

Fact Sheet: July 9, 2019 Announcement on Provider Compensation

Summary:

- The Mayor and City Council Speaker announced a tentative contract agreement between early childhood providers, District Council 1707 Local 205, and the Day Care Council of New York.
- The agreement provides a pathway to pay parity between certified early childhood education teachers and entry-rate Department of Education salaries by October 2021.
- The agreement includes increased compensation for non-certified teachers and support staff, and health care cost reductions.
- The agreement is still tentative, as it is subject to a vote by Local 205 membership scheduled for August 1.
- This agreement will serve as a model for compensation for remaining certified early childhood education providers.

Who is impacted by the agreement?

Over 4,200 teachers and support staff who are members of District Council 1707 Local 205, once the agreement is ratified.

When will Local 205 members see their compensation increases, and through what method?

Once the agreement is ratified, the increases for certified teachers will be phased in over three years. The first increases will begin in October 2019, and the total increase will be effective by October 2021 (see the schedule of increases here). Non-certified teachers and support staff will get a 2.75% raise on October 1, 2021 and a ratification bonus of \$1,800! The DOE will amend the contracts of providers with Local 205 membership to reflect the changes in compensation.

Are Head Start teachers and staff who are members of DC 1707 Local 95 included in this agreement?

Are non-unionized teachers included in this agreement?

No, this agreement only applies to Local 205 members. However, the Local 205 agreement is a first step that will serve as the model for compensation for remaining certified early childhood education providers, including Head Start employees represented by Local 95 and non-unionized staff.

Does this affect what I pay my teachers now and what my FY20 budget should reflect?

As the current agreement with DC1707 Local 205 has not been ratified, and the specific impacts for remaining certified early childhood providers are still being determined, there are no immediate changes to teacher pay. All FY20 budgets should be submitted based on current policy. We will follow up with additional guidance when it becomes available.

What teacher and staff salaries should providers put in the budget section of the RFPs?

The DOE released guidance for proposers via HHS Accelerator on July 23. Please note that the budget template that contains proposed program costs is not scored as part of the RFP evaluation process and is not considered in the DOE's recommendations for award decisions.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "Agreement") is entered into this 3 day of July 2019 by and between the Day Care Council of New York ("DCCNY") and Local 205, Community and Social Agency Employees Union, District Council 1707, A.F.S.C.M.E., A.F.L.-C.I.O. ("Local 205"), extending the term of the October 1, 2016 through September 30, 2020 collective bargaining agreement between DCCNY and Local 205, through and including September 30, 2022, subject to the following modifications below:

1. Article III. Wage Rates.

Sec. 1. (a) is replaced with the following language:

A \$1,800 ratification bonus shall be paid to each post-probationary bargaining unit member active in Job Titles 8 through 56, excluding Job Titles 1 through 7 (certified group/lead teacher*) employed as of the ratification date of this Agreement. The ratification bonus shall be pro-rated for part-time employees in the bargaining unit, computed based on \$1,800 multiplied by the proportion of the employee's part-time schedule when compared to the regular full time schedule for that category or job title. The Employers will make good faith efforts to pay these ratification bonuses by October 1, 2019, subject to the Employer's receipt of adequate funding."

*** Definition of a Certified Group/Lead Teacher**

A certified group/lead teacher is defined by New York City health code Article 47 and New York State Education Law as an individual who holds either an Initial (also known as provisional) or Professional (also known as permanent) Birth-to-2nd Grade (B-2) teaching certification from the New York State Education Department.

Teachers with an Initial certificate may hold either a Bachelor's degree and are also working to complete their master's degree and state licensing requirements. These individuals must also have an approved study plan indicating that they are enrolled in school. Teachers with a Master's degree in early childhood education must have completed the state licensing requirements to be deemed permanently certified by the New York State Education Department.

A non-certified teacher is a teacher who does not have either the Initial nor Professional B-2 certification, which includes teachers with study plans, who are actively making progress toward obtaining their B-2 certification.

Sec. 1. (b) is replaced with the following language:

"Minimum Annual Rates shall be as set forth in Appendix A."

Appendix A is replaced with the attached table labeled Appendix A.

2. Article XI. Health, Safety and Welfare and Pension.

Sec. 4(C) Table 2 (MetroPlus Goldcare II) is replaced with the following table:

Tier	<u>Year 1</u> Dec. 1, 2016 to Sep. 30, 2017	<u>Year 2</u> Oct. 1, 2017 to Sep. 30, 2018	<u>Year 3</u> Oct. 1, 2018 to Sep. 30, 2019	<u>Year 4*</u> Oct. 1, 2019 to Sep. 30, 2020
Employee	N/A	N/A	\$95.82	\$86.53
Emp. & Child	N/A	N/A	\$157.24	\$142.00
Emp. & Spouse	N/A	N/A	\$204.12	\$184.34
Family	N/A	N/A	\$273.78	\$247.24

* Effective through September 30, 2020, subject to approval by the New York State Department of Financial Services.

Sec. 4 (C) has the following additional text and table inserted:

4. Summary of Group Health Benefits & Employee Co-Pays*

Plan Type	Goldcare I HMO*	Goldcare II HMO*
Hospital Network	12 H+H Hospitals plus Richmond University Medical Center and Staten Island University Hospital	Goldcare I Hospitals, plus additional selected hospitals.
In-Network General Plan Deduction	\$0	\$0
Preventive Care	\$0	\$0
PCP	\$10	\$15
Specialist	\$20	\$30
Diagnostic Test (x-ray, blood work)	\$0 in office or if "admitted" to a hospital. \$20/visit outpatient. \$100/visit in hospital.	\$0 in office or if "admitted" to a hospital. \$30/visit outpatient. \$100/visit in hospital.
Imaging (CT/PET scans, MRI)	\$0 in office or if "admitted" to a hospital. \$20/visit outpatient. \$100/visit in hospital.	\$0 in office or if "admitted" to a hospital. \$30/visit outpatient. \$100/visit in hospital.

Mental Health Outpatient	\$10	\$15
Urgent Care	\$25	\$50
ER	\$100	\$150
Outpatient surgery facility fee (e.g. ambulatory surgery center)	\$100	\$200
Hospital Admission	\$150	\$300
Prescription Drugs		
Generic – 30 days retail pharmacy	\$5	\$10
Brand	\$20	\$20
Non-formulary	\$50	\$50
Mail Order (90 day supply)	2.5x	2.5x

* Effective through September 30, 2020, subject to approval by the New York State Department of Financial Services.

3. Article XIX. Miscellaneous

Insert new Sec. 13 as follows:

A Labor Management Committee (the "LMC") shall be formed after July 1, 2019 to discuss further amendments and modifications to this Agreement. Without limitation, the LMC will evaluate and adopt changes to align the Agreement with city, state, and federal legal laws and regulations, as well as requirements of the funding sources (such as the NYC Department of Education) for positions in the bargaining unit.

The LMC shall examine and revise specific work rules and update all job descriptions for current job titles, e.g. to comply with new Department of Health and Mental Hygiene child care regulations. The LMC shall begin meeting no later than December 1, 2019, is expected to complete its responsibilities within 6 months thereafter, and shall determine the process for adoption and implementation of any changes to this Agreement.

4. Article XXI. Duration of Agreement

Amend Section (a) as follows:

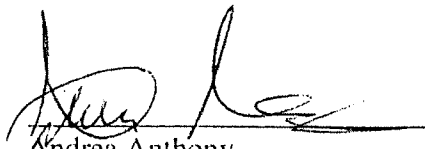
This agreement shall be in effect for the period from October 1, 2016 through and including September 30, 2022 and shall modify any other agreements between the parties covering all or part of the same term.

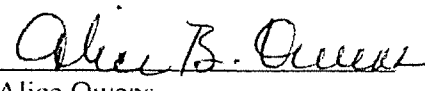
5. Ratification

This agreement is subject to membership ratification.

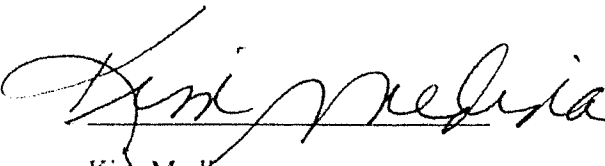
Agreed to this 3 day of July 2019.

Signed on behalf of the Day Care Council of New York:


Andrea Anthony
Executive Director


Alice Owens
Board member

Signed on behalf of District Council 1707, Local 205:


Kim Medina
Executive Director

Appendix A

	Job Title	7/1/2019	10/1/2019	10/1/2020	10/1/2021
1	Teacher/MA/Certified	47,858	53,581	62,295	68,652
2	Teacher /BA/Certified /w Student Teaching Credit	43,955	48,692	55,971	61,390
3	Teacher/BA/Certified	43,635	48,372	55,651	61,070
4	Beginning 2nd year of service	44,135	48,872	56,151	61,570
5	Beginning 3rd year of service	44,635	49,372	56,651	62,070
6	Beginning 4th year of service	45,135	49,872	57,151	62,570
7	Beginning 5th year of service	45,635	50,372	57,651	63,070
	Job Title	7/1/2019		9/30/2020	10/1/2021
8	Uncertified Teacher with any MA	43,953		44,320	45,539
9	Teacher II/BA NYS Evaluation	43,224		43,586	44,785
10	Teacher/Uncertified/BA/BS	35,306		35,601	36,580
11	Teacher/Uncertified - 90 credit	34,074		34,359	35,304
12	Teacher/Uncertified - 60 credit	32,973		33,249	34,163
13	Assistant Teacher/BA/BS	32,363		34,544	35,494
14	Assistant Teacher/BA - 60 credits including 24 in ED	31,452		33,572	34,495
15	Assistant Teacher/BA - 60 credits	30,831		32,909	33,814
16	Assistant Teacher/BA - 30 credits	29,744		31,749	32,622
17	Assistant Teacher/HS	29,250		30,755	31,601
18	Teacher Aide	29,250		29,835	30,655
19	Social Worker/MSW	45,517		45,898	47,160
20	Social Worker/MA	43,199		43,561	44,759
21	Infant Care Group Teacher	31,052		31,311	32,172
22	Infant Care Aide	29,250		29,835	30,655
23	Family Worker/Health Aide/BA	30,771		31,395	32,258
24	Family Worker/Health Aide - 90 credits	29,894		30,498	31,337
25	Family Worker/Health Aide - 60 credits	29,309		29,894	30,716
26	Family Worker/Health Aide - 30 credits	29,250		29,835	30,655
27	Family Worker/Health Aide/HS	29,250		29,835	30,655
28	Family Assistant/BA	33,852		34,535	35,485
29	Family Assistant - 60 credits	31,961		32,604	33,501
30	Family Assistant - 30 credits	30,810		31,434	32,298
31	Family Assistant/HS	29,855		30,459	31,297
32	Family Svcs. Coord/BA	35,373		36,075	37,067
33	Family Svcs. Coord - 60 credits	33,599		34,262	35,204
34	Family Svcs. Coord/HS	31,805		32,448	33,340

	Job Title	7/1/2019		9/30/2020	10/1/2021
35	Group Leader II/MA Ed./Certified	47,858		50,000	51,375
36	Group Leader II/MA Ed.	45,818		46,201	47,472
37	Group Leader II/BA/Certified	43,635		44,000	45,210
38	Group Leader II/BA/NYS Eval.	43,224		43,586	44,785
39	Group Leader I/BA	35,306		35,601	36,580
40	Group Leader I/Associates Degree	32,222		32,491	33,385
41	Group Leader I/HS Diploma	30,199		30,452	31,289
42	Assistant Group Leader/BA/BS	32,463		32,734	33,634
43	Assistant Group Leader - 60 credits	30,926		31,185	32,043
44	Assistant Group Leader - 45 credits or 30 w/6 mos exp	29,836		30,085	30,912
45	Assistant Group Leader/HS	29,250		29,835	30,655
46	Assistant Family Daycare Coordinator	30,225		30,830	31,678
47	Bookkeeper II/2 yrs exp.	32,677		33,321	34,237
48	Bookkeeper II/1 yr exp.	32,151		32,775	33,676
49	Bookkeeper II	31,585		32,209	33,095
50	Bookkeeper	30,025		30,610	31,452
51	Assistant Bookkeeper	29,250		29,835	30,655
52	Cook/Food handling course	29,250		29,835	30,655
53	Cook/without Food handling course	29,250		29,835	30,655
54	Assistant Cook	29,250		29,835	30,655
55	Maintenance Worker	29,250		29,835	30,655
56	Custodial Employee/Janitor	29,250		29,835	30,655
Employees regularly scheduled for more than 37.5 hours per week must receive an hourly rate that complies with federal and New York State minimum wage rates.					

AGREEMENT

between

**LOCAL 205,
COMMUNITY AND SOCIAL AGENCY
EMPLOYEES UNION, DISTRICT COUNCIL 1707, A.F.S.C.M.E.,
A.F.L.-C.I.O.**

and

DAY CARE COUNCIL OF NEW YORK, INC.

October 1, 2016 – September 30, 2020

9/15/2016

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AGREEMENT

By and between DAY CARE COUNCIL OF NEW YORK, INC. (hereinafter referred to as the "Council"), for and on behalf of those of its member Centers (hereinafter individually referred to as "Center" or "Employer") that have authorized the Council to represent them for the purposes of collective bargaining, and LOCAL 205, COMMUNITY AND SOCIAL AGENCY EMPLOYEES UNION, and DISTRICT COUNCIL 1707, A.F.S.C.M.E., AFL-CIO (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, the Union has been duly designated as the collective bargaining representative of the employees in the unit described below; and

WHEREAS, the Council and the Union are parties to a collective bargaining agreement which expired on September 30, 2014, and the parties having now reached agreement on a renewal and further amendment thereof.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I. RECOGNITION

Sec. 1. The collective bargaining unit covered by this Agreement consists of all full-time teachers, social workers, assistant teachers, family assistant teacher aides, family workers (health aide), family service coordinators, group leaders, assistant group leaders, and aides in after school programs; bookkeepers, assistant bookkeepers, assistant family day care coordinators, infant group leader, infant care aide, cooks, assistant cooks and custodial employees employed by the Centers in their Early Learn and Day Care programs, administered and funded by the New York City Administration for Children's Services, including any Early Learn Universal PreKindergarten ("Early Learn UPK"), or any subsequent program supplementing or replacing the foregoing, represented by the Council, and all part-time employees in the preceding categories who regularly work fifteen (15) hours per week or more. All other employees of the Centers, including specifically directors, assistant directors, administrative assistants, substitute teachers, special project employees, executives, supervisors, guards and part-time employees regularly working less than fifteen (15) hours per week, are excluded from the unit. Contingent on the City agreeing to fund, the parties shall meet to discuss and agree upon UPK teachers' wage rates, and participation in health and pension.

Sec. 2. Each Center recognizes the Union as the sole and exclusive collective bargaining representative of the employees in the collective bargaining unit as defined in Section 1 of this Article. The terms "employee" and "employees" shall, except as otherwise specifically indicated, mean employees within the collective bargaining unit and no others.

Sec. 3. Any new non-supervisory positions that are created in Day Care Programs will be covered by this collective bargaining agreement.

Sec. 4. During the term of this Agreement, a labor management committee comprising an equal number of Employer and Union representatives shall discuss the creation of a Local 205 hiring hall for Early Learn employees.

Sec. 5. Part-time Employees receive pro-rata benefits based upon regularly scheduled hours.

ARTICLE II. UNION SECURITY/CHECK OFF

Sec. 1. All employees in the bargaining unit who now are or who hereafter become members of the Union in good standing shall, as a condition of employment, maintain their Union membership in good standing during the term of this Agreement. All employees not now members of the Union in good standing and all new employees who are hereafter hired shall, as a condition of employment, become members of the Union in good standing thirty-one (31) days after the execution of this Agreement or upon completion of their probationary period, whichever is later. Tender by an employee of the initiation fee and the periodic dues uniformly required as a condition of membership in the Union shall constitute membership in the Union in good standing for the purposes of this provision. Within twenty (20) days after receipt of written notice from the Union that an employee has failed either to become a Union member or to maintain Union membership in good standing, the Center shall dismiss the employee; provided that if, during the twenty (20) day period, the employee pays or tenders the initiation, fee or dues owed, s/he shall not be discharged.

Sec. 2. Union initiation fees and monthly dues will be deducted by each Center from the pay of employees who have authorized such deductions in writing. The Center shall give written notice to employees upon hiring of the employee's obligation to join the Union by handing out an orientation package provided by the Union.

Sec. 3. Centers will deduct from wages of employees a P.E.O.P.L.E. deduction provided a written authorization is signed by an employee, and provided the Union pays the cost incurred by the Center for making the deduction.

Sec. 4. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Employer hereunder, provided that the Employer has complied with the provisions of this Article regarding the obtaining of written authorizations. The Union further indemnifies and holds the Employer harmless from any claims, actions or proceedings by any government agency arising from deductions made by the Employer for the Political Action Fund. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE III. WAGE RATES

Sec. 1. (a) A \$500 ratification bonus shall be paid to each post-probationary bargaining unit member employed as of the ratification date of this Agreement. The Employers will make best efforts to secure funding so as to pay these ratification bonuses on the second pay

date in October of 2016 and no later than the first pay date in November 2016 (still subject to the Employer's receipt of adequate funding).

(b) Minimum Rates shall be as set forth in the Appendix.

Sec. 2. Employees will be paid bi-weekly. The payday at each Center shall not be more than seven (7) calendar days after the end of the payroll period.

Sec. 3. If any additional funding is made available to the Employers for increases to the employees' wages then the Union shall have the right to reopen the contract for the purpose of negotiating new wage rates.

Sec. 4. Sections 5, 6, 7 and 8 below are suspended indefinitely until the parties are able to negotiate the implementation of some or all of these sections based upon additional money from the State or City being made available to the Employers for such increases. Notwithstanding the above, those employees who were eligible for a longevity differential(s) set forth in Sections 5, 6, 7, and/or 8 as of September 30, 2012 shall continue to receive such differential(s). Employees shall not receive any additional longevity differentials based on service on or after October 1, 2012.

Sec. 5. (a) All employees, other than New York State certified teachers, shall receive the following longevity differentials based upon completion of the required continuous years' service in New York City funded day care programs:

5 years of service.....	\$138
10 years of service - an additional.....	\$100
15 years of service - an additional.....	\$600

(b) These amounts are cumulative. Once a longevity differential is obtained it becomes part of the employee's total base wage and is subject to compounding based upon the contractual wage increases.

(c) Employees who become eligible for these longevity differentials shall receive such differential on January 1, or July 1, whichever is sooner after having attained the necessary years of experience.

Sec. 6. New York State Certified teachers with Bachelor of Arts degrees shall receive salaries as listed in Appendix A (and shall be ineligible for the Section 5 longevity differentials):

Sec. 7. (a) All Certified Teachers, other than Certified Teachers with BAs*, shall be eligible to receive a \$300 longevity differential per year for the first 4 years of teaching experience within the Center and for any related teaching experience outside the Center.

(b) Certified Teachers* shall receive the following longevity differential for all years of continuous service in New York City funded day care center programs provided that

the employee has been employed as a certified teacher for at least one full year prior to being eligible for the longevity increase differential:

5 years of service.....	\$200
6 years of service - an additional.....	\$600
10 years of service - an additional.....	\$200
13 years of service - an additional.....	\$500
15 years of service - an additional.....	\$200

(c) These amounts are cumulative. Once a longevity differential is obtained it becomes part of the employee's total base wage and is subject to compounding based upon the contractual wage increases.

(d) These differentials shall be paid on either January 1 or July 1, whichever is sooner, after completion of the required years of service.

Sec. 8. (a) In applying Sections 5 and 7, an employee shall be deemed to have fulfilled the requirement of continuous service provided the employee upon transferring from one New York City funded day care program to another does not have any employment during the interim period and the employee commences employment with the new day care center within 30 days from the date of last employment with the day care center.

(b) Employees on leaves of absence of more than thirty (30) days shall not be given credit toward longevity increases for the time they are on such leaves.

Sec. 9. All cooks, assistant cooks and custodial employees shall receive an allowance for uniforms in addition to their regular pay. This allowance shall be paid in four (4) equal installments of \$29.10 on the first day in each calendar quarter of the contract year. The uniform allowance for infant care workers, in effect on June 30, 2012, shall be continued. The employer shall have the right to prescribe the uniform to be worn.

Sec. 10. An assistant teacher temporarily assigned to the job of group teacher for a continuous period of more than one week shall receive a differential at the rate of \$3.00 per day beginning with the second week of such period. Beginning with the second week, assistant teachers with a B.A. shall be paid \$6.00 per day.

(a) Teacher aides assigned to a higher rated job category for a temporary period of time shall receive a differential of \$3.00 per day beginning with the first full day of work in a higher category.

(b) A non-teaching employee temporarily assigned to a higher-rated job for a continuous period of one full day or longer shall be paid for such work at the minimum rate payable in the higher-rated category.

Sec. 11. (a) Newly hired teachers shall be paid at the minimum rate for their category or job title until verification of their credentials has been completed. When verification has been completed, they shall be entitled thereafter to the applicable rate for their category or job title and shall also be paid the difference, if any, retroactive to the date of beginning of employment.

(b) Newly hired non-teaching employees shall be paid at the applicable hiring rate from the date of beginning employment.

Sec. 12 (a) Part-time employees shall be paid that proportion of the applicable contract rate for their category or job title that their scheduled weekly hours of work bear to the regular work week for their category or job title.

(b) For all hours worked by a part-time employee in excess of his/her regular part-time schedule and up to the regular work week for his/her category or job title shall be paid at the applicable contract rate for this category or job title.

ARTICLE IV. HOURS OF WORK

Sec. 1. Full-time employees are those who work no less than 35 hours per week. Full-time employees shall be paid the full contract rate for their category or job title.

Sec. 2. Teachers shall continue to receive one-half hour daily of free time, and other employees shall continue to receive one-half hour daily for lunch.

Sec. 3. All employees will be allowed one fifteen-minute break or rest period per day, to be taken at a time arranged in advance with the Director of the Center.

Sec. 4. Each Center shall have the sole right to determine the need for overtime and to require employees to work reasonable overtime as directed. Authorized overtime which results in the employee working in excess of the normal workweek, but not more than forty (40) hours shall be paid at the regular rate of pay. For all hours worked in excess of forty (40) hours, an employee shall be paid at a rate of time and one-half ($1\frac{1}{2}$) times their regular rate.

Sec. 5. (a) The daily work schedule of bookkeepers shall not be changed except on at least one week's notice. Except in case of emergency or other needs of the Center, the starting time for a bookkeeper shall be at the same hour each morning, subject to the notice of one week referred to in the preceding sentence.

(b) The bookkeeper at a Center will be consulted in connection with the fixing of the daily work schedule of the assistant bookkeeper.

Sec. 6. Good faith efforts will be made to rearrange schedules for employees to attend required educational courses needed for eligibility for advancement within the day care center whenever these courses are not otherwise available.

Sec. 7. Employees shall be paid for all hours of assigned work. Teachers will be paid for assigned work over 38 hours. Except that two (2) hours accumulated within the month may be used without additional compensation as in past practice. The two (2) hours may not be accumulated month to month.

Sec. 8. Meetings and Staff Development Training shall generally not be conducted during employees' breaks (i.e., one half-hour or one fifteen minute break daily). If meetings or training are scheduled during such breaks, employee will either be compensated for the loss of

the time at their regular hourly rate or will be granted an equivalent amount of break time during that day or within the payroll period as scheduled by the director. Meetings shall not be scheduled on holidays or weekends.

ARTICLE V. VACATIONS

Sec. 1. (a) Full-time employees shall accrue paid vacation days on a monthly basis, credited as of the first of the month following the month as to which it is earned, as follows:

Date of hire - 5 years of employment (15 days per year)

5+ years of employment (20 days per year)

(b) All employees employed as of June 30, 2012, and who continue to be employed by their same Sponsoring Board, shall accrue twenty (20) days of paid vacation per year.

Sec. 2. As of June 30 each year up to ten (10) accrued but unused vacation days may be carried over into the next fiscal year (July-June) to be used by December 31 of that year. A maximum of five (5) unused carried-over vacation days will be paid out at separation from employment.

Sec. 3. Employees shall submit requests for vacation in writing. Centers shall respond in a timely manner as to whether a request is granted or denied. Employees shall comply with the existing policy of each Center. Any withdrawal of a prior approval of an employee's vacation must be in writing and a reason for the actions stated.

Sec. 4. Employees shall receive vacation pay before the start of their vacations, but subject to the availability of funds (including accruals) for vacations beginning in July. The bookkeeper at each Center shall be advised by the Center Director of each employee's scheduled vacation at least one week before the beginning thereof.

Sec. 5. Upon separation from employment, unused vacation shall be paid to the employee except as limited by Section 2, above. Pay for earned and unused vacation shall, if the employee dies, be paid to the deceased employee's surviving spouse, child or children, parent or parents, next of kin or legal representative, in that order. Such payment by a Center to any such beneficiary shall constitute a complete discharge of the Center's obligation.

ARTICLE VI. HOLIDAYS

Sec. 1. The following shall constitute regular holidays with pay:

Martin Luther King's Birthday

President's Day

Memorial Day

4th of July

Labor Day

Thanksgiving Day

Friday after Thanksgiving
Day before Christmas
Christmas Day
Day before New Year's
New Year's Day

Sec. 2. If a holiday falls on a Sunday, employees shall be given the following Monday off with pay. If Memorial Day or the 4th of July falls on a Saturday, employees shall be given the preceding Friday off with pay. If a holiday other than the two mentioned in the preceding sentence falls on a Saturday, employees shall be entitled to equivalent time off within thirty (30) days thereafter, on a date fixed by agreement between the Center and the employee.

Sec. 3 If a holiday falls within an employee's scheduled vacation, it shall not be charged against his accrued vacation credits.

ARTICLE VII. SICK LEAVE, PERSONAL LEAVE, EMERGENCY LEAVE, AND BEREAVEMENT LEAVE

Sec. 1. (a) Full-time Employees shall accumulate sick leave with pay at the rate of three-quarter (3/4) working day per calendar month of service or nine (9) working days per year. Sick leave may be accumulated up to forty-eight (48) days, including current year's accrual. Sick leave is not intended to be used as additional time off or as a substitute for accrued vacation, established holidays, or personal days provided under this agreement. Sick leave is intended to provide paid leave for absences caused by reasons recognized by the New York City Earned Sick Time Act, as described in Section 5, below. Accrued sick leave is also intended to provide compensation for employees who cannot work due to periods of disability. Employees may be asked to verify the reason for the absence should the absence be for three or more consecutive work days and may be denied use of sick leave for unauthorized uses. Sick leave balances are not paid out when employment ends.

(b) Employees employed as of June 30, 2012 and continue to be employed by the same Sponsoring Board shall receive sick leave with pay at the rate of one (1) working day per month of service or twelve (12) working days per year. Sick leave may be accumulated up to forty-eight (48) days, including current year's accrual.

Sec. 2. Any full-time employee who reports to work and who works for two (2) hours or more but less than one-half day and then leaves because of illness will be paid his regular pay for one-half day and will be entitled to sick leave, if available, for the remainder of the day. Any full-time employee who reports for work and works more than one-half day and then leaves because of illness will be paid his regular pay for the full day without charge against sick leave.

Sec. 3. An employee who is absent for illness for three (3) or more days must present a doctor's note to the Center. Employees who have excessive or patterned absenteeism may be required to present a doctor's note whenever they are absent due to illness.

Sec. 4. A Center and its employees shall each comply with their rights and obligations under the Family and Medical Leave Act.

Sec. 5. The parties agree to waive the requirements of the New York City Earned Sick Time Act. However, employees may use sick time for any reason recognized by the Earned Sick Time Act.

(a) Employees may use sick time for the following reasons:

1. The employee's mental or physical illness, injury, or health condition;
2. The employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition;
3. The employee's need for preventive medical care;
4. The employee's elective surgery, including organ donations;
5. Care of a family member who needs medical diagnosis, care, or treatment of an illness, injury, or health condition, or who needs preventive medical care;
6. Care of a family member who has elective surgery, including organ donations;
7. Closure of employee's workplace due to a public health emergency (as declared by the Commissioner of the New York City Department of Health and Mental Hygiene or the Mayor);
8. The employee's need to care for a child whose school or child care provider is closed due to a public health emergency.

(b) The following individuals are recognized as an employee's family member:

1. Child (biological, adopted, or foster child; legal ward; child of an employee standing in loco parentis);
2. Grandchild;
3. Spouse;
4. Domestic partner, where the domestic partnership has been registered under Section 3-240 of the NYC Administrative Code;
5. Parent;
6. Grandparent;
7. Child or parent of an employee's spouse or domestic partner;
8. Sibling (including a half, adopted, or step sibling).

Sec. 6. Unless provided herein to the contrary, Temporary and Probationary employees will accrue Sick Leave after three months of employment.

ARTICLE VIII. EMERGENCIES, SHUTDOWNS AND RELOCATIONS

Sec. 1. If a Center is closed because of a local or Center declared emergency, employees will be paid for time off up to a maximum of two (2) days' pay. If a Center continues to be closed for more than two (2) days because of the emergency, the additional time off shall either be charged against the employee's vacation time or shall be taken as leave without pay at the option of the employee. A Center that is to be shut down because the premises are to be painted or renovated shall give notice thereof to its employees at least four (4) weeks in advance of the shut-down for that purpose; if such notice is given, any time off from work during the period of shut-down that employees are required to take shall be charged against their vacation time or shall be taken as unpaid leave, at the option of each employee.

Sec. 2. If a Center is shut down during an emergency declared to be such by the Mayor of the City of New York, the time shall not be charged against their vacation time. If a Center stays open and operates during such an emergency, those of its employees who work during the emergency are to receive additional equivalent time off.

Sec. 3. In case of a personal emergency, an employee shall be granted up to three (3) days of emergency leave per year, such leave to be charged against vacation time. To receive emergency leave, an employee must give reasonable advance notice to the Center, unless prevented from doing so by causes beyond his/her control. The Center may request proof of emergency.

Sec. 4. In the event that a Center whose employees are in the bargaining unit is shut down, a list of the names of the employees whose employment is terminated as a result thereof, shall be furnished by the Center to the Union; provided, however, that this shall in no sense create or connote any right to "bump".

Sec. 5. In the event of a permanent shut-down or relocation of a center, the Employer shall give the Union six (6) weeks' notice. In the event the City gives the Center less than six weeks' notice, the Employer shall give as much notice as possible.

Sec. 6. Six months before a Center's lease ends, the Center will establish a search committee in the event a relocation is necessary. The committee shall include at least one (1) Union member, to locate alternative space to house the Center.

Sec. 7. A grievance concerning the shut-down or relocation of a Center shall be initiated at step 3 of the grievance procedure.

ARTICLE IX. JURY DUTY

Employees called to serve as jurors shall continue to turn in to their Centers the checks they receive in payment for their services. They are to receive their full pay at regular rates for the time spent in jury service for the first five (5) weeks of jury service. Employees relieved

from jury service by 12:00 noon during any work day on which they are called to serve shall promptly report to work at their centers.

ARTICLE X. LEAVES OF ABSENCE

Sec. 1. *Maternity or Paternity Leave:*

Maternity or paternity leave without pay will be granted for up to one (1) year. Upon return from maternity or paternity leave, the employee shall be entitled to return to a comparable position (including rate of pay), but without service or seniority credit for the period of the leave. Parents of newly adopted children shall be entitled to the same leave time in accordance with NYS law.

Sec. 2. *Sabbatical Leave:* Teachers with five (5) years or more of continuous service with any one day care Center shall be eligible for a sabbatical leave without pay at the discretion of the Center. Such leave shall be granted on not less than six (6) months' advance notice and application by the teacher and shall be granted only if it is to be devoted to an educational program, that, in the judgment of the Center, fits into the policies and program of the Center. There shall not be more than one teacher on sabbatical leave at any time if the Center has ten or fewer teachers and not more than two teachers on sabbatical leave at any time if the Center has more than ten teachers. The period of sabbatical leave shall be fixed by mutual agreement between the Center and the teacher and shall be based on the educational program the teacher contemplates for the period of leave.

Sec. 3. In the event of death in an employee's immediate family, the employee will be given time off with pay, as follows: four (4) days off upon death of a parent, spouse, domestic partner, or child; and two (2) days off upon death of a brother, sister, or grandparents. Domestic partners shall be defined in accordance with New York City regulations.

Sec. 4. Leave without pay may be granted at the discretion of the Center, but leave without pay may not be granted until earned vacation has been used up. Vacation credits do not accrue during leave without pay.

Sec. 5. The Centers will comply with the requirements of the Family and Medical Leave Act.

ARTICLE XI. HEALTH, SAFETY AND WELFARE AND PENSION

1 The Day Care Council – Local 205, D.C. 1707 Welfare Fund (hereinafter, the "Fund") was established for the purpose of providing welfare benefits to eligible plan participants and dependents in accordance with, and subject to, the terms and provisions of the Fund's Trust Agreement and its Plan of Benefits, presently in effect and as amended from time to time. It is understood that the benefits the Fund intends to provide include medical and optical and dental benefits and that the rates of employee contributions set forth herein are subject to the Fund's plan of benefits.

2 Each bargaining unit employee eligible for coverage shall, absent election of other coverage or opt-out upon proof of alternate coverage, be enrolled in the Employee Only MetroPlus GoldCare I health coverage or its equivalent and the Employer shall make the payroll deductions set forth below for the employee's portion of the monthly premium payments for such coverage. Employees electing other plans or levels of coverage through the Fund as set forth below shall authorize the Employer to make payroll deductions to cover the employee's portion of the premium payment for such coverage.

3 The Fund shall provide healthcare plan enrollment forms to the Employer. The Employer shall forward completed healthcare plan enrollment forms to the Fund in a timely manner as required by the Fund.

Sec. 4 The Employer agrees to remit premium contributions to the Fund for each eligible employee covered by this Agreement who is enrolled in coverage and for whom the Employer has received funding for premium contributions from New York City. Such contributions shall be remitted to the Fund by the fifth day of the month for which it is attributed. In the event that the City fails or refuses to fund the entire amount of the Employer's share of the premium contributions, the Employer must immediately notify the Union and Fund, in writing, setting forth the shortfall and the city's explanation, if there is one, of the City's actions.

A. Effective December 1, 2016, the Fund's welfare benefit coverage will be provided by entering into separate agreements with "MetroPlus," and "EmblemHealth" or any other carrier as is needed in the discretion of the Trustees to provide benefits of any kind. It is contemplated that the Fund shall offer the following coverage, each having different benefit coverage and cost-sharing, as set forth in the Fund's plan of benefits:

1. MetroPlus Goldcare I
2. MetroPlus Goldcare II
3. EmblemHealth

All employees covered by this agreement who are eligible for health insurance are eligible to participate in MetroPlus Goldcare I and II. Only employees living outside New York City are eligible to participate in Emblem Health. Each offer of coverage shall have four tiers, setting forth the contribution rate associated with the specific level of coverage offered as follows:

1. Employee
2. Employee/Spouse
3. Employee/Child(ren)
4. Family

B. Only employees not eligible for coverage pursuant to the terms of this Agreement or those employees who are eligible to waive the coverage are exempt from the obligation to enroll in the coverage and authorize an appropriate payroll deduction. Employees waiving coverage must submit to the Fund proof in the form acceptable to the Fund

showing that the employee is then enrolled in creditable coverage through his/her spouse or otherwise and waives coverage provided by the Fund.

C. Contributions to the Fund

Employer Contributions

Subject to Section 4 of this Article the Employer shall contribute to the Fund the amount of premium (both the employer's share and the employee's share) that is necessary to provide each participant the coverage they have elected, which is currently contemplated to be as described below:

Employee Contributions

The Employer shall deduct and forward to the Fund the following employee monthly contributions, such deduction to be made equally from each payroll check, the amounts set forth below:

Employee contributions deducted for MetroPlus Goldcare II coverage and Emblem Health will increase each year by the percentage increase due to trend in the Funds' premium rates, for all four tiers. For example, if the Fund's rates increase by x%, Employee Contributions will increase by x%. The trend may differ between the two plans.

1. MetroPlus Goldcare I

Tier	Year 1*	Year 2	Year 3	Year 4
Employee	\$15	\$17.50	\$20	\$22.50
Emp. & Spouse	\$30	\$35	\$40	\$45
Emp. & Child	\$45	\$52.50	\$60	\$67.50
Family	\$60	\$70	\$80	\$90

2. MetroPlus Goldcare II

Tier	Year 1*	Year 2	Year 3	Year 4
Employee	\$89	TBD	TBD	TBD
Emp. & Spouse	\$150	TBD	TBD	TBD
Emp. & Child	\$189	TBD	TBD	TBD
Family	\$253.50	TBD	TBD	TBD

3. Emblem Health (or equivalent)

Tier	Year 1*	Year 2	Year 3	Year 4
Employee	\$100	TBD	TBD	TBD
Emp. & Spouse	\$169.10	TBD	TBD	TBD
Emp. & Child	\$212.36	TBD	TBD	TBD
Family	\$284.83	TBD	TBD	TBD

- * Commencing December 1, 2016

Sec. 5. Employees who regularly work or are regularly scheduled to work at least twenty (20) hours per week are eligible to participate in the Fund and receive insurance coverage, except that employees who regularly work or are regularly scheduled to work at least twenty (20) hours per week but fewer than thirty (30) hours per week are eligible only for MetroPlus Gold I coverage. The Employer shall make deductions and forward contributions for eligible employees after thirty (30) days of employment and employees shall begin to be covered as of the first day of the month after they have qualified for participation, provided that the employee has timely completed and submitted to the Employer the proper enrollment, election, and deduction authorization forms and provided the employer has timely forwarded such forms to the Fund. Absent timely completion and submission of such forms, the employee shall automatically be enrolled in Employee-Only coverage in the MetroPlus GoldCare I plan, as set forth in Section 1, above and the Employer shall forward the appropriate contributions to the Fund.

Sec. 6. Employees can elect not to participate in the Fund only after presenting proof of coverage under another health insurance policy. Such Employees will receive an annual payment of One Thousand Dollars (\$1000), payable by the employer in monthly installments. In the event such employee experiences a qualifying life event, as defined in IRS regulations, the employee shall be eligible to enroll in the Fund, based on the Fund's enrollment rules. Once the employee enrolls in the health plan he/she shall only be entitled to pro rata payments based on the number of months participation in the Fund was waived.

Sec. 7. The Day Care Council-Local 205, District Council 1707 Welfare Plan, established by trust agreement dated April 24, 1970, shall be continued in effect.

Sec. 8. Coverage under the New York State Disability Benefits Law shall be continued for all employees. The Centers shall continue to make the deductions from employees' salaries authorized by the provisions of the New York State Disability Benefits Law. Upon receipt by a Center of disability benefits payments from any insurance carrier pursuant to the Disability Benefits Law for any period of time for which the Center is obligated to pay an employee sick leave under this Agreement, the employee shall be credited with and the Center shall be obligated to grant additional sick leave equal to two-thirds of the amount of the benefits payments received by the Center, which additional sick leave shall be computed and made available promptly upon exhaustion by the employee of the sick leave to which s/he was entitled at the time that his/her absence because of illness began. The additional sick leave time shall be computed on the basis of the employee's rate of pay.

Sec. 9. (a) A joint Health and Safety Committee shall be established by the parties, composed of equal representatives of the Employer and the Union. The Committee shall meet as necessary to discuss and consider appropriate means of resolving health and safety issues.

(b) Any experts the Union may designate shall have access to all work places for the purpose of investigating and assessing allegedly hazardous working conditions. Such visit shall be made upon reasonable notice to the Employer and in a manner that minimizes disruption to the school or other workplaces.

Sec. 10 (a) The Employer will comply with all federal, state and local health and safety laws.

(b) The Employer will post all health and safety notices required by law.

Sec. 11. Employers will notify employees and the Union about all asbestos reports, plans and proceeds of which they have knowledge and will provide access to such documents.

Sec. 12 CIRS Pension and Life Insurance: Employers who have not already executed a participation agreement in the form required by the Cultural Institutions Retirement System (CIRS") shall do so. CIRS consists of the Cultural Institutions Pension Plan (the "Pension Plan"), the Cultural Institutions Savings Plan (the "Savings Plan") and the Cultural Institutions Group Life & Welfare Benefits Plan (the "Insurance Plan" and collectively, the "CIRS Plans"). Employers that have executed a participation agreement with CIRS shall offer eligible employees benefits according to the terms of the CIRS Plans. Each Employer participating in CIRS shall timely cooperate with CIRS to facilitate participation of all eligible employees in the CIRS Plans; this is to include distribution and submission of enrollment forms.

It is understood that the City of New York currently makes contributions to CIRS, an ERISA regulated plan, for all employees that are covered by this Agreement and are eligible to participate. Such contributions fund the benefits and pay for the administrative costs of the CIRS Plans. It is understood that effective October 1, 2016 CIRS may require an eligible employee hired on or after that date to make post-tax contributions to the Pension Plan. In that event the Employer shall make such deductions from employees' paychecks as required by CIRS and timely forward such deductions to CIRS. In the event that the City discontinues making contributions directly to CIRS' Pension Plan or Insurance Plan, the parties agree to reopen this agreement and commence negotiations solely about participation in the affected CIRS Plan. The rest of the CBA shall remain in effect. If the parties fail to reach agreement about the affected CIRS Plan, notwithstanding anything else herein to the contrary, upon 10 days' written notice to the other, the parties are free to engage in a strike or lock-out as the case may be.

In accordance with the rules of the Savings Plan it is understood that employee participation beginning January 1, 2017 will likely become voluntary. For employees hired on or after October 1, 2016, the Employer shall only make Savings Plan deductions if authorized in writing by the employee. Employees currently participating in the Savings Plan shall be presumed now and after January 1, 2017 to have authorized their participation and deduction of their contributions unless they have properly completed and submitted the forms required by

CIRS to opt-out of contributing to the Savings Plan. All new employees (those hired on or after October 1, 2016) shall have the right to opt-in and make contributions.

Deduction and forwarding of employee contributions by the employer shall be without cost or expense to the employee.

ARTICLE XII. TERMINATION AND RESIGNATION

Sec. 1 Discharge of an employee shall be for just cause. A copy of such notice shall be given to the Union Steward.

Sec. 2 An employee may not be suspended without pay for more than thirty (30) calendar days pending an investigation of alleged employee misconduct.

Sec. 3 An employee who resigns shall give written notice of resignation to the Director of his/her Center four (4) weeks in advance of the effective date of the resignation in the case of teachers and two (2) weeks in advance of the effective date of the resignation in the case of other employees. If an employee fails to give the required advance written notice of resignation, the employee will forfeit accrued unpaid vacation pay in an amount equal to the number of days by which the advance written notice falls short of the required notice.

ARTICLE XIII. UNION ACTIVITY

Sec. 1 There shall be no strike, stoppage, slow-down, picketing or other interference of any kind with the work of the Centers by the Union or by the employees covered by this Agreement. There shall be no lockout by the Centers of any of the employees covered by this Agreement.

Sec. 2 There shall be no union activity, including distribution of Union literature by employees or by Union representatives, during working time. Union material shall be posted on a separate bulletin board to be provided and designated by the Center.

Sec. 3 A Union representative shall have the right to enter the Center's premises for the purpose of administering this Agreement. Advance notice shall be given the Center of any such proposed visit. These visits shall not interfere with the performance by employees of their duties. A place for discussion of grievances or other Union business, if available on the premises, shall be provided by the Center.

Sec. 4 Upon request by the Union, up to five (5) employees in the entire bargaining unit shall be granted leaves of absence without pay for the purpose of attending to Union business for a period of up to one year. Such leave shall be renewable for one additional year.

Sec. 5 There shall be no unlawful discrimination for lawful Union activity.

Sec. 6 All mail addressed to the shop steward from the Union shall be forwarded to the steward promptly and unopened.

**ARTICLE XIV.
SUBSTITUTES, TRAINEES AND
TEMPORARY EMPLOYEES**

Sec. 1 Substitutes and trainees shall not be used by any Center for the purpose of displacing qualified permanent employees.

Sec. 2 When substitute or "extra" work is available at a Center, the assignment shall be offered in order of seniority to qualified, permanent, part-time employees. Part-time employees may work more than one (1) "time slot," up to the full-time daily schedule for the position, provided that such assignment shall be determined by the Director. The determination of the Director whether to use a part-timer will be subject to the grievance and arbitration procedure, but only on the issue of whether the Director's determination was arbitrary and capricious.

Sec. 3. A Temporary employee is one who is hired for a period of up to three (3) months and is so informed at the time of hire, and who is hired for a special project, to replace an Employee on leave or vacation, or to fill a vacant position for which the employer is actively recruiting but has not yet been able to fill. The said three (3) month period may be extended by the Employer with the written agreement of the Union for an additional three (3) months or less. Such Employee shall be a probationary employee during the period of temporary employment, except that Temporary employees will receive holiday pay in the same manner as regular Employees and after three (3) months, temporary employees will begin to accrue vacation and sick leave, beginning with the first day of the fourth month of employment. If, however, Temporary Employees are converted to a regular employee at any time during their period of temporary employment, or are hired within 30 days of ceasing to be a Temporary employee, their temporary service shall be credited toward the accrual of vacation and sick leave, their probationary period, the health and welfare waiting period and any waiting period for participation in the CIRS Plans.

Medical benefits shall commence after three (3) months of temporary employment, upon the first day of the fourth month of employment or as soon thereafter as permitted by the Fund, subject to the Employer and the employee submitting enrollment forms and making the appropriate contributions to the Fund to permit it to provide the benefit.

**ARTICLE XV.
GRIEVANCE AND ARBITRATION**

Sec. 1 A grievance is a dispute between the Union and the Center as to the interpretation or application of any of the terms of this Agreement or the asserted breach thereof, including the discharge of any employee. A grievance must be initially presented within thirty (30) calendar days after the facts giving rise to the grievance were discovered or should have been discovered.

Sec. 2. Grievances shall be handled in accordance with the following procedure:

Step 1: An employee together with his/her Union representative shall submit a grievance in writing to the employee's Center Director. The Director shall give his/her written decision thereon within thirty (30) calendar days after receipt of the written grievance.

Step 2: A grievance not resolved in Step 1 may, within thirty (30) calendar days after completion of Step 1, be submitted in writing by the Union or the Center to the Director of the Day Care Council's Labor Relations Assistance and Mediation Service for mediation. In the event the matter is not resolved via mediation efforts, the Director of the Labor Relations Assistance and Mediation Service shall notify both parties in writing that mediation efforts have been completed. The parties shall then have thirty (30) calendar days to submit the grievance to arbitration. If thirty (30) calendar days have passed after the grievance has been submitted to mediation but is not resolved, either party may notify the Director of Labor Relations in writing that it believes mediation has failed and may then submit the issue to arbitration within thirty (30) calendar days following the date of such written notice.

Step 3: A grievance not resolved in Step 2 may be submitted to arbitration to the American Arbitration Association in the City of New York under its then obtaining Voluntary Labor Arbitration Rules, unless the grievance involves a dispute which is not subject to arbitration under the terms of this Agreement. The fee and expenses of the arbitrator and the charges of the American Arbitration Association shall be borne equally by the parties. The award of the arbitrator shall be final and binding, except for proceedings to enforce or vacate the award as permitted by law.

Sec. 3 Requests for arbitration must be made by the party desiring it within thirty (30) calendar days after completion of Step 2, and shall be made in writing to the other party, with a copy to the Day Care Council's Labor Relations and Mediation Service, the Center involved, District Council 1707's designee, the designee of the local union involved, and to the American Arbitration Association specifying the issue or issues to be arbitrated. A grievance not submitted at any step of the grievance procedure or not submitted to arbitration in due time shall be deemed settled on the basis of the decision last given, if any, and further prosecution thereof shall in any event be barred. If a decision on a grievance is not given in due time, the grievance may be taken to the next step. After submission of a grievance to arbitration, the Center and the Union are encouraged to continue to seek to resolve the grievance. The time limit fixed for submission of the grievance to arbitration shall not be extended by any mediation efforts or discussions which may occur after completion of Step 2. However, upon written agreement of the parties, the time limits available to process the grievance at Step 1, 2 or for filing of arbitration may be extended

Sec. 4 Only the Union and any Center shall have the right to submit grievances to arbitration. Upon written agreement of the Union and the Center a grievance may be filed directly at Step 2, without waiting for resolution of the grievance at Step 1.

Sec. 5 No grievance settlement or arbitration award shall be retroactively effective to a date preceding the date on which the cause of the grievance first occurred or arose or to a date more than thirty (30) calendar days before the first written submission of the grievance, whichever is later.

Sec. 6 A Union representative, the grievant and up to two witnesses shall, if in the employ of the Center, be granted necessary time off with pay for the purpose of handling grievances. A grievant shall be granted time off with pay to attend a Step 3 hearing (arbitration hearing) if the grievant is still in the employ of the Center at the time of the hearing.

Sec. 7 If an employee is terminated or suspended without pay indefinitely, due to an allegation of child abuse, the Union may immediately grieve and arbitrate the disciplinary action in accordance with the grievance and arbitration provision of the collective bargaining agreement.

Sec. 8 Any contractual grievance arising out of the shutdown or relocation of a center shall be initiated at Step 2. Mediation shall be held and a decision tendered as soon as practicable. But if mediation is not held within five (5) calendar days, the Union has the option of referring the grievance to arbitration.

Sec. 9 The Union shall not file grievances or arbitrations against the Day Care Council of New York, Inc. as the Day Care Council is not a Center or an employer of the employees under the terms of this Agreement. Therefore, the Day Care Council of N.Y., Inc. assumes no legal liability for the actions of its member day care centers nor for their violations of the collective bargaining agreement. The Day Care Council of N.Y., Inc. acts as an agent for and on behalf of its members.

ARTICLE XVI. SAVINGS CLAUSE

Except as modified by or inconsistent with the terms of this Agreement, the present terms and conditions of employment of the employees covered by this Agreement shall be continued in effect as if made part of this Agreement.

ARTICLE XVII. MANAGEMENT RIGHTS

Each Center shall have the right to determine its program and educational policies, and to retrench and reorganize its activities and staff at its discretion, and such decisions are not to be subject to the grievance procedure or to arbitration. Subject to the terms of this Agreement, each Center shall also have the right to promulgate working rules and procedures; to hire, lay off, promote, assign duties to, transfer, discipline or dismiss employees; to carry out the customary functions of management; and to determine the extent and scope of each job and to make and change work assignments.

ARTICLE XVIII. SENIORITY

Sec. 1 Seniority is the length of an employee's continuous service in a single category or job title at one Center since the most recent date of hire; provided, however, that such service by an employee in the categories or job titles of teacher aide, assistant teacher and teacher; or assistant bookkeeper and bookkeeper; or assistant cook, cook, and custodian, shall be added together to determine the employee's length of service.

Sec. 2 Layoffs shall be made in order of seniority within a job classification, and recall from layoff shall be in inverse order of layoff, provided that the employee to be retained in

case of layoff or the employee to be recalled from layoff must be capable of doing the work available.

Sec. 3 Seniority, qualifications and the ability to perform the job shall be considered in making promotions to jobs within the bargaining unit. Job openings within a Center shall be posted for five (5) working days on bulletin boards in that Center to give interested employees an opportunity to apply.

Sec. 4 In the fixing of vacation schedules and the granting of leaves, preference shall be given on the basis of seniority, subject to the operational needs of the Center.

Sec. 5 An employee holding a part-time job at a Center shall be given preference over any non-employee for the purpose of filling a vacancy in a regular full-time job at the Center if the incumbent is qualified and has the ability to perform the job.

Sec. 6 Top seniority shall be given to one shop steward at each Center for the purpose of determining the order of layoffs.

Sec. 7 Seniority shall continue to accumulate during vacations, authorized periods of paid sick leave, and other leaves with pay. Seniority shall not accumulate, but shall be retained, during periods of leave without pay permitted under this Agreement, up to a maximum of twelve (12) months.

Sec. 8 An employee's seniority shall terminate for any of the following reasons:

- a. Discharge for cause.
- b. Layoff for a period of more than eighteen (18) months, provided that after the first 12 months, the employee notifies his/her Center every four (4) months as to whether he/she remains available for recall. Failure to so notify the Center shall extinguish the employee's recall rights.
- c. Failure to report to work without notice to the Employer for five (5) days, except for good cause shown.
- d. Absence without pay because of illness for one (1) year.
- e. Failure to return from layoff within five (5) working days after written notice of recall has been mailed to the last known address of the employee, except for good cause shown.
- f. Voluntary resignation.

Sec. 9 Employees shall have the right to be recalled to their former job classification for eighteen (18) months or the length of their employment, whichever is less, to the Center from which they were laid off.

Sec. 10 The Day Care Council will publish a monthly list of laid off employees and their job titles. The Union will be provided with the Day Care Job Opportunity Bulletin so that laid off employees can call the Union to receive such information.

ARTICLE XIX. MISCELLANEOUS

Sec. 1 The Employer shall have the right to create new jobs, to fill them, to classify them and to fix the rates of pay. If the Union objects, it may submit the issue to the grievance machinery, including arbitration.

Sec. 2 A joint committee consisting of an equal number of members designated by the Council and the Union shall formulate job descriptions for all categories or job titles covered by this Agreement not later than April 30, 2013. Once completed each employee shall be given a copy of his/her job description. The job descriptions shall be subject to revision as and when necessary by changes in job functions.

Sec. 3 The probationary period for all employees shall be three (3) months. Bookkeepers will be consulted in connection with the evaluation of probationary assistant bookkeepers, but their opinion shall be only advisory. The probationary period for any probationary employee may be extended for an additional period up to the length of the initial period, by mutual agreement in writing between the Center, the employee and the Union.

Sec. 4 The Employer will furnish to the Union a roster of the employees in the bargaining unit containing the name, job title, date of employment, social security number, current rate of pay and scheduled work week of each employee. During the term of this Agreement, the Employer will monthly provide the Union with a list of the names of employees added to or removed from the bargaining unit together with the information mentioned in the preceding sentence for each new employee

Sec. 5 Amounts payable by an employee to the CSAE Federal Credit Union will be deducted by the Employer from the pay of the employee if appropriate written authorization to make such deductions is received from the employee. Amounts so deducted shall be promptly remitted to the CSAE Federal Credit Union.

Sec. 6 An employee may, upon advanced, written application to his/her Center Director, review his/her personnel file which shall be available during normal office hours on non-working time. An employee may authorize, in writing, a shop steward to review his/her personnel file. This shall be limited to three times a year and when a grievance has been filed.

Sec. 7 The Council will promptly notify the Union of any training program for bargaining unit employees in the bargaining unit.

Sec. 8 In accordance with state law, employees shall be given reasonable time to cash their payroll checks.

Sec. 9 Upon request by the Employee, the Employer will request that DOH extend the time for completion of a study plan, if there has been an employee illness which prevents the employee from finishing the study plan as scheduled. The parties agree that DOH's decision

shall be final and binding. All teachers must receive NYS certification within five (5) years of their commencement of employment.

Sec. 10 Volunteers will not be used to permanently replace an employee on paid or unpaid leave.

Sec. 11 If an Employer receives any employee wage increases from New York City during the term of this Agreement, or while negotiations are pending for a new agreement, that Employer shall distribute that wage increase to eligible employees and shall provide any retroactive wages that are due to eligible employees. If there is a dispute as to whether eligible employees have received the increase, the Union shall contact the Day Care Council's Labor Relations and Mediation Service ("LRAS"), which shall assist with resolving the dispute. The Union may file a grievance about a wage increase dispute and such a grievance shall proceed first to mediation and then to arbitration as described in Article XV, Grievance and Arbitration, without regard to the time limit for filing a grievance at Step 1 or moving it to Step 2. The parties will disregard the time limit expressed in Article XV, Section 5 for limiting a remedy to 30 days before the filing of a grievance and any back pay award shall be retroactive to the wage increase effective date established by New York City. It is agreed that this Section is applicable to the City's cost of living increase granted effective July 1, 2015.

Sec. 12 Funds provided by New York City for the purpose of employee training or education shall be deposited in The Day Care Council – Local 205, D.C. 1707 Welfare Fund to be managed by the Fund's Trustees.

ARTICLE XX. NON-DISCRIMINATION

Sec. 1 The Centers and the Union shall not discriminate against any individual with respect to his/her hiring, compensation, terms or conditions of employment because of such individual's race, color, creed, age, gender, marital status, citizenship status, sexual orientation, national origin, change of sex, or disability, or any other characteristic protected by applicable law, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of his/her race, color, creed, age, gender, marital status, citizenship status, sexual orientation, national origin, change of sex, disability, or any other characteristic protected by applicable law. The parties to this Agreement further recognize, however, the primary jurisdiction of the various state and federal regulatory agencies insofar as claims of unlawful discrimination are concerned. In light of the foregoing, no "grievance" or "arbitration" as provided for elsewhere in this Agreement shall be permitted in instances of discrimination claims nor shall employees or the Union be obligated to exhaust the grievance and arbitration provisions in this Agreement before seeking redress through the courts or other governmental administrative agency.

Sec. 2 The Centers and the Union agree that there will be no unlawful discrimination by the Centers or the Union against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or support of the Union.

ARTICLE XXI. DURATION OF AGREEMENT

(a) This agreement shall be in effect for the period from October 1, 2016 to and including September 30, 2020. Should either party desire to terminate this Agreement or to make any changes to become effective after the date of expiration, it shall notify the other in writing of its desire to terminate or to propose changes not less than ninety (90) days prior to the date of expiration. The parties shall thereupon meet and negotiate with regard to any changes proposed. Upon notification by either party of its desire to terminate or make changes after the date of expiration, the Agreement shall continue in full force and effect during the negotiations for a successor agreement, except that either party may terminate the continuation of the Agreement upon twenty (20) days' written notice to the other party.

(b) Contract Reopener.

(ii) Except where already agreed to in this Agreement, all other terms and conditions in the Agreement shall not be subject to renegotiation during the term of the Agreement unless agreed to in writing by both parties.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers and representatives, have executed this Agreement.

DAY CARE COUNCIL OF NEW YORK, INC.

By: _____
President

By: _____
Executive Director

LOCAL 205, DISTRICT COUNCIL 1707
CSAEU, A.F.S.C.M.E., AFL-CIO

By: _____
President, Local 205

DISTRICT COUNCIL 1707, COMMUNITY
AND SOCIAL AGENCY EMPLOYEES
UNION, A.F.S.C.M.E., AFL-CIO

By: _____
Executive Director

APPENDIX A

	Job Title	12/31/2016	12/31/2017	12/31/2018	7/1/2019	9/30/2020
1	Teacher/MA/Certified	46,000	46,920	47,858	47,858	50,000
2	Teacher /Certified /w Student Teaching Credit; Uncertified Teacher with any MA	40,750	41,565	42,396	43,953	44,320
3	Teacher/BA/Certified	40,456	41,265	42,090	43,635	44,000
4	• Beginning 2nd year of service	40,956	41,765	42,590	44,135	44,500
5	• Beginning 3rd year of service	41,456	42,265	43,090	44,635	45,000
6	• Beginning 4th year of service	41,956	42,765	43,590	45,135	45,500
7	• Beginning 5th year of service	42,456	43,265	44,090	45,635	46,000
8	Teacher II/BA NYS Evaluation	40,075	40,877	41,694	43,224	43,586
9	Teacher/Uncertified/BA/BS	32,734	33,388	34,056	35,306	35,601
10	• Teacher/Uncertified - 90 credit	31,591	32,223	32,867	34,074	34,359
11	• Teacher/Uncertified - 60 credit	30,571	31,182	31,805	32,973	33,249
12	Assistant Teacher/BA/BS	30,766	31,383	32,013	32,363	34,544
13	• Assistant Teacher/BA - 60 credits including 24 in ED	29,900	30,500	31,112	31,452	33,572
14	• Assistant Teacher/BA - 60 credits	29,310	29,897	30,497	30,831	32,909
15	• Assistant Teacher/BA - 30 credits	28,276	28,843	29,422	29,744	31,749
16	Assistant Teacher/HS	27,391	27,941	29,250	29,250	30,755
17	Teacher Aide	24,219	26,325	29,250	29,250	29,835
18	Social Worker/MSW	42,201	43,045	43,905	45,517	45,898
19	Social Worker/MA	40,052	40,853	41,670	43,199	43,561

	Job Title	12/31/2016	12/31/2017	12/31/2018	7/1/2019	9/30/2020
20	Infant Care Group Teacher	28,789	29,365	29,952	31,052	31,311
21	Infant Care Aide	24,219	26,325	29,250	29,250	29,835
22	Family Worker/Health Aide/BA	29,582	30,167	30,771	30,771	31,395
23	Family Worker/Health Aide - 90 credits	28,743	29,309	29,894	29,894	30,498
24	Family Worker/Health Aide - 60 credits	28,178	28,743	29,309	29,309	29,894
25	Family Worker/Health Aide - 30 credits	27,183	27,729	29,250	29,250	29,835
26	Family Worker/Health Aide/HS	26,325	26,852	29,250	29,250	29,835
27	Family Assistant/BA	32,546	33,189	33,852	33,852	34,535
28	Family Assistant - 60 credits	30,713	31,337	31,961	31,961	32,604
29	Family Assistant - 30 credits	29,621	30,206	30,810	30,810	31,434
30	Family Assistant/HS	28,704	29,270	29,855	29,855	30,459
31	Family Svcs. Coord/BA	33,989	34,671	35,373	35,373	36,075
32	Family Svcs. Coord - 60 credits	32,292	32,936	33,599	33,599	34,262
33	Family Svcs. Coord/HS	30,576	31,181	31,805	31,805	32,448
34	Group Leader II/MA Ed./Certified	46,000	46,920	47,858	47,858	50,000
35	Group Leader II/MA Ed.	42,480	43,329	44,196	45,818	46,201
36	Group Leader II/BA/Certified	40,456	41,265	42,090	43,635	44,000
37	Group Leader II/BA/NYS Eval.	40,075	40,877	41,694	43,224	43,586

	Job Title	12/31/2016	12/31/2017	12/31/2018	7/1/2019	9/30/2020
38	Group Leader I/BA	32,734	33,388	34,056	35,306	35,601
39	Group Leader I/Associates Degree	29,874	30,472	31,081	32,222	32,491
40	Group Leader I/HS Diploma	27,999	28,559	29,250	30,199	30,452
41	Assistant Group Leader/BA/BS	30,098	30,700	31,314	32,463	32,734
42	Assistant Group Leader - 60 credits	28,673	29,246	29,831	30,926	31,185
43	Assistant Group Leader - 45 credits or 30 credits, w/6 mos. exp.	27,662	28,215	29,250	29,836	30,085
44	Assistant Group Leader/HS	26,796	27,332	29,250	29,250	29,835
45	Assistant Family Daycare Coordinator	29,055	29,640	30,225	30,225	30,830
46	Bookkeeper II/2 yrs exp.	31,449	32,053	32,677	32,677	33,321
47	Bookkeeper II/1 yr exp.	30,922	31,527	32,151	32,151	32,775
48	Bookkeeper II	30,396	30,981	31,585	31,585	32,209
49	Bookkeeper	28,348	28,894	30,025	30,025	30,610
50	Assistant Bookkeeper	25,194	26,325	29,250	29,250	29,835
51	Cook/Food handling course	25,038	26,325	29,250	29,250	29,835
52	Cook/without Food handling course	24,843	26,325	29,250	29,250	29,835
53	Assistant Cook	24,414	26,325	29,250	29,250	29,835
54	Maintenance Worker	25,038	26,325	29,250	29,250	29,835
55	Custodial Employee/Janitor	24,609	26,325	29,250	29,250	29,835

APPENDIX B – HOURLY EQUIVALENT*

Job Title		12/31/2016	12/31/2017	12/31/2018	7/1/2019	9/30/2020
1	Teacher/MA/Certified	23.59	24.06	24.54	24.54	25.64
2	Teacher/Certified w/ Student Teaching Credit / Teacher MA Uncertified	20.90	21.32	21.74	22.54	22.73
3	Teacher/BA/Certified	20.75	21.16	21.58	22.38	22.56
4	Beginning 2nd year of service	21.00	21.42	21.84	22.63	22.82
5	Beginning 3rd year of service	21.26	21.67	22.10	22.89	23.08
6	Beginning 4th year of service	21.52	21.93	22.35	23.15	23.33
7	Beginning 5th year of service	21.77	22.19	22.61	23.40	23.59
8	Teacher II/BA NYS Evaluation	20.55	20.96	21.38	22.17	22.35
9	Teacher/Uncertified/BA/BS	16.79	17.12	17.46	18.11	18.26
10	Teacher/Uncertified - 90 credit	16.20	16.52	16.86	17.47	17.62
11	Teacher/Uncertified - 60 credit	15.68	15.99	16.31	16.91	17.05
12	Assistant Teacher/BA/BS	15.78	16.09	16.42	16.60	17.71
13	Assistant Teacher/BA - 60 credits including 24 in ED	15.33	15.64	15.95	16.13	17.22
14	Assistant Teacher/BA - 60 credits	15.03	15.33	15.64	15.81	16.88
15	Assistant Teacher/BA - 30 credits	14.50	14.79	15.09	15.25	16.28
16	Assistant Teacher/HS	14.05	14.33	15.00	15.00	15.77
17	Teacher Aide	12.42	13.50	15.00	15.00	15.30
18	Social Worker/MSW	21.64	22.07	22.52	23.34	23.54
19	Social Worker/MA	20.54	20.95	21.37	22.15	22.34
20	Infant Care Group Teacher	14.76	15.06	15.36	15.92	16.06
21	Infant Care Aide	12.42	13.50	15.00	15.00	15.30

	Job Title	12/31/2016	12/31/2017	12/31/2018	7/1/2019	9/30/2020
22	Family Worker/Health Aide/BA	15.17	15.47	15.78	15.78	16.10
23	Family Worker/Health Aide - 90 credits	14.74	15.03	15.33	15.33	15.64
24	Family Worker/Health Aide - 60 credits	14.45	14.74	15.03	15.03	15.33
25	Family Worker/Health Aide - 30 credits	13.94	14.22	15.00	15.00	15.30
26	Family Worker/Health Aide/HS	13.50	13.77	15.00	15.00	15.30
27	Family Assistant/BA	16.69	17.02	17.36	17.36	17.71
28	Family Assistant - 60 credits	15.75	16.07	16.39	16.39	16.72
29	Family Assistant - 30 credits	15.19	15.49	15.80	15.80	16.12
30	Family Assistant/HS	14.72	15.01	15.31	15.31	15.62
31	Family Svcs. Coord/BA	17.43	17.78	18.14	18.14	18.50
32	Family Svcs. Coord - 60 credits	16.56	16.89	17.23	17.23	17.57
33	Family Svcs. Coord/HS	15.68	15.99	16.31	16.31	16.64
34	Group Leader II/MA Ed./Certified	23.59	24.06	24.54	24.54	25.64
35	Group Leader II/MA Ed.	21.78	22.22	22.66	23.50	23.69
36	Group Leader II/BA/Certified	20.75	21.16	21.58	22.38	22.56
37	Group Leader II/BA/NYS Eval.	20.55	20.96	21.38	22.17	22.35
38	Group Leader I/BA	16.79	17.12	17.46	18.11	18.26
39	Group Leader I/Associates Degree	15.32	15.63	15.94	16.52	16.66
40	Group Leader I/HS Diploma	14.36	14.65	15.00	15.49	15.62
41	Assistant Group Leader/BA/BS	15.43	15.74	16.06	16.65	16.79
42	Assistant Group Leader - 60 credits	14.70	15.00	15.30	15.86	15.99
43	Assistant Group Leader - 45 credits or 30 w/6 mos exp	14.19	14.47	15.00	15.30	15.43
44	Assistant Group Leader/HS	13.74	14.02	15.00	15.00	15.30
45	Assistant Family Daycare Coordinator	14.90	15.20	15.50	15.50	15.81

	Job Title	12/31/2016	12/31/2017	12/31/2018	7/1/2019	9/30/2020
46	Bookkeeper II/2 yrs exp.	16.13	16.44	16.76	16.76	17.09
47	Bookkeeper II/1 yr exp.	15.86	16.17	16.49	16.49	16.81
48	Bookkeeper II	15.59	15.89	16.20	16.20	16.52
49	Bookkeeper	14.54	14.82	15.40	15.40	15.70
50	Assistant Bookkeeper	12.92	13.50	15.00	15.00	15.30
51	Cook/Food handling course	12.84	13.50	15.00	15.00	15.30
52	Cook/without Food handling course	12.74	13.50	15.00	15.00	15.30
53	Assistant Cook	12.52	13.50	15.00	15.00	15.30
54	Maintenance Worker	12.84	13.50	15.00	15.00	15.30
55	Custodial Employee/Janitor	12.62	13.50	15.00	15.00	15.30

* Note: Hourly equivalent was calculated assuming 1,950 hours worked per year. Teachers scheduled for 38 hours a week should refer to the appropriate annual salary listed in Appendix A.

SIDE LETTER

The Parties agree:

1. “Center” generally means one site of employment as to layoff and recall.
2. Notwithstanding the above, where it already exists as a past practice before the effective date of this Agreement, an employee who has moved from one site to another operated by one sponsoring board has seniority from the date of hire with that employer.
3. This side letter is not intended to modify any practice to treat certified teachers as having seniority across multiple sites of one sponsoring board for the purposes of layoff and recall or to modify the practice of particular sponsoring boards that have applied seniority rights across multiple sites.

Settlement Summary
Cultural Institutions Retirement System Tentative Agreement
Between
District Council 37, AFSCME, AFL-CIO
District Council 1707, AFSCME, AFL-CIO
Council of Supervisors and Administrators
and the
Cultural Institutions Group and the Day Care Council of New York

1. The term of the agreement covers the period beginning **July 1, 2015 and concluding June 30, 2020.**
2. The employer contribution for the pension plan will be set at 11% for 2015 and 11.1% for 2016 through June 30, 2020.
3. **All CIRS pension benefits will remain unchanged for all current employees. The CIRS pension will remain noncontributory; the normal retirement age will remain at 62 years of age; the multiplier will remain at 2%; and the rule of 85 will continue for all active employees.**
4. Effective January 1, 2017 employees currently participating in the 401K savings plan may voluntarily choose to discontinue the 2% mandatory minimum 401K contribution. Employee contributions to the 401K savings plan will be voluntary.
5. **Effective October 1, 2016 a new Tier of pension benefits will be established for employees hired after October 1, 2016. (These benefit changes do not apply to current employees, only newly hired employees.)**
The normal retirement age will increase to 64.
The benefit multiplier will become 1.4% per year of credited service.
There will be a waiting period of one year before entering the pension plan, at which point benefit accruals and required employee contributions will commence.
There will be a tiered employee contribution as follows:

Minimum Wage	Maximum Wage	Employee Contribution
\$0	\$70,000	2.00%
\$70,001	\$100,000	2.50%
\$100,001	Max	3.00%

6. Employees hired after October 1, 2016 will not be required to participate in the 401K plan. They will not be required to make the previously mandatory 2% employee contribution. They may participate in the 401K on a voluntary basis.
7. The other terms and conditions of the current CIRS pension and CIRS benefits plans shall remain in full force and effect for the duration of the collective bargaining agreement except as modified by terms of this new collective bargaining agreement.