

**NYC COUNCIL STAFF AGREEMENT  
2021-2027**

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2021- 2027 NYC COUNCIL STAFF AGREEMENT

AGREEMENT entered into this 16<sup>th</sup> day of April, 2024 by and between the City of New York and the New York City Council pursuant to and limited to their respective election to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf (hereinafter referred to jointly as the "Employer"), and the **Association of Legislative Employees** (hereinafter referred to as the "Union") for the period from January 4, 2021 (for Legislative Financial Analyst and Senior Legislative Financial Analyst) and August 13, 2021 (for Council Member Aide) to January 17, 2027.

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:

94074 Council Member Aide  
40507 Legislative Financial Analyst  
94069 Senior Legislative Financial Analyst

**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 CHECK OFF**

**Section 1.**

a. The Union shall have the exclusive right to the checkoff and transmittal of dues on behalf of each Employee and the Union and Employer agree to follow the process and procedures set forth in (i) the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "Regulations Relating to the Checkoff of Union Dues"; and (ii) the Mayor's Executive Order No. 107, dated

December 29, 1986 entitled "Regulations Governing Procedures for Orderly Payroll Checkoff of Union Dues," to the extent permitted by law.

**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.**

**a.** The Employer shall commence deduction of dues as soon as practicable, but in no case later than thirty (30) days after receiving proof of a signed dues check off authorization card.

**b.** The Employer shall accept signed dues check off authorization cards, signed by means of written and/or electronic signatures. The right to membership dues shall remain in effect until the (i) Employee is no longer employed in a title represented by the Union or (ii) the Employee revokes such dues check off authorization pursuant to and in accordance with the terms of the dues check off authorization card.

**ARTICLE III - SALARIES**

**Section 1.**

**a.** Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, general increases and any other salary adjustments, are based upon a normal work week of 35 hours. 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.

**b.** Employees who work on a part-time 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.

- c. 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 the Sunday after the date of ratification, the following salary ranges shall apply:**

<u>TITLES</u>	i. Minimum	ii. Maximum
Council Member Aide	\$55,000	\$148,500
Legislative Financial Analyst	\$60,420	\$70,967
Senior Legislative Financial Analyst	\$76,320	\$79,500

**Section 3. Ratification Bonus**

A lump sum cash payment in the amount of \$3,000, pro-rated for other than full time employees, shall be payable as soon as practicable upon ratification of the Agreement to those employees who are in active payroll status and in a title covered by this Agreement, as of the date of ratification. The lump sum cash payment shall be pensionable, consistent with applicable law.

All full time per annum and full time per diem employees who were in active status on the date of the ratification are entitled to receive the lump sum cash payment of \$3,000. Employees who were terminated for cause, resigned, retired, or otherwise separated from service prior to the date of ratification of this Agreement shall not be eligible for the lump sum cash payment.

In no event shall any employee receive greater than \$3,000 in bonus payments pursuant to this section.

For the purposes of this section, any employee on terminal leave at the time of ratification will not be eligible for the ratification bonus payment.

**Section 4. Wage Increase**

- a. The general increases, effective as indicated, shall be:

- i. Effective August 13, 2021, Employees shall receive a general wage increase of 3.00%.

- ii. Effective August 13, 2022, Employees shall receive a general wage increase of 3.00%.
- iii. Effective August 13, 2023, Employees shall receive a general wage increase of 3.00%.
- iv. Effective August 13, 2024, Employees shall receive a general wage increase of 3.00%.
- v. Effective August 13, 2025, Employees shall receive a general wage increase of 3.25%.
- vi. Part-time Employees and Employees whose normal work year is less than a full calendar year shall receive the increases provided in Section 4 (a)(i) to (a)(v) on the basis of computations heretofore utilized by the parties for all such employees.

b. The general increases provided for in this Section 4(a) shall be calculated as follows:

- i. The general increase in Section 4(a)(i) shall be based upon the base rates of applicable titles in effect on August 12, 2021;
- ii. The general increase in Section 4(a)(ii) shall be based upon the base rates of applicable titles in effect on August 12, 2022;
- iii. The general increase in Section 4(a)(iii) shall be based upon the base rates of applicable titles in effect on August 12, 2023;
- iv. The general increase in Section 4(a)(iv) shall be based upon the base rates of applicable titles in effect on August 12, 2024;
- v. The general increase in Section 4(a)(v) shall be based upon the base rates of applicable titles in effect on August 12, 2025;

### **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 4 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 4 of this Article, such general increase shall not be applied, but the general increase, if any, provided to be effective as of such date for the title formerly occupied shall be applied.

### **Section 6.**

Any payments or benefits to be provided under this Agreement shall only be applicable to individuals who are employed by the Council at the time of ratification and thereafter.

For the purposes of this section, any employee on terminal leave at the time of ratification will be eligible for retroactive payments for general wage increases as detailed in Section 4, but will not be eligible for the

ratification bonus as detailed in Section 3.

## **ARTICLE IV - WELFARE FUND**

### **Section 1.**

Effective May 5, 2024, or as soon as practicable thereafter, employees will be moved from Management Benefits Fund and into the Organization of Staff Analysts Health and Welfare Fund, pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel.

Effective May 5, 2024, the City shall also increase the current active and retiree welfare fund contribution of \$1,775 per annum by \$50 per year, for a new total active and retiree contribution of \$1,825 per annum.

Effective September 6, 2026, the welfare fund contribution rate for active and retired employees shall increase by an additional \$839 per annum for a new total contribution amount of \$2,664 per annum.

### **Section 2.**

The Union agrees 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.**

The parties acknowledge that any citywide health and welfare benefits fund changes negotiated on a citywide basis with the Municipal Labor Committee shall apply to ALE.

## **ARTICLE V - PRODUCTIVITY AND PERFORMANCE**

### **Section 1. 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 - UNION ACTIVITY**

### **Section 1.**

Paid release time will be granted for labor-management activities (e.g. meetings of Labor-Management Committee, discussion with management of specific grievances, participation in grievance process, representing employees when they are interviewed or investigated, etc.).

Unpaid release time will be granted for union activities.

All release time is subject to pre-approval by the Speaker's Office or a designee of the Speaker's Office subject to the operational needs of the Council.

**Section 2.**

The Employer agrees not to discriminate in any way against any Employee for Union activity, but such activity shall not be carried on during working hours or in working areas except as specifically allowed by the provisions of this Agreement.

**Section 3.**

Individual Employee grievants shall be granted leave with pay for such time as is necessary to testify at arbitration hearings.

Leave with pay shall be granted to three Employees who are named grievants in a group arbitration proceeding, for such time as is necessary for them to testify at their group arbitration hearings.

**Section 4.**

During the first thirty (30) calendar days from the date of hire, the Employer shall allow the Union to meet with a new employee for a reasonable amount of time during the employee's work time without charge to leave credits, provided that such meeting does not disrupt the operations of the Division or Council Member Office in which the employee works. The meeting may happen in person or virtually. Where practicable, this requirement may be satisfied by allowing the Union a reasonable amount of time during a formal employee orientation program to provide membership information to employees.

**ARTICLE VII - GRIEVANCE PROCEDURE**

Effective upon the full execution of this collective bargaining agreement, the following grievance procedure shall apply to ALE-represented employees:

**Section 1. - Definition:**

The term "**Grievance**" shall mean:

- a. A dispute concerning the application or interpretation of the terms of this collective bargaining agreement.
- b. An alleged wrongful disciplinary action taken against a member of the bargaining unit, except for members with the in-house title of "Chief of Staff".

## **Section 2.**

For a grievance brought under Section 1(a), the following grievance procedure shall apply:

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**.

**Step I** The Employee and/or Union shall present the grievance in the form of a memorandum to a designee of the New York City Council's Personnel Services Division, not later than 120 days after the date on which the grievance arose. The Employee may also request an appointment to discuss the grievance. The person so designated by the Personnel Services Division shall take any steps necessary for a proper disposition of the grievance and shall reply in writing regarding the disposition by the end of the tenth (10<sup>th</sup>) work day following the date of submission. Such writing shall be provided to the Employee and the Union.

**Step II** An appeal from an unsatisfactory decision at **Step I** shall be presented in writing to the person designated by the New York City Council's Office of the General Counsel for such purpose. The appeal must be made within six (6) working days of the receipt of the **Step I** decision. The person designated to receive the appeal at this Step shall meet with the Employee and/or the Union for review of the grievance and shall issue a written reply to the Employee and the Union by the end of the tenth (10<sup>th</sup>) work day following the day on which the appeal was filed.

**Step III** An appeal from an unsatisfactory decision at **Step II** shall be presented in writing to a designee of the New York City Council's Speaker's Office. The appeal must be made within six (6) working days of the receipt of the **Step II** decision. The Speaker's Office's designee shall meet with the Employee and/or the Union for review of the grievance and shall issue a decision by the end of the tenth (10<sup>th</sup>) work day following the date on which the appeal was filed. Such decision shall be provided to the Employee and the Union.

**Step IV** An appeal from an unsatisfactory decision at **Step III** may be brought by the Union or the Employer to the Office of Collective Bargaining for impartial arbitration within ten (10) working days of the receipt of the **Step III** decision. Such arbitration shall be conducted by an arbitrator designated from a panel maintained by the Office of Collective Bargaining in accordance with applicable law, rules and regulations. A copy of the notice requesting impartial arbitration shall be forwarded to the Commissioner of Labor Relations. The costs and fees of such arbitration including the cost of a stenographer, if any, shall be borne equally by the Union and the New York City Council. The decision or award of the arbitrator shall be final and binding, to the extent permitted by and in accordance with applicable law and shall be limited solely to the application and interpretation of this Agreement, rule, regulation, existing policy or order of the New York City Council and shall not add to, subtract from, or modify such Agreement, rule, regulations, written policy or order.

## **Section 3.**

As a condition to the right of the Union to invoke impartial arbitration set forth in this Article, the Employee or Employees and the Union shall be required to file with the Director of the Office of Collective Bargaining a written waiver of the right, if any, of the Employee or Employees 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.**

Any grievance of a general nature affecting a large group of Employees and which concerns the claimed misinterpretation, inequitable application, violation, or failure to comply with the provisions of this Agreement shall be filed at the option of the Union at **Step II** of the grievance procedure, without resort to previous steps.



All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance.

**Section 5.**

If a decision satisfactory to the Union at any level of the grievance procedure is not implemented within a reasonable time, the Union may institute a grievance at **Step II** of the grievance procedure.

**Section 6.**

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.

**Section 7.**

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 48 hours' notice of all grievance hearings.

**Section 8.**

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 9    **Disciplinary Procedure****

For a grievance brought under Section 1(b), the following grievance procedure shall apply:

Prior to any disciplinary action, a designee of the New York City Council's Personnel Services Division may discuss complaints or disciplinary problems with an Employee when such discussions are deemed necessary.

- a. After service upon an Employee of written charges of incompetence or misconduct, a meeting with the Employee and, unless waived in writing by the Employee, a Union representative shall be held with respect to such charges by a designee of the Personnel Services Division, on behalf of the New York City Council. The Personnel Services designee shall not be a direct supervisor or co-worker of the Employee. The Employee and the Union shall be served with written charges at least six (6) days prior to the meeting. The Employee and/or the Union shall have the right to examine any witness(es) and to present a defense to the charges. A written decision shall be issued by the designee of the Personnel Services Division by the end of the tenth (10<sup>th</sup>) working day after the meeting. Disciplinary action, if any, shall be imposed consistent with the written decision.
- b. The Union or Employee may appeal the Personnel Services designee's decision to the New York City Council's Office of the General Counsel's designee. Such appeal shall be made within six (6) working days of the receipt of the decision. The Office of the General Counsel's designee shall review such appeal and a written decision shall be issued by the end of the tenth (10<sup>th</sup>) working

day from the date the appeal is received.

- c. An appeal from an unsatisfactory decision from the Office of the General Counsel's designee may be brought by the Union to the Office of Collective Bargaining for impartial arbitration within ten (10) working days of the receipt of the decision. Such arbitration shall be conducted by an arbitrator designated from a panel maintained by the Office of Collective Bargaining in accordance with applicable law, rules and regulations. The costs and fees of such arbitration including the cost of a stenographer, if any, shall be borne equally by the Union and the New York City Council. The decision or award of the arbitrator shall be final and binding, to the extent permitted by and in accordance with applicable law.
- d. The period of an Employee's suspension without pay, pending hearing and determination of charges, shall not exceed thirty (30) days.

#### **Section 10.**

- a. Employees will not have access to the above disciplinary grievance process in Section 9 of this Article for the first nine (9) months of their employment. This will also be applicable for the first nine (9) months of a transfer to a Member's Office or to the Finance Division.

However, employees who have worked continuously in a Member's Office or the Finance Division up until the execution of this initial collective bargaining agreement, shall have that previous service time count toward the nine (9) month probationary period for that particular Member's Office or the Finance Division, respectively.

- b. Moreover, once an individual Council Member is no longer an elected member of the New York City Council, their Union-represented staff shall no longer be entitled to the disciplinary process in Section 9 of this Article and they shall not be entitled to grieve their termination under this collective bargaining agreement. Any pending grievance arising from a dispute occurring prior to the Council Member no longer being an elected member of the New York City Council, will continue to be processed, except that reinstatement will not be an available remedy in the case of a termination.
- c. All Member Aides who are working for a Council Member that leaves office before completion of the term will be given the opportunity to remain employed as a "Legislative Assistant" on Central staff for 60 calendar days, immediately after which they will be subject to the separation process.

#### **ARTICLE VIII - NEW SESSION REORGANIZATION PERIOD**

In the event a Council Member serves successive terms, at the beginning of the new term, any employee that had worked for the Member's Office in the previous term for at least 9 months and continued to remain employed at the end of that term will be subject to a new session reorganization period for the new term. The duration of this period will be 60 calendar days, starting from the first day of the Member's new term. A Council Member may separate staff from service during this 60-day period without employee access to the disciplinary procedure described in Article VII, Section 9.

If an employee is separated due to a reorganization during this period, they will be permitted to remain on Council payroll after their last day of work at full pay for a period of 14 consecutive calendar days. Thereafter, if the employee has any accrued and unused annual leave time, the employee will be given an option to select a lump-sum payout of time or be paid out that time on consecutive Council paydays at the employee's last regular rate of pay on the employee's last day of work. The employee will not be entitled to additional accruals of annual and sick leave, earn compensatory time or receive pay for holidays or jury duty service after the employee's last day of work.

This Article shall be applicable to all ALE-represented employees working for a Council Member's Office, including those who have been designated by a Council Member to have the in-house title of "Chief of Staff".

### **ARTICLE IX - COMPENSATORY TIME**

Effective the Sunday after the date of ratification, the following compensatory time rules shall apply for full-time employees:

- a. Employees shall earn straight time (1X) compensatory for hours worked in excess of the employee's normal workweek (35 hours).
- b. Employees shall earn time and one-half (1.5X) compensatory time for hours worked in excess of the employee's normal workweek (35 hours) on weekends and Council holidays.
- c. Employees will only be eligible to accrue compensatory time during the months of January through September of each calendar year.
- d. Compensatory time accrued must be used by December 31<sup>st</sup> of each calendar year or it will be rolled over to sick time hours.
- e. Only employees with a salary of less than \$79,501 will be eligible to accrue compensatory time. This amount will increase each calendar year following ratification of the contract in accordance with the percentage increases to wages described in Article III, Section IV.
- f. No employee shall be eligible to accrue more than a total of 91 hours (13 workdays) of compensatory time in any calendar year.
- g. Use of any compensatory time will be subject to prior approval from the employee's supervisor or manager.

This Article shall supersede any language regarding compensatory time in any leave policies referenced in Article X.

### **ARTICLE X - LEAVE POLICIES**

The absence and leave rules for Legislative Financial Analysts and Senior Legislative Financial Analysts, including but not limited to, annual leave, sick leave, and holidays, shall be governed by the New York City Council Absence and Leave Policies for Central staff, dated March 16, 2023, which is attached in an Appendix to this collective bargaining agreement.

The absence and leave rules for Council Member Aides, including but not limited to, annual leave, sick leave, and holidays shall be governed by the New York City Council Absence and Leave Policy for Council Member Office Staff, dated October 12, 2023, which is attached in an Appendix to this collective bargaining agreement.

If there is a conflict between the attached leaved policies and this collective bargaining agreement, the terms of this collective bargaining agreement shall be controlling.

## **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, upon full execution of this collective bargaining agreement, create a joint labor-management committee.

### **Section 2**

The 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 Employer shall designate three members.

### **Section 3**

The labor-management committee shall discuss and consider changes in the working conditions of the employees who are covered by this Agreement. Discussions may also include, but not be limited to, workplace health and safety matters, and work flexibility measures, including remote work. However, matters subject to the Grievance Procedure shall not be appropriate items for consideration by the labor-management committee.

### **Section 4**

The labor-management committee shall meet at the call of either the Union or the Employer 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.

There will also be regularly scheduled quarterly meetings.

## **ARTICLE XII – DIRECT DEPOSIT**

Effective upon the full execution of this collective bargaining agreement, the Employer may require that all newly hired employees be paid exclusively through direct deposit or electronic funds transfer. For employees on direct deposit, the employer may provide pay stubs electronically except where the employee has requested in writing to receive a printed pay stub.

Further, the parties shall work together regarding incumbent employees' enrollment in direct deposit, with the objective of 100% of employees being paid electronically.

## **ARTICLE XIII - 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, or mass absenteeism, or induce any

mass resignations during the term of this Agreement. If during the term of this Agreement, Employees independently engage in any conduct prohibited by this Article, the Union shall exert its best efforts to cause such Employees to return to work.

#### **ARTICLE XIV - BARGAINING BAR DURING TERM OF AGREEMENT**

##### **Section 1.**

The parties acknowledge that they have raised and negotiated in good faith concerning all mandatory subjects of collective bargaining and that the terms of this Agreement represent their entire agreement after such negotiations. All subjects not provided for herein were disposed of in the course of negotiations; and the parties accordingly acknowledge that there remains no further duty to bargain concerning them unless consented to in writing.

##### **Section 2.**

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

##### **Section 3.**

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

#### **ARTICLE XV - APPENDICES**

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

#### **ARTICLE XVI - SAVINGS CLAUSE**

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

WHEREFORE, we have hereunto set our hands and seals this 16<sup>th</sup> day of April, 2024

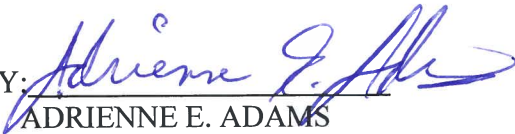
**CITY OF NEW YORK AND THE  
NEW YORK CITY COUNCIL:**

**ASSOCIATION OF LEGISLATIVE  
EMPLOYEES:**

BY:   
\_\_\_\_\_  
RENEE CAMPION  
Commissioner, Office of Labor Relations

BY:   
\_\_\_\_\_  
DANIEL KROOP  
President

**NEW YORK CITY COUNCIL:**

BY:   
\_\_\_\_\_  
ADRIENNE E. ADAMS  
Speaker, New York City Council

**APPROVED AS TO FORM:**

BY:   
\_\_\_\_\_  
ERIC EICHENHOLTZ  
Acting Corporation Counsel

**UNIT: NEW YORK CITY COUNCIL STAFF**

**TERM: January 4, 2021 (for Legislative Financial Analyst and Senior Legislative Financial Analyst)  
and August 13, 2021 (for Council Member Aide) through January 17, 2027**



# Office of Labor Relations

22 Cortlandt Street, New York, NY 10007  
nyc.gov/olr

**Renee Campion**  
Commissioner

**Daniel Pollak**  
First Deputy Commissioner

**Nicole Andrade**  
General Counsel

**Claire Levitt**  
Deputy Commissioner  
Health Care Strategy

**Georgette Gestely**  
Director, Employee Benefits Program

April 16, 2024

Dan Kroop  
President  
Association of Legislative Employees  
c/o Dina Kolker  
Steptoe LLP  
1114 Avenue of the Americas  
New York, NY 10036

**Re: Chiefs of Staff**

Dear Mr. Kroop,

This letter confirms the parties' mutual understanding that individual Council Members will be permitted to designate up to one employee at any given time to serve in the in-house title of "Chief of Staff". The New York City Council will notify individual Council Members accordingly.

If the above conforms to your understanding, please execute below.

Sincerely,

Renee Campion  
Commissioner  
NYC Office of Labor Relations

**AGREED AND ACCEPTED**  
**BY CITY COUNCIL:**

  
ADRIENNE E. ADAMS  
Speaker, New York City Council

**AGREED AND ACCEPTED**  
**BY ALE:**

  
DANIEL KROOP  
President



# THE COUNCIL OF THE CITY OF NEW YORK

250 BROADWAY  
NEW YORK, N.Y. 10007

## **New York City Council Absence and Leave Policies**

The Council recognizes that employees have diverse needs for time off from work. Leave Policies have been established and are applicable to all full-time and part-time Central staff employees.

### **I. ANNUAL LEAVE**

It is important to your health and well-being to take time away from work and we encourage all employees to use their annual leave. Annual leave is accrued on a monthly basis, effective the 15th day of each month, and may be utilized for any purpose. All time used is calculated in 15 minute increments. Accrual tables for annual leave may be found on page 12 of this document.

Newly hired employees who begin employment on or before the 5th day of the month will accrue hours on the 15th of the month. Newly hired employees who begin employment on the 6th day through the last day of the month will accrue hours on the 15th of the following month.

For employees with previous service with the City of New York, Personnel Services will advise on any service credit eligibility regarding annual leave accruals.

To schedule annual leave, employees must make every effort to submit their requests to their supervisors at least two weeks before the anticipated leave. Employees must ensure that they have enough accrued leave available to cover the dates requested.

Annual leave will be approved if the employee is in a positive time accrual position and there is no conflict in coverage for the employee's area. An employee who has a negative time balance may not be approved to take annual leave pending correction of any disciplinary issue or until the employee is in a positive time balance position. If a request is made by a newly hired employee to approve an already scheduled vacation, this must be discussed with the Director of Personnel Services before a decision is reached with the employee.

Employees may not carry over more than 54 days (378 hours) into the next calendar year. On December 31st, annual leave hours over the limit will be lost unless carrying into subsequent year is authorized by the Speaker's Office.

### **II. SICK LEAVE**

As each person is an important member of the Council team, an employee's absence can disrupt the operations of an entire unit. When possible, employees are expected to schedule planned medical appointments so as to minimize disruption of workflow. However, the Council recognizes that employees will need days off from work periodically to address their medical needs or emergencies. Sick leave can be used when: (1) an employee is sick; and/or (2) for an employee's preventive medical appointment.

#### **A. Employee**

For employees who are regularly scheduled to work, at minimum, twenty (20) hours per week, sick leave is accrued at the rate of seven (7) hours per month, effective the 15th day of each month.

For employees who are regularly scheduled to work less than twenty (20) hours per week, the rate of accrual is one (1) hour for every thirty (30) hours worked.

If you are absent from work for more than four (4) consecutive workdays, you are required to provide written documentation from a licensed healthcare provider upon your return to work. Documentation must meet the following criteria:



- Be on healthcare provider's official stationery, and include the name, address and phone number of the healthcare provider.
- Include the signature or stamp of the healthcare provider.
- Include the date the document was generated.
- Include the employee's name.
- Have the dates of the absence and indicate when the employee was able to return to work.

Failure to provide required documentation may result in the time out being deducted from annual leave. In addition, upon the exhaustion of sick leave, continued absence hours due to non-work-related illness or injury will be deducted from available leave.

## **B. Reporting an Absence**

If you are unable to come to work, you must inform the appropriate person as early as possible, but no later than your regular starting time.

If an employee is absent due to a medical emergency, the employee (or a designee) must contact the employee's supervisor or the Payroll Unit in Personnel Services within twenty-four (24) hours of the event.

All absence types are to be recorded on your timesheet. Timesheets must be submitted on a weekly basis. If Personnel Services is not otherwise informed of the absence type, the time out will be automatically deducted from annual leave.

If an absence due to illness will result in an employee's extended absence, the supervisor or the employee must notify the Payroll Unit in Personnel Services promptly.

## **C. Misuse of Sick Leave**

A pattern of absence due to illness may result in being required to produce documentation from a licensed healthcare provider, even in cases where the absence is less than four (4) consecutive workdays.

Examples of patterned absences are:

- Repeated use of unscheduled sick leave on or adjacent to weekends, regularly scheduled days off, holidays, vacation, or payday.
- Taking leave on days when other leave has been denied.
- A pattern of taking leave on days when the employee is scheduled to work earlier/later than the employee's regular schedule or perform duties perceived as undesirable.
- Evidence that an employee engaged in an activity that is not consistent with: (1) the employee being sick; or (2) the employee using sick leave for a preventive medical appointment.

## **D. Healthcare Provider Documentation**

Any healthcare provider documentation required in connection with using sick leave, special health-related leaves, workers' compensation or health insurance should be provided directly to Personnel Services. Any healthcare provider documentation required for a reasonable accommodation under the Council's Anti-Discrimination and Harassment Policy should be provided directly to the EEO Office. Supervisors should not request such documentation from staff under any circumstances.

## **III. LEAVE FOR CARE OF FAMILY MEMBERS AND SAFE TIME**

Employees may use up to 30 sick days (210 hours) per calendar year to care for family members and may use up to 30 sick days (210 hours) per calendar year for safe time. Care for a family member includes, but is not limited to, a family member who needs medical diagnosis, care, or treatment of an illness, injury, or health condition, elective surgery or who needs preventive medical care. Safe time is paid leave for an employee who has either been the victim of a family, sexual, stalking, or human trafficking offense; or who has a family member that has been the victim of such an offense. Please consult with the Payroll Unit in Personnel Services if you require additional time.

Leave taken will be deducted from your sick leave hours. Employees will continue to accrue sick leave at their usual rates.

Family members are defined as:

- Child (biological, adopted, or foster child; legal ward; child of an employee standing *in loco parentis*)
- Child or parent of an employee's spouse or domestic partner
- Domestic partner
- Grandchild
- Grandparent
- Parent
- Sibling (including a half, adopted, or step sibling)
- Spouse
- Any other individual related by blood to the employee
- Any other individual whose close association with the employee is the equivalent of a family

If you are absent from work for more than four (4) consecutive workdays, we may ask you to voluntarily provide written verification of the use of these leave hours.

#### Continuous Extended Usage

Any employee needing to utilize leave for 5 or more continuous full workdays to care for a family member and/or for safe time will be permitted to work remotely up to 1 hour each such workday instead of utilizing such leave for up to that 1 hour. Such remote work must be authorized by the employee's supervisor. Please contact the Payroll Unit in Personnel Services for more information.

#### **IV. WORKING HOURS AND TARDINESS**

It is imperative that employees report to work each day at their scheduled start time. Employees are expected to allow sufficient time for travel delays.

##### **A. Standard Workweek**

For full-time employees, the standard workweek is comprised of thirty-five (35) hours and begins on a Sunday and ends on the following Saturday. You must work five (5) days within the standard workweek at your scheduled location.

##### **B. Workday Credit (full-time employees only)**

In order to receive credit for a day, employees must be at work for at least 3.5 hours during that day.

##### **C. Workday Absence**

For non-management/non-professional employees, if you are absent for a day, leave time equivalent to 7 hours will be charged.

For management/professional employees, if you are absent for a day, leave time equivalent to 3.5 hours or 7 hours will be charged. If you have completed at least 31.5 hours during the other days of the workweek and are absent for a day, 3.5 hours will be charged. If you have not completed at least 31.5 hours during the other days of the workweek, 7 hours will be charged.

If an employee has no leave time available, you will be subject to leave without pay for the day.

##### **D. Grace Period**

A ten-minute grace period is granted to all employees. An employee arriving later than ten minutes after the employee's scheduled start time may be required to utilize compensatory or annual leave.

## **E. Late Arrivals**

On the day that you are delayed, you may:

- Make up the time during the workday, as authorized by your supervisor;
- Charge it to your annual or compensatory time balance; or,
- In the event your late arrival is due to transportation delays, you will need to indicate such on your timesheet and provide documentation from the transit authority to the Payroll Unit in Personnel Services within thirty (30) days of the late arrival. If no documentation is received, compensatory time hours or annual leave hours will be deducted, as necessary, from current available balances.

Excessive tardiness may result in appropriate disciplinary action being taken.

## **F. Inclement Weather**

The Council remains open and operational during snowstorms and other weather emergencies; however, where extraordinary conditions exist, due to weather or other unforeseen interruptions, you will be notified via the NYCC Emergency Alert System by e-mail or text message if you should report to work.

To access the Council's e-mail via the web, please go to <http://mail.council.nyc.gov> and use your work credentials for login.

## **V. WORK SCHEDULES**

### **A. Regular Work Schedule**

Employees must follow established workweek schedules. Employees will be informed of work schedules by their immediate supervisors.

### **B. Flexible Work Schedule (Flextime)**

Management and professional staff are permitted to utilize flextime schedules if approved by the division head. Flextime is a variable daily work schedule set by the employee.

### **C. Alternate Workweek Schedule**

The availability of an Alternative Workweek Schedule (AWS) varies by division for full-time employees whose job responsibilities regularly fall on a Saturday, Sunday or holiday. Your actual workweek schedule is at the discretion of your supervisor.

- Your schedule of reporting to and leaving work can vary each day; however, you must work five (5) days and complete thirty-five (35) hours within each workweek. The standard workweek begins on a Sunday and ends on the following Saturday.
- You must work a minimum of 3.5 hours per day.
- If an employee does not work at least 3.5 hours during the day or does not work five (5) days, leave time equivalent to 3.5 hours **or** 7 hours will be charged. If the employee has no leave time available, the employee will be subject to leave without pay for the day.
- If you are eligible to accrue compensatory time and work more than seven (7) hours daily, you may apply compensatory hours to complete the thirty-five (35) hour workweek requirement.
- If you are not eligible for compensatory time, hours worked in excess of thirty-five (35) hours do not carry over to the following week and cannot be held for future use.

## **D. Meal Periods**

Any employee working six or more hours during their standard workday **is entitled to at least thirty minutes off** (free from any work duties) between 11 AM and 2 PM for lunch within that period.

Furthermore, any employee who starts working before 11 AM and ends working after 7 PM is entitled to **an additional 20 minutes off** (free from any work duties) between 5 PM and 7 PM for an additional meal during that period.

Any employee working six or more hours starting between 1 PM and 6 AM **is entitled to at least 45 minutes off** (free from any work duties) for a meal period at a time midway between their work schedule.

## **VI. COMPENSATORY TIME GUIDELINES**

Compensatory time is paid time off given to eligible employees for extra hours worked outside of their normal work schedules. Management and professional staff members are not eligible to accrue compensatory time.

### **A. Overview**

Eligible regular full-time employees accrue compensatory time. Eligibility is set based on the current salary cap directive. Employees will be advised in writing on their first day if they are eligible for compensatory time accruals.

Authorized work hours that result in an employee working in excess of the employee's regularly scheduled workday, is compensated in time off at the rate of straight time (1x). Time is accrued in 15-minute increments.

When an employee, who is eligible for compensatory time, is required to work on a day observed as a Council holiday, the employee shall be entitled to compensatory time for such time worked at one and one-half times (1 1/2x) in addition to credit for the holiday. When an employee works on Saturday or Sunday, the employee shall be entitled to compensatory time for such time worked at one and one-half times (1 1/2x).

### **B. Usage**

- All compensatory time earned between January 1<sup>st</sup> and September 30<sup>th</sup> must be used by the employee prior to December 31<sup>st</sup> of the calendar year.
- All compensatory time earned between October 1<sup>st</sup> and December 31<sup>st</sup> must be used by the employee prior to March 31<sup>st</sup> of the following calendar year.

### **C. Accrual Cap**

The cap for compensatory time per calendar year is 210 hours (30 days). Any compensatory time not used by the employee within the specified time frame shall be lost.

### **D. Meal Money**

A meal money allowance is payable to regular full-time, compensatory time eligible employees who work two or more continuous hours over the employee's scheduled daily departure time. Meal money forms must be authorized by the employee's manager.

### **E. Professional/Managerial Status Change**

When an employee's salary rate changes and brings them over the maximum allowed to be eligible to accrue compensatory time, the following applies:

- For status changes between January 1<sup>st</sup> and September 30<sup>th</sup>, compensatory time must be taken by the employee prior to December 31<sup>st</sup> of the calendar year.
- For status changes between October 1<sup>st</sup> and December 31<sup>st</sup> compensatory time must be used by March 31<sup>st</sup> of the following calendar year.

Any compensatory time not used by the employee during the specified time frame shall be lost.

## VII. HOLIDAYS

The Council observes the following regularly paid holidays:

<u>Holiday</u>	<u>Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Election Day	The Tuesday following the first Monday in November
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

When a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following Monday.

## VIII. FLOATING HOLIDAYS/PERSONAL DAYS

Employees will be eligible to accrue up to four floating holidays per calendar year in addition to other types of leave.

Floating holidays will allow employees to have additional paid leave to cover the observance of Lincoln's Birthday, absences for personal reasons, such as religious observances, parent-teacher conferences, important family events or to supplement annual, sick and holiday leave. Generally, reasonable notice must be given and appropriate approvals obtained; however, floating holidays may be used for emergency situations.

Floating holidays must be used in **three and a half (3.5) hour or seven (7) hour** increments only.

- Floating holidays are available on January 1st or date of hire for employees hired after January 1<sup>st</sup>. Subsequently, employees accrue one floating holiday effective the 1<sup>st</sup> day of every quarter.
- For employees who are regularly scheduled to work, at minimum, twenty (20) hours per week, a floating holiday is accrued at the rate of seven (7) hours per quarter, effective the 1st day of each quarter.
- For employees who are regularly scheduled to work less than twenty (20) hours per week, a floating holiday is accrued at the rate of three and a half (3.5) hours per quarter, effective the 1st day of each quarter.

Floating holidays must be taken within the calendar year in which they are given. Under no circumstances will these days be carried over to the next calendar year, nor may they be paid out upon the end of your Council employment, your transfer to an agency of the City of New York or your transfer to a Council Member Office.

## IX. BEREAVEMENT

### Immediate Family

Absence, not to exceed five workdays, shall be granted in the case of death in the immediate family. Days may be taken intermittently and must be used within three months of the death. Immediate family shall be defined for this purpose as:

- Aunt or Uncle
- Brother or sister
- Child (biological, adopted, or foster child; legal ward; child of an employee standing *in loco parentis*; stillbirth; or miscarriage)
- Child or parent of an employee's spouse or domestic partner
- Domestic partner
- Father-in-law or mother-in-law
- Grandchild

- Grandchild of a domestic partner
- Grandparent
- Natural, Foster or Step-Parent
- Sibling (including a half, adopted, or step sibling)
- Spouse
- Any relative, relative-in-law or domestic partner relative residing in the employee's household

Other Family

Absence, not to exceed two workdays, shall be granted in the case of the death of any relative or relative-in-law not residing in the household.

Employees may use annual leave when more time is needed or in the event of a death other than those noted above.

Documentation

If you are unable to provide documentation, please bring this to the attention of the Payroll Unit.

**X. PARENTAL LEAVE**

Upon request, an employee may take a parental leave of absence in connection with the birth of a child or the placement of a child with the employee for adoption or foster care. As described below, an employee's parental leave of absence may include paid parental leave in conjunction with other forms of leave (paid or unpaid), up to 80 workdays (560 hours) within 12 months.

When an employee's use of paid parental leave is foreseeable, the employee must provide at least thirty calendar days' advance notice to their supervisor prior to the beginning of the leave period.

**A. Paid Parental Leave Benefit**

- Parental leave eligibility begins on the day after the parental event.
- All paid employees with less than five months of continuous service with the City of New York are eligible for up to 30 workdays (210 hours) of paid parental leave.
- All paid employees with five months or more of continuous service with the City of New York are eligible for up to 60 workdays (420 hours) of paid parental leave.

The weekly paid parental leave benefit paid to any employee shall be equal to that employee's usual weekly rate of pay.

**B. Usage**

The start date of an employee's use of paid parental leave is at the employee's option. However, the employee must use the paid parental leave by the first anniversary (12 months) of the child's birth or placement. Paid parental leave not used within the 12 months of the birth or placement will be forfeited.

Employees may use paid parental leave once per a rolling 12-month period, which is the 12-month period measured backward from the date the employee begins using paid parental leave.

**C. Documentation**

An employee's eligibility for paid parental leave is contingent on the employee providing appropriate documentation as requested by the Council.

**E. Combining with Annual Leave and Sick Leave**

- Paid parental leave may be used in conjunction with accrued annual and/or sick leave, up to a maximum of 80 workdays (560 hours) of total paid leave. At the discretion of the employee's supervisor, the employee may be allowed to combine additional annual leave accruals with paid parental leave beyond this maximum.
- Use of sick leave to combine with paid parental leave will be subject to applicable leave provisions regarding sick leave (see Section II).
- An employee may also use paid parental leave without using accrued annual and/or sick leave.

- An employee will accrue annual and sick leave during the paid parental leave period in accordance with the applicable leave provisions.

#### **F. Combining with Unpaid Leave**

- Paid parental leave may also be used in conjunction with unpaid leave after the employee has exhausted all other forms of applicable leave, up to a maximum of 80 workdays (560 hours) of total leave (paid and unpaid). This maximum may be increased at the discretion of the employee's supervisor.
- An employee's health and management benefits coverage may be impacted by the use of unpaid leave. Employees seeking to use unpaid leave should consult with the Human Resources Unit in Personnel Services to learn more about the employee's health and management benefits coverage while on unpaid leave.

#### **G. Intermittent Use**

At the discretion of an employee's supervisor, an employee may use paid parental leave intermittently in units of at least one hour. Other forms of leave that an employee may combine with paid parental leave (as described above) may also be used intermittently in the same manner.

#### **H. Position Restoration**

An employee who returns from a parental leave of absence taken in accordance with the procedures above must be restored to the employee's previous position or to an equivalent position.

#### **I. Further Details**

For further details regarding taking a parental leave of absence, please contact the Human Resources Unit in Personnel Services.

### **XI. MILITARY LEAVE**

Military orders, when received, must be honored and the employee placed on a leave of absence for the duration of the orders. New York State Military Law defines ordered military duty as "Any military duty performed in the service of the state or of the United States, including but not limited to attendance at any service school or schools conducted by the armed forces of the United States, by a public officer or employee as a member of any force of the organized militia or of any reserve force or reserve component of the armed forces of the United States, pursuant to orders issued by competent state or federal authority, with or without the consent of such public officer or employee. Participation in routine reserve officer training corps training is not considered to be military duty except when performing advanced training duty as a member of a reserve component of the armed forces."

#### Paid Leave Time

Employees will receive their Council salary while on leave for "ordered military duty" for a period of time not to exceed 30 normally scheduled workdays in any one calendar year and not to exceed 30 normally scheduled workdays in any one continuous period of absence. This includes travel to and from such duty.

#### Documentation

An employee is responsible for submitting appropriate documentation to the Payroll Unit in Personnel Services prior to the beginning of the leave of absence.

#### Work Schedule

To the extent practicable, an employee's normal work schedule should be set to avoid conflicting with drills scheduled during an employee's working hours.

#### Extended Military Benefits Program

Employees that have exhausted their statutory entitlement and who have been called up for "ordered military duty" may be eligible for enrollment in the Extended Military Benefits Program (EMBP). To qualify, an employee must be performing "ordered military duty" in connection with a covered operation. Covered operations are those military operations designated by the federal government of the United States, in support of "Operation Enduring Freedom," "Operation Iraqi Freedom," "Operation Noble Eagle," or successors thereto, or operations specifically connected by federal designation, action or implication with homeland security. Employees who participate in the EMBP shall receive the difference between their Council salary and military pay where the military pay is less than the Council salary, during the period of coverage. An employee whose military pay is greater than their Council salary will not receive any differential pay, but if such employee is

serving in a covered operation, will continue to accrue leave balances and continue receiving their preexisting healthcare benefits. Further information about the EMBP can be found at <http://www.nyc.gov/html/dcas/html/employees/embp.shtml>.

## **XII. LEAVE CREDITS FOR DONATING BLOOD OR VOLUNTEERING**

### Blood Donation at Council Blood Drive

All employees are permitted to participate in Council blood drives held at 250 Broadway and City Hall, up to two times a calendar year. Employees are only excused for the amount of time it takes to donate blood (including going to and returning from the donation site) and recovery.

All employees who successfully donate blood at a Council blood drive at 250 Broadway or City Hall will be granted three hours of blood drive credit for each time in the calendar year that they donate, up to two times a calendar year. Blood drive credit must be used within one year of the blood drive donation or it will be forfeited.

Additional Council blood drives may be added to aid in emergency situations or extenuating circumstances. Employees will be excused for the amount of time it takes to donate blood (including going to and returning from the donation site) and recover.

The maximum amount of blood drive credit granted per calendar year is six hours. Under no circumstances will blood drive credit be paid out upon the end of your Council employment or your transfer to an agency of the City of New York.

### Volunteering

Employees who do not give blood may alternatively receive up to a maximum of six hours of volunteer leave credit per calendar year by volunteering for organizations that serve New Yorkers, subject to the Council's Outside Activity process. The amount of leave credit granted will be commensurate with the amount of hours volunteered.

Personnel Services will require documentation from the organization confirming the amount of time volunteered.

Some volunteer opportunities within NYC can be found here: <https://www.nycservice.org/search/>. Employees need to review the Conflicts of Interest Board rules on volunteering, which can be found here: <https://www1.nyc.gov/site/coib/the-law/volunteering.page>.

The volunteer leave credit must be used within one year of the volunteer date with the organization or it will be forfeited. Under no circumstances will this credit be paid out upon the end of your Council employment or your transfer to an agency of the City of New York.

If you are interested in applying for volunteer leave credit, please contact the Team Relationship Manager in Personnel Services prior to volunteering with an organization.

### Combined Leave Credits

Combined blood and volunteer leave credits for each calendar year may not exceed a total of six credits.

## **XIII. EXCUSED LEAVE TIME FOR CANCER SCREENINGS**

Employees are granted paid leave to undertake a cancer screening for up to four (4) hours per calendar year. This leave shall include travel time to and from an applicable screening facility. In no event may this leave be used for a screening that took place on a day or time outside of the employee's regularly scheduled work hours.

Employees must provide timely documentation of the screening, as requested by the Council. The leave may be applied retroactively following receipt and verification of the documentation.

## **XIV. TIME OFF FOR CERTAIN PERSONAL EVENTS**

In addition to any other leave that may be applicable, employees are granted up to two days of unpaid leave per calendar year to address certain personal events such as:

- the need to provide care to a minor child or care recipient;
- the need to attend a legal proceeding or hearing for subsistence benefits to which the employee, a family member or the employee's care recipient is a party; or



- any circumstance that would constitute a basis for use of safe time or sick leave (as provided in Section II and Section III above).

Instead of utilizing unpaid leave in relation to the above, employees may also obtain another temporary scheduling adjustment or work location adjustment. Employees are entitled to a temporary scheduling adjustment to address any of the above-mentioned personal events up to two times per calendar year.

Employees should contact the Payroll Unit in Personnel Services for additional information.

#### **XV. JURY DUTY**

When an employee is called for Jury Duty, the employee is excused from their employment for the time spent in actual jury duty as well as necessary travel time. In addition, the following procedures must be followed:

- Discussion with the supervisor so that the supervisor is made aware of the upcoming absence.
- A copy of the Jury Duty Notice must be submitted to the Payroll Unit in Personnel Services before the employee leaves for such service.

After Jury Duty has been served, a receipt showing the number of days served must be given to the Payroll Unit in Personnel Services.

#### **XVI. PROHIBITION AGAINST RETALIATION FOR REQUESTING OR USING LEAVE**

Retaliation against any employee who requests or utilizes leave in accordance with any section of these Absence and Leave Policies is prohibited. Retaliation includes, but is not limited to, any adverse employment action (i.e. termination of employment, demotion, discipline, etc.).

Any individual who believes they have been retaliated against for requesting or utilizing leave in accordance with these Absence and Leave Policies should contact the Team Relationship Manager in Personnel Services.

#### **XVII. DISCIPLINARY ACTIONS AND LEAVE TIME**

The Council reserves the right to take disciplinary action against an employee for non-compliance with procedural guidelines, any falsification of hours on the timesheet, non-submission of multiple timesheets and other absence or timesheet abuses. Furthermore, if acceptable documentation for absences (such as jury duty, bereavement, etc.) is not received in a timely manner, absence hours will be deducted from available leave balances until acceptable documentation is produced. If there are no leave time hours available for usage, the hours absent will not be paid.

In addition, employees who fail to comply with the Council's mandatory training requirements may be subject to disciplinary action including, but not limited to, the loss of annual leave time.

Unauthorized absences of four or more consecutive days, without notice, shall be considered a voluntary resignation from the Council.

#### **XVIII. SEPARATION GUIDELINES (TERMINAL LEAVE)**

After an employee's last day of work, if the employee has any accrued and unused annual leave time, the employee will be given an option to select a lump-sum payout of time or be paid out that time on consecutive Council paydays at the employee's last regular rate of pay on the employee's last day of work. If an employee has continuous City service for 10 years or more, the employee will be eligible for a 50% payout of available, unused sick leave as of their last day worked. The employee will not be entitled to additional accruals of annual and sick leave, earn compensatory time or receive pay for holidays or jury duty service after the employee's last day of work.

If an employee will be transferring to a City agency, the rollover of any and all time is at the discretion of the new City agency.

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**The types of leave detailed above are not exhaustive. For further information related to leave that may be available, employees should contact the Payroll Unit in Personnel Services.**

ANNUAL LEAVE ACCRUAL TABLES

<b>ANNUAL LEAVE – REGULAR STAFF SCHEDULED TO WORK 35 HOURS PER WEEK</b>				
Length of Service	Monthly Accrual Amount (in hours)	Monthly Accrual Amount (in days)	Calendar Year Accrual Amount (in hours)	Calendar Year Accrual Amount (in days)
Beginning of 1st year	8.75	1.250	105.00	15
Beginning of 5th year	11.67	1.666	140.04	20
Beginning of 8th year	14.58	2.083	174.96	25
Beginning of 15th year	15.75	2.25	189.00	27

<b>ANNUAL LEAVE – REGULAR STAFF SCHEDULED TO WORK 20 to 34 HOURS PER WEEK</b>				
Length of Service	Monthly Accrual Amount (in hours)	Monthly Accrual Amount (in days)	Calendar Year Accrual Amount (in hours)	Calendar Year Accrual Amount (in days)
Beginning of 1st year	5.25		63.00	
Beginning of 5th year	8.75		105.00	

<b>ANNUAL LEAVE – MANAGEMENT AND PROFESSIONAL STAFF</b>				
Length of Service	Monthly Accrual Amount (in hours)	Monthly Accrual Amount (in days)	Calendar Year Accrual Amount (in hours)	Calendar Year Accrual Amount (in days)
Beginning of 1st year	11.67	1.666	140.04	20
Beginning of 8th year	14.58	2.083	174.96	25
Beginning of 15th year	15.75	2.250	189.00	27

<b>ANNUAL LEAVE – PROFESSIONAL STAFF SCHEDULED TO WORK 20 to 34 HOURS PER WEEK</b>				
Length of Service	Monthly Accrual Amount (in hours)	Monthly Accrual Amount (in days)	Calendar Year Accrual Amount (in hours)	Calendar Year Accrual Amount (in days)
Beginning of 1st year	7.00		84.00	
Beginning of 5th year	8.75		105.00	

<b>ANNUAL LEAVE – REGULAR &amp; PROFESSIONAL STAFF SCHEDULED TO WORK UNDER 20 HOURS PER WEEK</b>				
Length of Service	Monthly Accrual Amount (in hours)	Monthly Accrual Amount (in days)	Calendar Year Accrual Amount (in hours)	Calendar Year Accrual Amount (in days)
Beginning of 1st year	2.917		35.00	



## THE COUNCIL OF THE CITY OF NEW YORK

### Absence and Leave Policies Council Member Office Staff

The Council recognizes that employees have diverse needs for time off from work. Leave policies have been established and are applicable to all full-time and part-time Council Member Office staff.

#### I. ANNUAL LEAVE

It is important to your health and well-being to take time away from work and we encourage all employees to use their annual leave. Annual leave is accrued on a monthly basis, effective the 15th day of each month, and may be utilized for any purpose. All time used is calculated in 15 minute increments.

Newly hired employees who begin employment on or before the 5th day of the month will accrue hours on the 15th of the month. Newly hired employees who begin employment on the 6th day through the last day of the month will accrue hours on the 15th of the following month.

For employees with previous service with the City of New York, Personnel Services will advise on any service credit eligibility regarding annual leave accruals.

To schedule annual leave, employees must make every effort to submit their requests to their supervisors at least two weeks before the anticipated leave. Employees must ensure that they have enough accrued leave available to cover the dates requested.

Annual leave will be approved if the employee is in a positive time accrual position and there is no conflict in coverage for the employee's area. An employee who has a negative time balance may not be approved to take annual leave pending correction of any disciplinary issue or until the employee is in a positive time balance position. If a request is made by a newly hired employee to approve an already scheduled vacation, this should be discussed with the Director of Personnel Services before a decision is reached with the employee.

Employees may not carry over more than 54 days (378 hours) into the next calendar year. On December 31st, annual leave hours over the limit will be lost.

#### ACCRUALS TABLES

<b>SCHEDULED TO WORK 35 HOURS PER WEEK</b>				
Length of Service	Monthly Accrual Amount (in hours)	Monthly Accrual Amount (in days)	Calendar Year Accrual Amount (in hours)	Calendar Year Accrual Amount (in days)
Beginning of 1st year	11.67	1.666	140.04	20
Beginning of 8th year	14.58	2.083	174.96	25
Beginning of 15th year	15.75	2.250	189.00	27

<b>SCHEDULED TO WORK 20 to 34 HOURS PER WEEK</b>				
Length of Service	Monthly Accrual Amount (in hours)	Monthly Accrual Amount (in days)	Calendar Year Accrual Amount (in hours)	Calendar Year Accrual Amount (in days)
Beginning of 1st year	7.00		84.00	
Beginning of 5th year	8.75		105.00	

<b>SCHEDULED TO WORK UNDER 20 HOURS PER WEEK</b>				
Length of Service	Monthly Accrual Amount (in hours)	Monthly Accrual Amount (in days)	Calendar Year Accrual Amount (in hours)	Calendar Year Accrual Amount (in days)
Beginning of 1st year	2.917		35.00	

**II. SICK LEAVE**

As each person is an important member of the Council team, an employee's absence can disrupt the operations of an entire unit. When possible, employees are expected to schedule planned medical appointments so as to minimize disruption of workflow. However, the Council recognizes that employees will need days off from work periodically to address their medical needs or emergencies. Sick leave can be used when: (1) an employee is sick; and/or (2) for an employee's preventive medical appointment.

**A. Employee**

For employees who are regularly scheduled to work, at minimum, twenty (20) hours per week, sick leave is accrued at the rate of seven (7) hours per month, effective the 15th day of each month.

For employees who are regularly scheduled to work less than twenty (20) hours per week, the rate of accrual is one (1) hour for every thirty (30) hours worked.

If you are absent from work for more than four (4) consecutive workdays, you are required to provide written documentation from a licensed healthcare provider upon your return to work. Documentation must meet the following criteria:

- Be on healthcare provider's official stationery, and include the name, address and phone number of the healthcare provider.
- Include the signature or stamp of the healthcare provider.
- Include the date the document was generated.
- Include the employee's name.
- Have the dates of the absence and indicate when the employee was able to return to work.

Failure to provide required documentation may result in the time out being deducted from annual leave. In addition, upon the exhaustion of sick leave, continued absence hours due to non-work-related illness or injury will be deducted from available leave.

**B. Reporting an Absence**

If you are unable to come to work, you must inform the appropriate person as early as possible, but no later than your regular starting time.

If an employee is absent due to a medical emergency, the employee (or a designee) must contact the employee's supervisor or the Payroll Unit in Personnel Services within twenty-four (24) hours of the event.

All absence types are to be recorded on your timesheet. Timesheets must be submitted on a weekly basis. If Personnel Services is not otherwise informed of the absence type, the time out will be automatically deducted from annual leave.

If an absence due to illness will result in an employee's extended absence, the supervisor or the employee must notify the Payroll Unit in Personnel Services promptly.

**C. Misuse of Sick Leave**

A pattern of absence due to illness may result in being required to produce documentation from a licensed healthcare provider, even in cases where the absence is less than four (4) consecutive workdays.

Examples of patterned absences are:

- Repeated use of unscheduled sick leave on or adjacent to weekends, regularly scheduled days off, holidays, vacation, or payday.
- Taking leave on days when other leave has been denied.
- A pattern of taking leave on days when the employee is scheduled to work earlier/later than the employee's regular schedule or perform duties perceived as undesirable.
- Evidence that an employee engaged in an activity that is not consistent with: (1) the employee being sick; or (2) the employee using sick leave for a preventive medical appointment.

#### **D. Healthcare Provider Documentation**

Any healthcare provider documentation required in connection with using sick leave, special health-related leaves, workers' compensation or health insurance should be provided directly to Personnel Services. Any healthcare provider documentation required for a reasonable accommodation under the Council's Anti-Discrimination and Harassment Policy should be provided directly to the EEO Office. Supervisors should not request such documentation from staff under any circumstances.

### **III. LEAVE FOR CARE OF FAMILY MEMBERS AND SAFE TIME**

Employees may use up to 30 sick days (210 hours) per calendar year to care for family members and may use up to 30 sick days (210 hours) per calendar year for safe time. Care for a family member includes, but is not limited to, a family member who needs medical diagnosis, care, or treatment of an illness, injury, or health condition, elective surgery or who needs preventive medical care. Safe time is paid leave for an employee either who has been the victim of a family, sexual, stalking, or human trafficking offense; or who has a family member that has been the victim of such an offense. Please consult with the Payroll Unit in Personnel Services if you require additional time.

Leave taken will be deducted from your sick leave hours. Employees will continue to accrue sick leave at their usual rates.

Family members are defined as:

- Child (biological, adopted, or foster child; legal ward; child of an employee standing *in loco parentis*)
- Child or parent of an employee's spouse or domestic partner
- Domestic partner
- Grandchild
- Grandparent
- Parent
- Sibling (including a half, adopted, or step sibling)
- Spouse
- Any other individual related by blood to the employee
- Any other individual whose close association with the employee is the equivalent of a family member

If you are absent from work for more than four (4) consecutive workdays, we may ask you to voluntarily provide written verification of the use of these leave hours.

### **IV. WORKING HOURS**

It is imperative that employees report to work at their scheduled start time. Employees are expected to allow sufficient time for travel delays.

For full-time employees, the standard workweek is comprised of thirty-five (35) hours and begins on a Sunday and ends on the following Saturday. You must work five (5) days within the standard workweek.

## V. WORK SCHEDULES

Employees must follow established workweek schedules. Employees will be informed of work schedules by their immediate supervisors.

### Meal Periods

Any employee working more than six hours during their standard workday **is entitled to at least thirty minutes off** (free from any work duties) between 11 AM and 2 PM for lunch within that period.

Furthermore, any employee who starts working before 11 AM and ends working after 7 PM is entitled to **an additional 20 minutes off** (free from any work duties) between 5 PM and 7 PM for an additional meal during that period.

Any employee working more than six hours starting between 1 PM and 6 AM **is entitled to at least 45 minutes off** (free from any work duties) for a meal period at a time midway between their work schedule.

## VI. HOLIDAYS

The Council observes the following regularly paid holidays:

<u>Holiday</u>	<u>Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Election Day	The Tuesday following the first Monday in November
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

When a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following Monday.

## VII. FLOATING HOLIDAYS/PERSONAL DAYS

Employees will be granted six (6) floating holidays per calendar year in addition to other types of leave.

Floating holidays will allow employees to have additional paid leave to cover the observance of Lincoln's Birthday, absences for personal reasons, such as religious observances, parent-teacher conferences, and important family events or to supplement annual, sick and holiday leave. Generally, reasonable notice must be given and appropriate approvals obtained; however, floating holidays may be used for emergency situations.

Floating holidays must be used in three and a half (3.5) hour or seven (7) hour increments only.

Floating holidays must be taken within the calendar year in which they are given. Under no circumstances will these days be carried over to the next calendar year, nor may they be paid out upon the end of your Council employment, your transfer to an agency of the City of New York, or your transfer to Central Staff.

## VIII. BEREAVEMENT

### Immediate Family

Absence, not to exceed five workdays, shall be granted in the case of death in the immediate family. Days may be taken intermittently and must be used within three months of the death. Immediate family shall be defined for this purpose as:

- Aunt or Uncle
- Brother or sister
- Child (biological, adopted, or foster child; legal ward; child of an employee standing *in loco parentis*; stillbirth; or miscarriage)
- Child or parent of an employee's spouse or domestic partner
- Domestic partner
- Father-in-law or mother-in-law
- Grandchild
- Grandchild of a domestic partner
- Grandparent
- Natural, Foster or Step-Parent
- Sibling (including a half, adopted, or step sibling)
- Spouse
- Any relative, relative-in-law or domestic partner relative residing in the employee's household

Other Family

Absence, not to exceed two workdays, shall be granted in the case of the death of any relative or relative-in-law not residing in the household.

Employees may use annual leave when more time is needed or in the event of a death other than those noted above.

Documentation

If you are unable to provide documentation, please bring this to the attention of the Payroll Unit.

**IX. PARENTAL LEAVE**

Upon request, an employee may take a parental leave of absence in connection with the birth of a child or the placement of a child with the employee for adoption or foster care. As described below, an employee's parental leave of absence may include paid parental leave in conjunction with other forms of leave (paid or unpaid), up to 80 workdays (560 hours) within 12 months.

When an employee's use of paid parental leave is foreseeable, the employee must provide at least thirty calendar days' advance notice to their supervisor prior to the beginning of the leave period.

**A. Paid Parental Leave Benefit**

- Parental leave eligibility begins on the day after the parental event.
- All paid employees with less than five months of continuous service with the City of New York are eligible for up to 30 workdays (210 hours) of paid parental leave.
- All paid employees with five months or more of continuous service with the City of New York are eligible for up to 60 workdays (420 hours) of paid parental leave.

The weekly paid parental leave benefit paid to any employee shall be equal to that employee's usual weekly rate of pay.

**B. Usage**

The start date of an employee's use of paid parental leave is at the employee's option. However, the employee must use the paid parental leave by the first anniversary (12 months) of the child's birth or placement. Paid parental leave not used within the 12 months of the birth or placement will be forfeited.

Employees may use paid parental leave once per a rolling 12-month period, which is the 12-month period measured backward from the date the employee begins using paid parental leave.

**C. Documentation**

An employee's eligibility for paid parental leave is contingent on the employee providing appropriate documentation as requested by the Council.



#### **D. Combining with Annual Leave and Sick Leave**

- Paid parental leave may be used in conjunction with accrued annual leave, up to a maximum of 80 workdays (560 hours) of total paid leave. At the discretion of the employee's supervisor, the employee may be allowed to combine additional annual leave accruals with paid parental leave beyond this maximum.
- Use of sick leave to combine with paid parental leave will be subject to applicable leave provisions regarding sick leave (see Section II).
- An employee may also use paid parental leave without using accrued annual and/or sick leave.
- An employee will accrue annual and sick leave during the paid parental leave period in accordance with the applicable leave provisions.

#### **E. Combining with Unpaid Leave**

- Paid parental leave may also be used in conjunction with unpaid leave after the employee has exhausted all other forms of applicable leave, up to a maximum of 80 workdays (560 hours) of total leave (paid and unpaid). This maximum may be increased at the discretion of the employee's supervisor.
- An employee's health and management benefits coverage may be impacted by the use of unpaid leave. Employees seeking to use unpaid leave should consult with the Human Resources Unit in Personnel Services to learn more about the employee's health and management benefits coverage while on unpaid leave.

#### **F. Intermittent Use**

At the discretion of an employee's supervisor, an employee may use paid parental leave intermittently in units of at least one hour. Other forms of leave that an employee may combine with paid parental leave (as described above) may also be used intermittently in the same manner.

#### **G. Position Restoration**

An employee who returns from a parental leave of absence taken in accordance with the procedures above must be restored to the employee's previous position or to an equivalent position.

#### **H. Further Details**

For further details regarding taking a parental leave of absence, please contact the Human Resources Unit in Personnel Services.

#### **X. MILITARY LEAVE**

Military orders, when received, must be honored and the employee placed on a leave of absence for the duration of the orders. New York State Military Law defines ordered military duty as "Any military duty performed in the service of the state or of the United States, including but not limited to attendance at any service school or schools conducted by the armed forces of the United States, by a public officer or employee as a member of any force of the organized militia or of any reserve force or reserve component of the armed forces of the United States, pursuant to orders issued by competent state or federal authority, with or without the consent of such public officer or employee. Participation in routine reserve officer training corps training is not considered to be military duty except when performing advanced training duty as a member of a reserve component of the armed forces."

##### Paid Leave Time

Employees will receive their Council salary while on leave for "ordered military duty" for a period of time not to exceed 30 normally scheduled workdays in any one calendar year and not to exceed 30 normally scheduled workdays in any one continuous period of absence. This includes travel to and from such duty.

##### Documentation

An employee is responsible for submitting appropriate documentation to the Payroll Unit in Personnel Services prior to the beginning of the leave of absence.

##### Work Schedule

To the extent practicable, an employee's normal work schedule should be set to avoid conflicting with drills scheduled during an employee's working hours.

### Extended Military Benefits Program

Employees who have exhausted their statutory entitlement and who have been called up for "ordered military duty" may be eligible for enrollment in the Extended Military Benefits Program (EMBP). To qualify, an employee must be performing "ordered military duty" in connection with a covered operation. Covered operations are those military operations designated by the federal government of the United States, in support of "Operation Enduring Freedom," "Operation Iraqi Freedom," "Operation Noble Eagle," or successors thereto, or operations specifically connected by federal designation, action or implication with homeland security. Employees who participate in the EMBP shall receive the difference between their Council salary and military pay where the military pay is less than the Council salary, during the period of coverage. An employee whose military pay is greater than their Council salary will not receive any differential pay, but if such employee is serving in a covered operation, will continue to accrue leave balances and continue receiving their preexisting healthcare benefits. Further information about the EMBP can be found at <https://www.nyc.gov/site/dcas/agencies/extended-military-benefits.page>.

## **XI. LEAVE CREDITS FOR DONATING BLOOD OR VOLUNTEERING**

### Blood Donation at Council Blood Drive

All employees are permitted to participate in Council blood drives held at 250 Broadway and City Hall, up to two times a calendar year. Employees are only excused for the amount of time it takes to donate blood (including going to and returning from the donation site) and recovery.

All employees who successfully donate blood at a Council blood drive at 250 Broadway or City Hall will be granted three hours of blood drive credit for each time in the calendar year that they donate, up to two times a calendar year. Blood drive credit must be used within one year of the blood drive donation or it will be forfeited.

Additional Council blood drives may be added to aid in emergency situations or extenuating circumstances. Employees will be excused for the amount of time it takes to donate blood (including going to and returning from the donation site) and recover.

The maximum amount of blood drive credit granted per calendar year is six hours. Under no circumstances will blood drive credit be paid out upon the end of your Council employment or your transfer to an agency of the City of New York.

### Volunteering

Employees who do not give blood may alternatively receive up to a maximum of six hours of volunteer leave credit per calendar year by volunteering for organizations that serve New Yorkers, subject to the Council's Outside Activity process. The amount of leave credit granted will be commensurate with the amount of hours volunteered.

Personnel Services will require documentation from the organization confirming the amount of time volunteered.

Some volunteer opportunities within NYC can be found here: <https://www.nycservice.org/search/>. Employees need to review the Conflicts of Interest Board rules on volunteering, which can be found here: <https://www1.nyc.gov/site/coib/the-law/volunteering.page>.

The volunteer leave credit must be used within one year of the volunteer date with the organization or it will be forfeited. Under no circumstances will this credit be paid out upon the end of your Council employment or your transfer to an agency of the City of New York.

If you are interested in applying for volunteer leave credit, please contact the Team Relationship Manager in Personnel Services prior to volunteering with an organization.

### Combined Leave Credits

Combined blood and volunteer leave credits for each calendar year may not exceed a total of six credits.

## **XII. EXCUSED LEAVE TIME FOR CANCER SCREENINGS**

Employees are granted paid leave to undertake a cancer screening for up to four (4) hours per calendar year. This leave shall include travel time to and from an applicable screening facility. In no event may this leave be used for a screening that took place on a day or time outside of the employee's regularly scheduled work hours.

Employees must provide timely documentation of the screening, as requested by the Council. The leave may be applied retroactively following receipt and verification of the documentation.

### **XIII. TIME OFF FOR CERTAIN PERSONAL EVENTS**

In addition to any other leave that may be applicable, employees are granted up to two (2) days of unpaid leave per calendar year to address certain personal events such as:

- The need to provide care to a minor child or care recipient;
- The need to attend a legal proceeding or hearing for subsistence benefits to which the employee, a family member or the employee's care recipient is a party; or
- Any circumstance that would constitute a basis for use of safe time or sick leave (as provided in Section II and Section III above).

Instead of utilizing unpaid leave in relation to the above, employees may also obtain another temporary scheduling adjustment or work location adjustment. Employees are entitled to a temporary scheduling adjustment to address any of the above-mentioned personal events up to two times per calendar year.

Employees should contact the Payroll Unit in Personnel Services for additional information.

### **XIV. JURY DUTY**

When an employee is called for Jury Duty, the employee is excused from their employment for the time spent in actual jury duty as well as necessary travel time. In addition, the following procedures must be followed:

- Discussion with the supervisor so that the supervisor is made aware of the upcoming absence.
- A copy of the Jury Duty Notice must be submitted to the Payroll Unit in Personnel Services before the employee leaves for such service.

After Jury Duty has been served, a receipt showing the number of days served must be given to the Payroll Unit in Personnel Services.

### **XV. PROHIBITION AGAINST RETALIATION FOR REQUESTING OR USING LEAVE**

Retaliation against any employee who requests or utilizes leave in accordance with any section of these Absence and Leave Policies is prohibited. Retaliation includes, but is not limited to, any adverse employment action (i.e. termination of employment, demotion, discipline, etc.).

Any individual who believes they have been retaliated against for requesting or utilizing leave in accordance with these Absence and Leave Policies should contact the Team Relationship Manager in Personnel Services.

### **XVI. DISCIPLINARY ACTIONS AND LEAVE TIME**

The Council reserves the right to take disciplinary action against an employee for non-compliance with procedural guidelines, any falsification of hours on the timesheet, non-submission of multiple timesheets and other absence or timesheet abuses. Furthermore, if acceptable documentation for absences (such as jury duty, bereavement, etc.) is not received in a timely manner, absence hours will be deducted from available leave balances until acceptable documentation is produced. If there are no leave time hours available for usage, the hours absent will not be paid.

In addition, employees who fail to comply with the Council's mandatory training requirements may be subject to disciplinary action including, but not limited to, the loss of annual leave time.

Unauthorized absences of four or more consecutive days, without notice, shall be considered a voluntary resignation from the Council.

## **XVII. SEPARATION GUIDELINES (TERMINAL LEAVE)**

After an employee's last day of work, if the employee has any accrued and unused annual leave time, the employee will be given an option to select a lump-sum payout of time or be paid out that time on consecutive Council paydays at the employee's last regular rate of pay on the employee's last day of work. If an employee has continuous City service for 10 years or more, the employee will be eligible for a 50% payout of available, unused sick leave as of their last day worked. The employee will not be entitled to additional accruals of annual and sick leave, earn compensatory time or receive pay for holidays or jury duty service after the employee's last day of work.

If an employee will be transferring to a City agency, the rollover of any and all time is at the discretion of the new City agency.

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**The types of leave detailed above are not exhaustive. For further information related to leave that may be available, employees should contact the Payroll Unit in Personnel Services.**