

decentralization of billings and collections procedures of the Health and Hospitals Corporation, and the practical impact of such developments upon Employees. The labor-management committee shall not consider items subject to the grievance procedure.

c. Each labor-management committee shall consist of six (6) members who shall serve for the term of this Agreement. The Union shall designate three (3) members and the agency head shall designate three (3) members. The appointing party shall have the right to remove its designees upon notice to the other party. Each member may designate one (1) alternate. Each committee shall select a chairperson from among its members at each meeting. The Union may, through its members on the committee, designate up to a maximum of four (4) consultants to attend a particular meeting. The agency shall have the same right.

The chair 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.

d. The labor-management committee shall meet at the request 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 the other party with a written agenda of matters to be discussed. Minutes shall be kept and copies supplied to all members of a committee.

SECTION 2.

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.

SECTION 3.

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 Employer business.

SECTION 4.

a. The Human Resources Administration shall provide a bulletin board or portion of a bulletin board in each location for the posting of legitimate and proper Union material. Sufficient space shall be made available to permit 8-1/2 inch by 14 inch notices to appear. The Union shall have the sole and exclusive use of such bulletin boards or portions thereof.

b. In other agencies 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.

c. All notices shall be on Union stationery, and shall be used only to notify Employees of matters pertaining to Union affairs.

SECTION 5.

The Employer agrees to make every reasonable effort to supply the Union with information regarding changes in working conditions, changes in job content, changes in programs, or functions prior to proposed implementation of such changes.

SECTION 6.

The Employer shall provide the Union every three (3) months with a seniority list covering all employees in the Human Resources Administration. The Employer also shall provide a monthly list of all newly hired employees.

SECTION 7.

The Employer agrees in Mayoral agencies only, to grant super-seniority in all involuntary transfers to one (1) duly designated and registered Union representative in each work location of the Department of Social Services, and the Human Resources Administration with from 1 to 24 employees; two (2) such representatives for locations with 25 to 124 employees; three (3) such representatives for locations with 125 to 174 employees and one (1) such additional representative for every 50 additional employees; and one (1) such representative in each work location in other agencies where there are more than twenty-five (25) employees.

SECTION 8.

Designated Union Chapter officers shall receive super-seniority for those involuntary transfers which would remove them from their Chapter as follows: three (3) designated Union representatives from the Social Services Employees Chapter of Local 371; and two (2) designated Union representatives each from the Local 371 Bureau of Child Welfare Chapter and the Shelter and Institutional Employees Chapter.

SECTION 9.

The Employer, recognizing that adequate training and staff development programs are desirable management goals, agrees to discuss these items with the Union within the respective labor-management committees.

SECTION 10.

The question of appropriate training for Employees to perform their duties under any form of reorganization shall be referred to the labor-management committee.

SECTION 11.

In the Human Resources Administration the Union shall be notified in advance of any final decision with respect to any change in classification of positions occupied by

employees covered by this Agreement.

ARTICLE XIII – DISCIPLINARY PROCEEDINGS

This Article shall apply when an Employee of the Human Resources Administration is summoned to an interview which may lead to a disciplinary action which is conducted by someone outside the normal supervisory chain of command.

a. Employees who are summoned to the appropriate office of the Department shall be notified in writing at least two (2) work days in advance of the day on which the interview or hearing is to be held, and a statement of the reason for the summons shall be attached, except where an emergency is present or where considerations of confidentiality are involved.

b. i. Whenever such an Employee is summoned for an interview or hearing for the record which may lead to disciplinary action, he or she shall be entitled to be accompanied by no more than two (2) Union representatives, one of whom may be a lawyer, and he or she shall be informed of this right. If a statement is taken, he or she shall be entitled to a copy.

ii. An interview may be held which is not in accordance with these conditions.

However, such an interview shall not be considered a part of the Employee's personnel file or record and neither the fact of the interview nor any statements made at the interview by either the Employer or the Employee may be used in any subsequent Employer proceeding against the Employee.

iii. Wherever possible, such hearings and interviews shall be held in physical surroundings which are conducive to privacy and confidentiality.

ARTICLE XIV – 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 XV – 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 XVI – 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 XVII – 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 XVIII – 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 XIX – 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 XII of this Agreement.

ARTICLE XX – CIVIL SERVICE AND CAREER DEVELOPMENT

A joint committee composed of representatives of the Office of Management and Budget, the Office of Labor Relations, Department of Citywide Administrative Services, the Health and Hospitals Corporation, and the Union shall meet to study problems related to career development and retention of personnel, and where deemed necessary make recommendations to the appropriate Employer officials.

WHEREFORE, we have hereunto set our hands and seals this day of , 2005.

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

FOR DISTRICT COUNCIL 37,
AFSCME, AFLCIO:

BY: _____
JAMES F. HANLEY
Commissioner of Labor Relations

BY: _____
LILLIAN ROBERTS
Executive Director

FOR THE NEW YORK CITY HEALTH
AND HOSPITALS CORPORATION:

FOR SSEU, LOCAL 371,
AFSCME, AFL-CIO