

AGREEMENT

between

The Board of Education

of the

City School District

of the

City of New York

and

Board of Education Employees, Local 372,  
District Council 37, American Federation of State,  
County and Municipal Employees, AFL-CIO

covering

JUNIOR SCHOOL NEIGHBORHOOD WORKERS

SCHOOL NEIGHBORHOOD WORKERS

SENIOR SCHOOL NEIGHBORHOOD WORKERS

PRINCIPAL SCHOOL NEIGHBORHOOD WORKERS

SCHOOL NEIGHBORHOOD WORKERS (TASK FORCE MONITORS)

COMMUNITY ASSISTANT

COMMUNITY ASSOCIATE

COMMUNITY COORDINATOR

March 3, 2010 – September 25, 2017

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	UNION RECOGNITION	3
II	FAIR PRACTICES	4
III-A	RATES OF PAY	5
III-B	LONGEVITY INCREMENT	12
IV	HOURS OF WORK	12
V	HOLIDAYS	13
VI	VACATIONS	13
VII	WELFARE FUND AND IN-SERVICE/CAREER TRAINING	15
VII-A	ANNUITY FUND	18
VIII	OPPORTUNITY FOR SUMMER WORK	20
IX	HEALTH INSURANCE	21
X	SICK LEAVE	21
XI	LEAVES OF ABSENCE	22
XII	LAYOFF AND RECALL	23
XIII	POLICY CONCERNING APPLICATIONS FOR POSITIONS IN OTHER WORK LOCATIONS	26
XIII-A	PROMOTIONAL OPPORTUNITIES	27
XIV	DAMAGE OR DESTRUCTION OF PROPERTY	28
XV	ASSAULT IN LINE OF DUTY	29
XVI	SAFETY	29
XVI-A	PAYMENT OF DEATH BENEFIT FOR EMPLOYEE WHO DIES FROM INJURY INCURRED IN COURSE OF EMPLOYMENT	30
XVII	COMPLAINT AND GRIEVANCE PROCEDURES	31
XVIII	DISCHARGE REVIEW PROCEDURES	36
XIX	PERSONNEL FOLDERS	36
XX	STORAGE OF EMPLOYEES PROPERTY	36
XXI	IDENTIFICATION CARDS	37

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
XXII	PAY PRACTICES	37
XXIII	INFORMATION AT THE SCHOOL	37
XXIII-A	BULLETIN BOARDS	37
XXIV	CHECK-OFF	38
XXV	CONSULTATION WITH UNION COMMITTEE	39
XXVI	UNION MEETINGS	39
XXVII	RESTRICTION ON UNION ACTIVITIES	40
XXVIII	MATTERS NOT COVERED	40
XXIX	CONFORMITY TO LAW -SAVING CLAUSE	40
XXX	COPY OF AGREEMENT	40
XXXI	NO-STRIKE PLEDGE	41
XXXII	DEFINITIONS	41
XXXIII	NOTICE -LEGISLATIVE ACTION	41
XXXIV	ABSENCE WITHOUT NOTICE	41
XXXV	DURATION	42
	SIGNATORIES	42

AGREEMENT MADE AND ENTERED INTO by and between THE BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEWYORK (hereinafter referred to as the "BOARD") and BOARD OF EDUCATION EMPLOYEES LOCAL 372, District Council 37, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "UNION").

WHEREAS the Board has voluntarily endorsed the practices and procedures of collective bargaining as 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 and pursuant the provisions of the Public Employees Fair Employment Act (Chapter 392 of the Laws of 1969), in a secret ballot election conducted among employees in the titles of Junior School Neighborhood Worker, School Neighborhood Worker, to determine which labor organization they wished to represent them in collective bargaining with the Board, the Union received a majority of votes and the Board issued a Certificate of Exclusive Bargaining Status to the Union on August 23, 1972; and

WHEREAS pursuant to the Statement entitled Policies and Practices with Respect to Representation of Pedagogical and Civil Service Employees for Purposes of Collective Bargaining with the Board of Education, adopted by the Board of Education (hereinafter referred to as the "Board") on March 8, 1962, the union filed with the Chancellor a request for certification as bargaining representative of all Board employees employed in

the titles of Community Associate and Community Coordinator and after complying with the above mentioned policy, the Board certified on November 29, 1982 the Union as a collective bargaining agent for these titles.

WHEREAS an agreement heretofore entered into by and between the parties expired on March 2, 2010 and

WHEREAS the Board and its designated representatives have met with the representatives of the Union and fully considered and discussed with them in behalf of the employees in the bargaining unit, changes in salary schedules, improvement in working conditions, and machinery for the presentation and adjustment of certain types of complaints; it is agreed as follows:

## ARTICLE I

### UNION RECOGNITION

The Board recognizes the Union as the exclusive bargaining representative of all employees employed in the titles of Junior School Neighborhood Worker, School Neighborhood Worker, Senior School Neighborhood Worker, Principal School Neighborhood Worker, Community Assistant, Community Associate, and Community Coordinator. These persons and each of them are hereinafter referred to variously as "employees" or "employee," as "employees (or employee) in the bargaining unit," or "employees (or employee) covered by this Agreement," or "School Neighborhood Worker" or "School Neighborhood Workers" or "Community Assistant" or "Community Associate" or "Community Coordinator".

During the term of this Agreement should the Board employ a new title or category of employees having a community of interest with employees in an existing bargaining unit described herein, employees in such new title or category shall be included within the existing unit, and upon request of the Union the parties shall negotiate the terms and conditions of employment for such new title or category of employees; but nothing contained herein shall be construed to require re-negotiations of terms and conditions of employment applicable to employees in the existing bargaining unit as a result of the Board's redesignation of the title or category of employees in the unit.

Nothing contained herein shall be construed to prevent any Board official from meeting with any employee organization representing employees in this bargaining unit 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 with negotiation with the Union.

It is understood that all collective bargaining is to be conducted at Board headquarters level. There shall be no negotiation with the Union or with any other employee group or organization at the school or any other level.

Nothing contained herein shall be construed to prevent any individual employee from (1) informally discussing a complaint with his/her immediate supervisor (2)

processing a grievance in his/her own behalf in accordance with the complaint and grievance procedure hereinafter set forth in Article XVII.

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

## ARTICLE II

### FAIR PRACTICES

The Union agrees to maintain its eligibility to represent 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 without 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-A  
RATES OF PAY

A. <u>Rates of Pay</u>	<b>Effective 03/03/10</b>				
	Hired Prior To 7/1/1984	Hired Between 7/1/1984 - 7/1/1985	Hired Between 7/1/1985 - 6/30/1986	Hired Between 7/1/1986 - 3/2/2008	Hired (1st 2 Years) After 3/2/2008
Jr. School Neighborhood Worker without H.S. Diploma	\$29,764	\$29,695	\$29,581	\$29,422	\$25,584
with H.S. Diploma	\$30,710	\$30,684	\$30,613	\$30,514	\$26,534
School Neighborhood Worker	\$35,762	\$35,762	\$35,762	\$35,762	\$31,097
Sr. School Neighborhood Worker	\$42,521	\$42,521	\$42,521	\$42,521	\$36,975
Principal School Neighborhood Worker	\$47,181	\$47,181	\$47,181	\$47,181	\$41,027
Community Assistant					
Minimum	\$31,454	\$31,454	\$31,454	\$31,454	\$27,351
Maximum	\$35,482	\$35,482	\$35,482	\$35,482	
Community Associate					
Minimum	\$37,072	\$37,072	\$37,072	\$37,072	\$32,237
Maximum	\$53,649	\$53,649	\$53,649	\$53,649	
Community Coordinator					
Minimum	\$52,322	\$52,322	\$52,322	\$52,322	\$45,497
Maximum	\$70,628	\$70,628	\$70,628	\$70,628	
School Neighborhood Worker Task Force Monitor					
	\$35,058				\$30,485
	\$35,853				\$31,177
	\$37,831				\$32,897



**Effective 09/03/11**

	Hired Prior To 7/1/1984	Hired Between 7/1/1984 - 7/1/1985	Hired Between 7/1/1985 - 6/30/1986	Hired Between 7/1/1986 - 3/2/2010	(1st 2 Years) Hired After 3/2/2010
Jr. School Neighborhood Worker without H.S. Diploma	\$30,062	\$29,992	\$29,877	\$29,716	\$25,840
with H.S. Diploma	\$31,017	\$30,991	\$30,919	\$30,819	\$26,799
School Neighborhood Worker	\$36,120	\$36,120	\$36,120	\$36,120	\$31,409
Sr. School Neighborhood Worker	\$42,946	\$42,946	\$42,946	\$42,946	\$37,344
Principal School Neighborhood Worker	\$47,653	\$47,653	\$47,653	\$47,653	\$41,437
Community Assistant Minimum	\$31,769	\$31,769	\$31,769	\$31,769	\$27,625
Maximum	\$35,837	\$35,837	\$35,837	\$35,837	
Community Associate Minimum	\$37,443	\$37,443	\$37,443	\$37,443	\$32,559
Maximum	\$54,185	\$54,185	\$54,185	\$54,185	
Community Coordinator Minimum	\$52,845	\$52,845	\$52,845	\$52,845	\$45,952
Maximum	\$71,334	\$71,334	\$71,334	\$71,334	
School Neighborhood Worker Task Force Monitor					
	\$35,409				\$30,790
	\$36,212				\$31,489
	\$38,209				\$33,225

**Effective 09/03/12**

	Hired Prior To 7/1/1984	Hired Between 7/1/1984 - 7/1/1985	Hired Between 7/1/1985 - 6/30/1986	Hired Between 7/1/1986 - 3/2/2010	(1st 2 Years) Hired After 3/2/2010
Jr. School Neighborhood Worker					
without H.S. Diploma	\$30,363	\$30,292	\$30,176	\$30,013	\$26,098
with H.S. Diploma	\$31,327	\$31,301	\$31,228	\$31,127	\$27,067
School Neighborhood Worker	\$36,481	\$36,481	\$36,481	\$36,481	\$31,723
Sr. School Neighborhood Worker	\$43,375	\$43,375	\$43,375	\$43,375	\$37,717
Principal School Neighborhood Worker	\$48,130	\$48,130	\$48,130	\$48,130	\$41,852
Community Assistant					
Minimum	\$32,087	\$32,087	\$32,087	\$32,087	\$27,902
Maximum	\$36,195	\$36,195	\$36,195	\$36,195	
Community Associate					
Minimum	\$37,817	\$37,817	\$37,817	\$37,817	\$32,884
Maximum	\$54,727	\$54,727	\$54,727	\$54,727	
Community Coordinator					
Minimum	\$53,373	\$53,373	\$53,373	\$53,373	\$46,411
Maximum	\$72,047	\$72,047	\$72,047	\$72,047	
School Neighborhood Worker Task Force Monitor					
	\$35,763				\$31,098
	\$36,574				\$31,803
	\$38,591				\$33,557

**Effective 09/03/13**

	Hired Prior To 7/1/1984	Hired Between 7/1/1984 - 7/1/1985	Hired Between 7/1/1985 - 6/30/1986	Hired Between 7/1/1986 - 3/2/2010	(1st 2 Years) Hired After 3/2/2010
Jr. School Neighborhood Worker					
without H.S. Diploma	\$30,667	\$30,595	\$30,478	\$30,313	\$26,359
with H.S. Diploma	\$31,640	\$31,614	\$31,540	\$31,438	\$27,337
School Neighborhood Worker	\$36,846	\$36,846	\$36,846	\$36,846	\$32,040
Sr. School Neighborhood Worker	\$43,809	\$43,809	\$43,809	\$43,809	\$38,095
Principal School Neighborhood Worker	\$48,611	\$48,611	\$48,611	\$48,611	\$42,270
Community Assistant					
Minimum	\$32,408	\$32,408	\$32,408	\$32,408	\$28,181
Maximum	\$36,557	\$36,557	\$36,557	\$36,557	
Community Associate					
Minimum	\$38,195	\$38,195	\$38,195	\$38,195	\$33,213
Maximum	\$55,274	\$55,274	\$55,274	\$55,274	
Community Coordinator					
Minimum	\$53,907	\$53,907	\$53,907	\$53,907	\$46,876
Maximum	\$72,767	\$72,767	\$72,767	\$72,767	
School Neighborhood Worker Task Force Monitor					
	\$36,121				\$31,410
	\$36,940				\$32,122
	\$38,977				\$33,893

**Effective 09/03/14**

	Hired Prior To 7/1/1984	Hired Between 7/1/1984 - 7/1/1985	Hired Between 7/1/1985 - 6/30/1986	Hired Between 7/1/1986 - 3/2/2010	(1st 2 Years) Hired After 3/2/2010
Jr. School Neighborhood Worker					
without H.S. Diploma	\$31,127	\$31,054	\$30,935	\$30,768	\$26,755
with H.S. Diploma	\$32,115	\$32,088	\$32,013	\$31,910	\$27,748
School Neighborhood Worker	\$37,399	\$37,399	\$37,399	\$37,399	\$32,521
Sr. School Neighborhood Worker	\$44,466	\$44,466	\$44,466	\$44,466	\$38,666
Principal School Neighborhood Worker	\$49,340	\$49,340	\$49,340	\$49,340	\$42,904
Community Assistant					
Minimum	\$32,894	\$32,894	\$32,894	\$32,894	\$28,603
Maximum	\$37,105	\$37,105	\$37,105	\$37,105	
Community Associate					
Minimum	\$38,768	\$38,768	\$38,768	\$38,768	\$33,711
Maximum	\$56,103	\$56,103	\$56,103	\$56,103	
Community Coordinator					
Minimum	\$54,716	\$54,716	\$54,716	\$54,716	\$47,579
Maximum	\$73,859	\$73,859	\$73,859	\$73,859	
School Neighborhood Worker Task Force Monitor					
	\$36,663				\$31,881
	\$37,494				\$32,603
	\$39,562				\$34,402

**Effective 09/03/15**

	Hired Prior To 7/1/1984	Hired Between 7/1/1984 - 7/1/1985	Hired Between 7/1/1985 - 6/30/1986	Hired Between 7/1/1986 - 3/2/2010	(1st 2 Years) Hired After 3/2/2010
Jr. School Neighborhood Worker without H.S. Diploma	\$31,905	\$31,830	\$31,708	\$31,537	\$27,423
with H.S. Diploma	\$32,918	\$32,890	\$32,813	\$32,708	\$28,442
School Neighborhood Worker	\$38,334	\$38,334	\$38,334	\$38,334	\$33,334
Sr. School Neighborhood Worker	\$45,578	\$45,578	\$45,578	\$45,578	\$39,633
Principal School Neighborhood Worker	\$50,574	\$50,574	\$50,574	\$50,574	\$43,977
Community Assistant Minimum	\$33,716	\$33,716	\$33,716	\$33,716	\$29,318
Maximum	\$38,033	\$38,033	\$38,033	\$38,033	
Community Associate Minimum	\$39,737	\$39,737	\$39,737	\$39,737	\$34,554
Maximum	\$57,506	\$57,506	\$57,506	\$57,506	
Community Coordinator Minimum	\$56,084	\$56,084	\$56,084	\$56,084	\$48,769
Maximum	\$75,705	\$75,705	\$75,705	\$75,705	
School Neighborhood Worker Task Force Monitor					
	\$37,580				\$32,678
	\$38,431				\$33,418
	\$40,551				\$35,262

**Effective 09/03/16**

	Hired Prior To 7/1/1984	Hired Between 7/1/1984 - 7/1/1985	Hired Between 7/1/1985 - 6/30/1986	Hired Between 7/1/1986 - 3/2/2010	(1st 2 Years) Hired After 3/2/2010
Jr. School Neighborhood Worker					
without H.S. Diploma	\$32,862	\$32,785	\$32,659	\$32,483	\$28,246
with H.S. Diploma	\$33,906	\$33,877	\$33,797	\$33,689	\$29,295
School Neighborhood Worker	\$39,484	\$39,484	\$39,484	\$39,484	\$34,334
Sr. School Neighborhood Worker	\$46,945	\$46,945	\$46,945	\$46,945	\$40,822
Principal School Neighborhood Worker	\$52,091	\$52,091	\$52,091	\$52,091	\$45,297
Community Assistant					
Minimum	\$34,727	\$34,727	\$34,727	\$34,727	\$30,197
Maximum	\$39,174	\$39,174	\$39,174	\$39,174	
Community Associate					
Minimum	\$40,929	\$40,929	\$40,929	\$40,929	\$35,590
Maximum	\$59,231	\$59,231	\$59,231	\$59,231	
Community Coordinator					
Minimum	\$57,767	\$57,767	\$57,767	\$57,767	\$50,232
Maximum	\$77,976	\$77,976	\$77,976	\$77,976	
School Neighborhood Worker Task Force Monitor					
	\$38,707				\$33,658
	\$39,584				\$34,421
	\$41,768				\$36,320

\*Employees who have received a high school diploma or a high school equivalency certificate

Upon completion of two years of service, an employee hired on or after March 3, 2010 shall be paid the indicated minimum for the applicable title in effect on the two year anniversary of the employee's original date of appointment to the title.

- B. District Council 37 Memorandum of Economic Agreement Incorporation in this Agreement

The 2010-2017 District Council 37 Memorandum of Economic Agreement entered into by the parties and effective as of March 3, 2010 is incorporated into this Agreement as applicable.

### ARTICLE III-B

#### LONGEVITY INCREMENT

1. Effective October 1, 1985, employees with 15 years or more of "City" or Board of Education service in pay status shall receive a longevity increment of \$500 per annum.
2. Effective July 1, 1990, employees receiving the Longevity Increment pursuant to Section II of the 1984-1987 Municipal Coalition Agreement shall receive an additional longevity increment of \$300 per annum. Employees who become eligible for the longevity increment on or after July 1, 1990 shall receive a longevity increment in the increased amount of \$800 per annum.
3. The rules for eligibility and applicability of the longevity increment described in subsection b, shall be set forth in an appendix to this agreement and shall be incorporated by reference herein.

### ARTICLE IV

#### HOURS OF WORK

- A. As of January 1, 1973, the annual rates of pay stated in Article III apply to those employees who are hired as annual employees and who work 35 hours per week and who are employed for the full calendar year. Employees who are employed for fewer than 35 hours per week and for less than a full calendar year shall be paid a salary prorated on the annual rates as indicated in Article III.
- B. Effective July 1, 1977, no hourly employees shall be employed in a title covered by this Agreement. For hourly employees employed from January 1, 1976 to June 30, 1977, the terms of the 1973-1975 Agreement applicable to hourly employees shall apply.

ARTICLE V

HOLIDAYS

Employees will be paid for all school holidays and all other regular school days on which their work locations are closed for special observance or emergencies pursuant to action of the Chancellor or the Community Superintendent. Employees newly hired on or after July 1, 2004 shall not be entitled to the Election Day "floating holiday".

ARTICLE VI

VACATIONS

A. Employees who shall accrue and utilize annual leave in accordance with applicable administrative regulations.

B. Annual Leave Allowance

Annual leave credits shall be earned during a calendar month, and the computation date shall be the first day of the following month. 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. A combined vacation, personal business and religious holiday leave allowance, known as "annual leave allowance," shall be established.

Effective July 1, 1991, the annual leave allowance for annual employees hired on or after July 1, 1985, shall be computed on the following basis, unless otherwise specified by collective bargaining agreements and special circulars issued by the Chancellor.

<u>Years in Service</u>	<u>Monthly Accrual</u>	<u>Allowance*</u>
At the beginning of the 1st year	1-1/4 days	15 workdays (3 weeks)
At the beginning of the 5th year	1-2/3 days	20 workdays (4 weeks)
At the beginning of the 8th year	2 days plus 1 additional day at the end of the leave year	25 workdays (5 weeks)



At the beginning of the 15th year      2-1/4 days                      27 workdays (5 weeks and 2 days)

\*Total after one full year at monthly accrual rate.

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

Beginning with the	Monthly Accrual	Annual Allowance
First Year	8:45 hours	15 work days
5th Year	9:20 hours	16 work days
6th Year	9:55 hours	17 work days
7th Year	10:30 hours	18 work days
8th Year	11:05 hours	19 work days
9th Year	11:40 hours	20 work days
10th Year	12:15 hours	21 work days
11th Year	12:50 hours	22 work days
12th Year	13:25 hours	23 work days
13th Year	14:00 hours	24 work days
14th Year	14:35 hours	25 work days
17th Year	15:45 hours	27 work days

C. School Neighborhood Workers/Task Force Monitors who were employed on January 9, 1985 shall earn annual leave at the rate of two days per month. Employees hired on or after January 10, 1985 and prior to July 1, 1985 shall earn annual leave as prescribed in the Rules and Regulations for Administrative Employees effective January 1982.

D. Effective July 1, 2004, employees shall receive four (4) additional annual leave days each year, which are to be used exclusively for the Christmas recess. Should the DOE determine that employees in this unit are needed to work during this time period, the designated annual leave days shall be banked for use during a time when schools are not

open for student attendance. The eight (8) days already earned for the 2004-05 and 2005-06 school years shall be banked for use during times when students are not in attendance.

## ARTICLE VII

### WELFARE FUND AND IN-SERVICE/CAREER TRAINING

Effective **March 3, 2010**, the Board will provide funds at the rate of **\$1,640** per year on a pro rata basis per month for full-time per annum employees, (prorated for part-time employees and further prorated for employees compensated on a monthly basis), 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 20 or more hours per week, 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.

From **July 1, 2014** through **June 30, 2015**, the Board will provide funds at the rate of **\$1,665** per year on a pro rata basis per month for full-time per annum employees, (prorated for part-time employees and further prorated for employees compensated on a monthly basis), 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 20 or more hours per week, 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. The \$25 per annum increase is in accordance with the 2014 Letter of Agreement between City of New York and the Municipal Labor Committee.

From **July 1, 2015** through **June 30, 2016**, the Board will provide funds at the rate of **\$1,690** per year on a pro rata basis per month for full-time per annum employees, (prorated for part-time employees and further prorated for employees compensated on a

monthly basis), 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 20 or more hours per week, 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. The \$25 per annum increase is in accordance with the 2014 Letter of Agreement between City of New York and the Municipal Labor Committee.

From **July 1, 2016** through **March 2, 2017**, the Board will provide funds at the rate of **\$1,715** per year on a pro rata basis per month for full-time per annum employees, (prorated for part-time employees and further prorated for employees compensated on a monthly basis), 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 20 or more hours per week, 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. The \$25 per annum increase is in accordance with the 2014 Letter of Agreement between City of New York and the Municipal Labor Committee.

From **March 3, 2017** through **June 30, 2017**, the Board will provide funds at the rate of **\$1,915** per year on a pro rata basis per month on behalf of each full-time per annum employee (prorated for part-time employees and further prorated for employees compensated on a monthly basis), whether a member of the Union or not, who regularly works in any of the titles in this unit for 20 or more hours per week, 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. The \$200 per annum increase is in accordance with the January 12, 2017 Letter of Agreement between City of New York and District Council 37.

Effective **July 1, 2017**, the Board will provide funds at the rate of **\$1,940** per year on a pro rata basis per month for full-time per annum employees, (prorated for part-time employees and further prorated for employees compensated on a monthly basis), 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 20 or more hours per week, 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. The \$25 per annum increase is in accordance with the 2014 Letter of Agreement between City of New York and the Municipal Labor Committee.

Effective **July 1, 2016**, there shall be a one-time payment to the Fund in the amount of **\$100** on behalf of each full time active and retired employee, who is receiving benefits on July 1, 2016, in accordance with the Letter of Agreement between the City of New York Office of Labor Relations and the Municipal Labor Committee dated February 19, 2016.

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 the District Council 37 Benefit Fund Trust. Such contributions shall be held by the trustees of that Trust for the exclusive purpose of providing through other trusteed funds welfare, training and legal services benefits for the employees so covered as well as any other benefits as the Board and the Union may agree upon. The Board shall continue to have the right to review and approve the distribution of funds to, and the level of, benefits provided by the Trust or individual funds.

Effective January 1, 1976, employees who have been separated from service subsequent to January 1, 1976, 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 provision 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.

ARTICLE VII-A

ANNUITY FUND

A. Effective June 1, 1999, the parties agree to establish an annuity fund for all employees covered by this Agreement.

B. Definitions

Covered Title: A title that is covered by this Agreement for whom the certified bargaining agent has executed a written election to be covered by the annuity fund provisions set forth in Section 6(a) of the 1995 MCMEA.

Scheduled Days Off: An employee's regular days off ("RDOs"). For example, Saturday and Sunday would be the scheduled days off for a full-time per annum employee working a Monday through Friday schedule.

C. One-Time Lump Sum Payment

1. To be eligible for said annuity fund payment, an employee must meet all of the following criteria:

(i) An employee must be serving in a title covered by this Agreement on June 1, 1999. Any employee who is not serving in a title covered by this Agreement on June 1, 1999, shall be ineligible for any annuity fund benefit or pro rata share thereof, regardless of prior service in a covered title. However, an employee serving in a covered title on June 1, 1999, shall have any service in either a covered or non-covered title during the qualifying period set forth in Section (c)(i)(3) deemed qualifying service.

(ii) An employee must be in active pay status on June 1, 1999.

(iii) An employee must have been in active pay status in either a covered or non-covered title during all or part of the period June 1, 1996 through May 31, 1997 (the "qualifying period").

2. Contributions on behalf of covered employees shall be remitted by the Board to a mutually agreed upon annuity fund no later than October 1, 1999, subject to the terms of this Agreement.

(i) The Board shall pay into the fund on behalf of covered full-time per annum

and full time per diem employees a daily amount of two (2) dollars for each paid working day up to a maximum of \$522 per annum.

- (ii) For covered employees who work less than the number of hours for their full-time equivalent title, the Board shall pay into the fund a daily amount of two (2) dollars for each paid working day based on a prorated amount which is calculated against the number of hours associated with their full-time equivalent title, up to a maximum of \$522 per annum.
- (iii) For those covered employees who are appointed on a seasonal basis, the employer shall pay into the fund a daily amount of two (2) dollars for each paid working day up to a maximum of \$522 per annum.
- (iv) For school-based 12-month employees who work at the Board of Education, the employer shall pay into the fund a daily amount of two (2) dollars for each paid working day up to a maximum of \$522.
- (v) For school-based 10-month employees who work at the Board of Education, the employer shall pay into the fund a daily amount of two (2) dollars for each paid working day up to a maximum of \$522 per annum.
- (vi) For school-based employees who work part-time at the Board of Education, and for all other part-time employees who work less than the number of hours for their full-time equivalent title, the employer shall pay into the fund a daily amount of two (2) dollars for each paid working day based on a pro-rated amount which is calculated against the number of hours associated with their full-time equivalent title, up to a maximum of \$522 per annum.
- (vii) The eligibility for payments set forth in this Section (c) shall be based on working days between June 1, 1996 and May 31, 1997.

D. For the purpose of Sections (c), excluded from paid working days are all scheduled days off, all days in non-pay status, and all paid overtime. "All days in non-pay status" as used in this Section (d) shall be defined as including, but not limited to, the following:

- 1. Time on preferred or recall lists;
- 2. Time on the following approved unpaid leaves;
  - (i) maternity/child care leave;

- (ii) military leave;
  - (iii) unpaid time while on jury duty;
  - (iv) unpaid leave for union business pursuant to Executive Order 75;
  - (v) unpaid leave pending workers' compensation determination;
  - (vi) unpaid leave while on workers' compensation option 2;
  - (vii) approved unpaid time off due to illness or exhaustion of paid sick leave;
  - (viii) approved unpaid time off due to family illness; and other pre-approved leaves without pay;
3. Time while on absence without leave;
- (i) time while on unapproved leave without pay; or
  - (ii) time while on unpaid suspensions.

B. In accordance with the letter of agreement between the City of New York and the Union dated August 2, 2017, effective March 3, 2017 there shall be an annual annuity payment of \$217 per annum for employees covered by this Agreement, pro-rated for part-time and hourly service at a rate of \$0.12 per hour (up to a maximum of \$217 per annum). This amount shall be increased by all future general wage increases.

## ARTICLE VIII

### OPPORTUNITY FOR SUMMER WORK

Employees can be employed in summer programs. Where employment in summer programs becomes available in their titles in the district, employees in the bargaining unit shall be given priority for employment upon application in order of seniority.

For the purpose of this Article, seniority is defined as length of service as an employee in title in the bargaining unit in the district.

Summer work shall be paid at the rates specified in Article III.

ARTICLE IX

HEALTH INSURANCE

The Board will provide employees covered by this Agreement who regularly work from September through June and who return to work the following September with health insurance coverage on a 12-month basis.

ARTICLE X

SICK LEAVE

1. Employees shall earn sick leave at the rate of one day's sick leave for each month of work during the year without limit. Sick leave may be used in units of one hour.

For employees newly hired on or after July 1, 2004, a maximum sick leave accrual of ten (10) days per annum for the first five (5) years of service shall apply. At the beginning of the sixth year of service, the maximum sick leave accrual shall be twelve (12) days per annum.

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

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

4. Employees whose sick leave allowance is exhausted shall have the right to apply to the Personnel Board to borrow against future sick-leave in accordance with applicable administrative regulations.

5. Information on accumulated sick leave will be given to each employee, in writing, once a year.



6. Employees serving in schools shall not suffer loss of sick leave days absence due to illness from the following children's diseases: rubeola (measles), epidemic parotitis (mumps), and varicella (chicken pox). It is understood that this paragraph does not apply to rubella (German measles).

ARTICLE XI  
LEAVES OF ABSENCE

1. Personal Illness

Employees with two (2) or more years of service who leave for reasons of illness shall, subject to approval of the Medical Board be entitled to return within one (1) year on the basis of seniority and shall regain the seniority and other rights they had before leaving including such accumulated sick leave as was not used for the illness from which they return. Any leave granted under this Section may, subject to approval of the Medical Board, be extended for a period of one (1) additional year. The Board shall make every effort to assign employees returning from an authorized leave of absence to their former job assignment no later than the start of the following school term.

2. Illness in the Immediate Family

Employees with two (2) or more years of service who leave for reason of illness in the immediate family shall be entitled to return within one (1) year of the basis of seniority and shall regain the seniority and other rights they had before leaving including such accumulated sick leave as was not used prior to the leave of absence. For the purpose of this paragraph the term "immediate family" includes a parent, child, spouse, or parent of a spouse or brother or sister residing in the employee's household. The Board shall make every effort to assign employees returning from an authorized leave of absence to their former job assignment no later than the start of the following school term.

3. Maternity Leave

An employee with two (2) or more years of continuous service who leaves for reasons of maternity shall be entitled to return on the basis of seniority within one (1) year and shall regain the seniority she had before she left and other rights she had before

leaving including such accumulated sick leave as was not used prior to the leave of absence.

Employees shall be covered by the regulations governing leaves of absence for maternity and/or child care for members of the administrative (non-pedagogical) staff. The Board shall make every effort to assign employees returning from an authorized leave of absence to their former job assignment no later than the start of the following school term.

4. All applications for leaves of absence within the provisions of this Article shall be forwarded to the Personnel Board for approval with proper medical documentation attached.

## ARTICLE XII LAYOFF AND RECALL

### A. Definitions

Seniority shall be defined as length of service as an employee in a position in the bargaining unit in the district, or for high schools, in the borough.

This Article shall not apply to Community Assistants, Community Associates, and Community Coordinators.

### B. Seniority List

A copy of the district seniority list by title, revised annually, shall be given to the Union representative and posted in each school in the district, or for high schools in each school in the borough.

### C. Layoff

In the event of layoff of employees in the bargaining unit because of lack of work or funds, the employee with the least seniority in title in the district, or in the case of high schools in the borough, shall be selected for layoff except that an employee who would otherwise be laid off on the basis of seniority may be retained only if and so long as he/she is performing duties which no other more senior qualified employee is able to perform.

### D. Bumping

An employee who is laid off shall have the right to be placed in a position in the next lower title provided there is a vacancy or an employee with less seniority in such lower title.

E. Recall

Recall of employees who are laid off because of lack of work shall be made to available positions in the bargaining unit in the district, or high schools in the borough, on the basis of greatest seniority in title except that: an employee with less seniority may be recalled if he/she is required to perform duties that a more senior qualified employee on a layoff is not able to perform.

F. Retention of Seniority

An employee in the bargaining unit who is laid off because of lack of work or funds and who is recalled within four years shall regain the seniority he/she had and shall be credited with the accumulated sick leave to which he/she was entitled at the time he/she was laid off.

An employee who is not recalled within four years shall be considered terminated.

G. Notice of Layoff

Employees and the Union will be given ten working days notice of layoff except for compelling reasons. The Union will be given twenty working days notice of a mass layoff at a school except for compelling reasons.

H. When two or more employees with an identical seniority date in the bargaining unit are scheduled for layoff or recall, a lottery drawing shall be held to determine selection of the employee to be laid off. The Union representative shall be present at the lottery drawing. Only one such lottery drawing shall be necessary to determine seniority for the list.

I. Exceptions to this Article, based on qualifications, shall have the prior approval of the Community Superintendent or for the High Schools of the appropriate Assistant Superintendent. Grievances arising out of such exception shall be appealable directly to Step 3 of the expedited grievance procedure. If a grievance arising from such exception is appealed to the Grievance Panel, such appeal shall take precedence over all other scheduled appeals.

J. If the Community Superintendent or the Executive Director of the Division of High Schools approves such exception specifically for the purpose of layoff or recall of a more or less senior employee that employee shall file a Step 3 grievance within two days of knowledge of that decision and the Board of Education shall schedule a hearing and

render a decision within four school days. If the Step 3 award is unsatisfactory to the employee, an arbitration hearing will be scheduled and a decision rendered within ten calendar days.

K. The determination of employees' qualifications for changes in personnel status of employees shall be made by school supervisors or the head of the school.

L. In the event of layoffs or a reduction in force due to a lack of work or lack of funds, the following procedures shall apply to Parent Coordinators in the Community Associate title:

1) The Union shall be notified not less than 30 calendar days in advance of any projected layoffs.

2) The Department of Education will meet and confer with the union representatives to discuss any feasible alternatives to layoffs.

3) In the event of layoffs, Parent Coordinators subject to layoff who previously served in a DC 37 represented DOE title shall be placed on a recall list in their previous title (except if the previous title was Community Associate) and shall be called for reinstatement in the order of their original date of appointment upon the occurrence of a vacancy in that title.

4) Parent Coordinators who do revert under this provision shall be treated, insofar as salary in the lower position is concerned, as if the years of service at the higher position had been served at the lower position, in addition to any time actually served at the lower position.

5) Such employee shall be treated, insofar as seniority in the lower position is concerned, as if the years of service at the higher position had been served at the lower position, in addition to any time actually served at the lower position.

6) Parent Coordinators who have been laid off shall have their names placed on a recall list and shall be interviewed for reinstatement upon the occurrence of a vacancy in their school.

7) The Department of Education shall make its best effort to consider Parent Coordinators who have been laid off and do not have an underlying DC 37 represented title for vacancies in which they are qualified.

ARTICLE XIII  
POLICY CONCERNING APPLICATIONS FOR  
POSITIONS IN OTHER WORK LOCATIONS

A. In Other Schools

Employees may apply for positions in their job classification in work locations other than the one in which they are serving. An employee with more than the equivalent of one school term of continuous service who applies in writing for an opening will be interviewed and, if deemed qualified, will be given preference over applicants outside the school system or employees on layoff for employment in another work location.

An "opening" is a vacancy created by the termination of a regularly employed employee or a new position in a newly-constructed work location. The determination of qualification for employment in a particular work location shall be made by the supervisor in charge of the work location.

In the event two or more employees are eligible for an opening, the employee with the earliest date of application will be given preference.

Exceptions to this Article based on qualifications must have the prior approval of the Director. Grievances arising out of such exceptions shall be appealable directly to Step 3 of the expedited grievance procedure. If a grievance arising from such exception is appealed to the Grievance Panel, such appeal shall take precedence over all other scheduled appeals.

B. All openings shall be posted for seven school days in all schools in the district and central headquarters offices.

Nothing in this Article shall prevent an employee who is eligible from applying for an assignment to a higher title.

C. Assignments in the School

Employees shall be given the opportunity to apply for any in title assignment which becomes available in the school in which they are serving. The senior qualified applicant in title shall be selected. A more senior applicant who is not selected shall, upon

request, be given the reasons in writing for not having been selected. For this purpose seniority is defined as length of service in the school.

D. School Neighborhood Workers may apply and will be considered for openings in the Community Assistant, Community Associate and Community Coordinator titles.

An "opening" is a vacancy created by the termination of a regularly- employed Community Assistant, Community Associate or Coordinator titled employee or a new position assigned to the work location or a position in a newly-constructed work location. The determination of qualification for employment in a particular work location shall be made by the supervisor in charge of the work location.

All openings shall be posted for seven school days in all schools in the district and central headquarters offices.

Nothing in Article XIII Section D shall prevent an employee employed as a Community Assistant or Community Associate from applying for an assignment to a higher title.

#### ARTICLE XIII-A

#### PROMOTIONAL OPPORTUNITIES

In the event a position above Junior School Neighborhood Worker becomes available in the district, or for high schools in that borough, or Central Headquarters offices, such position shall be posted for seven school days in all schools, in the district, or for high schools, in the borough, and the senior qualified applicant in the next lower title shall be selected.

In the event a position as Community Coordinator becomes available in the district, or for high schools in the borough, such position shall be posted for seven school days in all schools, in the district, or for high schools, in the borough, and the senior qualified applicant in the title of Community Associate shall be selected.

A senior applicant who is not selected shall, upon request, be given the reason for not having been selected.

Exceptions to this Article based on qualifications shall have the prior approval of the Community Superintendent, or for high schools, of the appropriate Assistant Superintendent. Grievances arising from such exceptions shall be appealable directly to Step 3 of the expedited grievance procedure. If a grievance arising from such exception is appealed to the Grievance Panel, such appeal shall take precedence over all scheduled appeals.

#### ARTICLE XIV

##### DAMAGE OR DESTRUCTION OF PROPERTY

The Board will reimburse employees for loss or damage or destruction, while on duty in a work location or district office, of personal property of a kind normally worn to or brought into a school or district office.

Employees will also be reimbursed for loss or damage or destruction, while on official duty on field assignments, of personal property of a kind normally worn or carried on duty when such loss results from force or violence reported to the police.

Reimbursement will be limited to a total of \$100 in any school year, will only be made when the employee has not been negligent and will be granted to the extent that such loss is not covered by insurance.

The term "personal property," shall not include cash. The terms "loss," "damage" and "destruction" shall not cover the effects of normal wear and tear and use.

ARTICLE XV

ASSAULT IN LINE OF DUTY

A. Disability Benefits

A leave of absence with pay and without charge to time allowance, for a period not to exceed one calendar year, shall be granted, subject to established administrative practices, upon the determination of the Chancellor that the employee has been physically disabled because of an assault made upon him/ her during the performance of his/her official duties.

B. Assistance in Assault Cases

1. Principals shall be required to report all cases of assault suffered by the employee in connection with their employment to the Executive Director of Personnel and to the Office of the Counsel.

2. The Office of the Counsel shall inform the employee immediately of his/her rights under the law and shall provide such information in a written document.

3. The Office of the Counsel shall notify the employee of its readiness to assist the employee as follows: by obtaining from police and from the principal relevant information concerning the culprits; by accompanying the employee in court appearances; and by acting in other appropriate ways as liaison among employee, police and the courts. This assistance is intended solely to apply to the criminal aspect of any case arising from such assault.

4. Should the Office of the Counsel fail to provide an attorney to appear with the employee in Family Court, the Board will reimburse the employee if he/she retains his/her own attorney for only one such appearance in an amount up to \$40.00.

ARTICLE XVI

SAFETY

Employees will be covered by the Safety Plan developed for the school and by the appeal procedures as described below.

A complaint by an employee that there has been a violation of the plan as to him/her may be made to the principal, orally or in writing, as promptly as possible.



The Principal shall render his/her decision within 24 hours after receiving the complaint.

If the employee is not satisfied with the decision of the Principal, he/she may appeal in writing as promptly as possible to the Community Superintendent or the Assistant Superintendent of high schools for the borough as may be appropriate.

The Community Superintendent or Assistant Superintendent of high schools for the borough shall render his/her decision in writing to the employee within 24 hours after receiving the appeal.

If the employee is not satisfied with the decision of the Community Superintendent or Assistant Superintendent, he/she may appeal in writing to the Chief Administrator of School Safety and request a hearing, as promptly as possible after receiving the decision of the Community Superintendent or Assistant Superintendent.

The Chief Administrator of School Safety shall render his/her decision in writing to the employee within 48 hours after receiving the appeal. If a hearing is requested, it shall be held within 48 hours and the decision shall be rendered within 48 hours after the close of the hearing. The decision of the Chief Administrator of School Safety shall be final and binding.

Where all employees in the school are affected, the Union may initiate a complaint on behalf of all employees.

#### ARTICLE XVI-A

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

In the event that an employee dies as a result of an injury arising out of and in the course of his/her employment sustained on or after January 1, 1971, because of an injury arising out of and in the course of his/her employment through no fault of his/her own, and in the proper performance of his/her duties as certified by the Workers' Compensation Division of the Law Department and the Chancellor, shall receive a payment of \$25,000 from funds other than those of the Board of Education Retirement System will be made, in addition to any other payment which may be made as a result of such death. Such payment

will be made to: a) the employee's widow or widower, if any; or if there be no widow or widower, b) the employee's child or children, if any, in equal shares; or if there be no children, c) the employee's estate.

Such payment shall be in addition to any other payment which may be made as a result of such death.

## ARTICLE XVII

### COMPLAINT AND GRIEVANCE PROCEDURES 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 matter 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 head of the school, a Union staff representative shall be permitted to meet with employees in the unit during their non-working time, within the school, for the purpose of investigating complaints and grievances, under circumstances which will not interfere with school activities. A Union staff representative or shop steward shall be permitted to investigate grievances and complaints during working time only if such grievances require inspection of working conditions at the school and the inspection does not interfere with the school neighborhood program or with school activities. When necessary, any employee in the unit who is a Shop Steward in the school in which the aggrieved employee is assigned will be given time off to represent the employee in the presentation of his/her grievance.

### INFORMAL COMPLAINT PROCEDURE

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

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 school or a Union staff representative.

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

### 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 not to exceed 75 days following the action complained of, present such complaint as a grievance in accordance with the provisions of this grievance procedure. 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 does not apply to complaints covering out-of-title work. Complaints covering out-of-title work are to be referred to the Executive Director of Human Resources or his/her designee.

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 superintendent or with such other Board official as may be appropriate.

Grievances arising from the action of officials other than the head of a school shall be initiated with and processed by such officials in accordance with the provisions of Step 2 of this grievance procedure.

#### Expedited Grievance Procedure

Grievances arising out of exceptions to seniority for layoff and recall shall be filed by the aggrieved employee within two days from knowledge of the decision and the Board of Education shall schedule a hearing and render a decision within four school days. If the grievance is not resolved at Step 3 the Union may file for arbitration and a hearing will be

scheduled and a decision rendered within ten calendar days.

Following is the procedure for presentation and adjudgment of grievances:

School Level (Step 1)

An employee shall initiate the grievance at Step 1 with the head of the school as the Board representative.

District Level (Step 2)

If the grievance is not resolved at the first step, the employee may then appeal the grievance within 15 school days after receipt of the decision at Step 1 to the Community Superintendent as the Board representative at Step 2 (for elementary and junior high schools) or to an Assistant Superintendent in the Office of High Schools or to the Executive Director.

Board Level (Step 3)

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

Representation

At each step, the employee may be accompanied by a Union representative and a Shop Steward 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 school or a Union staff representative, or both. At Steps 2 and 3 the Union representative may be a Union staff representative, or the Steward who represented the employee at Step 1, or both.

Conferences and Decisions

At each step of this grievance procedure, a conference shall be arranged by the Board representative, or his/her designee, with the aggrieved employee and his/her 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 conference held under this procedure. If the grievance is not resolved at the

conference, then a decision must be rendered by the Board representative. The decision at each step should be communicated to the aggrieved employee and his/her representative within the following time limits:

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

If a satisfactory resolution is not reached or if a decision is not rendered within the time limit at Step 1, 2 or 3, the grievance may be appealed by the Union to the next higher step of the grievance procedure.

#### APPEAL TO THE GRIEVANCE PANEL (STEP 4)

A grievance which has not been resolved by the Chancellor at Step 3 may then be appealed by the Union to the Grievance Panel, within 20 days after the receipt of the decision at Step 3.

The 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 Chairperson.

Any costs relating to the participation of the Chairperson shall be shared equally by the Board and the Union. The Panel shall set a hearing date for the appeal that is within 30 days following receipt of the appeal, and issue an award within 30 days following the close of the hearing.

Appeals involving exceptions to seniority based on qualifications shall take precedence over all other appeals.

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 Chairperson to the Chancellor. No minority report shall be transmitted by Panel members. Within ten school days after the date the report and recommendation are received by the Chancellor, he/she shall indicate whether he/she will accept the Panel's recommendation. Unless the Chancellor disapproves the recommendation within ten school days after the date it is received by him/her, the recommendation shall be deemed to be his/her 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/she shall notify the aggrieved employee and the Panel of his/her decision.

There shall be no taping by the Union's and/or the Board's advocates nor any other individual present at the arbitration hearing, without the mutual consent of the parties.

The provisions of the formal grievance procedure outlined above shall not be available for the use of employees with less than the equivalent of one school term of continuous service.

ARTICLE XVIII

DISCHARGE REVIEW PROCEDURE

It is the policy of the Board that the discharge of an employee should be based on good and sufficient reason and that such action should be taken by the supervisor having such authority only after he/she has given due consideration to the matter.

If an employee with more than the equivalent of one school term is discharged, he/she shall be given a written notice of discharge at the time of such action, except where circumstances warrant an immediate discharge, in which case such notice and reasons shall be given within two school days after such discharge. Such employee will also, upon his/her request, be afforded an opportunity for a prompt and careful review of the discharge in accordance with the provisions of the complaint and grievance procedure as stated in Article XVII of this Agreement, Such procedure will initiate at Step 2 of the expedited grievance procedure.

ARTICLE XIX

PERSONNEL FOLDERS

Employees shall be given 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.

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 action against the employee.

ARTICLE XX

STORAGE OF EMPLOYEES PROPERTY

Employees shall be provided with lockers and closets to store their personal belonging while working in a school or location.

ARTICLE XXI  
IDENTIFICATION CARDS

The Board shall furnish identification cards to all employees who have served continuously for three 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/her final paycheck until he/she has returned his/her identification card, or has submitted an appropriate affidavit of loss.

ARTICLE XXII  
PAY PRACTICES

The Board will recommend to the Comptroller of the City of New York that he/she itemize more fully employee pay checks and that he/she provide accompanying explanations when lump sum payments are made.

In the event that any payment is not paid on the date due under the Municipal Coalition Agreement, such payment when made shall be paid retroactive to such date due.

ARTICLE XXIII  
INFORMATION AT THE SCHOOL

- A. All official Board of Education circulars which deal with the working conditions or the welfare of employees covered by this Agreement shall be posted promptly.
- B. A copy of the district seniority list for employees in the bargaining unit shall be posted in each work location in the district. A copy shall be given to the Union steward and to the Union district representative.

ARTICLE XXIII-A  
BULLETIN BOARDS

A bulletin board shall be reserved at an accessible place in each school or other 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 XXIV

### CHECK-OFF

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 bargaining unit who have properly executed written authorization 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 check-off records.

D. Agency Shop Fee

The Board shall deduct from the wage or salary of employees in the bargaining unit who are not members of the Union the amount equivalent to the dues levied by the Union and shall transmit the sum so deducted to the Union, in accordance with Chapter 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency fee deduction shall continue in effect so long as the Union establishes and maintains such procedure.

The Union shall refund to the employees any agency shop fees wrongfully deducted and transmitted to the Union.

The Union agrees to hold the Board harmless against claims arising out of the deduction and transmittal of agency shop fees where there is a final adjudication by a

court or arbitrator that said agency shop fees should not have been deducted and/or transmitted to the Union.

The agency shop fee deductions shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law or this Article of the Agreement.

## ARTICLE XXV

### CONSULTATION WITH UNION COMMITTEE

1. Appropriate representatives at Board headquarters level and representatives of the Union shall meet once a month during the school year to consult on matters relating to School Neighborhood Workers', School Neighborhood Workers' (Task Force Monitors), Community Assistants', Community Associates', and Community Coordinators' policy and on questions relating to the implementation of this Agreement.
2. The Community or Assistant Superintendent of high schools for the borough or his designee will meet with Union representatives at reasonable times during the year upon request of the Union to consult on matters of mutual concern relating to School Neighborhood Workers', School Neighborhood Workers' (Task Force Monitors), Community Assistants', Community Associates', and Community Coordinators' policy.

## ARTICLE XXVI

### UNION MEETINGS

Upon request to the head of the school, the Union's units at each school shall be permitted to meet within the school under circumstances which will not interfere with the School Neighborhood Worker program or other school activities. Such meetings may be held only during the employees' lunch period or before or after working hours, at a place to be assigned by the head of the school, where other employees or children are not present. Union officials may attend such meetings.

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 school or other work location, there shall be no charge to the Union.

ARTICLE XXVII

RESTRICTION ON UNION ACTIVITIES

No employee shall engage in Union activities during the time he/she is assigned to duty, except that members of the Union's negotiating committee shall, upon proper application, be excused without loss of pay for working time spent in negotiations with the Board or its representatives or as otherwise provided in this contract.

ARTICLE XXVIII

MATTERS NOT COVERED

With respect to matters not covered by this Agreement which are proper subjects for collective bargaining, the Board agrees that it will make no changes without appropriate prior consultation and negotiation with the Union.

ARTICLE XXIX

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.
- C. If the Board delegates any of its authority or functions to a community school board, the terms of this Agreement, insofar as applicable, shall be binding upon the Community School Board to the extent permitted by law.

ARTICLE XXX

COPY OF AGREEMENT

The parties will have available copies of this Agreement upon request.

ARTICLE XXXI  
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 school program. The Union therefore agrees that there shall be no strikes, work stoppages, or other concerted refusal to work, by the employees covered by this Agreement, nor any instigation thereof.

ARTICLE XXXII  
DEFINITIONS

Whenever the term “Board” is used in the Agreement, it shall mean the City Board, it being understood, nevertheless, that this contract is binding on all Community School Boards in accordance with Section 2590 of the Education Law.

ARTICLE XXXIII  
NOTICE – LEGISLATIVE ACTION

The following Article is required by the Public Employees Fair Employment Act, as amended by Section 204a, approved March 10, 1969:

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XXXIV  
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 XXXV

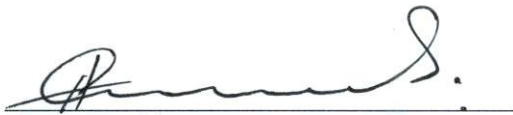
DURATION

This Agreement shall become effective as of March 3, 2010, and shall continue in full force and effect until September 25, 2017.

The provisions of this Agreement are modified by and subject to any applicable provisions of the New York State Financial Emergency Act for the City of New York, as enacted by Chapter 868 of the laws of 1975, as amended by Chapter 870 of the laws of 1975, and as amended by Chapter 201 of the laws of 1978.

SIGNATORIES

Dated: 3/7/19  
New York, New York



Henry Garrido  
Executive Director  
District Council 37  
American Federation of State,  
County and Municipal Employees, AFL-CIO



Richard A. Carranza  
Chancellor  
Board of Education of the City  
School District of the City of New York



Shaun D. Francois I  
President, Local 372  
District Council 37  
American Federation of State, County,  
And Municipal Employees, AFL-CIO