

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.

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) to raise any objections thereto.

(3) If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any time prior to the scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of Disputes of the Office of Collective Bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.

(4) No case shall be submitted to the expedited arbitration process without the mutual agreement of the parties.

ii. CONDUCT OF HEARINGS:

(1) The presentation of the case, to the extent possible, shall be made in the narrative form. To the degree that witnesses are necessary, examination will be limited to questions of material fact and cross examination will be similarly limited. Submission of relevant documents, etc., will not be unreasonably limited and may be submitted as a "packet" exhibit.

(2) In the event either party is unable to proceed with hearing a particular case, the case shall be rescheduled. However, only one adjournment shall be permitted. In the event that either party is unable to proceed on a second occasion, a default judgment may be entered against the adjourning party at the Arbitrator's discretion absent good cause shown.

(3) The Arbitrator shall not be precluded from attempting to assist the parties in settling a particular case.

(4) A decision will be issued by the Arbitrator within two weeks. It will not be necessary in the Award to recount any of the facts presented. However, a brief explanation of the Arbitrator's rationale may be included. Bench decisions may also be issued by the Arbitrator.

(5) Decisions in this expedited procedure shall not be considered as precedent for any other case nor entered into evidence in any other forum or dispute except to enforce the Arbitrator's award.

(6) The parties shall, whenever possible, exchange any documents intended to be offered in evidence at least one week in advance of the first hearing date and shall endeavor to stipulate to the issue in advance of the hearing date.

ARTICLE VII – TRANSFER POLICY

This Article shall apply only to the Administration for Children's Services ("ACS"), the Department of Correction ("DOC"), the Department of Employment ("DOE"), the Department of Health and Mental Hygiene ("DOH/MH"), the Department of Homeless Services ("DHS"), the Department of Housing Preservation and Development ("HPD"), the Department of Juvenile Justice ("DJJ"), the Department of Small Business Services (SBS), the Department of Youth and Community Development ("DYCD"), the Health and Hospitals Corporation ("HHC"), the Human Resources Administration ("HRA"), and successor agencies thereto.

SECTION 1. DEFINITIONS:

a. **TRANSFER:** The term transfer shall mean the shifting of an Employee from one program, division, Health and Hospitals Corporation institution, or site used by an agency to another, without any significant change in duties, responsibilities and remuneration, except the following personnel actions shall not be considered transfers:

i. The movement within the Human Resources Administration as defined in Section 2(d) below shall not be considered a transfer.

ii. A change of physical location within a Health and Hospital Corporation institution or Central Office Cost Group does not constitute a transfer.

iii. The initial assignment of newly appointed Employees after an initial period of training.

iv. Reassignment of Employees returning from unpaid leave of more than twenty-three (23) working days. Where feasible, Employees returning from such leaves shall not be assigned to a location which creates a hardship for them.

b. **HARDSHIP:** The term hardship shall mean an undue burden to an Employee resulting from a proposed involuntary transfer which results in:

i. An increase in travel time to fifty-five (55) minutes or more for any Employee who is a City resident;

ii. An increase in travel time to one and one-quarter (1 1/4) hours or more if the Employee is not a City resident;

iii. Documented serious family, personal or medical problems.

c. **TRAVEL TIME:** The term travel time shall mean running time as established by the Transit Authority and/or any private carrier.

d. VOLUNTARY TRANSFER REQUEST FILE:

i. The term voluntary transfer request file for Mayoral Agencies shall mean a file maintained by the Agency of all requests for transfers made by Employees. All voluntary transfer requests shall expire at the end of the calendar year except for those submitted in the last three (3) months of the year. These requests shall remain in effect during the following calendar year.

ii. For the Health and Hospitals Corporation only:

Voluntary Transfer Request List: The term voluntary transfer request list shall mean a list maintained by Central Office and each institution or other premises used by HHC of all requests for transfer made by Employees in the Hospital Care Investigator occupational group.

The original of the transfer request is to be sent to the Patient Accounts Manager of the institution to which the employee wishes to transfer. Copies are to be sent to the Personnel Director of the institution to which the Employee wishes to transfer, Central Office, and the Patient Accounts Manager and the Personnel Director of the institution where the Employee is currently working. The Transfer Request List maintained at the Central Office shall take precedence.

The life of the list shall be one calendar year. All requests submitted on or after December 15th shall remain in effect for the following calendar year.

If an Employee is offered an opportunity to transfer and declines such transfer, the transfer request shall be removed from the file and Central Office shall be notified of such action. All declinations shall be in writing.

e. SENIORITY:

i. In Mayoral Agencies, the term seniority shall mean an Employee's service in title, including uninterrupted provisional service and temporary Civil Service, time spent on a preferred list and time spent in a previous title if the Employee has been "6.1.9'd" into his/her current title.

ii. For Employees in the Hospital Care Investigator occupational group the term seniority shall mean an Employee's service in title, including uninterrupted provisional and temporary service. An Employee who worked in the Department of Social Services prior to July 1, 1970, in the Caseworker occupational group whose title was changed to the equivalent title within the Hospital Care Investigator occupational group, retains as his or her date of entry into that title, his or her date of appointment to his or her former Caseworker occupational group title.

iii. For all other Employees in HHC covered by this Agreement the term seniority shall mean:

(1) The length of continuous service in the parent affiliate and continuous full-time Corporation employment since July 1, 1972 or July 1, 1973, depending upon when they were transferred to the Corporation payroll.

or

(2) The length of continuous full-time Corporation and Department of Hospitals employment in the Employee's current and previous title (or titles) including all provisional and temporary service.

f. **QUALIFICATIONS:** In HRA, the term qualifications shall mean the skills or abilities required for the performance of the tasks of a position as identified in the non-managerial performance evaluation Functionally Assigned Cluster of Tasks (FACT), and/or education, training or work experience identified by HRA as required for the position.

g. **SECONDARY VACANCY:** The term secondary vacancy shall mean a vacancy created by the voluntary transfer of an Employee which vacancy the Agency has decided to fill.

SECTION 2. ACS, HRA, DHS, DJJ AND DOE TRANSFER PROCEDURE:

When the Agency (ACS, HRA, DHS, DJJ or DOE) decides it is necessary to transfer Employees in any title into a particular work location or locations, such transfers shall be made in accordance with the following provisions:

a. VOLUNTARY TRANSFERS:

i. Employees who possess the required qualifications, if any, from the Voluntary Transfer Request File, regardless of location, in seniority order.

ii. Any additional volunteers, who possess the required qualifications, if any, regardless of location, in seniority order.

iii. Notwithstanding the above, the Agency reserves the right to limit the number of volunteers transferring from any particular location to fill a vacancy in the period of a year to no more than 10 percent of Employees, but not less than one (1) Employee, in the title affected. For purposes of this clause, the year shall be defined as July 1 to June 30.

b. INVOLUNTARY TRANSFERS:

If there are insufficient volunteers to fill the vacancies the Agency desires to fill, or if secondary vacancies are created, the following procedure shall govern:

i. The Agency shall select a location or locations as a source for such transfers. The Agency may establish limits on the number of Employees in a particular title to be involuntarily transferred from any particular work location.

ii. The following order of priority among Employees possessing the required qualifications, if any, shall be followed:

Volunteers from within the designated locations up to the established limits, if any.

Non-volunteers by inverse order of seniority, except employees who fall within the Section 2(b)(ii)(3) shall, for the purpose of this Section 2(b)(ii) be the last to be involuntarily transferred. If such employees are transferred involuntarily, they shall be transferred in order set forth in Section 2(b)(ii)(3).

Exceptions:

(a) Employees under extended probation or special evaluatory supervision who have received written notice of such status.

(b) Employees involuntarily transferred twice within the previous twelve (12) months.

(c) Travel hardship cases.

(d) Medical or personal hardship cases.