

**AGREEMENT**

**Between**

**THE BOARD OF EDUCATION**

**of the**

**CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK**

**and**

**Civil Service Technical Guild, Local 375,**

**American Federation of State, County and Municipal Employees**

**AFL-CIO**

**Covering**

**Architectural, Engineering and Scientific Personnel**

**Supervisors, General Supervisors**

**and**

**Assistant Area Managers of School Maintenance**

**July 1, 2005 – March 2, 2008**

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AGREEMENT MADE AND ENTERED INTO by and between THE BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK (hereinafter referred to as the "Board") and THE CIVIL SERVICE TECHNICAL GUILD, LOCAL 375, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (hereinafter referred to as the "Union").

**WHEREAS**, the BOARD has voluntarily endorsed the practices and procedures of collective bargaining as peaceful, fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the special functions and obligations of the Board, are permitted by law and are constant with the paramount interests of the school children, the school system and the public; and

**WHEREAS**, the BOARD on March 8, 1962, adopted a Statement of Policies and Procedures with Respect to Representation of Pedagogical and Civil Service Employees for Purposes of Collective Bargaining with the Board of Education (hereinafter referred to as the "Statement of Policies"); and

**WHEREAS**, pursuant to the Statement of Policies, the Board had heretofore issued to the Union separate Certificates of Exclusive Bargaining Status covering its employees in each of the following units: Architectural, Engineering and Scientific Personnel (hereinafter referred to as "Architectural and Engineering Personnel") Supervisors, General Supervisors and Assistant Area Managers of School Maintenance, and the certificates have continued in effect; and

**WHEREAS**, by virtue of these Certificates, the Board had recognized the Union,

for purposes of negotiating on terms and conditions of employment as the collective bargaining representative for a single unit of all employees covered by these Certificates; and

**WHEREAS**, pursuant to Board policy and the Public Employees' Fair Employment Act, the Board and its designated representatives have met with representatives of the Union and have fully considered and discussed with them, on behalf of the employees in the bargaining unit, changes in working conditions, improvement in pension benefits and machinery for the presentation and adjustment of certain types of complaints; it is agreed as follows:

## ARTICLE I

### UNION RECOGNITION

The Board recognizes the Union as the exclusive bargaining representative for a single unit of all employees with the exceptions noted below, in the following groupings of titles as listed in the Appendix (hereinafter collectively referred to as "employees" or separately as "Architectural and Engineering Personnel," Supervisors, General Supervisors and Assistant Area Managers of School Maintenance."

(Except those employees in the titles specified above who work in the Office of Members of the Board of Education, in the Office of the Chancellor, in the Office of the Deputy Chancellor, in the Office of labor Relations and Collective Bargaining and those employees who are regularly assigned to perform work of a confidential nature relating to collective bargaining in the Division of Personnel and in the office of the Secretary of the Board of Education.)

Nothing contained herein shall be construed to prevent any Board official from meeting with any employee organization representing employees in the unit covered by this Agreement for the purpose of hearing the views and proposals of its members, except that, as to matters presented by such organizations which are proper subjects of collective bargaining, the Union shall be informed of the meeting and, as to those matters, any changes or modifications shall be made only through negotiations with the Union.

Nothing contained herein shall be construed to prevent any individual employee from (1) informally discussing a complaint with his immediate supervisor or (2) processing a grievance on his own behalf in accordance with the complaint and grievance procedure hereinafter set forth in Article XXI.

Nothing contained herein shall be construed to deny to any employee his rights under Section 15 of the New York Civil Rights Law or under applicable civil service laws and regulations.

## **ARTICLE II**

### **FAIR PRACTICES**

The Union agrees to maintain its eligibility to represent all employees by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent equally all employees with out regard to membership or participation in, or association with the activities of, any employee organization.

The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, marital status or

membership or participation in, or association with the activities of, any employee organization.

### ARTICLE III

#### HOURS OF WORK AND WORK WEEK

All employees shall be provided with a copy of the Rules & Regulations for administrative employees.

A. Normal Work Week

The regular work week for Architectural and Engineering Personnel, Supervisors, General Maintenance, shall be from 9:00 a.m. to 5:00 p.m., Monday through Friday, including one hour for lunch daily.

B. Summer Work Week

The following summer hours and work week begin on July 1 and ends on Labor Day.

The regular work week shall be from 9:00 a.m. to 4:00 p.m., Monday through Friday, including one hour for lunch daily.

The regular work week for Architectural and Engineering personnel, Supervisors, General Supervisors and Assistant Area Manager of School Maintenance shall be from 9:00 a.m. to 4:00 p.m., Monday through Friday, including one hour for lunch daily.

Shortened work days shall not be available to those employees who work in air-conditioned facilities (as currently provided) nor for "outdoor and field personnel" who, in the past had been entitled to shortened work day schedules but are not as entitled hereunder, and who return to an office location at the end of the work day shall be

entitled to the same summer schedules enjoyed by office personnel at such location on such day.

During this period, the provisions of Section B, immediately above shall not apply to an employee who has been employed less than one year.

C. Variations in Work Week

The daily working hours as provided in Section A and B above may be varied so long as there is no change in the total number of daily working hours.

D. Lateness caused by a verified major failure of public transportation, such as a widespread or total power failure of significant duration or other catastrophe of similar severity, shall be excused.

**ARTICLE IV**

**ASSIGNMENT DIFFERENTIALS AND LONGEVITY**

The Board of Education has agreed to implement longevity differentials and service increments pursuant to the terms of the District Council 37 Economic Agreement and the other applicable economic agreements covering Boardwide titles.

**ARTICLE V**

**HOLIDAYS**

The following days will be regular paid holidays when falling on a regular work day:

New Year Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Election Day*
Washington's Birthday	Veteran's Day

Good Friday  
Memorial Day  
Independence Day

Thanksgiving Day  
Christmas Day

If any of the holidays enumerated above falls on Sunday, it shall be observed on the Monday immediately following.

If Christmas Day or New Year Day falls on Saturday, employees normally scheduled to work the Friday immediately preceding will be given the Friday off with pay.

In addition, such days of religious observance for which the schools are closed, as may be designated by the Chancellor as holidays for employees covered by this Agreement, will be regular paid holidays when falling on a regular work day.

\* Employees hired before July 1, 2004 who worked on Election Day, 1995 or any Election Day in subsequent years shall receive a "floating holiday" which must be used on or before August 31<sup>st</sup> of the school year in which the employee receives the "floating holiday". Employees shall not receive any cash premium for work on Election Day, 1995 or work on Election Day in subsequent years. Employees newly hired on or after July 1, 2004 shall not be entitled to the "floating holiday".

The Division of Human Resources will issue a memorandum to the field providing that for employees who work on Election Day, the following day taken by the employee should be charged as the "floating holiday". The day off must be taken by the employee on or before August 31<sup>st</sup> of the school year in which the employee receives the "floating holiday".

## ARTICLE VI

### OVERTIME

#### A. Definition of Overtime

The provisions of this Article shall apply only to such overtime performed in excess of an employee's regular work week as defined in Article III, which has been properly directed and authorized in advance by the appropriate bureau head or his designee.

B. Cash Payment For Overtime

1. An employee whose regular work week is 35 hours shall be paid at the employee's basic hourly rate for overtime worked in excess of 35 but less than 40 hours in the employee's work week.

2. Cash payment shall be made at rate of one and one-half time the employee's basic hourly rate for overtime worked in excess of 40 hours in an employee's regular work week.

3. The employee's basic hourly rate shall be determined by prorating the employee's basic salary in accordance with present practice of the Board. "Basic salary" is defined as an employee's annual rate of compensation including shift differentials.

4. An employee whose regular work week is 35 hours and who is granted a shortened work day under Section B of Article III shall be granted compensatory time off on an equivalent time basis for overtime worked in excess of 30, but less than 35 hours, in an employee's regular work week. Credit for such overtime shall accrue only after one-half hour. No credit shall accrue for time taken for meals.

5. An employee may elect to receive compensatory time in lieu of a cash payment for overtime provided that the bureau head agrees. The rules under the Fair Labor Standards Act shall apply. Currently, compensatory time may not be accrued beyond 240 hours.

C. Overtime for Holidays

All hours worked on a holiday, as specified in Article IV, shall be paid a 50% cash premium for all hours worked on the holiday and he/she shall receive compensatory time off equivalent to the number of hours worked on the holiday.

D. Exclusion from Cash payment

When an employee's annual gross salary including overtime, all differentials and premium pay is higher than the cap, compensatory time at the rate of straight time shall be credited for authorized overtime except as may be prescribed by FLSA.

These overtime provisions shall apply to all covered per annum employees of the Board working more than half-time, and with permanent, provisional or temporary status, whose annual gross salary, including the overtime, is not in excess of \$61,985 effective July 1, 2004 (\$65,856 effective August 1, 2006, \$68,490 effective February 1, 2007). Thereafter the cap shall be adjusted by future collective bargaining increases.

Employees who are not covered by FLSA whose annual gross salary, including overtime pay, all differentials and premium pay is in excess of these amounts shall be required to submit periodic time reports at specified intervals, but shall not be required to follow daily time clock or sign-in or sign-out procedures. The periodic time report shall be in such form as is required by the bureau. Employees covered by the overtime provisions of FLSA shall be required to follow daily time clock or sign-in procedures.

E. Scheduling of Compensatory Time Off

Compensatory time off for overtime shall be scheduled at the discretion of the bureau head. Except as the bureau head may otherwise request, compensatory time off must be taken within the three month period following the date on which it was earned. Compensatory time off taken during such three month period shall be taken during such subsequent time as the bureau head permits.

If any employee chooses not to take all or part of his compensatory time off during the allowable three-month period, the time not taken shall be added to his/her sick time leave balance.

F. Scheduled Days off

There shall be no rescheduling of days off and/or tours of duty to avoid the payment of overtime compensation. Any work performed on a scheduled day off shall be covered by this Article.

G. Full Pay Status – Computing Overtime

Time in any work week during which an employee is in full pay status, whether or not such time is actually worked, shall be counted in computing overtime

H. Recall

Employees recalled from home for authorized ordered overtime work shall be guaranteed overtime payment in cash for at least four (4) hours if eligible for cash payment.

I. Meal Allowance.

For all employees who work authorized overtime not compensated for in cash a meal allowance shall be provided in accordance with the allowance established by the City Comptroller.

Time off for meals shall not be computed as overtime. However, such time off shall not affect the continuity requirements for the above meal allowances.

## ARTICLE VII

### SHIFT DIFFERENTIALS

A. Preliminary Finding of Comparable Practices

Shift differentials shall be paid only to employees in those titles and for such shifts as to which the Board, in consultation with the union, finds that comparable practices are being followed for similar positions in other governmental entities or in private industry.

B. Payment of Shift Differentials

Subject to the provisions of Section A above, an employee shall receive a shift differential equal to ten (10) percent of the employee's basic hourly rate for each hour worked between 6:00 p.m. and 8:00 a.m., if the employee's daily work period has been scheduled and at least one hour of such daily work period falls between the hours of 6:00 p.m. and 8:00 a.m.

i. For all employees newly hired after July 14, 1996, this provision shall apply to scheduled hours of work between 8:00 PM and 8:00 AM, and shall be in effect from July 15, 1996 to March 31, 2000.

ii. For all employees newly hired on or after July 1, 2004, during their first three (3) years of employment only, this provision shall apply to scheduled hours of work between 8:00 PM and 8:00 AM.

An employee's basic hourly rate shall be determined by prorating the employee's basic salary in accordance with present practice of the Board. For this purpose, "basic salary" is defined as an employee's annual rate of compensation, including longevity differentials but excluding overtime pay.

An employee working overtime shall not receive a shift differential for such work but shall receive overtime pay or compensatory time as provided in Article V D.

D. Assignment Differentials

Board of Education employees serving in the following titles (including any eligible equated titles) who are assigned to Area Office Assignments shall be paid the following per annum amounts:

Annual Amounts

Title Code	Title	<u>July '04</u>	<u>July '05</u>	<u>Aug '06</u>	<u>Feb '07</u>
21210	Assistant Architect	\$1,322	\$1,364	\$1,391	\$1,447
20210	Assistant Civil Engineer	\$1,322	\$1,364	\$1,391	\$1,447
20310	Assistant Electrical Engineer	\$1,322	\$1,364	\$1,391	\$1,447
20410	Assistant Mechanical Engineer	\$1,322	\$1,364	\$1,391	\$1,447
91670-72	Supervisor of Building Maintenance	\$1,322	\$1,364	\$1,391	\$1,447
20215-20	Civil Engineer Level I (incl. Specialist)	\$1,528	\$1,576	\$1,608	\$1,672
20315-20	Electrical Engineer Level I (incl. Specialist)	\$1,528	\$1,576	\$1,608	\$1,672
20415-18	Mechanical Engineer Level I (incl. Specialist)	\$1,528	\$1,576	\$1,608	\$1,672
21215	Architect Level I	\$1,528	\$1,576	\$1,608	\$1,672
21822	Associate Chemist Level I	\$1,528	\$1,576	\$1,608	\$1,672
22427	Associate Project Manager Level I	\$1,528	\$1,576	\$1,608	\$1,672
91673-75	Gen'l Supervisor of Building Maintenance	\$1,528	\$1,576	\$1,608	\$1,672
34215	Superintendent of Construction	\$1,528	\$1,576	\$1,608	\$1,672
34216	Supervisor of Mechanical Installations Level II	\$1,528	\$1,576	\$1,608	\$1,672
21822	Associate Chemist Level II	\$1,695	\$1,748	\$1,783	\$1,854
22427	Associate Project Manager Level II	\$1,695	\$1,748	\$1,783	\$1,854

ARTICLE VIII

CAR MILEAGE ALLOWANCES

Employees, if given authorization to use their personal cars on official business in accordance with criteria, procedures and other requirements of generally applicable rules and regulations issued by the Chancellor, shall be reimbursed in accordance with the

allowance established by the City Comptroller. It is understood that this provision is subject to the continuing budgetary authority of the Board to permit use of personal cars on official business.

## ARTICLE IX

### WELFARE BENEFITS AND HEALTH INSURANCE

1. Welfare fund contributions shall be made in accordance with the following schedule for full-time employees:
  - a. Effective April 1, 1995, the Board will provide funds at the rate of \$1,125 per year on a pro rata basis per month for full-time per annum employees.
  - b. Effective March 1, 1998, the Board will provide funds at the rate of \$1,200 per year on a pro rata basis per month for full-time per annum employees.
  - c. Effective June 1, 1999, the Board will provide funds at the rate of \$1,275 per year on a pro rata basis per month for full-time per annum employees.
  - d. Effective June 30, 2002, the Board will provide funds at the rate of \$1,475 per year on a pro rata basis per month for full-time per annum employees.
  - e. Effective July 1, 2004, the Board will provide funds at the rate of \$1,540 per year on a pro rata basis per month for full-time per annum employees.
  - f. Effective July 1, 2005, the Board will provide funds at the rate of \$1,575 per year on a pro rata basis per month for full-time per annum employees.
  - g. Effective January 1, 2006, the Board will provide funds at the rate of

\$1,640 per year on a pro rata basis per month for full-time per annum employees.

- Pursuant to the Transitional Funding Agreement dated July 15, 1996, the contribution paid on behalf of each full time employee shall be reduced by \$100 for the period from July 1, 1995 to June 30, 1996.
- Pursuant to the 1995 Municipal Coalition Memorandum of Economic Agreement, the contribution paid on behalf of each full time employee shall be reduced by \$100 for the period from July 1, 1995 to June 30, 1996.
- Effective July 31, 1999, there shall be a one-time lump sum payment of \$100 on behalf of each full-time per annum employee receiving benefits on July 31, 1999.
- On January 11, 2001, there shall be a one-time lump sum payment of \$125 on behalf of each full-time per annum employee who is eligible for welfare fund benefits on January 11, 2001.
- On July 1, 2001, there shall be a one-time lump sum payment of \$100 on behalf of each full-time per annum employee who is eligible for welfare fund benefits on July 1, 2001.
- On January 11, 2001, there shall be a one-time lump sum payment of \$50 on behalf of each full-time per annum employee who is eligible for coverage by a welfare fund that provides a prescription drug benefit.

- On July 1, 2001, there shall be a one-time lump sum payment of \$75 on behalf of each full-time per annum employee who is eligible for coverage by a welfare fund that provides a prescription drug benefit.
- Effective November 1, 2006, there shall be a one-time lump sum payment of \$166.67 on behalf of each full-time per annum employee who is receiving benefits on November 1, 2006.

2. Effective the month following the date of the 92-95 agreement, and each October 1<sup>st</sup>, January 1<sup>st</sup>, April 1<sup>st</sup> or July 1<sup>st</sup> thereafter, any hourly employee who has worked the appropriate number of hours in the normal full-time week established for such per annum title as listed is the applicable agreement for at least eighteen (18) continuous months immediately preceding the beginning of said quarter, and who continues to meet the above-stated conditions without a break in service of more than 31 days shall be deemed to be an “employee” for purposes of receiving the full-time per annum welfare fund contribution. For purposes of eligibility, the following unpaid leave time in excess of 31 days will not be deemed a break in service or be counted as service:

- a. for maternity/childcare leave;
- b. for military leave;
- c. jury duty;
- d. for duly authorized Union business;
- e. while pending workers’ compensation determination;
- f. while on workers’ compensation choice #2 under the Board’s Rules and Regulations for Administrative Employees;
- g. illness or exhaustion of paid sick leave; and due to family illness.

3. Welfare fund contributions shall be made in accordance with the following schedule for part-time employees. (Part-time is defined as 17 ½ hours per week for white collar employees and 20 hours per week for blue collar employees):

- a. Effective April 1, 1995, the Board will provide funds at the rate of \$642.86 per year on a pro rata basis per month per employee.
- b. Effective March 1, 1998, the Board will provide funds at the rate of \$685.71 per year on a pro rata basis per month per employee.
- c. Effective June 1, 1999, the Board will provide funds at the rate of \$728.57 per year on a pro rata basis per month per employee.
- d. Effective June 30, 2002, the Board will provide funds at the rate of \$842.86 per year on a pro rata basis per month per employee.
- e. Effective July 1, 2004, the Board will provide funds at the rate of \$880.00 per year on a pro rata basis per month per employee.
- f. Effective July 1, 2005, the Board will provide funds at the rate of \$900.00 per year on a pro rata basis per month per employee.
- g. Effective January 1, 2006, the Board will provide funds at the rate of \$937.14 per year on a pro rata basis per month per employee.

- Pursuant to the Transitional Funding Agreement dated July 15, 1996, the contribution paid on behalf of each part-time employee shall be reduced by \$57.14 for the period from July 1, 1995 to June 30, 1996.
- Pursuant to the 1995 Municipal Coalition Memorandum of Economic Agreement, the contribution paid on behalf of each part-time employee shall be reduced by \$57.14 for the period from July 1, 1995 to June 30, 1996.
- Effective July 31, 1999, there shall be a one-time lump sum payment of \$57.14 on behalf of each part-time per annum employee receiving benefits on July 31, 1999.
- On January 11, 2001, there shall be a one-time lump sum payment of \$71.43 on behalf of each part-time per annum employee who is eligible for welfare fund benefits on January 11, 2001.
- On July 1, 2001, there shall be a one-time lump sum payment of \$57.14 on behalf of each part-time per annum employee who is eligible for welfare fund benefits on July 1, 2001.
- On January 11, 2001, there shall be a one-time lump sum payment of \$28.57 on behalf of each part-time per annum employee who is eligible for coverage by a welfare fund that provides a prescription drug benefit.
- On July 1, 2001, there shall be a one-time lump sum payment of \$42.86 on behalf of each part-time per annum employee who is

eligible for coverage by a welfare fund that provides a prescription drug benefit.

- Effective November 1, 2006, there shall be a one-time lump sum payment of \$95.24 on behalf of each part-time employee receiving benefits on November 1, 2006.

4. The per annum contribution rates paid on behalf of eligible part-time per annum, hourly paid, per session and per diem (including seasonal appointees) employees and employees whose normal work year is less than a full calendar year and the one-time lump sum payment shall be adjusted in the same proportion heretofore utilized by the parties for all such employees as the per annum contribution rates are adjusted above.

5. The per annum contribution rates paid on behalf of employees separated from service to a welfare fund which covers such employees and the one-time lump sum payment shall be adjusted in the same manner as the per annum contribution rates for other employees pursuant to above sections.

6. 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.

7. Subject to a separate agreement between the Board and the Union, the Union shall be entitled to receive such separate contributions as may be provided in this agreement for welfare, training, and legal services benefits as a single contribution to be paid by the employer into a trustee Administrative Employee Benefit Fund. Such contributions shall be held by the trustees of that Fund for the exclusive purpose of providing through other trusteed funds, welfare, training, and legal services benefits for the employees so covered

as well as any other benefits as the Board and the Union may agree upon. The Board shall continue to have the right to review and approve the distribution of funds to, and the level of, benefits provided by the Fund or individual funds.

8. Effective July 1, 1974, employees who have been separated from service subsequent to January 1, 1971, and who were covered by this welfare fund at the time of such separation pursuant to a separate agreement between the Board and the Union representing such employees, shall continue to be so covered, subject to the provisions hereof on the same contributory basis as incumbent employees. Contributions shall be made only for such time as said individuals remain primary beneficiaries of the Board's Health Insurance Program and are entitled to benefits paid for by the Board through such program.

9. When an employee is suspended without pay for disciplinary reasons and is subsequently restored to full pay status as of the effective date of the suspension, the employee shall receive full welfare fund and health insurance coverage for the period of the suspension.

10. If an employee is laid off, on leave or disabled, and has board contributions for basic health insurance discontinued, the Union may make direct payments to the board's Health Insurance Carriers at the Board's premium payment rates on behalf of such employee for a maximum period of one year from the date of discontinuance.

11. When a title not previously covered by any welfare fund becomes certified to the Union, welfare fund payments shall be made to the Union pursuant to the terms of this Article effective the January 1 or July 1 next following the date of the petition for certification.

## ARTICLE X

### PAYMENT OF DEATH BENEFIT FOR EMPLOYEE WHO DIES FROM INJURY INCURRED IN COURSE OF EMPLOYMENT

In the event that an employee dies on or after January 1, 1971, because of injury arising out of and in the course of his/her employment through no fault of his/her own, and in the proper performance of his/her duties, a payment of \$25,000 will be made from funds other than those of the Board of Education Retirement System in addition to any other payment which may be made as a result of such death. Such payment shall be made to the employee's beneficiary or if no beneficiary is designated, then in a manner consistent with the Board of Education procedure.

In the event of death of an employee, the Board will notify beneficiaries of any benefits to which they may be entitled and where to apply for such benefits.

The payment and approval of the death benefit shall be made in a manner consistent with the current Board of Education procedure.

## ARTICLE XI

### ANNUAL LEAVE AND PAYMENT OF DECEASED EMPLOYEE'S

#### ANNUAL LEAVE AND COMPENSATORY TIME

1. A combined vacation, personal business, and religions holiday leave allowance known, as "annual leave allowance" shall be established.
2. The Annual leave allowance for annual employees hired prior to July 1, 1985 shall be computed on the following basis:

<u>Annual Leave Allowance</u>	<u>Monthly Accrual Number of Workdays</u>	<u>D H M*</u>
a. From the beginning of the first year to completion of the seventh year	20	1 4 40
b. From the beginning of the eighth year to completion of the fourteenth year	25	2 0 35
c. From the beginning of the fifteenth year	27	2 1 45

\* D = Days    H = Hours    M = Minutes

3. The annual leave allowance for annual employees hired on or after July 1, 1985 shall be computed on the following basis:

<u>Years in Service</u>	<u>Monthly Accrual</u>	<u>Annual Leave Allowance</u>
At the beginning of the Employee's 1 <sup>st</sup> year	1 day per month after the first 2 months	10 work days
At the beginning of the Employee's 2 <sup>nd</sup> year	1 day per month plus 1 additional day at the end of the 2 <sup>nd</sup> year	13 work days
At the beginning of the employee's 3 <sup>rd</sup> year	1 day per month plus 1 additional day at the end of the year	13 work days
At the beginning of the Employee's 4 <sup>th</sup> year	1.25 days per month	15 work days
At the beginning of the Employee's 5 <sup>th</sup> year	1 2/3 days per month	20 work days
At the beginning of the Employee's 8 <sup>th</sup> year	2 days per month plus one additional day at the end of the leave year	25 work days
At the beginning of the employee's 15 <sup>th</sup> year	2 ¼ days per month	27 work days

4. Effective July 1, 1991, the annual leave allowance shall be computed on the following basis:

	<u>Annual Leave Allowance</u> <u>Number of Workdays</u>	<u>Monthly Accrual</u> <u>D H M*</u>
a. From the beginning of the first year to completion of the fourth year	15	1 1 45
b. From the beginning of the fifth year to completion of the seventh year	20	1 4 40
c. From the beginning of the eighth year to completion of the fourteenth year	25	2 0 35
d. From the beginning of the fifteenth year	27	2 1 45

\* D = Days    H = Hours    M = Minutes

5. For employees newly hired on or after July 1, 2004, the annual leave allowance shall be computed as follows:

<u>Beginning with the</u>	<u>Monthly Accrual</u>	<u>Annual Allowance</u>
First Year	8:45 hours	15 work days
5th Year	9:20 hours	16 work days
6th Year	9:55 hours	17 work days
7th Year	10:30 hours	18 work days
8th Year	11:05 hours	19 work days
9th Year	11:40 hours	20 work days
10th Year	12:15 hours	21 work days
11th Year	12:50 hours	22 work days

12th Year	13:25 hours	23 work days
13th Year	14:00 hours	24 work days
14th Year	14:35 hours	25 work days
17th Year	15:45 hours	27 work days

6. In order to be credited with annual leave in any month, the employee must be on full pay status for at least 15 calendar days in the month.

7. Earned annual leave allowance shall be taken at a time convenient to the employee's department and only upon the express prior written permission of the bureau head or his/her authorized representative.

8. If an employee dies while in the Board's employ, the employee's beneficiary or estate shall receive payment in cash for the following:

- a. All unused accrued annual leave to a maximum of 54 days credit.
- b. All unused accrued compensatory time earned subsequent to July 1, 1968, and retained pursuant to this contract, verifiable by official Board records, to a maximum of two hundred (200) hours.

## ARTICLE XII

### DISABILITY BENEFITS FOR ASSAULT WHILE ON DUTY

Upon the determination of the Chancellor that an employee has been physically disabled because of an assault arising out of and in the course of his employment, the Chancellor will grant the injured employee a leave of absence with pay not to exceed eighteen months provided that such injury is compensable under the Workmen's

Compensation Law. If an employee is granted a leave of absence with pay pursuant to this Article, he shall receive the difference between his weekly salary and his compensation rate without charge against his annual leave or sick leave. The employee shall, as a condition of receiving benefits under this article, execute an assignment of the proceeds of any judgment or settlement in any third party action arising from such injury, in an amount equal to the pay received pursuant to this Article and to medical disbursements, if any, made by the Board but not to exceed the amount of such proceeds. Such assignment shall be in a form prescribed by the Law Counsel of the Board. The injured employee shall undergo such medical examinations as are requested by the Workmen's Compensation Division of the Law Department and the Board of Education, and when found fit for duty by the Workmen's Compensation Board shall return to his employment.

Benefits provided under this Article shall be in addition to but not concurrent with benefits provided under Section 6.12 of the Rules and Regulations for Administrative Employees (in effect as of April 1987).

### **ARTICLE XIII**

#### **PHYSICALLY DISABLED EMPLOYEES**

A. In the case of an employee who is required to take a medical examination to determine if he/she is physically capable of performing his duties and who is found to be unable to perform such duties, the board will make every effort to assign such disabled employee to in-title and related duties in the same title during the period of the employee's disability.

When an employee is required to undergo a physical examination by the Medical division prior to returning to work the Medical Division will, following the completion of the examination, notify the employee in writing of its determination of fitness or unfitness to return to duty.

In no case shall the date of an employee's return to duty be prior to receipt of his/her notification by the Medical Division of his/her fitness to return to duty.

The Medical Division's determination of fitness can include a recommendation that the employee be assigned to in-title and related duties in the same title during the period of the employee's disability.

If a suitable position is not available, and the employee so requests, the Board shall offer him/her any available opportunity for transfer to another title for which he may qualify by the change of title procedure followed by the New York City Civil Service Commission pursuant to Rule 6.1.1 of its rules or by non-competitive examination offered pursuant to Rule 6.1.9 of the Commission's Rules. If such title and position is available, the employer shall offer such position to the employee.

If such an employee has ten years or more of Board of Education Retirement System or New York City employees Retirement System Membership Service and is considered by the Board of Education Medical Division permanently unable to perform all the duties of his/her title and if no suitable in-title position is available, he shall be referred to the appropriate retirement system, and recommended for ordinary disability retirement.

B. Employees will be notified of the disability benefits available to them under the Worker's Compensation Law or the Board's Rules and Regulations.

**ARTICLE XIV**

**MATERNITY AND CHILD CARE LEAVE**

- A. Effective April 1, 1971, an employee who is granted a maternity leave of absence shall, upon request, be compensated in cash for her accrued annual leave balance. Sick leave days less the sick days used while on maternity leave shall remain in the employee's sick leave balance.
- B. Employees shall be granted maternity and childcare leaves of absence in accordance with the provisions of Section 61a of the Bylaws of the Board of Education.

**ARTICLE XV**

**TRANSFERS OF TIME AND LEAVE CREDIT**

A. Transfer of Employees to the Board

Upon transfer of a permanent employee to the Board from another agency which is subject to the New York City Civil Service Commission, or appointment of an employee to the Board from an eligible list promulgated by the City Civil Service Commission, his sick leave balance without limitation and his annual leave balance up to a maximum of 54 days shall be transferred with the employee provided that the transfer or appointment to the Board is made immediately following continuous service with the other agency.

B. Transfer of employees from Board

When a transfer from the Board to an agency which is subject to the New York City Civil Service Commission is accomplished with the consent of the employee, all

compensatory time due him for overtime worked shall be granted to the employee prior to the effective date of the transfer except where:

- a. The receiving agency agrees in writing to accept the transfer of the accrued compensatory time balances in whole or in part to its records, or
- b. The employee requests in writing that these accrued compensatory time balances be converted to sick leave credits as of the date of the transfer.

Initiation of action to liquidate this compensatory time shall be the responsibility of the transferring employee.

When an employee is subjected to a functional or involuntary transfer from the board to an agency which is subject to the New York City Civil Service Commission all his accrued compensatory time balances shall be transferred to the records of the receiving agency.

When a current employee of the Board is appointed to another agency from a list promulgated by the New York City Civil Service Commission, all of the employee's compensatory time shall be transferred to the records of the appointing agency.

## ARTICLE XVI

### TERMINAL LEAVE AND TERMINATION PAY

#### A. Terminal Leave

Employees who retire shall be granted terminal leave as follows:

1. For those employees who retire with ten or more years of service the amount of terminal leave shall be computed by one of the following methods:

- a. One workday of terminal leave for each two days of unused sick leave accumulation. Under this method the maximum accumulation of sick leave shall be 180 days plus 20 additional unused accumulated days for the purpose of computing terminal leave only. The maximum allowable terminal leave shall not exceed 100 workdays.
- b. Terminal leave equivalent to the amount of unused sick leave accumulation on the basis of one calendar month of terminal leave for each 22 days of unused accumulated sick leave. Under this method the maximum accumulation of sick leave shall be 180 days. The maximum allowable terminal leave shall however not exceed one calendar month for every ten years of service, pro-rated at the rate of three calendar days per year of service of major fraction thereof.

The method of computation set forth in "a" above shall be deemed applicable unless the employee elects the alternative method of computation set forth in "b" above.

2. For those employees who retire with less than ten years of service, the amount of terminal leave shall be one workday for each two days of unused sick leave accumulation. The maximum accumulation of sick leave shall be 180 days plus 20 additional unused days for the purpose of computing terminal leave only. The maximum allowable terminal leave shall not exceed 100 workdays.

3. For those employees who retire who were (a) employed by the Board on or before January 1, 1968, and (b) have completed ten or more years of continuous

service at the time of retirement, the minimum amount of terminal leave shall be one calendar month, without regard to unused sick leave accumulation.

4. Those who are employed by the Board after January 1, 1968, and who have completed ten years or more of continuous service at the time of retirement have no minimum guarantee of terminal leave.

5. For employees newly hired on or after July 1, 2004, terminal leave with pay shall be granted prior to final separation to employees who have completed at least ten (10) years of service on the basis of one (1) day of terminal leave for each three (3) days of accumulated sick leave.

B. Termination Pay

Effective September 9, 1974, employees who after reaching ten years of continuous service resign or are terminated for reasons other than retirement including those not recalled from layoff within six months from the date of layoff shall be paid for accumulated sick leave on the basis of one workday for each two days of accumulated sick leave. The maximum termination pay allowance shall not exceed 100 workdays.

For employees newly hired on or after July 1, 2004, who, after reaching ten years of continuous service, resign or are terminated for reasons other than retirement, including those not recalled from layoff within six months from the date of layoff, shall be paid for accumulated sick leave on the basis of one workday for each three days of accumulated sick leave. The maximum termination pay allowance shall not exceed 100 workdays.

C. Where an employee has an entitlement to accrued annual leave and/or compensatory time and the Board's fiscal condition requires employees who are

terminated, laid off or who choose to retire in lieu of layoff, be removed from the payroll on or before a specific date because of budgetary considerations, the Board shall provide the monetary value of accumulated and unused annual leave and/or compensatory time allowance standing to the employee's credit in a lump sum.

## ARTICLE XVII

### PRIVATIZATION/CONTRACTING OUT

The following language will govern privatization/contracting-out of unit work:

- a. When the Board is considering the privatization/contracting-out of work performed exclusively by represented titles, the parties agree that the following procedure will be utilized to determine whether such work shall be privatized/contracted-out.
- b. It is the Board's policy to have advanced discussions with the affected Union to review its plans for letting a particular contract which may adversely affect employees. The Union shall be advised as early as possible, but in no case later than 90 days in advance of the contract being let, of the nature, scope, and approximate dates of the contract and the reasons thereof.
- c. The Board will provide the Union as soon as practicable with information, in sufficient detail, so that the Union may prepare a proposal designed to demonstrate the cost effectiveness of keeping the work in-house. Such information shall include but not be limited to, applicable solicitations to vendors, winning bids, descriptions of services to be provided by vendors,

cost comparison analyses, and the Board's estimated direct operating and administrative costs of contracting out the work.

- d. Not less than 30 days prior to approval by the Board of a recommendation for the award of the contract, the Union shall have an opportunity to make a formal proposal to the Board to continue to perform such work in house. The Board agrees to consider such proposal before making a final determination. Such final determination shall be made in writing and submitted to the Union as soon as practicable.

### **ARTICLE XVIII**

#### **PENSION AND RETIREMENT BENEFITS**

1. Changes in the pension plans and retirement benefits of Architectural and Engineering Personnel, Supervisors, General Supervisors and Assistant Area Managers of School Maintenance, who are members of the Board of Education Retirement System and the eligibility requirements therefore, will be the subject of a supplemental agreement between the Board and the Union.
2. In the event that the current prohibition against bargaining for retirement benefits is discontinued, the parties agree to reopen negotiations on the matter.

### **ARTICLE XIX**

#### **PERSONNEL FOLDERS**

Employees shall receive a copy of any evaluatory statement of their work performance or conduct which is placed in their permanent personnel folder. Employees

shall be given an opportunity to answer any such evaluatory statement placed in their written answer shall be attached to the evaluatory statement in the folder.

An employee shall be permitted to view his/her folder once a year and when an adverse personnel action is initiated against the employee by the Board. The reviewing shall be in the presence of a designee of the Board and held at such times as the Board may prescribe.

Any evaluatory statement with respect to the employee's work performance or conduct, a copy of which is not given to the employee, may not be used in any subsequent disciplinary actions against the employee.

## ARTICLE XX

### TRAINING

Effective July 1, 1978, a training fund contribution of twenty-five dollars (\$25.00) per annum shall be made to the Civil Service Technical Guild Education Fund on behalf of each employee covered by this agreement under a plan established and administered pursuant to a supplemental agreement entered into between the Board and the Union.

## ARTICLE XXI

### SAFETY

A. The Board shall make reasonable efforts to provide for the personal security of employees working in office buildings operated by the Board during such hours as said locations are open to the public.

B. Safety Committee

A labor management Health and Safety Committee shall be established in the Board. The Committee shall be composed of three labor and three management representatives for a total of six members. One Union representative shall be designated from each of the three largest employee organizations covered by the Agreement. The Management representative shall be designated by the Chancellor. The Committee shall meet bi-monthly or at the written request of the three labor or the three management representatives for the purpose of discussing health and safety problems in the Board and making recommendations to the Chancellor. The written request shall indicate the specific condition for which the meeting is being called.

**ARTICLE XXII**

**GARNISHMENT**

The Board will make every reasonable effort to provide adequate notice of employee salary garnishments.

**ARTICLE XXIII**

**COMPLAINT AND GRIEVANCE PROCEDURES**

A. Policy

It is the policy of the Board to encourage discussion on an informal basis between a supervisor and an employee of any employee complaint. Such discussion should be held with a view to reaching an understanding which will dispose of the complaint in a manner satisfactory to the employee, without need for recourse to the formal grievance

procedure. An employee's complaint should be presented and handled promptly and should be disposed of at the lowest level of supervision consistent with the authority of the supervisor.

Upon request to the appropriate supervisor, a Union representative shall be permitted to meet for a reasonable time with employees at the work location, for the purpose of investigating complaints and grievances under circumstances which will not interfere with either the administrative or school activities of the Board.

When necessary, any employee in the unit who is a shop steward in the work location in which the aggrieved employee is assigned will be given time off to represent the employee in the presentation of his grievance.

A list of all duly authorized shop stewards shall be furnished to the Office of Labor Relations and Collective Bargaining and notice of replacements shall be similarly given immediately.

B. Informal Complaint Procedure

It is desirable that any employee having a complaint should discuss it informally with his immediate supervisor or with any other appropriate level of supervision.

The employee should request an opportunity to discuss the matter and the supervisor should arrange for the discussion at the earliest possible time. At such informal discussion the employee may be accompanied by a Union representative or by another employee in the unit who is not an official or agent of another employee organization. The Union representative shall be the steward at the work location or a Union staff representative.

The objective should be to dispose of the majority of employee complaints in this manner.

C. Formal Grievance Procedure

If the matter has not been disposed of informally an employee having a complaint concerning any condition of employment within the authority of the Board of Education may, within a reasonable time not to exceed forty-five (45) days following the action complained of, present such complaint as a grievance in accordance with the provisions of this grievance procedure. No monetary award for a grievance alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be issued unless such grievance has been filed at Step 1 within the time limitation set forth below. Such grievances must be presented no later than ninety (90) days after the first date on which the grievant discovered the payroll error. If the grievance is so filed, any monetary award shall in any event cover only the period up to six years to the date of the filing of the grievance.

Complaints concerning matters which are not within the authority of the Board should be presented in accordance with the review procedures of the agency having authority over such matters.

The grievance procedure described herein does not apply to complaints concerning disciplinary matters, performance ratings or out-of-title or out-of-level work assignments.

Complaints concerning disciplinary matters shall be disposed of in accordance with Article 5 Section 3 of the By-Laws of the Board. Complaints concerning performance ratings shall be processed in accordance with Article 5 Section 3 of the By-

Laws of the Board and may thereafter be brought to the City Personnel Director. Complaints concerning out-of-title or out-of-level work assignments shall be referred for decision to the Executive Director of Personnel and his decision may thereafter be appealed to the City Personnel Director. No monetary award shall in any event cover any period prior to the date of the filing of the out-of-title or out-of-level complaint unless such complaint has been filed within thirty (30) days of the assignment to the alleged out-of-title or out-of-level work. It is understood, that complaints of employees in title or in level against out-of-title or out-of-level assignments made to other employees are subject to the grievance procedure.

If a group of employees has the same complaint, a member of the group may present the grievance in the group's behalf under this procedure.

The Union has the right to initiate or appeal a grievance involving alleged violation of any term of this Agreement. Such grievance shall be initiated with the appropriate community or assistant superintendent, or the head of an office or bureau, or where appropriate, with the chancellor.

Grievances of employees within the bargaining unit shall be presented and adjusted in the following manner:

1. Procedures for Architectural, Engineering and Scientific Personnel, Supervisors, General Supervisors and Assistant Area Managers of School Maintenance

a. Division of School Buildings

1. An employee who is employed in the Division of School Buildings shall initiate the grievance at step 1 with the appropriate Bureau Director as the Board representative.

2. If the grievance is not resolved at the first step, the employee may then appeal the grievance within 15 work days of receipt of the Step 1 decision to the Director of the Office of Building Program Management or the Director of the Office of Building Services or the Director of Office Engineering Support Services or the Director of the Office Management Services as may be appropriate, as the Board representative at Step 2.

b. Bureau of Supplies

1. An employee who is employed in the Bureau of Supplies shall initiate the grievance at Step 1 with the Director of Purchase as the Board representative.

2. If the grievance is not resolved at the first step, the employee may then appeal the grievance within 15 work days of receipt of the Step 1 decision to the Director of the Bureau of Supplies as the Board representative at Step 2.

c. Division of Engineering Audit and Fiscal Control

1. An employee who is employed in the Division of Engineering Audit and Fiscal Control shall initiate the grievance at Step 1 with the Chief, Division of Engineering Audit and Fiscal Control, as the Board representative.

2. If the grievance is not resolved at the first step, the employee may then appeal the grievance within 15 workdays of receipt of

the Administrator of the Office of Business Affairs as the Board representative at Step 2.

2. Procedures for Architectural, Engineering and Scientific Personnel, Supervisors, General Supervisors and Assistant Area Managers of School Maintenance

a. Office and Bureaus

1. The employee shall initiate the grievance at Step 1 with the immediate responsible superior whose duties include the evaluation of the employee's work performance and the assignment and scheduling of the employee's routine tasks. If such immediate responsible superior is employed in the same title and grade as the aggrieved employee, then the grievance shall be initiated at Step 1 with the next higher-ranking superior of the aggrieved employee. In either instance, the superior with whom the grievance is initiated at Step 1 shall not be an employee within the single bargaining unit recognized under the titles listed for these units in the Appendix.
2. If the grievance is not resolved at the first step the employee may then appeal within 15 work days of receipt of the Step 1 decision to the head of the office or bureau, as the case may be, in which he is employed, as the Board representative at Step 2. In no event shall the Board representative at the Step 2 level be a Deputy Superintendent of Schools unless the aggrieved

employee is employed in the immediate office of a Deputy Superintendent of Schools. The head of the office or bureau may, in his discretion, decide that the limited number of personnel in his office warrants initiation of all grievances at the Step 2 level.

b. Community Superintendent's Offices

1. An employee who is employed in a Community Superintendent's Office shall initiate the grievance at Step 1 with the District Administrative Office or the Executive Officer, whoever is designated by the Community Superintendent, as the Board representative.

2. If the grievance is not resolved at the first step, the employee may then appeal within 15 work days of receipt of the Step 1 decision to the Community Superintendent, as the Board representative at Step 2. The head of the Office or bureau may, in his discretion, decide that the limited number of personnel in his office warrants initiation of all grievances at the Step 2 level.

3. Procedures for All Groups (Step 3)

If the grievance is not resolved at Step 2, the grievance may then be appealed to the Chancellor within 15 workdays of receipt of the Step 2 decision. The appeal at Step 3 shall be accompanied by the letter of appeal and the decision at Step 2.

D. Representation

At each step of the formal grievance procedure, the employee may be accompanied by a Union representative or by an employee in the bargaining unit who is not an official or agent of another employee organization. At Step 1 the Union representative shall be the steward at the work location or a Union representative or both. At steps 2 and 3 the Union representative shall be a Union staff representative or the steward who represented the employee at Step 1 or both.

E. Conferences and Decisions

At each step of this grievance procedure a conference shall be arranged by the Board representative with the aggrieved employee and his representative, if any. Conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. When such conferences are held during working hours employees who participate shall be excused with pay for that purpose.

Every attempt should be made to reach a mutually satisfactory resolution of the grievance at the conferences held under this procedure. If the grievance is not resolved at a conference then a decision must be rendered by the Board representative. The decision at each step shall be communicated to the aggrieved employee and his representative within the following time limits:

1. At Step 1, within five school days after the grievance is initiated.
2. At Step 2, within fifteen school days after the appeal is received.
3. At Step 3, within fifteen school days after the appeal is received

If the grievance is presented in writing, the decision will be given in writing.

If a satisfactory resolution is not reached or if a decision is not rendered within the time limit at Steps 1 or 2, the employee may appeal the grievance to the next higher step. A Union-initiated grievance may be appealed by the Union to the next higher step of the grievance procedure.

F. Appeals to Arbitration (Step 4)

A grievance which has not been resolved at Step 3 level may then be appealed within 15 workdays of receipt of the decision at Step 3 by the Union to a mutually agreed upon Impartial Arbitrator. A grievance shall be filed by submission to the Office of Labor Relations and Collective Bargaining of the Board of Education.

Any costs relating to the participation of the Arbitrator shall be shared equally by the parties to the dispute.

With respect to grievances which involve the application or interpretation of the provisions of the Agreement the Arbitrator shall be without power or authority to make any decision:

1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law:
2. Involving Board discretion or Board policy under the provisions of this Agreement, under Board Bylaws, or under applicable law, except that the Panel may decide in a particular case that such policy was disregarded or that the attempted application of any such term of this Agreement was so discriminatory, arbitrary or capricious as to constitute an abuse of discretion.

3. Limiting or interfering in any way with the powers, duties and responsibilities of the Board under its By-laws, applicable law and rules and regulations having the force and effect of law.

With respect to grievances which involve the application or interpretation of the provisions of this Agreement the decision of the Arbitrator, if made in accordance with its jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and both will abide by it.

With respect to all other grievances, a report of the Arbitrator shall be transmitted by the Arbitrator to the Chancellor. Within ten (10) school days after the date the report and recommendation are received by the Chancellor, he shall indicate whether he will accept the Arbitrator's recommendation. Unless the Chancellor disapproves the recommendation within ten (10) school days after the date it is received by him, the recommendation shall be deemed to be his decision.

A recommendation of the Arbitrator which has been approved by the Chancellor or which has not been disapproved by the Chancellor within the ten-day limit specified above, shall be communicated to the aggrieved employee. If the Chancellor decides to disapprove a recommendation of the Arbitrator he shall notify the aggrieved employee and the Arbitrator of his decision.

## ARTICLE XXIV

### DISCIPLINARY ACTION

When a permanent Board of Education employee is summoned to an interview which may lead to a disciplinary action against that employee and which is conducted by someone outside the normal supervisory chain of command, the following procedure shall apply:

- a. Employees who are summoned to the appropriate office shall be notified that a confidential investigation will be conducted, whenever feasible, in writing at least two work days in advance of the day on which the interview or hearing is to be held except where an emergency is present or where considerations of confidentiality are involved. Upon request, the scope of the interview will be provided via the telephone.
- b. Whenever such an employee is summoned for an interview or hearing for the record which may lead to disciplinary action, the employee shall be entitled to be accompanied by a Union representative or a lawyer, and he or she shall be informed of this right. Upon the request of the employee, the Director of the Office of Special Investigations in his or her discretion, may agree to the employee being accompanied by a lawyer and a Union representative but only one may participate. Such permission shall not be unreasonable denied.
- c. Upon the conclusion of an investigation, the summoned employee shall be entitled, upon written request, to a transcribed or taped copy of any

statement he or she has given to the Director of the Office of Special Investigations or his or her designee. Any confidential or sensitive information will be deleted by the Director of the Office of Special Investigation or his or her designee. If deletions are made, the employee will be provided with the edited transcript of the statement. If no deletions are made, the employee will be provided with a copy of the tape. If a tape is to be released, the employee will provide a blank tape.

- d. Wherever possible, such hearings and interviews will be held in physical surroundings which are conducive to privacy and confidentiality.
- e. Upon the conclusion of an investigation, an employee who has been notified that he or she has been the subject of said investigation, shall, upon the employee's written request, be advised of its disposition.

## ARTICLE XXV

### PERSONNEL AND PAY PRACTICES

- A. The Board will recommend to the Comptroller of the City of New York that all regular paychecks of the Board employees be itemized to include overtime, additional wage benefits (including retroactive pay) differentials.
- B. An employee who is promoted or returned to a position in a lower job classification or whose rate of compensation is reduced shall be notified to that effect in writing no later than two weeks after the effective date of such personnel action.
- C. Consistent with, and subject to security requirements, the Board agrees to release paychecks on Thursday at 3 p.m. so that all employees who would not otherwise receive

their paychecks during their regular working hours on Friday will receive them before the end of their working hours on Thursday.

D. When a death in an employee's family occurs while the employee is on annual leave such time as is excusable for death in family shall not be charged to annual leave or sick leave.

E. The Board shall not withhold entire paychecks when an employee has no leave balance to cover absences without pay, due to illness, up to a maximum of five (5) days, provided the affected employee has five (5) years of service as a member of New York City Employees Retirement System of the City of New York. Appropriate deductions shall be made in a subsequent paycheck. Employees with a negative leave balance shall not be covered by this section.

F. In the event of an erroneous overpayment to an employee of an amount exceeding 25% of the employee's regular gross pay, the Board will not make wage deductions for recoupment purposes in amounts greater than 25% of the employee's regular gross pay, except if the amount of the overpayment exceeds \$1,000, deductions may be made in larger installments at the discretion of the Board. Any recoupment shall be limited to the period up to six (6) years prior to the commencement of such proceeding the promotion. An employee subject to wage deductions for recoupment greater than 10% of his/her earnings for such pay period, who believes recoupment in such amounts would cause hardship, may appeal to the Chancellor or his/her designee who will issue a final and binding decision.

G. No employee shall receive a lower basic salary rate following promotion than the basic salary rate received in his permanent position preceding the promotion.

H. If an employee's paycheck is lost by the employer, the employer shall secure a hand written replacement check for the employee within three (3) working days after receipt of an affidavit by the employee stating that he/she has not received the lost check or any or any proceeds from it.

#### **ARTICLE XXVI**

#### **IDENTIFICATION CARDS**

The Board shall furnish identification cards to all employees who have served continuously for six months. The loss of an identification card shall be reported immediately and the cards shall be replaced at cost to the employee. Upon separation from service, an employee shall not receive his final paycheck until he has returned his identification card or has submitted an appropriate affidavit of loss.

#### **ARTICLE XXVII**

#### **SICK LEAVE**

A. Employees shall be credited with sick leave allowance with pay of one day for each month of service with pay. In order to be credited with sick leave in any month, the employee must be on full pay status for at least 15 calendar days in the month.

For employees newly hired on or after July 1, 2004, a maximum sick leave accrual of ten (10) days per annum for the first five (5) years of service shall apply. At the beginning of

the sixth year of service, the maximum sick leave accrual shall be twelve (12) days per annum.

The number of sick leave allowance days permitted to accumulate shall be unlimited. Sick leave may be used in the units of one hour. An employee shall immediately notify his/her supervisor of an absence.

B. An employee's annual leave shall be charged to sick leave during a period of verified hospitalization. When an employee is seriously disabled but not hospitalized while on annual leave, after the employee submits proof of such disability which is satisfactory to the Chancellor, such leave time may be charged to sick leave and not to annual leave at the employee's option.

C. 1. Sick leave shall be used only for personal illness of the employee. Approval of leave is discretionary with the Board and proof of disability must be provided by the employee, satisfactory to the Board.

2. The provisions of paragraph a above, notwithstanding, the Board may waive requirement for proof of disability unless an employee requests sick leave for more than three (3) consecutive workdays.

3. Employees may use two (2) days per year from their sick leave balances for the care of ill family members. Effective July 1, 2004, employees may use three (3) days per year from their sick leave balances for the care of ill family members. Approval of such leave is discretionary with the agency and proof of disability must be provided by the employee satisfactory to the agency within five (5) days of the employee's return to work.

4. Effective July 1, 2004, the use of sick leave for care of ill family members shall be limited to a maximum of one-fourth (1/4) of the amount of sick leave hours accruable by an eligible employee during the current leave year or one-fourth (1/4) of the sick leave hours accruable by a full time employee in the same title during a leave year, whichever is less. Approved usage of sick leave to care for ill family members may be charged in units of one (1) hour.

#### **ARTICLE XXVIII**

#### **INFORMATION ON LEAVE CREDIT**

Information as to all accumulated leave balances (sick leave, annual leave and compensatory time) will be given to each employee in writing at least once a year. If information has been given more frequently such practice will be continued.

#### **ARTICLE XXIX**

#### **VACANCIES**

The Board will provide notice of job vacancies to the designated Union representatives through email.

#### **ARTICLE XXX**

#### **INFORMATION ON PROMOTIONAL OPPORTUNITIES**

When vacancies in promotional titles covered by this Agreement are to be filled, a notice of such vacancies shall be posted in all relevant areas at least five (5) working days prior to filling, except when such vacancies are to be filled on an emergency basis.

ARTICLE XXXI

CHECK-OFF AND AGENCY SHOP

A. Exclusive Check off Privilege

The Board will honor, in accordance with their terms, only such written authorizations as are properly executed by employees in the unit covered by this Agreement for the deduction of their dues in behalf of the Union.

B. Dues Check-Off on Transfer

The Board will honor, in accordance with their terms, the written authorizations for the deduction of dues in behalf of the Union properly executed by individuals while employed by the city of New York who thereafter transfer directly to employment with the Board in the unit covered by this Agreement.

C. Dues Check-Off Information

The Board shall provide monthly to the Union a complete and up-to-date list of all employees in the unit who have properly executed written authorizations for the deduction of dues in behalf of the Union. The Board shall also furnish to the Union such other reasonably available information as may be necessary to the Union for maintaining appropriate records.

D. Agency Shop

The parties agree to an agency shop to the extent permitted by applicable law, as described in a supplemental Agreement annexed hereto.

E. Check-off for Political Purposes

1. District Council 37 or any other certified Union represented by DC 37 for the purposes of this Agreement which elects to participate in a separate segregated fund

established pursuant to applicable law, including Title 1 USC, Section 441b, to receive contributions to be led for the support of candidates for federal office shall have the exclusive right in conference with applicable law to check off for such political purposes in a manner as described in a supplemental agreement hereby incorporated by reference into this agreement.

2. Any eligible employee covered by this Agreement may voluntarily authorize in writing the deduction of such contributions from the employee's wages for such purpose in an authorization form acceptable to the employer which bears the signature of the employee.

3. A copy of the Summary Annual Report to the Federal Elections Commission ("FEC") of each fund shall be submitted by the appropriate participating Union to the Comptroller and the Office of Labor Relations and Collective Bargaining at the time of its submission to the FEC.

## **ARTICLE XXXII**

### **DISCUSSIONS WITH THE UNION**

1. Appropriate representatives of the Board and the Union shall meet at reasonable intervals during the term of this Agreement to discuss matters of mutual concern and interest, including resolution of the problem of delay in filling vacancies and the subject of contracting out.

2. **Labor Management Committee**

There shall be a Labor Management Committee consisting of three members representing the Board and three members representing the Union. This Committee shall

meet upon the request of either the Board or the Union to consider matters of concern to employees in the unit.

3. The parties agree to establish a joint committee to study the Rules and Regulations for Administrative Employees as promulgated and their relationship to the collective bargaining agreement and the collective bargaining process. The Committee shall make its recommendations to the Chancellor in writing no later than March 31, 1983.

4. The parties agree to refer the following issues to Labor-Management:
- i. Alternate Work Schedules
  - ii. Dedicated Sick Leave Program

### **ARTICLE XXXIII**

#### **UNION ORIENTATION INFORMATION**

If the Board supplies orientation kits to new employees, the Union shall be permitted to have included in the kits union literature, provided such literature is first approved for such purpose by the Board, or its representative.

### **ARTICLE XXXIV**

#### **UNION MEETINGS**

1. Upon request to the appropriate division head, members of the Union who are in the bargaining unit shall be permitted to meet within the location under circumstances which will not interfere with the activities at the location. Such meetings may be held only during the employees' lunch period or before or after the employees' working hours,

at a place to be assigned by the division head, where other employees are not present. Union officials may attend such meetings.

2. If such meetings involve units from more than one work location the Union shall have the right to hold such meetings pursuant to the limitations found on paragraph 1, provided however, the if such meetings generate additional custodial fees, such fees shall be paid by the Union. It is understood that where another activity has already been scheduled in the work location, there shall be no charge to the Union.

#### **ARTICLE XXXV**

#### **INFORMATION AT THE WORK LOCATION**

All official Board of Education circulars which deal with the working conditions or the welfare of employees shall be posted promptly.

A bulletin board shall be reserved at an accessible place in each work location for the exclusive use of the Union for purposes of posting material dealing with proper and legitimate Union business concerning employees in the unit.

#### **ARTICLE XXXVI**

#### **DUE PROCESS PROCEDURES**

An employee is to be advised in writing when he/she is to attend a meeting which has for its purpose the administration of discipline, or where there is a strong possibility that discipline is to be administered. He/she may be accompanied by a Union representative or employee of his/her choice in the Unit.

In the event the Board terminates the employment of a provisional employee with five years or more of service in a title, the Union may appeal to, and a hearing shall be held before, an Impartial Arbitrator. The employee may be accompanied by a Union Representative and/or legal counsel and will be given an opportunity to respond to the written charges, including the calling of witnesses. Following the hearing, the Arbitrator shall issue a written report and recommendation to the Chancellor. Within 20 days after receipt of such report and recommendation, the Chancellor/designee shall issue a decision that shall be final and binding. The parties will jointly select the Arbitrator referred to herein and share equally in all fees and costs associated with this process.

#### **ARTICLE XXXVII**

#### **VIDEO DISPLAY TERMINALS**

Employees who regularly and for continuous periods of time operate computers utilizing monitors 20 hours or more per week shall not be required to continuously operate a computer utilizing a monitor for more than two consecutive hours without an assignment to alternative work of visually less demanding nature for a period of fifteen minutes. Meal periods and any previously established rest periods shall count towards meeting the requirement for alternative work, but this provision shall not be construed as providing any additional non-work break time.

**ARTICLE XXXVIII**

**CONFORMITY TO LAW**

A. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and any substitute action shall be subject to appropriate consultation and negotiation with the Union.

B. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

**ARTICLE XXXIX**

**JOB SECURITY**

A laid off employee who is returned to service in the employee's former title or in a comparable title from a preferred list shall receive the basic salary rate that would have been received by the employee had the employee never been laid off up to a maximum of two (2) years of general salary increases.

No layoff shall be made except in accordance with the New York State Financial Emergency Act for the City of New York as amended.

Where layoff of permanent employees are scheduled, the following procedures shall be used:

1. Notice shall be provided to the Union not less than 20 days before the effective dates of such projected layoffs.
2. Within such 20 day period designated representatives of the employer will meet and confer with the designated representatives of the Union with the objective of considering feasible alternatives to all or part of such

scheduled layoffs. Including but not limited to (a) the transfer of employees to other agencies with retraining, if necessary, consistent with Civil Service Law but without regard to Civil Service title, (b) the use of Federal and State funds whenever possible to retain or reemploy employees scheduled for layoff, (c) the elimination or reduction of the amount of work contracted out to independent contractors and (d) encouragement of early retirement and the expediting of the processing of retirement applications.

#### **ARTICLE XL**

#### **ABSENCE WITHOUT NOTICE**

Employees who are absent for ten (10) consecutive workdays without notice shall be deemed to have resigned unless they have reasonable cause for failure to notify. The issue of the reasonableness of the cause and the penalty, if any, shall be subject to the grievance procedure.

#### **ARTICLE XLI**

#### **NO STRIKE PLEDGE**

The Union and the Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the programs and activities conducted by the Board. The Union therefore

agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work, by the employees covered by this Agreement, nor any instigation thereof.

## ARTICLE XLII

### FLEXIBLE SPENDING ACCOUNT

A flexible health care spending account shall be established pursuant to Section 125 of the IRS code after July 1993. Those employees eligible for New York City health plan coverage as defined on page 32, section 4(B) of the 1992 New York City Health Summary Program Description shall be eligible to participate in the account.

Participating employees shall contribute at least 260 dollars per year up to a maximum of \$1,000 per year. Said contribution minimum and maximum levels may be modified by the MLC Health Advisory Committee based on experience of the plan. Any unfunded balances may be deducted from final salary payments due an employee.

Expenses of the account shall include but not be limited to deductibles, co-insurance, co-payments, excess expenses beyond plan limits, physical exams and health related transportation costs for vision, dental, medical and prescription drug plans where the employee and dependents are covered. In no case will any of the above expenses include those non-deductible expenses as defined as non-deductible in IRS Publication 502.

An administrative fee of \$1.00 per week for the first year shall be charged for participation in the program. An employee's participation in the account is irrevocable during a plan year. At the close of the plan year any excess balance in an employee's account will not be refunded.

ARTICLE XLIII

ANNUITY FUND

Annuity Fund

A. Effective the first day of the 51<sup>st</sup> month of the *1995 MCMEA*, the parties agree to establish an annuity fund for all employees covered by the *1995 MCMEA*. To be eligible to receive this annuity, an employee must be in active pay status at any time during the period of the first day of the 15<sup>th</sup> month through the last day of the 26<sup>th</sup> month of the *1995 MCMEA*. To receive payment, said employee must also be in active pay status on the first day of the 51<sup>st</sup> month of the *1995 MCMEA*.

B. The employer shall pay into the fund on behalf of full-time per annum and full time per diem employees a daily amount of \$2 for each paid working day up to a maximum of \$522 per annum.

For school-based 12-month employees who work at the Board of Education, the employer shall pay into the fund a daily amount of \$2 for each paid working day up to a maximum of \$522. For school-based 10-month employees who work at the Board of Education, the employer shall pay into the fund a daily amount of \$2 for each working day up to a maximum of \$522 per annum.

For school-based employees who work part-time at the Board of Education, and for all other part-time employees who work less than the number of hours for their full-time equivalent title, the employer shall pay into the fund a daily amount of \$2 for each paid working day based on a prorated amount which is calculated against the number of

hours associated with their full-time equivalent title, up to a maximum of \$522 per annum.

For those employees who are appointed on a seasonal basis, the employer shall pay into the fund a daily amount of \$2 for each paid working day up to a maximum of \$522 per annum.

C. For the purpose of Section 6(a), the eligibility for payments set forth in Section 6(a)(ii) shall be based on working days between first day of the 15<sup>th</sup> month through the last day of the 26<sup>th</sup> month of the *1995 MCMEA*.

D. For the purpose of Section 6(a), excluded from paid working days are all scheduled days off, all days in non-pay status, and all paid overtime.

E. Contributions hereunder shall be remitted by the employer no later than 120 days after the first day of the 51<sup>st</sup> month of the *1995 MCMEA* to a mutually agreed upon annuity fund pursuant to the terms of a supplemental agreement to be reached by the parties subject to approval by the Corporation Counsel.

#### Additional Compensation Fund

Effective the first day of the 60<sup>th</sup> month, each Union shall have available funds not be exceed 1.52 percent to purchase recurring benefits, other than to enhance the general wage increases set forth in Section 4 or the hiring rate for new employees set forth in Section 5 of the *1995 MCMEA*. The funds available shall be based on the payroll, including spinoffs and pensions, as of the December 31, 1994 payroll.

**ARTICLE XLIV**

**WORKING FACILITIES**

Adequate, clean, structurally safe and sanitary working facilities shall be provided for all employees. Problems shall be referred to the safety committee for review. Any problems not resolved by the safety committee may be taken to advisory arbitration as provided for in the grievance procedure.

ARTICLE XLV

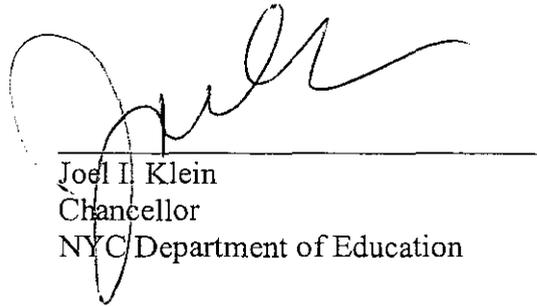
DURATION

This agreement shall be effective as of July 1, 2005, and shall continue in full force and effect until March 2, 2008.

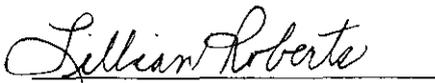
SIGNATORIES



Claude Fort  
President  
Civil Service Technical Guild  
Local 375, DC37, AFSCME



Joel I. Klein  
Chancellor  
NYC Department of Education



Lillian Roberts  
Executive Director  
District Council 37, AFSME

## APPENDIX

### Architectural, Engineering and Scientific Personnel

Administrative Architect I & II  
Administrative Engineer I & II  
Architectural Intern  
Architect  
Architectural Specialist  
Assistant Architect  
Assistant Chemist  
Assistant Civil Engineer  
Assistant Electrical Engineer  
Assistant Engineering Technician  
Assistant Mechanical Engineer  
Assistant Planner  
Assistant Project Coordinator  
Assistant Superintendent of Construction  
Assistant Supervisor of Electrical Installations  
Associate Chemist  
Associate City Planner  
Associate Engineering Technician  
Associate Graphic Artist

Chemist Trainee  
Chemist  
City Planner  
Civil Engineer  
Civil Engineering Draftsman  
Civil Engineering Intern  
Civil Engineer (Structural)  
Construction Manager

Draftsman

Electrical Engineer  
Electrical Engineering Draftsman  
Electrical Engineering Intern  
Engineering Specialist  
Engineering Technician  
Engineering Technician Support Aide  
Engineering Technician Trainee  
Engineer Specialist  
Estimator (Electrical)  
Estimator (Mechanical)  
Estimator (General Construction)

General Superintendent of Construction  
Graphic Artist

Illustrator

Junior Architect  
Junior Chemist  
Junior Civil Engineer  
Junior Electrical Engineer  
Junior Landscape Architect  
Junior Mechanical Engineer  
Junior Planner

Landscape Architect

Mechanical Engineer  
Mechanical Engineering  
Mechanical Engineering Draftsman  
Mechanical Engineering Intern

Planner  
Principal Chemist  
Principal Engineering Technician  
Principal Planner  
Project Coordinator

Senior Architect  
Senior Chemist  
Senior Civil Engineer  
Senior Civil Engineer (Structural)  
Senior Electrical Engineer  
Senior Engineering Technician  
Senior Estimator (Electrical)  
Senior Estimator (General Construction)  
Senior Estimator (Mechanical)  
Senior Graphic Artist  
Senior Illustrator  
Senior Landscape Architect  
Senior Mechanical Engineer  
Senior Painting Inspector  
Senior Planner  
Senior Project Coordinator

Superintendent of Construction

Supervisors, General Supervisors and  
Assistant Are Managers of School Maintenance

Assistant Area Manager of School Maintenance  
Chief Supervisor of Mechanical Installations  
General Supervisor of Building Maintenance (Construction)  
General Supervisor of Building Maintenance (Electrical)  
General Supervisor of Building Maintenance (Mechanical)  
General Supervisor of School Maintenance (Construction)  
General Supervisor of School Maintenance (Electrical)  
General Supervisor of School Maintenance (Mechanical)  
Supervisor of Electrical Installations  
Supervisor of School Maintenance (Construction)  
Supervisor of School Maintenance (Mechanical)  
Supervisor of School Maintenance (Electrical)  
Senior Supervisor of Mechanical Installations  
Supervisor of Building Maintenance (Construction)  
Supervisor of Building Maintenance (Mechanical)  
Supervisor of Building Maintenance (Electrical)

