

A G R E E M E N T

between

THE BOARD OF EDUCATION

of the

CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK

and

LOCAL 1180

COMMUNICATION WORKERS OF AMERICA

AFL-CIO

covering

Administrative Assistant	Senior Administrative Assistant
Administrative Assistant (IBM Equipment)	Personnel Assistant
Administrative Assistant (Secretarial)	Personnel Associate
Administrative Associate	District Business Officer
Principal Administrative Associate Levels I, II, III	Personnel Aide (CETA)
Computer Associate (Technical Support)	District Manager of Administration And Business Affairs

Clerk Grade 5

(serving in a position equated
to any of the foregoing titles)

January 1, 1983 - December 31, 1985

BOARD OF EDUCATION
OF THE
CITY OF NEW YORK

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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 Communications Workers of America; AFL-CIO (hereinafter referred to as the "Union").

WHEREAS, the Board has voluntarily endorsed the practices and procedures of collective bargaining as a 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 consonant 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 Practices 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 on April 9, 1969, had heretofore issued to the Union a Certificate of Exclusive Bargaining Status covering its employees in each of the following titles: Administrative Assistant, Administrative Assistant (IBM Equipment), Administrative Assistant (Secretarial), Administrative Associate, Clerk Grade 5 (serving in a position equated to any of the foregoing titles) and the Certificate has continued in effect; and

WHEREAS, the Board on April 8, 1970, had issued to the Union an amended Certificate covering its employees in to each of the foregoing titles and in addition thereto, its employees in each of the following titles: Senior Administrative Assistant, Personnel Assistant, Personnel Associate and Clerk Grade 5 (serving in a position equated to any of the foregoing titles) and;

WHEREAS, the Board on September 15, 1971, had issued to the Union an amended Certificate covering its employees in to each of the foregoing titles and in addition thereto, its employees in the title of District Business Officer; and

WHEREAS, by virtue of the 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 the Certificate; 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, in 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 therefore agreed as follows:

ARTICLE I

UNION RECOGNITION

1. 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 (hereinafter collectively referred to as "employees"):

Administrative Assistant	Senior Administrative Assistant
Administrative Assistant (IBM Equipment)	Personnel Assistant
Administrative Assistant (Secretarial)	Personnel Associate
Administrative Associate	District Business Officer
Principal Administrative Associate	Personnel Aide (CETA)
Levels I, II, III	District Manager of Administration And Business Affairs
Computer Associate (Technical Support)	

Clerk Grade 5

(serving in a position equated
to any of the foregoing titles)

(Except those employees in the titles specified above who work in the Offices 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.)

2. The terms of this Agreement will apply to part time employees only as specifically indicated herein. It is understood that part time employees will continue to receive those benefits they currently enjoy under the Board's present policy.

Part time employees are defined as part time per annum, hourly, per diem, per session and seasonal employees who work at least one-half the regular hours of full time employees in the same title.

The following provisions of this Agreement shall apply to part time employees:

Article II	(Fair Practices)
<u>Article VIII 2</u>	<u>(Welfare Benefits and Health Insurance)</u>
Article XVII	(Personnel Folders)
Article XIX	(Safety)
Article XX	(Garnishment)
Article XXI	(Complaint and Grievance Procedures)
Article XXII A,B,F,H	(Personnel and Pay Practices)
Article XXIII	(Identification Cards)
Article XXVII	(Check-Off and Agency Shop)
Article XXVIII	(Union Orientation Information)
Article XXXI	(Discussions with the Union)
Article XXXII	(Due Process Procedures)
Article XXXIII	(Conformity to Law-Saving Clause)
Article XXXIV	(No-Strike Pledge)
Article XXXVIII	(Duration)

3. 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 negotiation with the Union.

4. It is understood that all collective bargaining is to be conducted at Board headquarters level. There shall be no negotiation with the Union or any of its locals at any work location or with any other employee group or

organization at any other level.

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

6. 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 11

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

A. Normal Work Week

1. The regular work week 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 terminate 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.

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"; provided however, that "outdoor and field personnel" who, in the past had been entitled to shortened work day schedules but are not so 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 A 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 Sections 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

HOLIDAYS

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

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

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

If Christmas Day or New Year's Day falls on a 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.

ARTICLE V

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 the 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 pro-rating 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.

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 shall receive compensatory time off equivalent to the number of hours worked on the holiday.

D. Exclusion from Cash Payment

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 \$32,350 effective July 1, 1983, (\$33,968 effective July 1, 1984 \$35,909 effective July 1, 1985).

Thereafter the cap shall be adjusted by the average amount of the general salary adjustments authorized for employees in the Pay Plan for Managerial Employees. However, in no case shall the cap be less than the minimum salary rate of Level 1 of the Pay Plan for Managerial Employees.

Employees whose annual gross salary, including any overtime 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 signout procedures. The periodic time report shall be in such form as is required by the bureau.

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 not 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 sick 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 requirement for the above meal allowances.

ARTICLE VI

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.

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.

C. 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.

ARTICLE VII

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 VIII

WELFARE BENEFITS AND HEALTH INSURANCE

1. Effective January 1, 1983, the Board will continue to provide funds at the rate of \$450 per year on a pro rata basis per month for full-time per annum employees, on behalf of each employee, whether a member of the Union or not, who regularly works in any of the titles in this unit, for the purpose of making available welfare benefits for each such employee under a welfare plan established and administered pursuant to a supplemental agreement entered into between the Board and the Union.

Effective July 1, 1983 the Board will provide for such purpose, additional funds at the rate of \$75 per year on a pro rata basis per month for full-time per annum employees for a total of \$525 year. Effective July 1, 1984 additional funds at the rate of \$100 per year will be provided for a total of \$625. Effective July 1, 1985 further additional funds at the rate of \$50 per year will be provided for a total of \$675.

2. Effective January 1, 1983, the Board will provide funds at the rate of \$257.14 per year on a pro rata basis per month for part-time employees (part-time is defined as 17 1/2 hours per week for white collar employees and 20 hours per week for blue collar employees), on behalf of each employee, whether a member of the Union or not, who regularly works in any of the titles in this unit, for the purpose of making available welfare benefits for each such employee under a welfare plan established and administered pursuant to a supplemental agreement entered into between the Board and the Union.

Effective July 1, 1983 the Board will provide for such purpose, additional funds at the rate of \$42.86 per year on a pro rata basis per month for part-time employees for a total of \$300 year. Effective July 1, 1984 additional funds at the rate of \$57 per year will be provided for a total of \$357.

Effective July 1, 1985 further additional funds at the rate of \$29 per year will be provided for a total of \$386.

3. 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 trustee 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.

4. 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.

5. 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.

6. 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.

7. 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 petition for certification.

ARTICLE IX

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 an injury arising out of and in the course of his employment through no fault of his own, and in the proper performance of his 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 Board of Education procedure.

ARTICLE X

Annual Leave and Payment of Deceased Employee's Annual

Leave and Compensatory Time

1. A combined vacation, personal business, and religious 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 Number of Workdays</u>	<u>Monthly Accrual</u>
(a) From the beginning of the first year to completion of the seventh year	20	<u>D H M*</u> 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

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.

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>
<u>At the beginning of the employee's 1st year</u>	<u>1 day per month after the first 2 months</u>	<u>10 work days</u>
<u>At the beginning of the employee's 2nd year</u>	<u>1 day per month plus 1 additional day at the end of the 2nd year</u>	<u>13 work days</u>
<u>At the beginning of the employee's 3rd year</u>	<u>1 day per month plus 1 additional day at the end of the 3rd year</u>	<u>13 work days</u>
<u>At the beginning of the employee's 4th year</u>	<u>1.25 days per month</u>	<u>15 work days</u>
<u>At the beginning of the employee's 5th year</u>	<u>1 2/3 days per month</u>	<u>20 work days</u>

<u>Years In Service</u>	<u>Monthly Accrual</u>	<u>Annual Leave Allowance</u>
<u>At the beginning of the employee's 8th year</u>	<u>2 days per month plus one additional day at the end of the leave year</u>	<u>25 work days</u>
<u>At the beginning of the employee's 15th year</u>	<u>2 1/4 days per month</u>	<u>27 work days</u>

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.

4. 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.

5. 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 XI

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 5.41 of the Rules and Regulations for Administrative Employees (in effect as of July 1, 1967).

ARTICLE XII

PHYSICALLY DISABLED EMPLOYEES

A. In the case of an employee who is required to take a medical examination to determine if he 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, the Board shall offer him 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 title and if no suitable in-title posi-

tion 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 Workers Compensation Law or the Board's Rules and Regulations.

ARTICLE XIII

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 child care leaves of absence in accordance with the provisions of Section 61a of the Bylaws of the Board of Education.

ARTICLE XIV

TRANSFERS OF TIME AND LEAVE CREDIT

A. Transfer of Employees to Board

Upon transfer of a permanent employee to the Board from another agency which is subject to 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 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 credit shall be transferred to the records of the appointing agency.

ARTICLE XV

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 or 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 accumulated 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 time of retirement have no minimum guarantee of terminal 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.

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 or where an employee cannot be considered for an extension of service past the mandatory retirement age of seventy (70) because of budgetary considerations, the Board shall provide the monetary value of accumulated and unused annual leave and/or compensatory time allowances standing to the employee's credit in a lump sum.

ARTICLE XVI

PENSION AND RETIREMENT BENEFITS

1. Changes in the pension plans and retirement benefits of Administrative Assistant, Administrative Assistant (IBM Equipment), Administrative Assistant (Secretarial), Administrative Associate, Personnel Assistant Personnel Associate, Senior Administrative Assistant, District Business Officer, Personnel Aide (CETA), Clerk Grade 5 (serving in a position equated to any of the foregoing titles), District Manager of Administration and Business Affairs, Principal Administrative Associate Levels I, II, III and Computer Associate (Technical Support) who are members of the Board of Education Retirement System, and the eligibility requirements therefor, 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 negotiations on the matter.

ARTICLE XVII

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 folder and their written answer shall be attached to the evaluatory statement in the folder.

An employee shall be permitted to view his/her personnel 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 XVIII

EDUCATIONAL TRAINING

Effective July 1, 1978, a training fund contribution of twenty-five dollars (\$25.00) per annum shall be made to the Communications Workers of America 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 XIX

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 this Agreement. The management representatives 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 XX

GARNISHMENT

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

ARTICLE XXI

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 period of time not to exceed seventy-five (75) 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 above. Such grievances must be presented no later 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 prior 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 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. Offices and Bureaus

- (a) 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 approved employee, then the grievance shall be initiated at Step 1 with the next higher

ranking superior of the approved 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 in Article I.

- (b) If the grievance is not resolved at the first Step, the employee may then appeal within 15 work days of receipt of the decision at Step 1 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.

2. Community Superintendents' Offices

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

tion 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 work days 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 staff 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, 2, or 3 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 the Grievance Panel (Step 4)

A grievance which has not been resolved at the Step 3 level may then be appealed within 15 work days of receipt of the decision at Step 3 by the Union to a Grievance Panel. The Grievance Panel shall be composed of one representative of the Board, one representative of the Union and one other person selected by mutual agreement of the Board and the Union, who shall be the Chairman. A grievance shall be filed by submission to the Chairman of the Grievance Panel with copies to the other Panel members and to the Office of Labor Relations and Collective Bargaining of the Board of Education.

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

With respect to grievances which involve the application or interpretation of the provisions of this Agreement the Grievance Panel 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 By-laws, 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 Grievance Panel, 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, if the grievance is not resolved by unanimous agreement of the Panel members and the employee at the conference, then a report and majority recommendation of the Panel shall be transmitted by the Chairman to the Chancellor. No minority reports shall be transmitted by Panel members. Within ten school days after the date the report and recommendation are received by the Chancellor he shall indicate whether he will accept the Panel's recommendation. Unless the Chancellor disapproves the recommendation within ten school days after the date it is received by him the recommendation shall be deemed to be his decision.

A recommendation of the Panel 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 Panel he shall notify the aggrieved employee and the Panel of his decision.

ARTICLE XXII

PERSONNEL AND PAY PRACTICES

- A. The Board will recommend to the Comptroller of the City of New York that all regular paychecks of 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 the New York City Employees Retirement System or the Board of Education 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 years prior to the commencement of such proceedings for recoupment.

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 handwritten 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 proceeds from it.

ARTICLE XXIII

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 card 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 XXIV

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

B. An employee's annual leave shall be changed 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 1 above, notwithstanding, the Board may waive requirement for proof of disability unless an employee requests sick leave for more than three (3) consecutive work days.

ARTICLE XXV

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 XXVI

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 XXVII

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.

ARTICLE XXVIII

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 XXIX

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 in paragraph 1, provided however, that 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 XXX

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 XXXI

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 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.

ARTICLE XXXII

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 an employee of his/her choice in the unit.

ARTICLE XXXIII

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 XXXIV

CONFORMITY TO LAW - SAVING CLAUSE

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 XXXV

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 XXXVI

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 procedure 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 XXXVII

ABSENCE WITHOUT NOTICE

Employees who are absent for 20 consecutive work days 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 XXXVIII

DURATION

This Agreement shall be effective as of January 1, 1983, and shall continue in full force and effect until December 31, 1985.

SIGNATORIES

ROBERT F. WAGNER, JR.
President
Board of Education
of the City School District
of the City of New York

Date:

DONNA DOLAN
Director of Civil Service
Division
Communication Workers of
America, AFL-CIO

ARTHUR CHELIOTES
President
Local 1180
Communication Workers of
America, AFL-CIO