECTION 1.**

In accordance with the election by the Union pursuant to the provisions of Article XIII of the Citywide Agreement between the City of New York and related public employers and District Council 37, AFSCME, AFL-CIO, the Welfare Fund provisions of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to Employees covered by this Agreement.

When an election is made by the Union pursuant to the provisions of Article XIII, Sec-

tion 1 (b), of the Citywide Agreement between the City of New York and related public employers and District Council 37, AFSCME, AFL-CIO, the provisions of Article XIII, Section 1 (b) of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to Employees in the titles listed below, 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 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, exceed the total amount that the Union would have been entitled to receive if the separate contributions had continued.

- |  |  |
|--|--|
| Assistant Community Liaison Worker (OTB) | Junior Human Rights Specialist               |
| Assistant Educational Counselor (JJ)     | Juvenile Counselor                           |
| Associate Inspector (DCA)                | Principal Community Liaison Worker (OTB)     |
| Associate Juvenile Counselor             | Principal Consumer Affairs Inspector         |
| Claim Examiner                           | Principal Human Rights Specialist            |
| Claim Specialist                         | Principal Inspector of Ports and Terminals   |
| Community Liaison Worker (OTB)           | Principal Juvenile Counselor                 |
| Compliance Agent (Sanitation)            | Senior Claim Examiner                        |
| Compliance Aide (JOP)                    | Senior Community Liaison Worker (OTB)        |
| Consultant (Public Health Social Work)   | Senior Consultant (Psychiatric Nursing)      |
| Consumer Affairs Inspector               | Senior Consumer Affairs Inspector            |
| Decedent Property Agent                  | Senior Institutional Teacher (JJ)            |
| Decedent Property Agent (Queens County)  | Senior Investigator *                        |
| Educational Counselor (JJ)               | Senior Investigator (OTB)                    |
| Employee Assistance Counselor            | Senior Inspector of Ports and Terminals      |
| Head Juvenile Counselor                  | Senior Juvenile Counselor                    |
| Human Rights Specialist                  | Supervising Claim Examiner                   |
| Inspector of Ports and Terminals         | Supervising Consumer Affairs Inspector       |
| Investigator *                           | Supervising Custodian of Children            |
| Investigator (OTB)                       | Supervising Human Rights Specialist          |
| Inspector (DCA)                          | Supervising Inspector of Ports and Terminals |
| Investigator (CCRB)                      | Supervising Investigator *                   |
| Investigator (Discipline) *              | Supervising Investigator (OTB)               |

\* Except in HRA or successor agencies thereto.

The provisions of Section 1(c) of this Article shall be applicable to all other employees in titles covered by this Agreement.

c. When an election is made by Local 371 or any locals affiliated with the Union pursuant to the provisions of Article XIII, Section 1(b), of the 1995-2001 Citywide Agreement or any successor(s) thereto, the provisions of Article XIII, Section 1(b), of the Citywide Agreement or any successor(s) thereto, shall be applicable to all employees in titles covered by this Agreement who are not listed in subsection 1(b) above and when such election is made, the Union hereby waives its right to training fund contributions provided in this Agreement. The single contribution provided in Article XIII, Section 1(b) of the Citywide Agreement or any successor agreement(s) thereto shall be paid into the Social Service Employees Union Local 371 Administrative Fund and shall be held by the trustees of that fund for the exclusive purpose of providing, through other trusteed funds, welfare, training, education and legal service benefits for the employees so covered as well as any other benefits the Employer and the local(s) agree upon. In no case shall the single contribution provided herein, exceed the total amount that the local(s) would have been entitled to receive if the separate contributions had continued.

**SECTION 2.**

Employees in the following titles employed on a per diem basis, and who average twenty (20) days of employment per month, shall receive the Administrative Fund coverage that applied to per annum Employees in their respective titles:

- Children's Counselor
- Community Liaison Worker
- Juvenile Counselor

This section shall be subject to the waiver in Section 1(b) of this Article IV.

**SECTION 3.**

The Human Resources Administration agrees to continue the policy of cooperation with graduate schools of social work allowing employees to remain on payroll as part of the school field placement as per existing practice.

**SECTION 4.**

For the purpose of Administrative Fund and contractual benefits other than pay, Employees in the title Community Assistant whose normal work week is 35 hours in training programs (other than in the Police and Fire and Sanitation Departments) shall be considered fulltime Employees.

**SECTION 5.**

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 6.**

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.