

A G R E E M E N T

between

THE BOARD OF EDUCATION  
OF THE CITY SCHOOL DISTRICT  
OF THE CITY OF NEW YORK

and

Board of Education Employees Local 372

American Federation of State, County

and Municipal Employees

AFL-CIO

covering

**PER ANNUM AND PER MONTHLY SCHOOL LUNCH EMPLOYEES**

**and**

**SCHOOL LUNCH ASSISTANTS (TASK FORCE MONITORS)**

**March 3, 2010 – September 25, 2017**

Prepared by the

OFFICE OF LABOR RELATIONS

and

COLLECTIVE BARGAINING

of the

BOARD OF EDUCATION

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

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

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

WHEREAS, pursuant to the Statement of Policies, the Union has been certified as the exclusive bargaining representative of all per annum and per monthly employees employed by the Board of Education in the titles of School Lunch Helper, Senior School Lunch Helper, School Lunch Aide, Senior School Lunch Aide, School Lunch Assistant, Senior School Lunch Aide (Cook), School Lunch Assistant (Cook) and School Lunch Loader and Handler, excluding those employees performing essentially supervisory functions (hereinafter referred to as "per annum and per monthly employees" or "employees"); and

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

WHEREAS, pursuant to Board policy and the Public Employees' Fair Employment Act, the Board and its designated representatives have met with representatives of the Union and 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 per annum and per monthly employees employed in school lunch or other school food service programs operated and controlled by the Central Board or by a community school board in the titles of School Lunch Helper, Senior School Lunch Helper, School Lunch Aide, Senior School Lunch Aide, School Lunch Assistant, Senior School Lunch Aide (Cook), School Lunch Assistant (Cook) and School Lunch Loader and Handler, excluding those employees performing essentially supervisory functions (hereinafter referred to as "per annum and per monthly employees" or as "employees").

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 renegotiation 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 school lunch employees for the purpose of hearing the views and proposals of its members, except that, as to matters presented by such organizations which are proper subjects of collective bargaining, the Union shall be informed of the meeting and, as to those matters, any changes or modifications shall be made only through negotiation with the Union.

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

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

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

## ARTICLE II

### FAIR PRACTICES

The Union agrees to maintain its eligibility to represent all employees by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent equally all employees 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  
RATES OF PAY

A. Salary Increases

The annual salary rates of school lunch per annum and per monthly employees (prorated for part-time employees and further prorated for employees compensated on a monthly basis) shall be increased as follows:

	<b>Effective 3/3/2010</b>			
	with Additional Vacation	(1st 2 Years) Hired After 3/2/2010	Without Additional Vacation	(1st 2 Years) Hired After 3/2/2010
School Lunch Helper	\$30,886	\$26,857	\$32,507	\$28,267
Senior School Lunch Helper	\$31,479	\$27,373	\$33,132	\$28,810
School Lunch Aide	\$32,066	\$27,883	\$33,748	\$29,346
Senior School Lunch Aide	\$33,822	\$29,410	\$35,605	\$30,961
Senior School Lunch Aide/Cook	\$35,025	\$30,457	\$36,872	\$32,063
School Lunch Assistant	\$36,381	\$31,636	\$38,261	\$33,270
School Lunch Assistant/Cook	\$38,104	\$33,134	\$40,069	\$34,843
School Lunch Loader and Handler			\$44,741	\$38,905
School Lunch Helper Incumbents in this title as of 06/30/86			\$32,518	

	<b>Effective 9/3/2011</b>			
	with Additional Vacation	(1st 2 Years) Hired After 3/2/2010	Without Additional Vacation	(1st 2 Years) Hired After 3/2/2010
School Lunch Helper	\$31,195	\$27,126	\$32,832	\$28,550
Senior School Lunch Helper	\$31,794	\$27,647	\$33,463	\$29,098
School Lunch Aide	\$32,387	\$28,163	\$34,085	\$29,639
Senior School Lunch Aide	\$34,160	\$29,704	\$35,961	\$31,270
Senior School Lunch Aide/Cook	\$35,375	\$30,761	\$37,241	\$32,383
School Lunch Assistant	\$36,745	\$31,952	\$38,644	\$33,603
School Lunch Assistant/Cook	\$38,485	\$33,465	\$40,470	\$35,191
School Lunch Loader and Handler			\$45,188	\$39,294
School Lunch Helper Incumbents in this title as of 06/30/86			\$32,843	

**Effective 9/3/2012**

	with Additional Vacation	(1st 2 Years) Hired After 3/2/2010	Without Additional Vacation	(1st 2 Years) Hired After 3/2/2010
School Lunch Helper	\$31,507	\$27,397	\$33,160	\$28,835
Senior School Lunch Helper	\$32,112	\$27,923	\$33,798	\$29,390
School Lunch Aide	\$32,711	\$28,444	\$34,426	\$29,936
Senior School Lunch Aide	\$34,502	\$30,002	\$36,321	\$31,583
Senior School Lunch Aide/Cook	\$35,729	\$31,069	\$37,613	\$32,707
School Lunch Assistant	\$37,112	\$32,271	\$39,030	\$33,939
School Lunch Assistant/Cook	\$38,870	\$33,800	\$40,875	\$35,543
School Lunch Loader and Handler			\$45,640	\$39,687
School Lunch Helper Incumbents in this title as of 06/30/86			\$33,171	

**Effective 9/3/2013**

	with Additional Vacation	(1st 2 Years) Hired After 3/2/2010	Without Additional Vacation	(1st 2 Years) Hired After 3/2/2010
School Lunch Helper	\$31,822	\$27,671	\$33,492	\$29,123
Senior School Lunch Helper	\$32,433	\$28,203	\$34,136	\$29,683
School Lunch Aide	\$33,038	\$28,729	\$34,770	\$30,235
Senior School Lunch Aide	\$34,847	\$30,302	\$36,684	\$31,899
Senior School Lunch Aide/Cook	\$36,086	\$31,379	\$37,989	\$33,034
School Lunch Assistant	\$37,483	\$32,594	\$39,420	\$34,278
School Lunch Assistant/Cook	\$39,259	\$34,138	\$41,284	\$35,899
School Lunch Loader and Handler			\$46,096	\$40,083
School Lunch Helper Incumbents in this title as of 06/30/86			\$33,503	

**Effective 9/3/2014**

	with Additional Vacation	(1st 2 Years) Hired After 3/2/2010	Without Additional Vacation	(1st 2 Years) Hired After 3/2/2010
School Lunch Helper	\$32,299	\$28,086	\$33,994	\$29,560
Senior School Lunch Helper	\$32,919	\$28,625	\$34,648	\$30,129
School Lunch Aide	\$33,534	\$29,160	\$35,292	\$30,689
Senior School Lunch Aide	\$35,370	\$30,757	\$37,234	\$32,377
Senior School Lunch Aide/Cook	\$36,627	\$31,850	\$38,559	\$33,530
School Lunch Assistant	\$38,045	\$33,083	\$40,011	\$34,792
School Lunch Assistant/Cook	\$39,848	\$34,650	\$41,903	\$36,437
School Lunch Loader and Handler			\$46,787	\$40,684

Handler

School Lunch Helper Incumbents  
in this title as of 06/30/86

\$34,006

**Effective 9/3/2015**

	with Additional Vacation	(1st 2 Years) Hired After 3/2/2010	Without Additional Vacation	(1st 2 Years) Hired After 3/2/2010
School Lunch Helper	\$33,106	\$28,788	\$34,844	\$30,299
Senior School Lunch Helper	\$33,742	\$29,341	\$35,514	\$30,882
School Lunch Aide	\$34,372	\$29,889	\$36,174	\$31,456
Senior School Lunch Aide	\$36,254	\$31,525	\$38,165	\$33,187
Senior School Lunch Aide/Cook	\$37,543	\$32,646	\$39,523	\$34,368
School Lunch Assistant	\$38,996	\$33,910	\$41,011	\$35,662
School Lunch Assistant/Cook	\$40,844	\$35,517	\$42,951	\$37,349
School Lunch Loader and Handler			\$47,957	\$41,702
School Lunch Helper Incumbents in this title as of 06/30/86			\$34,856	

**Effective 9/3/2016**

	with Additional Vacation	(1st 2 Years) Hired After 3/2/2010	Without Additional Vacation	(1st 2 Years) Hired After 3/2/2010
School Lunch Helper	\$34,099	\$29,651	\$35,889	\$31,208
Senior School Lunch Helper	\$34,754	\$30,221	\$36,579	\$31,808
School Lunch Aide	\$35,403	\$30,785	\$37,259	\$32,399
Senior School Lunch Aide	\$37,342	\$32,471	\$39,310	\$34,183
Senior School Lunch Aide/Cook	\$38,669	\$33,625	\$40,709	\$35,399
School Lunch Assistant	\$40,166	\$34,927	\$42,241	\$36,731
School Lunch Assistant/Cook	\$42,069	\$36,582	\$44,240	\$38,470
School Lunch Loader and Handler			\$49,396	\$42,953
School Lunch Helper Incumbents in this title as of 06/30/86			\$35,902	

(i.) An employee newly hired on or after March 3, 2010 shall be appointed to the applicable minimum “hiring rate.” Upon completion of two years of service, such employee shall be paid the indicated minimum “incumbent rate” for the applicable title in effect on the two year anniversary of such employee’s original date of appointment to the title.

B. Adjustment of Salary Rates

The salary rates effective July 1, 1986 have been adjusted downward to reflect the agreement between the Board and the Union to permit the application of a part of the salary increase provided for in the 1984-87 Municipal Coalition Economic Agreement to fund the payment of ten Annual Leave days to be used during the Christmas and Spring recesses for all of the above titles in Section A with the exception of the title School Lunch Loader and Handler and employees in other titles in Section A who are employed in headquarters facilities at the Office of School Food and Nutrition Services. Additionally, Section A above lists the salaries of employees who did and did not purchase Annual Leave days.

C. District Council 37 Memorandum of Economic Agreement Incorporation in this Agreement

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

D. Promotional Increases

A School Lunch Helper who is promoted to the title of Senior School Lunch Helper shall be paid at the minimum salary rate set forth above for Senior School Lunch Helper or shall receive a promotional increase of \$497 effective March 3, 2010, and \$512 effective September 3, 2016, whichever results in a higher salary rate.

A Senior School Lunch Helper who is promoted to the title of School Lunch Aide shall be paid at the minimum salary rate set forth above for School Lunch Aide or shall receive a promotional increase of \$618 effective March 3, 2010, and \$637 effective September 3, 2016, whichever results in a higher salary rate.

A School Lunch Aide who is promoted to the title of Senior School Lunch Aide shall be paid at the minimum salary rate set forth above for Senior School Lunch Aide or shall receive a

promotional increase of \$739 effective March 3, 2010, and \$761 effective September 3, 2016, whichever results in a higher salary rate.

A Senior School Lunch Aide who is promoted to the title of Senior School Lunch Aide (Cook) shall be paid at the minimum salary rate set forth above for Senior School Lunch Aide (Cook) or shall receive a promotional increase of \$739 effective March 3, 2010, and \$761 effective September 3, 2016, whichever results in a higher salary rate.

A Senior School Lunch Aide who is promoted to the title of School Lunch Assistant shall be paid at the minimum salary rate set forth above for School Lunch Assistant or shall receive a promotional increase of \$865 effective March 3, 2010, and \$891 effective September 3, 2016, whichever results in a higher salary rate.

A Senior School Lunch Aide (Cook) or a School Lunch Assistant who is promoted to the title of School Lunch Assistant (Cook) shall be paid at the minimum salary rate set forth above for School Lunch Assistant (Cook) or shall receive a promotional increase of \$865 effective March 3, 2010, and \$891 effective September 3, 2016, whichever results in a higher salary rate.

E. Compensation for Special Assignments

1. School Lunch Assistants assigned on a long-term basis in charge of a junior high school cafeteria shall receive additional compensation at the rate of \$1,024 effective March 3, 2010, and \$1,055 effective September 3, 2016, whichever results in a higher salary rate, during the continuance of such long-term assignment.

2. School Lunch Loaders and Handlers assigned to heavy vehicles where driver receives a differential shall receive additional compensation at the rate of \$9.94 effective March 3, 2010, and \$10.24 effective September 3, 2016; and School Lunch Loaders and Handlers assigned to operate forklifts shall receive additional compensation at the rate of \$16.52 effective March 3, 2010, and \$17.02 effective September 3, 2016.

F. Compensation for Additional Hours of Work for Part-Time Employees

1. Definition of Part-Time Employees

Part-time employees are those who normally work less than 37 1/2 hours per week except as provided in subsection F.

2. Compensation

Per annum and per monthly part-time employees will be compensated in cash at their basic hourly rate for each hour they are required to work beyond their normal weekly hours up to 37 1/2 hours. The provisions of Article VII (Overtime) shall apply to hours worked by such employees in excess of 37 1/2 hours in any work week during the year and in excess of 32 1/2 hours in any work week worked during the summer period by any such employees to whom summer hours are applicable.

G. Eligibility for Membership in Board of Education Retirement System

Notwithstanding any other provision of this Agreement, employees in the titles listed in Article I of this Agreement who are employed on a per annum basis and are required to work a normal weekly schedule of at least 30 hours shall be deemed to be full-time employees for the purpose of determining eligibility for membership in the Board of Education Retirement System.

ARTICLE III-a

RATES OF PAY

School Lunch Assistant/Task Force Monitor

1. Rates Effective

	3/3/2010	9/3/2011	9/3/2012	9/3/2013	9/3/2014	9/3/2015	9/3/2016
School Lunch Assistant/Task Force Monitor	\$36,042	\$36,402	\$36,766	\$37,134	\$37,691	\$38,633	\$39,792
School Lunch Assistant/Task Force Monitor	\$36,845	\$37,213	\$37,585	\$37,961	\$38,530	\$39,493	\$40,678
School Lunch Assistant/HAACP	\$38,829	\$39,217	\$39,609	\$40,005	\$40,605	\$41,620	\$42,869
School Lunch Assistant/Task Force Monitor (Hiring Rate)	\$31,341	\$31,654	\$31,970	\$32,290	\$32,775	\$33,594	\$34,602

a) An employee newly hired on or after March 3, 2010 shall be appointed to the applicable minimum "hiring rate." Upon completion of two years of service, such employee shall be paid the indicated minimum "incumbent rate" for the applicable title in effect on the two year anniversary of such employee's original date of appointment to the title.

2. Pursuant to the Equity Panel Decision on Employee Compensation of May 27, 1986, School Lunch Assistant/Task Force Monitors shall receive an assignment differential of \$500 effective October 1, 1986.

3. Pursuant to the 2010-2017 DC37 MEA, this differential shall be \$956 effective March 3, 2010, and \$985 effective September 3, 2016.

#### 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 11 of the 1984-87 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 III-c

#### ANNUITY FUND

##### A. Annuity Fund

i. Effective June 1, 1999, the parties agree to establish an annuity fund for all employees covered by the 1995 MCMEA. To be eligible to receive this annuity, an employee must

be in active pay status at any time during the period June 1, 1996 through May 31, 1997.

To receive payment, said employee must also be in active pay status on June 1, 1999

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

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

For school-based employees who work part-time at the Board of Education, and for all other part-time employees who work less than the number of hours for their full-time equivalent title, the employer shall pay into the fund a daily amount of \$2 for each paid working day based on a prorated amount which is calculated against the number of hours associated with their full-time equivalent title, up to a maximum of \$522 per annum.

- iii. For the purpose of this Article III-c, the eligibility for payments set forth in Section ii. shall be based on working days between June 1, 1996 and May 31, 1997.
- iv. For the purpose of this Article III-c, excluded from paid working days are all scheduled days off, all days in non-pay status, and all paid overtime.
- v. Contributions hereunder shall be remitted by the employer no later than 120 days after June 1, 1999 to a mutually agreed upon annuity fund pursuant to the terms of a supplemental agreement to be reached by the parties subject to approval by the Corporation Counsel.

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 IV

#### HEALTH AND WELFARE BENEFITS

##### A. Welfare Fund

1) From **March 3, 2010** through **June 30, 2014** 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.

2. 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.

3. 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 provisions hereof, on the same contributory basis as incumbent employees. Contributions shall be made only for such time as said individuals remain primary beneficiaries of the Board's Health Insurance Program and are entitled to benefits paid for by the Board through such program.

4. The Union agrees to provide welfare fund benefits to domestic partners of covered employees in the same manner as those benefits are provided to spouses of married covered employees.

B. Health Insurance

The Board will provide per monthly employees who return to work in September with health insurance coverage on a 12-month basis.

ARTICLE V

HOLIDAYS

The following days will be regular paid holidays when falling on per annum or per monthly employee's regular work day:

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

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

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

Employees will be paid for all school holidays and all other regular school days on which their programs are closed for special observance pursuant to action of the Chancellor or Community Superintendent.

Employees hired before July 1, 2004 who are required to work on Election Day (the first Tuesday in November) shall receive a floating holiday to be used on or before August 31 of the following year. The scheduling of the floating holiday shall be mutually agreeable between the employee and the supervisor. Where feasible, employees may take the first Tuesday in November as their floating holiday. Employees newly hired on or after July 1, 2004 shall not receive the floating holiday.

ARTICLE VI

CONTINUOUS SERVICE

A. For the purposes of this Agreement, continuous service shall be defined as uninterrupted service in the per annum and per monthly school lunch titles, except that breaks in service caused by layoff not to exceed four years, or leaves, as approved in accordance with the Rules and Regulations covering Administrative Employees, shall not be deemed an interruption of service, but such limited period shall not be counted in the determination of length of continuous service.

B. This definition shall not apply to Article VII for the purpose of computing continuous hourly service.

ARTICLE VII

HOURLY SERVICE CREDIT FOR COMPUTING ANNUAL LEAVE

An hourly school lunch employee who is appointed on or after January 1, 1968, as a per annum or per monthly employee shall be given credit for up to a maximum of three years of service as an hourly employee for the purpose of computing annual leave allowance.

This provision shall apply only to continuous hourly service performed immediately prior to appointment as a per annum or per monthly employee.

For the purposes of this Article, continuous hourly service shall be defined as uninterrupted service in the hourly school lunch titles, except that breaks in service caused by layoff not to exceed four years, or approved leaves, as provided in Article XIII of the Hourly School Lunch Agreement, shall not be deemed an interruption of service, but such limited period shall not be counted in the determination of length of continuous service.

ARTICLE VIII

OVERTIME

A. Definition of Overtime - Summer Hours

1. During the period when normal schedules of hours are in effect (i.e., from the day after

Labor Day through the last week in June), work performed in excess of 37 1/2 hours in a per annum or per monthly employee's regular work week shall be deemed to be overtime.

2. During the period when summer hours are in effect (i.e., July 1 through Labor Day), work performed in excess of 32 1/2 hours in the regular work week of a per annum or per monthly employee who works in a non-air conditioned facility, has completed at least one year of service, and has previously been granted summer hours, shall be deemed to be overtime. During this period, the provisions of paragraph 1, immediately above, shall apply to an employee who has been employed less than one year.

3. The provisions of this Article shall apply to such overtime as has been properly directed and authorized in advance by the Administrator of the Office of School Food Services (hereinafter referred to as Administrator) or his/her designee.

**B. Cash Payment for Overtime or Compensatory Time Off - Less than 40 Hours Per Week**

1. Cash payment at the employee's basic hourly rate shall be paid for overtime worked in excess of 37 1/2 but less than 40 hours in a per annum or per monthly employee's regular work week.

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

No credit shall accrue for time taken for meals.

2. During the period when summer hours are in effect, compensatory time off shall be granted on an equivalent time basis for overtime worked in excess of 32 1/2 but less than 37 1/2 hours in the regular work week of a per annum or per monthly employee to whom summer hours are applicable.

Credit for overtime worked in excess of 32 1/2 but less than 37 1/2 hours in the regular work week of a per annum or per monthly employee to whom summer hours are applicable shall begin to accrue only after one-half hour. No credit shall accrue for time taken for meals.

**C. Cash Payment for Overtime - Over 40 Hours Per Week**

Cash payment shall be made at the rate of one and one-half times the per annum or per monthly employee's basic hourly rate for overtime worked in excess of 40 hours in a per annum or

per monthly employee's regular work week. The per annum or per monthly employee's basic hourly rate shall be determined by pro rating the employee's basic salary in accordance with present practice of the Board. "Basic salary" is defined as an employee's annual rate of compensation, including shift differentials.

No credit shall accrue for time taken for meals.

D. Overtime for Holidays

An employee who is required to work on any of the regular paid holidays specified in Article V shall be paid a 50% cash premium (except as otherwise specified) for all hours worked on the holiday and he shall receive compensatory time off equivalent to the number of hours worked on the holiday.

E. Scheduling of Compensatory Time Off

Compensatory time off for overtime shall be scheduled at the discretion of the Administrator or his/her designee. Except as the Administrator or his/her designee may otherwise request, compensatory time off must be taken within the three month period following the date on which it was earned. Compensatory time off not taken during such three month period due to the request of the Administrator or his/her designee shall be taken during such subsequent time as the Administrator or his/her designee permits.

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

F. Scheduled Days Off

All work required to be performed by an employee on his/her scheduled day off shall be considered overtime.

G. Full Pay Status - Computing Overtime

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

H. Recall

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

Pursuant to the provisions of Sections 9(c) and 9(g) of the 1995-2000 Municipal Coalition Memorandum of Economic Agreement, employees recalled from home for authorized ordered overtime work shall be guaranteed overtime payment in cash for at least two (2) hours, if eligible for cash payment. When an employee voluntarily responds to a request to come from home for voluntary authorized overtime work, such overtime shall be compensated in time off on an hour -for- hour basis but with minimum compensatory time of two (2) hours. The provisions of this section shall remain in effect from July 15, 1996 through March 31, 2000.

I. Meal Allowance

For all employees who work authorized overtime not compensated for in cash, the following meal allowances shall be provided as follows:

	<u>Effective 3/3/2010</u>
a. For two continuous hours of overtime	8.25
b. For five continuous hours of overtime	8.75
c. For seven continuous hours of overtime	10.75
d. For ten continuous hours of overtime	11.75
e. For fifteen continuous hours of overtime	12.75

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

ARTICLE IX

SHIFT DIFFERENTIALS

A. Payment of Shift Differentials

Effective as of April 1, 1971, a per annum or per monthly employee shall receive a shift differential equal to ten (10) percent of the employee's basic hourly rate for each hour worked between 6:00 p.m. and 8:00 a.m., if the employee's daily work period has been regularly scheduled and at least one hour of such daily work period falls between the hours of 6:00 p.m. and 8:00 a.m.



Pursuant to section 7 (a) of the 2002-2005 DC37 MEA, for all employees newly hired on or after July 1, 2004, during their first three (3) years of employment only, a shift differential of ten percent (10%) shall apply to scheduled hours of work between 8:00 PM and 8:00 AM.

A per annum or per monthly employee's basic hourly rate shall be determined by prorating the employee's basic salary in accordance with present practice of the Board. For this purpose, "basic salary" is defined as an employee's annual rate of compensation, excluding overtime pay.

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

## ARTICLE X

### UNIFORMS

A. Employees who are required in the performance of their duties to wear uniforms or aprons or both will have them supplied by the Office of School Food Services in the following manner:

- Employees who work 30 hours or more per week who are required to wear uniforms will be supplied with three uniforms.
- Employees who work 30 hours or more per week who are required to wear both uniforms and aprons will be supplied with three uniforms and five aprons.
- Employees who work less than 30 hours per week who are required to wear uniforms will be supplied with two uniforms.
- Employees who work less than 30 hours per week who are required to wear both uniforms and aprons will be supplied with two uniforms and three aprons. Thereafter, one new uniform and one apron will be provided each year to each employee.
- Employees who work 30 hours or more per week who are required to wear uniforms will be supplied with three uniforms and will receive the following laundering expense reimbursement per year:

1. Effective March 3, 2010: \$91.99
  2. Effective September 3, 2016: \$94.75
- Employees who work less than 30 hours per week who are required to wear uniforms will be supplied with two uniforms and will receive the following laundering expense reimbursement per year:
    1. Effective March 3, 2010: \$61.31
    2. Effective September 3, 2016: \$63.15

B. School Lunch Loaders and Handlers shall be furnished three summer uniforms and three winter uniforms. Rain jacket and rain trousers will be issued to those school lunch loaders and handlers whose duties require them to work out-of-doors.

C. A freezer coat will be provided at each location having a walk-in freezer for use by employees whenever necessary in the performance of their duties.

D. The labor-management committee consisting of five management representatives and four Union representatives established to develop procedures for the provision of uniforms to employees shall continue to evaluate the method of providing uniforms in terms of cost effectiveness and employee appearance according to standards adopted by the committee.

ARTICLE XI

DISABILITY BENEFITS FOR ASSAULT WHILE ON DUTY

Upon the determination of the Chancellor that an employee has been physically disabled because of an assault arising out of and in the course of his/her employment, the Chancellor will grant the injured employee a leave of absence with pay not to exceed eighteen months provided such injury is compensable under the Worker's Compensation Law. In the case of a monthly employee, the leave of absence shall not exceed fifteen months and shall cover only such months in which the employee would otherwise have been employed. If an employee is granted a leave of absence with

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

Benefits provided under this Article shall be in addition to but not concurrent with benefits provided under Section 5.41 of the Rules and Regulations for Administrative Employees (in effect as of July 1, 1967).

## ARTICLE XII

### PHYSICALLY DISABLED EMPLOYEES

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

## ARTICLE XIII

### TERMINAL LEAVE AND TERMINATION PAY

#### A. Terminal Leave

Employees who retire shall be granted terminal leave as follows:

1. For those employees who retire with ten or more years of service, the amount of terminal

leave shall be computed by one of the following methods:

a. One workday of terminal leave for each two days of unused sick leave accumulation. Under this method the maximum accumulation of sick leave shall be 180 days-plus 20 additional unused accumulated days for the purpose of computing terminal leave only. The maximum allowable terminal leave shall not exceed 100 workdays.

b. Terminal leave equivalent to the amount of unused sick leave accumulation, on the basis of one calendar month of terminal leave for each 22 days of unused accumulated sick leave. Under this method the maximum accumulation of sick leave shall be 180 days. The maximum allowable terminal leave shall however not exceed one calendar month for every ten years of service, prorated at the rate of three calendar days per year of service or major fraction thereof. The method of computation set forth in "a" above, shall be deemed applicable unless the employee elects the alternative method of computation set forth in "b" above.

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

3. For those employees who retire who were (a) employed by the Board on or before January 1, 1968, and (b) have completed ten or more years of continuous service at the time of retirement, the minimum amount of terminal leave shall be one calendar month, without regard to unused sick leave accumulation.

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

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

B. Termination Pay

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

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

ARTICLE XIV

PENSION AND RETIREMENT BENEFITS

Changes in the pension plans and retirement benefits of school lunch employees who are members of the Board of Education Retirement System will be the subject of a supplemental agreement between the Board and the Union and made Appendix "A" of this Agreement.

ARTICLE XV

PAYMENT OF DECEASED EMPLOYEE'S ANNUAL LEAVE AND COMPENSATORY

TIME

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

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

Any employee who might be able to accumulate in excess of 54 days of annual leave or 200 hours of compensatory time shall have the right to schedule at least such days or hours that might bring them in excess of 54 days of annual leave or 200 hours of compensatory time.

## ARTICLE XVI

### PAYMENT OF DEATH BENEFITS 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 September 9, 1974, 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, a payment of \$25,000 will be made by the Board 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

### CHILD CARE LEAVE

A. Effective April 1, 1971, an employee who is granted a maternity leave of absence shall, upon request, be compensated in cash for her accrued annual leave balance. Sick leave days less the sick days used while on maternity leave shall remain in the employee's sick leave balance.

B. Employees shall be granted maternity and childcare leaves of absence in accordance with the provisions of Section 61a of the Bylaws of the Board of Education.

## ARTICLE XVII-A

### EXCUSABLE ABSENCES

Under the conditions stated below, absences of per annum and per monthly employees shall be excusable with pay at the discretion of the Personnel Board, without charge to sick leave or

annual leave balances, upon submittal of evidence satisfactory to the Personnel Board and upon application in the form prescribed by the Personnel Board:

1. Death in the Immediate Family

Absence not to exceed four working sessions is permitted in the case of death in the immediate family. In addition, the Personnel Board may excuse additional absence when such absence is necessary because of attendance at the funeral of a relative in the immediate family at a place remote from the City of New York. For the purpose of this paragraph the term "immediate family" includes a parent, child, brother, sister, grandparent, grandchild, husband, wife or parent of a husband or wife, or any relative residing in the employee's house. Effective March 1, 1993, bereavement leave shall be granted for the death of a "domestic partner" pursuant to the terms set forth in Board of Education Personnel Memorandum 62, 1991-92. The relationship of the deceased to the applicant and the date of death and the date of funeral shall be shown on the application.

2. Jury Duty

Absence for jury duty is permitted. Unless the employee excused for jury duty endorses the check for service rendered as a juror to the Administrator of Business Affairs, there shall be deducted from his/her salary an amount equal to the sum which he/she is entitled to receive from the appropriate governmental agency for his/her performance of such jury duty.

3. Court attendance under Subpoena or Court Order where an employee appears in a case in which neither he nor anyone related to him in any way has financial or personal interest whatsoever and where the employee's attendance is not required as a result of any other employment, occupation or voluntary act on his part; the application shall be accompanied by subpoena or statement from the employee's supervisor that he has seen such subpoena and he must state that neither he nor anyone related to him in any way has any financial or personal interest whatsoever.

4. Quarantine, provided acceptable official evidence is attached to the application.

5. Attendance at New York City Civil Service examination or an examination held by the Board of Examiners of the Board of Education, or for investigation interview or appointment interview in

connection with such examination. The application must indicate title of examination and by which of the two agencies the examination was conducted.

6. Attendance at conventions, provided that the Chancellor has authorized such absence.
7. Absence for the purpose of attending, in a representative capacity, the funeral of an associate employee.
8. Blood donation to the American Red Cross, or other legitimate organization engaged in this activity.
9. Military or naval duty, provided certificate from Commanding Officer is attached to the application. This certificate should indicate that the duty was actually performed on the specified dates.
10. Appearance before a local board or any other competent authority in connection with the Selective Service Act, prior to induction into military service, provided the notice from the Selective Service Board is attached to application.

11. Receiving Degree or Attending Graduation

Absence of not more than one session for the purpose of receiving a degree from a college or university or for the purpose of attending the graduation of his/her child from eighth year elementary school, junior high school, high school or college or to attend graduation of a spouse from college or university. Application should indicate exact time of day exercises were held, inasmuch as absence during working hours only will be excused.

12. Procedures for Approval

- a. Prior notice to and authorization by the principal is required for absences due to the reasons stated above except the employee shall give notice to the principal as soon as possible in regard to Section 1, and 4 above.
- b. All applications for excusable absences within the provisions of this Article, shall be forwarded to the Personnel Board with the principal's approval or disapproval indicated thereon.



ARTICLE XVIII

ACCUMULATION OF SICK LEAVE

Effective January 1, 1976, sick leave allowances shall be permitted to accumulate without limit. Sick leave may be used in units of one hour.

ARTICLE XVIII-A

SICK LEAVE ALLOWANCE

1. Employees compensated on an annual, monthly or per diem basis shall be credited with sick leave allowance with pay of one day for each month of service with pay.

Pursuant to the provisions of Sections 9 (c) and (d) of the 1995-2000 Municipal Coalition Memorandum of Economic Agreement, any employee newly hired after July 14, 1996 shall be subject to a maximum sick leave accrual of eleven (11) days per annum for the first three (3) years of service. At the beginning of the fourth year, the maximum sick leave accrual shall be twelve (12) days per annum. This provision shall remain in effect through March 31, 2000.

Pursuant to the provisions of Section 7 (d) of the 2002-2005 DC37 MEA, 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. Pursuant to the provisions of Section 7 (f) of the 2002-2005 DC37 MEA, 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 (5) five working days of the employee's return to work.

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.

3. Sick leave credits shall be earned and recorded monthly on the record of each employee and shall include all sick leave which has been earned up to that time. The accumulation of sick leave allowance shall be unlimited.

4. Sick 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 sick leave in any month, the employee must be on full pay status for at least fifteen calendar days in the month.

5. Upon transfer of a permanent employee, or appointment of an employee who has continuous service in a City agency from an eligible list or to a non-competitive position, the sick leave balance shall be transferred with the employee upon submission of an appropriate substantiating statement to the Division of Personnel. Such statement shall be accredited by the Division of Personnel.

Continuous service is defined as service which has not been interrupted by a break of 31 calendar days or more.

## ARTICLE XIX

### SENIORITY POLICY

The principle of seniority, as defined below, shall be applied within each job classification, among qualified employees, for the following types of personnel action:

1. Layoff and Recall

For the purposes of layoff and recall, seniority is defined as length of continuous service in the job classification in the district. Continuous service shall include service of no less than six months at a minimum of twenty hours per week as an hourly employee in the job classification at the work location performed immediately prior to the employee's appointment as a per annum or per monthly employee. Where two or more employees in a given title have the same seniority date, total length of service in a position in the bargaining unit shall be used to determine placement on the seniority list. If the seniority dates are the same, a lottery shall be held to determine placement on the seniority list. A Union representative shall be present at the lottery drawing.

For layoff because of lack of work, the employee with the least seniority in the district shall be selected. An employee who is laid off shall have the right to revert to a lower title previously held by such employee provided there is a vacancy or an employee with less seniority in such lower title.

Recall to their Office of School Food and Nutrition Services district of employees who are laid off will be made on the basis of greatest seniority. An employee who is laid off and recalled to his/her Office of School Food and Nutrition Services district within four years shall regain the seniority he/she had before he/she was laid off. An employee who is not recalled within four years shall be considered terminated.

For purposes of layoff and recall of loaders and handlers who were employed prior to the effective date of this Agreement, seniority is defined as total length of service in a heavy duty assignment. For the purpose of implementing this provision, a joint labor and management committee shall be established to promulgate such a seniority list.

An employee while on layoff from an Office of School Food and Nutrition Services district shall during the first four years of his/her layoff be offered assignment on the basis of his/her Office of School Food and Nutrition Services district seniority to an opening in his/her title in any other Office of School Food and Nutrition Services district in the city before any new applicants are assigned. An employee on layoff who accepts such assignments to another Office of School Food and Nutrition Services district shall begin to earn Office of School Food and Nutrition Services district seniority from the effective date of that assignment. An employee who accepts an assignment to a different Office of School Food and Nutrition Services district shall have the right to return to his/her original Office of School Food and Nutrition Services district before any new applicants are assigned or transferred if a vacancy shall develop within one year of his/her recall. Such requests shall take precedence over other transfer requests.

For purposes of seniority for the high schools each borough shall constitute a separate Office of School Food and Nutrition Services borough and for the warehouse and distribution locations the Warehouse and Distribution Section shall constitute a single Office of School Food and Nutrition Services district.

Employees and the Union will be given ten days notice of layoff, except for compelling

reasons. The Union will be given twenty days notice of a mass layoff at a work location or in an Office of School Food and Nutrition Services district/borough except for compelling reasons.

## 2. Promotion and Changes of Assignment

For the purpose of promotion and changes of assignment, seniority is defined as length of continuous service in the job classification in the Office of School Food and Nutrition Services district among employees within the work location where the promotion or change is to occur.

The work locations are defined as follows:

- a. A school lunchroom.
- b. The offices at Office of School Food and Nutrition Services headquarters, except that the Office of School Food and Nutrition Services payroll and accounting office is a separate work location.
- c. A district office of the Office of School Food and Nutrition Services.
- d. Warehouse and Distribution Section.

For promotion from one job classification within an Office of School Food and Nutrition Services district to a higher job classification within the same Office of School Food and Nutrition Services district the employee in the next lower title with the greatest seniority in the Office of School Food and Nutrition Services district among the employees at the work location, shall be selected.

An employee who is promoted to a higher job classification within the bargaining unit will earn seniority in the higher classification starting with the effective date of such promotion. If, within six months following such promotion, the employee is returned to a position in the classification from which he/she was promoted, he/she will regain the seniority he/she had acquired in the lower job classification up to the effective date of his/her promotion.

For involuntary reassignment from one work location to another, the employee with the least seniority in the Office of School Food and Nutrition Services district at the work location from which reassignment is made shall be selected.

A per annum or per monthly employee who has been involuntarily reassigned on or after July 1, 1968, from one work location to another shall suffer no loss of seniority.

For changes of regular assignment or changes of regular work schedules (number of hours of work) within a work location, the employee selected shall be the one with the greatest seniority in the Office of School Food and Nutrition Services district if the change is voluntary or the one with the least seniority in the Office of School Food and Nutrition Services district if the change is involuntary.

Normal variation of duties within a regular assignment or temporary changes in assignment made to meet emergencies are not to be considered "changes of regular assignment" under this policy.

In computing seniority in the Warehouse and Distribution Section in the Office of School Food and Nutrition Services district, length of service in any department of the Warehouse and Distribution Section will be included in the total length of service in the Warehouse and Distribution Section in the Office of School Food and Nutrition Services district.

In the Warehouse and Distribution Section only two persons may be promoted, or may be voluntarily reassigned, from any one department to another in any six-month period.

An employee who has had a voluntary change of assignment from one department to another in the Warehouse and Distribution Section shall not be eligible for a period of one year to make another voluntary change.

3. The determination of qualifications for changes in the personnel status of employees shall be made by school lunch supervisors or the Office of School Food and Nutrition Services.

4. Exceptions to this Article, based on qualifications shall have the prior approval of the Director of the Office of School Food and Nutrition Services. Grievances arising out of such exceptions shall be appealable directly to Step 3 of the expedited grievance procedure.

## ARTICLE XX

### POLICY CONCERNING APPLICATIONS

#### FOR POSITIONS IN OTHER WORK LOCATIONS

A. 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 or transfer of a regularly employed 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.

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 of the Office of School Food and Nutrition Services. 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. Senior School Lunch Helpers, School Lunch Aides, Senior School Lunch Aides and School Lunch Assistants may apply and will be considered for openings in the School Lunch Loader and Handler title. An "opening" is a vacancy created by the termination of a regularly employed School Lunch Loader and Handler 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 Chief Administrator at the Office of School Food and Nutrition Services. All openings shall be posted for seven school days in all schools in the district and central headquarters offices.

## ARTICLE XXI

### 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 or to the appropriate supervisor in the Office of School Food and Nutrition Services, a Union staff representative shall be permitted to meet with employees in the unit during their non-working time, within the school or on Office premises, for the purpose of investigating complaints and grievances, under circumstances which will not interfere with the school lunch program or other 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 work place and the inspection does not interfere with the school lunch program or other activities. When necessary, any employee in the unit who is a shop steward in the work location in which the aggrieved employee is assigned will be given time off to represent the employee in the presentation of his grievance.

#### 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.

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

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

#### 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 concerning out-of-title work except that a complaint by an employee that he/she has been assigned continuously after September 1, 1974, for three months or more to the general duties and responsibilities prescribed for a higher title in the unit is subject to the grievance procedure. This exception does not apply in the case of employees who receive "compensation for special assignments" as provided in Article III D of this Agreement. Other complaints as to out-of-title work are to be referred to the Executive Director, Division of Personnel. It is understood however that complaints of employees in title against out-of-title assignments made to other employees are subject to the grievance procedure.

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

The Union has the right to initiate or appeal a grievance involving alleged violation of any term of this Agreement. Such grievance shall be initiated within a reasonable period of time not to exceed 90 days with the Director of the Office of School Food and Nutrition Services.

Grievances arising from the action of officials other than the Director of the Office of School Food and Nutrition Services shall be initiated with and processed by such officials in accordance with the provisions of Step 3 of this grievance procedure.

Following is the procedure for presentation and adjustment of grievances:

Office of School Food and Nutrition Services (Steps 1 and 2)

1. An employee who is employed by the Office of School Food and Nutrition Services shall initiate the grievance at Step 1 with the Office of School Food and Nutrition Services District supervisor.

2. If the grievance is not resolved at the first step, the employee may then appeal the grievance to the Director of the Office of School Food and Nutrition Services within 15 school days of receipt of the Step 1 decision.

High Schools (Steps 1 and 2)

1. An employee who is employed by the high schools shall initiate the grievance at Step 1



with the borough supervisor of the Office of School Food and Nutrition Services.

2. If the grievance is not resolved at the first step, the employee may then appeal the grievance within 15 school days of receipt of the Step 1 decision to the Director of the Office of School Food and Nutrition Services.

### Step 3

If the grievance is not resolved at Step 2, the grievance may then be appealed to the Chancellor within 15 school days of receipt of the Step 2 decision. 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 or by an employee in the bargaining unit who is not an official or agent of another employee organization. At Step 1, the Union representative shall be the steward at the work location or a Union staff representative, or both. At Steps 2 and 3, the Union representative shall be a Union staff representative or the steward who represented the employee at Step 1 or both.

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

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

#### EXPEDITED GRIEVANCE PROCEDURE

A grievance subject to this procedure shall be filed by the aggrieved employee at Step 2 with the Director of the Office of School Food and Nutrition Services within three school days from knowledge of the complained action.

The Step 2 hearing shall be scheduled, a hearing held, and a decision rendered within five school days of filing of the grievance with the Director of the Office of School Food and Nutrition Services.

A grievant appealing the Step 2 decision shall file the appeal with the Chancellor within three school days of receipt of the Step 2 decision.

The Step 3 hearing shall be scheduled, a hearing held, and a decision rendered within five school days from the filing of the appeal.

If the Step 3 award is unsatisfactory, the Union may file for arbitration; a hearing will be scheduled and a decision rendered within ten calendar days.

#### APPEALS 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 school days of the receipt of the Step 3 decision.

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 Chairman.

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

With respect to grievances which involve the application or interpretation of the provisions of

this Agreement the Grievance Panel shall be without power or authority to make any decision:

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

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

If the Grievance Panel finds that a grievance as to out-of-title work should be sustained the Chancellor shall discontinue such out-of-title assignment as promptly as possible. The Grievance Panel shall have no authority to award back pay for out-of-title assignments.

With respect to all other grievances, if the grievance is not resolved by unanimous agreement of the Panel members and the employee at the conference, then a report and majority recommendation of the Panel shall be transmitted by the Chairman to the Chancellor. 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.

## ARTICLE XXII

### DISCHARGE REVIEW PROCEDURES

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 a per annum or per monthly employee with more than one school term of continuous service 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 XXI of this Agreement. This grievance shall be initiated at Step 2 of the expedited grievance procedure.

## ARTICLE XXIII

### EMERGENCIES

When schools or other work locations are closed on any working day because of emergency, employees who report for work at their usual starting time before a prior official announcement of the closing has been made by the Board and who are not given any other work assignment for the day will be paid and not be charged with annual leave for that day.

The Board's general policy concerning payment of administrative employees for any day on which they are directed not to report for work because of emergency conditions will apply to per annum and per monthly employees in the unit covered by this Agreement.

ARTICLE XXIV

PERSONNEL FOLDERS

Employees shall receive a copy of any evaluatory statement of their work performance or conduct which is placed in their permanent personnel folder. Employees shall be given an opportunity to answer any such evaluatory statement placed in their folder, and their written answer shall be attached to the evaluatory statement in the folder. 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 XXV

DAMAGE OR DESTRUCTION OF PROPERTY

Employees shall not be held responsible for loss of Board property when such loss is not the fault of the employee. This does not exonerate the employee from responsibility for Board property in his/her charge.

The Board will reimburse employees for loss or damage or destruction, while on duty in a school or area office, of personal property of a kind normally worn to or brought into a school or area 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 "lost," "damage" and "destruction" shall not cover the effects of normal wear and tear and use.

## ARTICLE XXVI

### ASSISTANCE IN ASSAULT CASES

1. Supervisors shall be required to report all cases of assault suffered by employees in connection with their employment to the Executive Director of Personnel and to the Office of Legal Services.

2. The Office of Legal Services 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 Legal Services shall notify the employee of its readiness to assist the employee as follows:

- a. by obtaining from police and from the supervisor relevant information concerning the culprits;
- b. by accompanying the employee in court appearances; and
- c. by acting in other appropriate ways as liaison between 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 Legal Services 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 XVII

### SAFETY

While working in a school 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 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, as

may be appropriate.

The community superintendent or assistant superintendent 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 school lunch employees in the school are affected, the Union may initiate a complaint on behalf of all school lunch employees.

#### ARTICLE XVIII

#### PAY PRACTICES

A. The Board will recommend to the Comptroller of the City of New York that all regular paychecks of Board employees be itemized to include overtime, additional wage benefits (including retroactive pay) and differentials.

B. An employee who is promoted or returned to a position in a lower job classification, or whose rate of compensation is reduced, shall be notified to that effect in writing no later than two weeks after the effective date of such personnel action.

C. Consistent with and subject to security requirements, the Board agrees to release paychecks on Thursday at 3 p.m. so that all employees who would not otherwise receive their paychecks during their regular working hours on Friday will receive them before the end of their working hours on Friday.

D. 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 XXIX

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 pay check until he/she has returned his/her identification card, or has submitted an appropriate affidavit of loss.

ARTICLE XXX

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 XXXI

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 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. Agency Shop Fee

Effective the September 1977 payroll period or as soon thereafter as practicable, 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 Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Union affirms it has adopted such procedure for refund of agency shop deduction as required in Section 3 of Chapters 677 and 678 of the Laws 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 XXXII

### INFORMATION TO THE UNION

A. Dues Check-Off Information

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

B. Copies of all official Office of School Food and Nutrition Services circulars and directives shall be sent to the Union.

C. Notices regarding employee promotions shall be sent to the Union.

ARTICLE XXXIII

INFORMATION ON LEAVE CREDIT

Information as to all his/her accumulated leave balances (sick leave, annual leave and compensatory time) will be given to each employee in writing at least once a year prior to the end of the school year.

ARTICLE XXXIV

INFORMATION AT THE WORK LOCATION

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

Work assignments and work schedules shall be posted semi-annually and kept current so far as possible.

A seniority list shall be posted at each work location at the beginning of each school term, and a copy shall be given to the shop steward and Union staff representative.

ARTICLE XXXV

CONSULTATION WITH UNION COMMITTEE

The Director of the Office of School Food and Nutrition Services or other appropriate representatives of the Board and representatives of the Union shall meet once a month during the school year to consult on matters of school food policy and on questions relating to the implementation of this Agreement.

ARTICLE XXXVI

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 food 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 XXXVII

##### 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.

#### ARTICLE XXXVIII

##### PRINCIPLES TO GOVERN CERTAIN PERSONNEL ACTION

In the event that adverse personnel action affecting annual or monthly employees in the unit covered by this Agreement is made necessary by reason of a Board decision to effect a major change in methods of operation of the school food program, such as technological changes, the Board and the Union will meet and confer with a view to reaching agreement on the principles governing such personnel action.

#### ARTICLE XXXIX

##### ANNUAL AND SICK LEAVE ALLOWANCES

Per monthly employees who are scheduled to work during the months of July and August shall be granted annual leave and sick leave allowances for such work on a pro rata basis.

Per monthly and per annum employees shall be paid for both Christmas and Spring recesses pursuant to Article III Section B of the Agreement. Per monthly or per annum employees who are required to work all or any part of the week during the Spring or Christmas school recess periods

shall be granted compensatory time on a day-for-day basis at such time of the year as the Director of the Office of School Food and Nutrition Services shall approve.

ARTICLE XXXIX-A

ANNUAL LEAVE

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 work days (3 weeks)
At the beginning of the 5th year	1 -2/3 days	20 work days (4 weeks)
At the beginning of the 8th year	2 days plus 1 additional day at the end of the leave year	25 work days (5 weeks)
At the beginning of the 15th year	2-1/4 days	27 work days(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:

For employees with a 37.5 hour work week:

Beginning with the	Monthly Accrual	Annual Allowance
First Year	9:23 hours	112:30 hours

5th Year	10:00 hours	120 hours
6th Year	10:38 hours	127:30 hours
7th Year	11:15 hours	135 hours
8th Year	11:53 hours	142:30 hours
9th Year	12:30 hours	150 hours
10th Year	13:08 hours	157:30 hours
11th Year	13:45 hours	165 hours
12th Year	14:23 hours	172:30 hours
13th Year	15:00 hours	180 hours
14th Year	15:38 hours	187:30 hours
17th Year	16:53 hours	202:30 hours

Pursuant to the 2000-2005 Per Annum and Monthly School Lunch Workers MOA between the Department and the Union, effective July 1, 2006, employees shall receive three (3) additional annual leave days each year, which are to be used exclusively for the mid-winter 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.

Effective July 1, 2006, the salary rates in effect on July 1, 2004 will be reduced by 1.15%. This percentage represents the cost of purchasing the three (3) additional annual leave days referenced in the above paragraph. A letter between the parties agreeing to the terms of the annual leave purchase and wage adjustment is in Appendix B.

ARTICLE XXXIX-B

ANNUAL LEAVE

School Lunch Assistants/Task Force Monitor's who were employed on January 9, 1985 shall earn annual leave at the rate of 2 days per month.

(ii) The annual leave allowance and accrual for employees who work other than a

regularly scheduled standard work week as defined in Article VI of the 1990-92 Citywide Agreement shall be pro-rated in accordance with the schedule in Article XXXIX-A above.

ARTICLE XL

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 XLI

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 therefor, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XLII

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 XLIII

COPY OF AGREEMENT

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

ARTICLE XLIV

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 perform work, by the employees covered by this Agreement, nor any instigation thereof.

ARTICLE XLII

DURATION

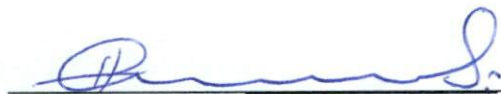
This Agreement shall become effective as of **March 3, 2010**, and shall continue in full force and effect until **September 25, 2017**.

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 201 of the laws of 1978.

SIGNATORIES

3/7/19

Dated: 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



## APPENDIX A

### Longevity Increment Eligibility Rules

The following rules shall govern the eligibility of employees for the longevity increments provided for in Section 11 of the 1984-87 MCEA and Section 11 of the 1987-90 DC 37 Economic Agreement:

1. Only service in pay status shall be used to calculate the 15 years of service, except that for other than full-time per annum employees only a continuous year of service in pay status shall be used to calculate the 15 years of service. A continuous year of service shall be a full year of service without a break of more than 31 days. Where the regular and customary work year for a title is less than a twelve month year such as a school year, such regular and customary year shall be credited as a continuous year of service counting towards the 15 years of service. If the normal work year for an employee is less than the regular and customary work year for the employee's title, it shall be counted as a continuous year of service if the employee has customarily worked that length of work year and the applicable agency verifies that information.

2. Service in pay status prior to any breaks in service of more than one year shall not be used to calculate the 15 years of service. Where an employee has less than seven years of continuous service in pay status, breaks in service of less than one year shall be aggregated. Where breaks in service aggregate to more than one year they shall be treated as a break in service of more than one year and the service prior to such breaks and the aggregated breaks shall not be used to calculate the 15 years of service. No break used to disqualify service shall be used more than once.

3. The following time in which an employee is not in pay status shall not constitute a break in service as specified in paragraph 2 above:

- a. time on a leave approved by the proper authority which is consistent with the rules and regulations of the Personnel Director or the appropriate personnel authority of a covered organization
- b. time prior to a reinstatement.
- c. time on a preferred list pursuant to Civil Service Law Sections 80 and 81 or any similar contractual provision.

d. time not in pay status of 31 days or less. Notwithstanding the above, such time as specified in subsections a, b and c above shall not be used to calculate the 15 years of service.

4. Once an employee has completed the 15 years of "City" service in pay status and is eligible to receive the \$500, the additional \$300 or \$800 longevity increment, the \$500, the \$300 or \$800 shall become part of the employee's base rate for all purposes except as provided in paragraph 5 below.

5. The \$500, \$300 and \$800 longevity increment shall not become pensionable until fifteen months after the employee becomes eligible to receive such \$500, \$300 or \$800 increment. Fifteen months after the employee becomes eligible to receive the \$500, the \$300 or \$800 longevity increment, such \$500, \$300 or \$800 longevity increment shall become pensionable and as part of the employee's base rate, the \$500 longevity increment shall be subject to the general increases provided in Section 4a of this Agreement.

APPENDIX B

President Montgomery-Costa  
President Local 372  
DC 37, AFSCME, ALF-CIO  
125 Barclay Street  
New York, NY 1007

Dear Ms. Montgomery-Costa:

This is to confirm our mutual understanding and agreement pursuant to Section 4Bd of the 2002 District Council 37 Memorandum of Economic Agreement.

Effective with the 2006-2007 school year, the bargaining unit purchased three additional annual leave days each year, to be used exclusively for the mid-winter recess. DC37 and the Department agree that if employees 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 cost to purchase the three additional annual leave days was 1.15%. The July 1, 2004 general wage increase was reduced to 1.85% effective July 1, 2006 to pay for the three additional days.

If the above accords with your understanding, please execute the signature line provided below.

Very truly yours,  
Dan Weisberg

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Agreed and accepted on behalf of Local 372