

AGREEMENT

between

The Board of Education

of the

City School District of the City of New York

and

Board of Education Employees, Local 372

District Council 37

American Federation of State, County and Municipal Employees

AFL-CIO

covering

SCHOOL AIDES

and

HEALTH SERVICE AIDES

September 26, 2017 – May 25, 2021

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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 (hereinafter referred to as the "Union").

WHEREAS the Board has voluntarily endorsed the practices and procedures of collective bargaining as a peaceful, fair and orderly way of conducting its relations with its employees in so far 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 filed a request to be certified as the exclusive bargaining representative of all employees employed by the Board of Education in the day schools in the title of School Aide, and the Union demonstrated by satisfactory evidence that it represented a majority of employees in such title, and the Superintendent determined the unit to be appropriate, and the Board issued a Certificate of Exclusive Bargaining status on December 28, 1965; and

WHEREAS, an agreement heretofore entered into by and between the parties expired on September 25, 2017; 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 regularly scheduled employees in the titles of School Aide, School Aide Level II (Supervising School Aide), and Health Service Aide (hereinafter referred to as "School Aides" or "Health Service Aides" or "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 condition of employment for such new title or category of employees; but nothing contained herein shall be construed to require renegotiation of terms and condition 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 aides 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 the school level 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 procedure hereinafter set forth in Article XX.

Nothing contained herein shall be construed to deny 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 AND ANNUAL EARNINGS

A. Rates of Pay and Annual Earnings\*

(i) The hourly rates and annual earnings of pay of School Aides Level I, Supervising School Aides (School Aides Level II) and Health Service Aides shall be as follows:

Annual Earnings\*

Effective  
9/26/2017

<u>Date Hired</u>	<u>School Aide and Health Service Aide</u>				
	<u>Hourly Rate</u>	<u>4 Hrs/Day</u>	<u>5 Hrs/Day</u>	<u>6 Hrs/Day</u>	<u>7 Hrs/Day</u>
<u>Before 7/1/84</u>	<u>\$15.97</u>	<u>\$16,672.68</u>	<u>\$20,840.85</u>	<u>\$25,009.02</u>	<u>\$29,177.19</u>
<u>7/1/84-6/30/85</u>	<u>\$15.92</u>	<u>\$16,620.48</u>	<u>\$20,775.60</u>	<u>\$24,930.72</u>	<u>\$29,085.84</u>
<u>7/1/85-6/30/86</u>	<u>\$15.82</u>	<u>\$16,516.08</u>	<u>\$20,645.10</u>	<u>\$24,774.12</u>	<u>\$28,903.14</u>
<u>7/1/86-9/25/2017</u>	<u>\$15.69</u>	<u>\$16,380.36</u>	<u>\$20,475.45</u>	<u>\$24,570.54</u>	<u>\$28,665.63</u>

Hiring Rate

<u>After 9/25/2017</u>	<u>\$13.64</u>	<u>\$14,240.16</u>	<u>\$17,800.20</u>	<u>\$21,360.24</u>	<u>\$24,920.28</u>
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School Aide Level II (Supervising School Aide)

<u>Hourly Rate</u>	<u>4 Hrs/Day</u>	<u>5 Hrs/Day</u>	<u>6 Hrs/Day</u>	<u>7 Hrs/Day</u>
<u>\$20.02</u>	<u>\$20,900.88</u>	<u>\$26,126.10</u>	<u>\$31,351.32</u>	<u>\$36,576.54</u>

Effective  
9/26/2018

<u>Date Hired</u>	<u>School Aide and Health Service Aide</u>				
	<u>Hourly Rate</u>	<u>4 Hrs/Day</u>	<u>5 Hrs/Day</u>	<u>6 Hrs/Day</u>	<u>7 Hrs/Day</u>
<u>Before 7/1/84</u>	<u>\$16.33</u>	<u>\$17,048.52</u>	<u>\$21,310.65</u>	<u>\$25,572.78</u>	<u>\$29,834.91</u>
<u>7/1/84-6/30/85</u>	<u>\$16.28</u>	<u>\$16,996.32</u>	<u>\$21,245.40</u>	<u>\$25,494.48</u>	<u>\$29,743.56</u>
<u>7/1/85-6/30/86</u>	<u>\$16.18</u>	<u>\$16,891.92</u>	<u>\$21,114.90</u>	<u>\$25,337.88</u>	<u>\$29,560.86</u>
<u>7/1/86-9/25/2017</u>	<u>\$16.04</u>	<u>\$16,745.76</u>	<u>\$20,932.20</u>	<u>\$25,118.64</u>	<u>\$29,305.08</u>

Hiring Rate

<u>After 9/25/2017</u>	<u>\$13.95</u>	<u>\$14,563.80</u>	<u>\$18,204.75</u>	<u>\$21,845.70</u>	<u>\$25,486.65</u>
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School Aide Level II (Supervising School Aide)

<u>Hourly Rate</u>	<u>4 Hrs/Day</u>	<u>5 Hrs/Day</u>	<u>6 Hrs/Day</u>	<u>7 Hrs/Day</u>
<u>\$20.47</u>	<u>\$21,370.68</u>	<u>\$26,713.35</u>	<u>\$32,056.02</u>	<u>\$37,398.69</u>

Effective  
10/26/2019

School Aide and Health Service Aide

<u>Date Hired</u>	<u>Hourly Rate</u>	<u>4 Hrs/Day</u>	<u>5 Hrs/Day</u>	<u>6 Hrs/Day</u>	<u>7 Hrs/Day</u>
<u>Before 7/1/84</u>	<u>\$16.82</u>	<u>\$17,560.08</u>	<u>\$21,950.10</u>	<u>\$26,340.12</u>	<u>\$30,730.14</u>
<u>7/1/84-6/30/85</u>	<u>\$16.77</u>	<u>\$17,507.88</u>	<u>\$21,884.85</u>	<u>\$26,261.82</u>	<u>\$30,638.79</u>
<u>7/1/85-6/30/86</u>	<u>\$16.67</u>	<u>\$17,403.48</u>	<u>\$21,754.35</u>	<u>\$26,105.22</u>	<u>\$30,456.09</u>
<u>7/1/86-9/25/2017</u>	<u>\$16.52</u>	<u>\$17,246.88</u>	<u>\$21,558.60</u>	<u>\$25,870.32</u>	<u>\$30,182.04</u>

Hiring Rate

<u>After 9/25/2017</u>	<u>\$14.37</u>	<u>\$15,002.28</u>	<u>\$18,752.85</u>	<u>\$22,503.42</u>	<u>\$26,253.99</u>
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School Aide Level II (Supervising School Aide)

<u>Hourly Rate</u>	<u>4 Hrs/Day</u>	<u>5 Hrs/Day</u>	<u>6 Hrs/Day</u>	<u>7 Hrs/Day</u>
<u>\$21.08</u>	<u>\$22,007.52</u>	<u>\$27,509.40</u>	<u>\$33,011.28</u>	<u>\$38,513.16</u>

\*Annual earnings represents the compensation an employee would receive if he/she worked for the entire school year for the hours/day shown above. Summer vacation pay, which is dependent on years of service, is not included in these amounts. Additionally, employees who work more than or less than the hours shown above are not included in the chart.

- (ii) An employee newly hired on or after September 26, 2017 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 Rates of Pay and Estimated Earnings

The rates of pay as shown in Section A above have been adjusted downward by 17.02 cents to reflect the agreement between the Board and the Union to permit the application of a part of the wage increase provided for in the 1982-1984 Municipal Coalition Economic Agreement of July 1982 to fund the contribution of 7.02 cents per hour, effective July 1, 1982 and 10.00 cents per hour, effective July 1, 1983 which the Board is required to make to the District Council 37 Benefit Fund Trust pursuant to Article IV, Section B (6) of this Agreement.

In accordance with the June 14, 2016 Severance Related Benefit Agreement between the City of New York and District Council 37, the September 3, 2016 general wage increase of 3% has been modified to a general wage increase of 1.5% in order to provide additional monies to the District Council 37 Benefits Fund Trust for the purpose of providing benefits to the spouses and domestic partners of covered retirees and resignees.

C. Summer Service Only

<u>Effective 9/26/2017</u>				
Hired before	Hired between	Hired between	Hired between	Hired After
<u>7/1/1984</u>	<u>7/1/84-6/30/85</u>	<u>7/1/85-6/30/86</u>	<u>7/1/86-9/25/17</u>	<u>9/25/2017</u>
\$17.76	\$17.71	\$17.56	\$17.37	\$15.10

School Aide Level II (Supervising School Aide)

<u>Effective</u>	
<u>9/26/2017</u>	\$22.23

<u>Effective 9/26/2018</u>				
Hired before	Hired between	Hired between	Hired between	Hired After
<u>7/1/1984</u>	<u>7/1/84-6/30/85</u>	<u>7/1/85-6/30/86</u>	<u>7/1/86-9/25/17</u>	<u>9/25/2017</u>
\$18.16	\$18.11	\$17.96	\$17.76	\$15.44

School Aide Level II (Supervising School Aide)

Effective  
9/26/2018                      \$22.73

Effective 10/26/2019

Hired before	Hired between	Hired between	Hired between	Hired After
<u>7/1/1984</u>	<u>7/1/84-6/30/85</u>	<u>7/1/85-6/30/86</u>	<u>7/1/86-9/25/17</u>	<u>9/25/2017</u>
\$18.70	\$18.65	\$18.50	\$18.29	\$15.90

School Aide Level II (Supervising School Aide)

Effective  
10/26/2019                      \$23.41

- D. District Council 37 Memorandum of Economic Agreement Incorporation into this Agreement
1. The 2017-2021 District Council 37 Memorandum of Economic Agreement entered into by the parties and effective as of September 26, 2017 is incorporated into this Agreement as applicable.

ARTICLE III-A

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 .27 cents per hour pursuant to the 1984-1987 Municipal Coalition Economic Agreement.
2. Effective July 1, 1990, employees receiving the longevity increment pursuant to Section II of the 1984-1987 Municipal Coalition Economic Agreement shall receive an additional longevity increment of .16 cents per hour. Employees who become eligible for the longevity increment on or after July 1, 1990 shall receive a longevity increment in the increased amount of .43 cents per hour.
3. Fifteen months after the employee becomes eligible to receive the longevity increment of .43 cents per hour, it shall become part of the base rate.  
Effective April 1, 1997, the longevity increment shall be .44 cents per hour.  
Effective July 1, 1998, the longevity increment shall be .45 cents per hour.  
Effective June 1, 1999, the longevity increment shall be .47 cents per hour.

4. The rules for eligibility and applicability of the longevity increment described in this Article III-A, shall be set forth in an appendix to this agreement and shall be incorporated by reference herein.

ARTICLE III-B  
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-B, 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-B, 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 letters of agreement between the City of New York and the Union dated August 2, 2017 and November 10, 2021, there shall be an annual annuity payment for employees covered by this Agreement, pro-rated for part-time and hourly service up to the per annum maximum:

Effective September 26, 2017	\$221.34 per annum	\$.121 per hour
Effective September 26, 2018	\$226.32 per annum	\$.124 per hour
Effective July 26, 2019	\$318.32 per annum	\$.174 per hour
Effective October 26, 2019	\$327.87 per annum	\$.179 per hour

This payment shall be increased by all future general wage increases.

## ARTICLE IV

### HEALTH AND WELFARE BENEFITS

A. Health Insurance

The Board will provide employees covered by this Agreement who regularly work twenty (20) or more hours a week with health insurance coverage on a twelve (12) month basis.

B. Welfare Benefits

1. Effective **September 26, 2017**, the Board will provide funds to the DC 37 Benefits Fund Trust at the rate of **\$1,108.57** per year on a pro rata basis per month on behalf of each employee, whether a member of the Union or not, 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.

2. Effective **April 26, 2021**, the Board will provide funds to the DC 37 Benefits Fund Trust at the rate of **\$1,137.14** per year on a pro rata basis per month on behalf of each employee, whether a member of the Union or not, 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.

3. Effective **July 1, 2018**, there shall be a one-time payment to the Fund in the amount of **\$57.14** on behalf of each active and retired employee, who is receiving benefits on July 1, 2018, in accordance with the Letter of Agreement between the City of New York Office of Labor Relations and the Municipal Labor Committee dated June 28, 2018.

4. Effective **July 1, 2019**, there shall be a one-time payment to the Fund in the amount of **\$57.14** on behalf of each active and retired employee, who is receiving benefits on July 1, 2019, in accordance with the Letter of Agreement between the City of New York Office of Labor Relations and the Municipal Labor Committee dated June 28, 2018.

5. Effective July 1, 1982, the Board shall contribute 7.02 cents per hour and effective July 1, 1983, the Board shall contribute 10.00 cents per hour for a total of 17.02 cents per hour to the DC 37 Benefits Fund Trust for each hour paid including the hours reflected in summer payments. Payments shall be made in quarterly installments. This amount is in addition to all other contributions in Section B of this Article.

C. Subject to a separate agreement between the Board and the Union, the Union shall be entitled to receive such separate contributions as may be provided in this agreement for welfare, training, and legal services benefits as a single contribution to be paid by the employer into a trusteed Administrative Employee Benefit Fund. Such contributions shall be held by the trustees of that fund for the exclusive purpose of providing, through other trusteed funds, welfare, training, and legal services benefits for the employees so covered as well as any other benefits as the Board and the Union may agree upon. The Board shall continue to have the right to review and approve the distribution of funds to, and the level of benefits provided by the fund or individual funds.

## ARTICLE V

### HOLIDAYS

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

## ARTICLE V-A

### EDUCATION FUND

Effective July 1, 1986, a training fund contribution of twenty-five dollars (\$25.00) per annum shall be made to the District Council 37 Education Fund on behalf of each employee covered by this agreement under a plan established and administered pursuant to a supplemental agreement entered into between the Board and the Union.

Effective July 26, 2018, this amount shall be increased to one-hundred dollars (\$100.00) per annum.

## ARTICLE VI

### VACATION PAY AND SUMMER PAYMENTS

#### A. Vacations

Employees in the bargaining unit will be given the following vacations with pay:

1. The Christmas school recess, Midwinter recess, and the Spring school recess.

Christmas Day, New Years Day and Good Friday are not deemed vacation days but are included in paid holidays under Article V. An employee who is required to work all or part of the Spring or Christmas school recess shall be granted compensatory vacation time on a day-for-day basis at a time to be scheduled by the Center head or the Community Superintendent convenient to the Center or the school district and the employee.

2. Unless modified below, an employee with three but less than five years of continuous service shall be given five sessions vacation pay upon completion of his normal school year. An employee with five or more years of continuous service shall be given ten sessions vacation pay upon completion of his normal school year. A session is defined as the employee's regular daily work period. For purposes of this Article only, "continuous service" shall be defined as uninterrupted service in hourly school lunch, school aide, health service aide or film inspection assistant titles, except that breaks in service caused by layoff, not exceeding four years, or other approved leaves with or without pay, as provided in Article XIII, shall not be deemed an interruption of service but shall not be counted in the determination of length of continuous service.

3. The five (5) sessions of vacation for employees with three but less than five years of continuous service shall be prorated at the rate of one-half session of vacation for each month, or major portion thereof, of service during the school year.

The ten (10) sessions of vacation for employees with five or more years of continuous service shall be prorated at the rate of one session of vacation for each month or major portion thereof of service during the school year.

4. Effective July 1, 1991, employees who are hired after June 30, 1987 shall be entitled to the following vacation pay schedules:

<u>Years of Service</u>	<u>Sessions of Vacation Pay</u>
1	0
2	0
3	0
4	4
5	4
6	7
7	8
8	8
9	9
10	10

This vacation pay schedule shall be prorated at the rate of the number of sessions of vacation entitlement divided by 10 for each month or major portion thereof of service during the school year.

5. Effective July 1, 2008, employees who are hired on or after July 1, 2004 shall be entitled to the following vacation pay schedules:

<u>Years of Service</u>	<u>Sessions of Vacation Pay</u>
1	0
2	0
3	0
4	0
5	1
6	4
7	5
8	6
9	8
10	9
11	10

This vacation pay schedule shall be prorated at the rate of the number of sessions of vacation entitlement divided by 10 for each month or major portion thereof of service during the school year.

Employees who are terminated, prior to the completion of the normal school year, shall receive their pro rata vacation at the completion of the normal school year.

B. Summer Payment Schedule

1. In each year of the agreement there shall be a summer payment which shall be based on



the number of hours paid to the employee during the school year in accordance with the pattern listed below. Summer payments shall reflect the rates of pay described in Article III.

Summer Payment Schedules

School Year Earnings	2017-2021	School Year Earnings	2017-2021
\$ 500	\$ 127.41	\$ 14,000	\$ 3,567.34
1,000	254.81	14,500	3,694.75
1,500	382.22	15,000	3,822.15
2,000	509.62	15,500	3,949.56
2,500	637.03	16,000	4,076.96
3,000	764.03	16,500	4,204.37
3,500	891.84	17,000	4,331.77
4,000	1,019.24	17,500	4,459.17
4,500	1,146.65	18,000	4,586.58
5,000	1,274.05	18,500	4,713.99
5,500	1,401.46	19,000	4,841.39
6,000	1,528.86	19,500	4,968.80
6,500	1,656.27	20,000	5,096.20
7,000	1,783.67	20,500	5,223.61
7,500	1,911.08	21,000	5,351.01
8,000	2,038.48	21,500	5,478.42
8,500	2,165.89	22,000	5,605.82
9,000	2,293.29	22,500	5,733.23
9,500	2,420.70	23,000	5,860.63
10,000	2,548.10	23,500	5,988.04
10,500	2,675.51	24,000	6,115.44
11,000	2,802.91	24,500	6,242.85
11,500	2,930.32	25,000	6,370.25
12,000	3,057.72	25,500	6,497.66
12,500	3,185.13	26,000	6,625.06
13,000	3,312.53	26,500	6,752.47
13,500	3,439.94	27,000	6,879.87

2. Based on the payments provided in paragraph 1 above, employees shall not be entitled to receive unemployment insurance during the summer periods and the Board shall notify both the

employees and the New York State Unemployment Insurance Board. The Board of Education shall contest any request for Unemployment Insurance Benefits for the summer period made by an employee receiving payments pursuant to paragraph 1 above. In order to receive the summer payment, the employee shall be required to sign an affidavit stating that he or she did not request nor receive the Unemployment Insurance Benefits for the summer period for the year for which the summer payment is made. The Union shall indemnify the Board of Education for any Unemployment Insurance Benefits payments made to employees receiving payments pursuant to said paragraph 1.

3. For the purpose of this provision, summer payment shall be deemed to cover the period from the end of the third to last weekday in June until the Wednesday following Labor Day.

4. Employees who are laid off prior to fifteen weeks of continuous service shall not be entitled to summer payments for the summer following the period worked.

5. Entitlement to the summer payments shall be further conditioned upon the Employee's execution of appropriate statements attached as exhibits to this Agreement.

## ARTICLE VII

### ASSIGNMENT OF REGULAR WORK SCHEDULE

A school aide whose daily schedule is less than four hours shall be offered employment to an existing four-hour vacancy in the work if found qualified. Selection for the vacancy shall be made on the basis of seniority in the school.

In September, when the school is organized for the year, regular daily work schedules of no less than four hours, without the use of split shifts, will be assigned to school aides with two or more years of continuous service as a school aide except that a school aide with such years of service may choose an assignment to a shorter schedule that may be available in the school.

For the purpose of the Article "continuous service" shall be defined as uninterrupted service in the school aide titles, except that breaks of service caused by layoff not to exceed four years, or other approved leaves with or without pay, as defined in Article XIII 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

### SERVICE BEFORE THE OPENING OF SCHOOL

Where a principal requires the presence of a school aide(s) on days before the opening of school in September, she/he shall select the most senior qualified school aide(s) except where the type of work required was part of the assignment of a school aide with less seniority during the preceding school year. School aides shall be paid the hourly rates provided in Article III.

For the purpose of this Article, seniority is defined as length of service as a school aide in the district, or if in high school or special education, in the borough, within the school.

It is understood that this Article pertains to all work locations where the school aides are employees of the Board of Education including nonpublic and alternative schools.

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

## ARTICLE IX

### DISABILITY BENEFITS FOR ASSAULT WHILE ON DUTY

A leave of absence with pay and without charge to time allowances, for a period not to exceed one calendar year, shall be granted, subject to established administrative practices, to an employee covered by the Workers' Compensation Law upon the determination of the Chancellor that the employee has been physically disabled because of an assault made upon him/her during the performance of his/her official duties, provided that such injury is compensable under the Workers' Compensation Law.

## ARTICLE X

### PAYMENT OF DEATH BENEFIT FOR EMPLOYEE WHO DIES

#### FROM INJURY INCURRED IN COURSE OF EMPLOYMENT

In the event that an employee dies as a result of an injury arising out of and in the course of his/her employment sustained on or after 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 is 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 XI

### TERMINATION PAY ALLOWANCE

Employees who resign or are terminated after ten years of service shall be paid for accumulated sick leave on the basis of one hour for every two hours of accumulated sick leave.

Employees newly hired on or after July 1, 2004 who resign or are terminated after ten years of service shall be paid for accumulated sick leave on the basis of one hour for every three hours of accumulated sick leave. If an employee dies while in service after the completion of ten years of continuous service on or after July 1, 1987, his/her beneficiary or estate shall receive payment.

The maximum termination pay allowance shall not exceed 400 hours.

Employees not recalled from layoff within four years from the date of layoff shall be deemed terminated.

At the time of layoff an employee eligible for termination pay as provided in paragraph one above has the option of resigning and collecting all such termination pay due him/her and giving up his/her right to be recalled under Article XVI of this Agreement.

## ARTICLE XII

### SERVICE COMPENSATION ALLOWANCE

Effective July 1, 1974, employees with ten or more years of continuous service who resign or are terminated, including those not recalled from layoff after the period specified in Article XVI of this Agreement, shall be paid a service compensation allowance of \$75 for each year of continuous service in excess of five years of service occurring after July 1, 1974.

Effective July 1, 1975, an additional \$25 shall be paid for each year of continuous service in excess of five years of continuous service occurring after July 1975, for a total of \$100 for each such year of service.

Effective July 1, 1977, an additional \$25 shall be paid for each year of continuous service in excess of five years of continuous service occurring after July 1, 1977, for a total of \$125 for each year of service.

For the purposes of this Article, "continuous service" shall be defined as uninterrupted service, in an hourly school lunch, school aide or film inspection assistant title, except that breaks in service caused by layoff not to exceed four years, or other approved leaves of absence with or without pay as provided in Article XIII, shall not be considered an interruption of service but shall not be counted in the determination of length of service.

If an employee dies while in service after the completion of ten years of continuous service on or after July 1, 1987, his/her beneficiary or estate shall receive payment.

The provision of this Article does not apply for an employee who is discharged for cause pursuant to Article XXI.

## ARTICLE XIII

### LEAVES OF ABSENCE

#### 1. Personal Illness

Employees with two (2) or more years of service who leave for reasons of illness shall, subject to approval of the Medical Board be entitled to return within one (1) year on the basis of seniority and shall regain the seniority and other rights they had before leaving including such accumulated sick leave as was not used for the illness from which they return. Any leave granted

under this section may, subject to approval of the Medical Board, be extended for a period of one (1) additional year. The Board shall make every effort to assign employees returning from an authorized leave of absence to their former job assignment no later than the start of the following school term.

2. Illness in the Immediate Family

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

3. Child Care Leave

An employee with two (2) or more years of continuous service who leaves for reasons of birth of a child shall be entitled to return on the basis of seniority within one year and shall regain the seniority she had before she left, and other rights she had before leaving including such accumulated sick leave as was not used prior to the leave of absence. The Board shall make every effort to assign employees returning from an authorized leave of absence to their former job assignment no later than the start of the following school term.

4. Personal Business

Employees with five (5) or more years of service may apply to the Personnel Board for a leave of absence without pay for a period not to exceed three (3) months for personal business and return and regain seniority for all benefits such as sick leave balance, vacation, termination pay, etc. Time used during this type of leave will not be counted in length of service. The Board shall make every effort to assign employees returning from an authorized leave of absence to their former job assignment no later than the start of the following school term.

5. New York State Paid Family Leave

The parties agree to work together to "opt- in" to the New York State Paid Family Leave

program no later than January 1, 2019 and agree to take the necessary steps to implement.

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

#### ARTICLE XIV

#### SICK LEAVE

1. a. Employees shall be credited with a sick leave allowance with pay of one hour for each twenty (20) hours of service with pay (including service in the summer) exclusive of holiday and vacation pay. Sick leave may be used in units of one hour and shall be taken in accordance with applicable administrative regulations.

Sick leave allowances shall be permitted to accumulate up to a maximum of 800 hours.

b. Effective July 1, 2004, all employees newly hired on or after July 1, 2004 shall accrue sick leave at the rate of one (1) hour of sick leave for each 24 hours actually worked for the first five (5) years of service. At the beginning of the sixth year of service, employees will accrue one hour for each twenty (20) hours actually worked.

c. School Aides and Health Service Aides will be allowed to use one of such sick days per year for personal business provided that reasonable advance notice is given to the head of the school and/or supervisor. Days off for personal business are intended to be used for personal business which cannot be conducted on other than a school day and other than school and/or work day hours.

d. Effective July 1, 2004, employees may use three 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 disability must be provided by the employee, satisfactory to the supervisor within (5) five working days of the employee's return to work.

e. 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 for care of ill family members may be charged in units of one (1) hour.

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

3. Information on accumulated sick leave will be given to each employee in writing, once a year and will be made available to the shop steward upon request.

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

#### ARTICLE XV

#### EXCUSABLE ABSENCES

Under the conditions stated below, absences of School Aides 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 household. Effective March 1, 1993, bereavement leave shall be granted for the death of "domestic partner" pursuant to the terms set forth in the 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 services 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 on such jury duty.

3. Court attendance upon Subpoena or Court Order where an employee appears in a case in which neither he/she nor anyone related to him/her in any way has any 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/her part; the application shall be accompanied by subpoena or statement from the employee's supervisor that he/she has seen such subpoena and he/she must state that neither he/she nor anyone related to him/ her 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 and conferences, 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 the 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 an eighth grade elementary school, junior high school, high school or college or to attend graduation of a spouse from a college or university. Application should indicate exact time of day exercises will be 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 XVI

SENIORITY POLICY

1. The principle of seniority shall be applied, among qualified employees, for the following types of personnel action:

For changes of regular work schedules (number of hours of work) within a location, the senior qualified employee in the title, in the district, or if in a high school or special education location, in the borough, within the work location, shall be selected if the change is voluntary, or the least senior qualified if the change is involuntary. Involuntary changes of schedules of hours from one session to another shall be made on the basis of inverse seniority when not inconsistent with the needs of the location. School aides and health service aides shall have separate seniority lists.

2. Layoff and Recall

a. Definition

Seniority is defined as length of continuous service as a school aide or health service aide in the district. In the high schools, seniority is defined as length of continuous service

as a school aide or health service aide in the borough. In schools which are under the jurisdiction of District 75, seniority is defined as length of continuous service as a school aide or health service aide in the borough.

Contractual layoff and excessing rights of employees in the Chancellor's District, will continue to be applicable in the geographic superintendency where the school is located. No employee's contractual rights will be diminished or impaired by virtue of the school being transferred to the Chancellor's District. Any service accrued while in the Chancellor's District will be considered service in the school, as if it were still within the original geographic superintendency. In addition, an individual will accrue seniority as if the school were still in the original geographic superintendency.

For all other purposes while the school remains in the Chancellor's District, the Chancellor's District will become the jurisdiction of record.

With respect to the Chancellor's District, the parties agree that this section may be modified as needed, dependent upon the further development of the Chancellor's District, and to ensure that no existing contractual right of any person represented by Local 372 is diminished or impaired. Any modification shall be in writing and subject to ratification by the parties.

For purposes of this Section, "continuous service" is defined as uninterrupted service except that breaks of service caused by layoff, not to exceed four years, or other approved leaves with or without pay, as provided in Article XIII, 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. Seniority List

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

c. Layoff

In the event of layoff of employees in the bargaining unit because of lack of work or funds, the employee with the least seniority in the district, or in the case of high schools and District 75 schools, in the borough, shall be selected for layoff except that an employee who would otherwise be laid off on the basis of seniority may be retained only if and so long as he/she is

performing duties which no other more senior qualified employee is able to perform.

d. Recall

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

e. Retention of Seniority

An employee in the bargaining unit who is laid off because of lack of work or funds and who is recalled within four years shall regain the seniority he/she had and shall be credited with the accumulated sick leave to which he/she was entitled at the time he/she was laid off. An employee who is not recalled within four years shall be considered terminated.

f. Notice of Layoffs

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

g. Substitute positions shall be available to regular employees in the bargaining unit on the preferred district, borough or special location layoff list on the basis of seniority, if such position is for more than one week. Substitute positions for one week or less shall be made available to employees laid off from the school. In schools where there have been no layoffs, the district or borough layoff list shall be used. This shall not prohibit a regular employee performing substitute work from being recalled to a regular vacancy or new position that becomes available in the bargaining unit.

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

i. Exceptions to this Article, based on qualifications, shall have the prior approval of the Community Superintendent, or for the High Schools of the appropriate Assistant Superintendent, or for District 75, the Superintendent. Grievances arising out of such exception shall be appealable

directly to Step 3 of the expedited grievance procedure. If a grievance arising from such exception is appealed to the Grievance Panel, such appeal shall take precedence over all other scheduled appeals.

j. If the Community Superintendent or the Executive Director of the Division of High Schools, or the Superintendent of District 75 approves such exception specifically for the purpose of layoff or recall of a more or less senior employee that employee shall file a Step 3 grievance within two days of knowledge of that decision and the Board of Education shall schedule a hearing and render a decision within four school days. If the Step 3 award is unsatisfactory to the employee an arbitration hearing will be scheduled and a decision rendered within ten calendar days.

k. Excessing

(1) If the need should arise to excess employees from one location to another, the employee or employees selected for that action will be the employee or employees with the least seniority in the district, or in the case of high schools or District 75, in the borough, from the group of employees in the location where the excessing is to take place.

(2) When two or more employees with an identical seniority date in the bargaining unit may be subject to excessing, a lottery drawing shall be held to determine selection of the employee to be excessed. A Union representative shall be present at the lottery drawing. Only one such lottery drawing shall be necessary to determine seniority for the list.

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

## ARTICLE XVII

### TRANSFER OF SENIORITY

Hourly employees in titles covered under school aides and health service aides, hourly school lunch and film inspection assistants contracts who transfer to another title covered under the school aides and health services aides, hourly school lunch and film inspection assistants contracts shall be transferred without any loss to their seniority which shall be counted towards sick leave balances, vacation benefits, service compensation allowance and termination pay. Seniority brought forth shall be counted for these purposes only and not for the purpose of layoff and recall or

promotion.

## ARTICLE XVIII

### POLICY CONCERNING APPLICATIONS FOR POSITIONS

#### 1. In Other Programs

School aide positions in Board summer programs will be posted. School aides assigned to high schools shall have a priority for school aide positions in Board summer programs in the borough of their assignment. School aides who apply in writing will be interviewed and the senior qualified applicant will be selected.

In the event that school aide positions in Board summer programs remain unfilled, the vacant positions will be offered to school aides serving in elementary, intermediate, or junior high schools in the district and special education programs in the borough, who have worked for two years in summer programs and who apply in writing. The senior qualified applicants will be selected. The Union will be notified in writing when exceptions based on qualifications are made.

#### 2. In Other Schools

School aides may apply for positions as school aides in schools in the district, or in the case of high schools and District 75 schools in the borough, other than the one in which they are serving. A school aide 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 school.

For the purposes of this Section, “continuous service” is defined as uninterrupted service except that breaks in service caused by layoff, not to exceed four years, or other approved leave with or without pay, as provided in Article XIII, shall not be deemed an interruption of service, but such limited period shall not be counted on the determination of length of continuous service.

An “opening” is a vacancy created by the termination or transfer of a regularly employed employee or a new position to the work location or a position in a newly constructed work location, except that openings created by a transfer shall not be subject to the posting requirements of Article XXIX of this Agreement and shall be available only to those employees who have an existing application for transfer to the school in question on file with the district office, or for High

Schools with the Office of Personnel, and for Special Education with District 75.

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

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

3. In Paraprofessional Positions

Notice of vacancies in paraprofessional positions in the regular day school program will be posted in the school and school aides and health service aides serving in the school will be interviewed for employment in such positions if they apply in writing. To the extent permitted by applicable law, the school aide applicant with the highest seniority in the school who is found eligible and qualified will be considered for employment in the paraprofessional position in the school before any applicant outside the school system is considered.

Paraprofessional positions in classes or facilities under District 75 shall be limited to school aides and health service aides in such classes or facilities. In the event that no one applies for such paraprofessional position other school aides in the school may apply pursuant to the above procedure except that the most qualified applicant shall be considered for employment before any applicant outside the school system is considered.

4. In The Breakfast Program

School aides serving in the day school who apply in writing for school aide positions in the day school breakfast program in their school will be hired, based on seniority, provided such employment does not prevent other employees in the regular day school program from securing five hour assignments.

5. School aides may apply and will be considered for openings in the Film Inspection Assistant title. An "opening" is a vacancy created by the termination of a regularly employed film inspection assistant 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.

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

## ARTICLE XIX

### APPLICATIONS FOR ASSIGNMENT

Employees shall be given the opportunity to apply for any school aide assignment which becomes available in the school where the duties involved are limited to a particular function (e.g. work related to: library; attendance; supplies). The most senior qualified applicant shall be selected. A more senior applicant who is not selected shall, upon request, be given the reasons for not having been selected.

For this purpose, seniority is defined as length of service in the school, in the district, or if in a high school or special education location, in the borough.

Exceptions to this Article, based on qualifications, shall have the prior approval of the Community Superintendent, or for the High Schools of the appropriate Assistant Superintendent, or for District 75, the Superintendent. Grievances arising out of such exception shall be appealable directly to Step 3 of the expedited grievance procedure. If a grievance arising from such exception is appealed to the Grievance Panel, such appeal shall take precedence over all other scheduled appeals.

## ARTICLE XX

### 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 reach an understanding which will dispose of the matter in a manner satisfactory to the employee, without need for recourse to the formal grievance procedure. An employee's complaint should be presented and handled promptly and should be disposed of at the lowest level of supervision consistent with the authority of the supervisor.

Upon request to the head of the school, a Union staff representative shall be permitted to



meet with the employees in the unit during their non-working time, within the school, for the purpose of investigating complaints and grievances, under circumstances that will not interfere with school activities. A Union representative or shop steward shall be permitted to investigate grievances and complaints during working time provided such grievances require inspection of working conditions at the work location. 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/her grievance.

#### INFORMAL COMPLAINT PROCEDURE

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

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

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

#### 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 July 1, 1980 for three months or more to the general duties and responsibilities prescribed for another title is subject to the grievance procedure. Other complaints as to out-of-title work are to be referred to the Executive Director, Division of Human Resources. 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 violations of any term of this agreement. Such grievance shall be initiated with the community or assistant superintendent or with such Board official as may be appropriate.

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

#### Expedited Grievance Procedure

Grievances arising out of exceptions to seniority for layoff and recall shall be filed by the aggrieved employee within two days from knowledge of the decision and the Board of Education shall schedule a hearing and render a decision within four school days. If the Step 3 award is unsatisfactory to the employee he/she may file for arbitration and a hearing will be scheduled and a decision rendered within ten calendar days.

#### School Aides Level II (Supervising School Aides)

Where a grievance concerns unsatisfactory performance, or discharge, as the case may be, in the assignment as a School Aide Level II (Supervising School Aide), only employees with more than ten months of service as a School Aide Level II (Supervising School Aide) may file an expedited grievance (at Step 2) with the Superintendent, which may be appealed to the level of the Chancellor and to arbitration, to complain that the Principal's judgment was arbitrary and capricious.

A School Aide Level II (Supervising School Aide) who serves as such for more than ten months whose assignment is discontinued because of unsatisfactory performance as a School Aide Level II (Supervising School Aide) but who had served as a School Aide shall be returned to a School Aide position in the district in which the employee served as a School Aide Level II (Supervising School Aide).

Following is the procedure for presentation and adjudgment of grievances:

#### School Level (Step 1)

The employee shall initiate the grievance at Step 1 with the head of the school as the Board representative. For employees who work directly with the Committee on Special Education Chairperson the grievance shall be initiated with the CSE Chairperson.

District Level (Step 2).

If the grievance is not resolved at the first step, the employee may then appeal the grievance within 15 school days of receipt of the Step 1 decision to the Community Superintendent as the Board representative at Step 2 (for elementary and junior high schools) or for high schools, to the appropriate Borough Superintendent of High Schools, or to the Superintendent of District 75.

Board Level (Step 3)

If the grievance is not resolved at the second step, the employee may then appeal the grievance 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 and a shop steward or by an employee in the bargaining unit who is not an official or agent of another employee organization. At Step 1, the Union representative shall be the steward at the school or a Union staff representative, or both. At Steps 2 and 3 the Union representative may be a Union staff representative or the steward who represented the employee at Step 1, or both.

Conferences and Decisions

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

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

time limits:

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

If 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 reached within the time limit at Step 1, 2 or 3, the employee may appeal the grievance to the next higher step.

A Union-initiated grievance may be appealed by the Union to the next higher step of the grievance procedure.

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

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

The Panel shall set a hearing date for the appeal that is within 30 days following receipt of the appeal, and issue an award within 30 days following the close of the hearing.

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

With respect to grievances which involve the application or interpretation of the provisions of this agreement, the Grievance Panel shall be without power or authority to make any decision:

1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this agreement or of applicable law or rules or regulations having the force and effect of law;
2. Involving Board discretion or Board policy under the provisions of this agreement, under Board By-Laws, or under applicable law,

except that the Panel may decide in a particular case that such policy was disregarded or that the attempted application of any such term of this agreement was so discriminatory, arbitrary or capricious as to constitute an abuse of discretion;

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

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

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 Union at the conference, then a report and majority recommendation of the Panel shall be transmitted by the chairman to the Chancellor. No minority report shall be transmitted by Panel members. Within ten school days after the date the report and recommendation are received by the Chancellor, he shall indicate whether he will accept the Panel's recommendation. Unless the Chancellor disapproves the recommendation within ten school days after the date it is received by him, the recommendation shall be deemed to be his decision.

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

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

The provisions of the formal grievance procedure outline above shall not be available for

the use of employees with less than the equivalent of one school term of continuous service.

## ARTICLE XXI

### 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 action should be taken by the supervisor having such authority only after he/she has given due consideration to the matter.

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

Such procedure will initiate at Step 2 of the expedited grievance procedure.

School Aide Level II (Supervising School Aide)

Where a grievance concerns unsatisfactory performance, or discharge, as the case may be, in the assignment as a School Aide Level II (Supervising School Aide), only employees with more than ten months of service as a School Aide Level II (Supervising School Aide) may file an expedited grievance (at Step 2) with the Superintendent, which may be appealed to the level of the Chancellor and to arbitration, to complain that the Principal's judgment was arbitrary and capricious.

A School Aide Level II (Supervising School Aide) who serves as such for more than ten months whose assignment is discontinued because of unsatisfactory performance as a School Aide Level II (Supervising School Aide) but who had served as a School Aide shall be returned to a School Aide position in the district in which the employee served as a School Aide Level II (Supervising School Aide).

ARTICLE XXII  
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 XXII-A  
SCHOOL AIDES LEVEL II (SUPERVISING SCHOOL AIDES)

1. a. Hours

The hours for this position will be a minimum of four hours per day for School Aides Level II (Supervising School Aides) with two or more years of continuous service in the bargaining unit.

Only in extraordinary circumstances, a district may apply to the Chancellor's Office to permit a waiver of the contractual provisions (Article VII) against split shifts for School Aides Level II (Supervising School Aides). A waiver request shall be based on special circumstances demonstrated by the district and will not be effectuated until the Chancellor or his designee has consulted with Local 372 and notified the district that the waiver has been granted. The Union may initiate an expedited grievance to complain that special circumstances were not present which would warrant the waiver.

b. Hiring and Selection

All School Aides Level II (Supervising School Aides) must have a high school diploma as a minimum educational requirement.

The Principal shall select the best qualified applicant from the employees and others seeking the position based on systemwide criteria.

School Aide Level II (Supervising School Aide) positions shall first be posted in each

school in the district for seven school days. For high schools, all references to “district” shall apply to the borough. All School Aides who apply for a School Aide Level II (Supervising School Aide) position in their school shall be interviewed. There shall also be a citywide posting for assignment to School Aide Level II (Supervising School Aide) at least once a year.

A School Aide who believes that he/she is the best qualified applicant and should have been selected for a School Aide Level II (Supervising School Aide) position may appeal the Principal’s decision in writing within five school days to the Personnel Director of the Division of Human Resources for a prompt determination. The decision by the Personnel Director is final and binding.

c. Seniority

School Aides assigned as School Aides Level II (Supervising School Aides) will retain the seniority they held as School Aides for the purposes described in the School Aide contract under the following articles:

Article VII - Assignment of Regular Work Schedules (except as modified in Section 1. a. of this Article XXII-A )

Article XI – Termination Pay Allowance

Article XII - Service Compensation Allowance

Article XIII – Leaves of Absence

Article XVI – Seniority Policy (except as modified below)

Article XVII – Transfer of Seniority

Article XVIII – Policy Concerning Applications for Positions

Article XX – Complaint and Grievance Procedures (except as modified below)

Article XXI– Discharge Review Procedures (except as modified below)

Articles XX and XXI have been modified as follows:

Where a grievance concerns unsatisfactory performance, or discharge, as the case may be, in the assignment as a School Aide Level II (Supervising School Aide), only employees with more than ten months of service as a School Aide Level II (Supervising School Aide) may file an expedited grievance (at Step 2) with the Superintendent, which may be appealed to the level of the Chancellor and to arbitration, to complain that the Principal’s judgment was arbitrary and



capricious.

A School Aide Level II (Supervising School Aide) who serves as such for more than ten months whose assignment is discontinued because of unsatisfactory performance as a School Aide Level II (Supervising School Aide) but who had served as a School Aide will be returned to a School Aide position in the district in which the employee served as a School Aide Level II (Supervising School Aide).

d. Sick Leave

Only employees who were newly hired after July 14, 1996 will be subject to the sick leave provisions of the 1995-2000 MCMEA Section 9(d). For the first three (3) years of employment, sick leave will accrue at one (1) hour for every twenty-two (22) hours worked, and at the beginning of the fourth year, one (1) hour for every twenty (20) hours worked. Incumbent employees, hired before July 14, 1996, who are assigned as School Aides Level II (Supervising School Aides) will continue to receive sick leave at the one (1) hour for twenty (20) hours worked formula. Employees newly hired on or after July 1, 2004 shall accrue sick leave at the rate of one (1) hour for every 24 hours actually worked for the first five (5) years of service.

e. Training

A five-day training program is mandated for all staff to be assigned as School Aides Level II (Supervising School Aides). In addition to the mandated training, training at the school level is strongly encouraged.

f. Other Provisions

All other provisions of the School Aide and Health Service Aide contract shall apply unless specifically modified by the parties in writing.

2. Layoff and Recall

a. Definition

Except as otherwise defined below, seniority is defined as length of continuous service as a School Aide Level II (Supervising School Aide) in the district. In the high schools and schools which are under the jurisdiction of District 75, seniority is defined as length of continuous service as a School Aide Level II (Supervising School Aide) in the borough.

Contractual layoff and excessing rights of employees in the Chancellor's District will continue to be

applicable in the geographic superintendency where the school is located. No employee's contractual rights will be diminished or impaired by virtue of the school being transferred to the Chancellor's District. Any service accrued while in the Chancellor's District will be considered service in the school, as if it were still within the original geographic superintendency. In addition, an individual will accrue seniority as if the school were still in the original geographic superintendency.

For all other purposes while the school remains in the Chancellor's District, the Chancellor's District will become the jurisdiction of record.

School Aides Level II (Supervising School Aides) who have at least ten months of continuous service and who have served in the School Aide Level I title shall have their School Aide Level I seniority added to their School Aide Level II (Supervising School Aide) seniority.

For purposes of this section, "continuous service" is defined as uninterrupted service except that breaks of service caused by layoff, not to exceed four years, or other approved leaves without pay, as provided in Article XIII, 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. Seniority List

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

c. Layoff

1) In the event of a layoff of employees in the bargaining unit because of lack of work or funds, layoff shall be based on School Aide Level II (Supervising School Aide) seniority. A School Aide Level II (Supervising School Aide) who is laid off who has at least ten months of continuous service and who has School Aide Level I service shall remain in the district if the employee is more senior than the junior school aide in the district. A School Aide Level II (Supervising School Aide) who is laid off and who has less than ten (10) months of continuous service shall be returned to his/her former district if the employee has prior service as a School Aide Level I in the district and is more senior than the junior school aide in the district. If the employee has no prior service as a School Aide Level I, the employee shall be placed on the

district's School Aide Level II (Supervising School Aide) recall list. A junior School Aide Level II (Supervising School Aide) who would otherwise be laid off on the basis of seniority may be retained only if and so long as he/she is performing duties which no other more senior qualified employee is able to perform.

2) When two or more employees with an identical seniority date in the bargaining unit are scheduled for layoff or recall, a lottery drawing shall be held to determine selection of the employee to be laid off or recalled. The Union representative shall be present at the lottery drawing. Only one such lottery drawing shall be necessary to determine seniority for the list. The laid off employee/employees shall be covered by the above subsection 1).

d. Bumping

A School Aide Level II (Supervising School Aide) who has been laid off shall have the right to be placed in a School Aide Level I position if he/she has served as a School Aide Level I and there is a vacancy or an employee with less seniority as a School Aide Level I.

e. Excessing

1). If the need should arise to excess from one location to another, the employee/employees selected shall be the junior School Aide/Aides Level II (Supervising School Aide/s) at the work location. A junior School Aide Level II (Supervising School Aide) who would otherwise be excessed, may be retained only if and so long as he/she is performing duties which no other more senior qualified employee is able to perform.

2) When two or more employees with an identical seniority date in the bargaining unit are subject to excessing, a lottery drawing shall be held to determine selection of the employee to be excessed. A Union representative shall be present at the lottery drawing. Only one such lottery drawing shall be necessary to determine seniority for the list.

f. Recall

Recall of employees who are laid off because of lack of work or funds shall be made on the basis of seniority except that an employee with less seniority may be recalled if he/she is required to perform duties that a more senior qualified employee on layoff is not able to perform.

g.. Retention of Seniority

An employee in the bargaining unit who is laid off because of lack of work or funds,

and who is recalled within four years, shall regain the seniority he/she had and shall be credited with the accumulated sick leave to which he/she was entitled at the time he/she was laid off. An employee who is not recalled within four years shall be considered terminated.

h. Notice of Layoffs

Employees and the Union will be given ten working days notice of layoff except for compelling reasons.

ARTICLE XXIII

DAMAGE OR DESTRUCTION OF PROPERTY

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

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

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

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

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

ARTICLE XXIV

IDENTIFICATION CARDS

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

an appropriate affidavit of loss.

## ARTICLE XXV

### SAFETY

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

Within ten days of the opening of school in September of each year, the principal will have a copy of the safety plan for the school posted on the bulletin board provided employees covered by this agreement. A copy will also be given to each employee upon request.

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

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

If the employee is not satisfied with the decision of the principal, he/she may appeal in writing as promptly as possible to the community superintendent or the assistant superintendent, 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 Executive of School Safety and Planning and request a hearing, as promptly as possible after receiving the decision of the community superintendent or assistant superintendent.

The Chief Executive of School Safety and Planning 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 Executive of School Safety and Planning shall be final and binding.

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

ARTICLE XXVI

PAY PRACTICES

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

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

2. Effective August 15, 2018, the Board may require that all newly hired employees be paid exclusively through direct deposit or electronic funds transfer. For employees on direct deposit, the employer may provide pay stubs electronically except where the employee has requested in writing to receive a printed pay stub.

The parties shall work together regarding incumbent employees' enrollment in direct deposit, with the objective of 100% of employees being paid electronically.

The parties shall meet and discuss issues of mutual concern related to direct deposit including but not limited to:

- Ensuring that employees have available cost-free banking options, i.e. free checking accounts;
- Identifying other options for employees to receive pay, including a debit card option;
- Identifying a procedure for manual payments made to employees enrolled in direct Deposit, e.g. Commissioner's checks.

ARTICLE XXVII

BULLETIN BOARDS

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

ARTICLE XXVIII

STORAGE OF EMPLOYEE'S PROPERTY

Employees shall be provided with lockers to store their personal belongings while working in the school.

ARTICLE XXIX

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 and a copy given to the Union.

All openings in the district shall be posted in each school in the district for seven days.

Work assignments and work scheduled 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 term, and a copy shall be given to the shop steward and Union staff representative.

ARTICLE XXX

CHECK-OFF

1. Information to the Union

Within thirty (30) days of an employee first being employed, reemployed or transferred to this unit, the Board or City shall notify the Union of the employee's name, home address when available, job title, department or other operating unit, work email address and work location.

Within thirty (30) days of providing such notice, the Board shall allow a duly appointed representative of DC37 to meet with such employee for a reasonable amount of time during his or her work time without charge to leave credits, provided that such meeting does not disrupt agency operations and that arrangements for such meeting be scheduled in consultation with a designated representative of the Employer. Where practicable, this requirement may be satisfied by allowing DC37 a reasonable amount of time during a formal employee orientation program to provide membership information to employees.

2. Exclusive Check-Off Privilege

The Board shall commence deduction of dues as soon as practicable, but in no case later than thirty (30) days after receiving proof of a signed dues check off authorization card. The employer shall accept signed dues check off authorization cards signed by means of written and/or electronic signatures. The right to membership dues shall remain in effect until the (1) employee is no longer employed in a title represented by DC37 or (2) the employee revokes such dues check off authorization pursuant to and in accordance with the terms of the dues check off authorization card.

2. Dues Check-Off on Transfer

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

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 XXXI

INFORMATION TO THE UNION

Dues Check-Off Information

The Board or City shall furnish to the Union, at least once every thirty (30) days, a listing of employees by Job Title Code, home address when available, Employee Identification Number or Social Security Number, Department Code Number, work email address, and current work location. 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.



## ARTICLE XXXII

### CONSULTATION WITH UNION COMMITTEE

1. Appropriate representatives at Board headquarters level and representatives of the Union shall meet once a month during the school year to consult on matters of school aide policy and on questions relating to the implementation of this Agreement.
2. The community or assistant superintendent, or his designee, will meet with Union representatives at reasonable times during the year upon request of the Union to consult on matters of mutual concern relating to school aide policy.

## ARTICLE XXXIII

### 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 aide program or other school activities. Such meetings may be held 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 XXXIV

### 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 XXXV

NOTICE - LEGISLATIVE ACTION

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

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

ARTICLE XXXVI

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 Human Resources 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 by obtaining from police and from the supervisor relevant information concerning the culprits.

ARTICLE XXXVII

CONFORMITY TO LAW - SAVING CLAUSE

1. 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.

2. 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.

3. 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 XXXVIII

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 XXXIX

ABSENCE WITHOUT NOTICE

Employees who are absent for 20 consecutive workdays without notice shall be deemed to have resigned unless they have reasonable cause for failure to notify. The issue of the reasonableness of the cause and the penalty, if any, shall be subject to the grievance procedure.

ARTICLE XL

COPY OF AGREEMENT

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

ARTICLE XLI

DURATION

This Agreement shall become effective as of September 26, 2017, and shall continue in full force and effect until May 25, 2021.

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

Dated: \_\_\_\_\_

New York, New York



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



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



**David C. Banks**  
Chancellor  
Board of Education of the  
City School District of  
the City of New York

## 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 1984-1987 MCEA and Section 11 of the 1987-1990 District Council 37 Economic Agreement:

1. Only service in pay status shall be used to calculate the fifteen 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 fifteen years of service. A continuous year of service shall be a full year of service without a break of more than thirty-one days. Where the regular and customary work year for a title is less than a twelve-month year such a school year, such regular and customary year shall be credited as a continuous year of service counting towards the fifteen 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 fifteen 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 fifteen 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 Laws Sections 80 and 81 or any similar contractual provision.
- d. Time not in pay status of thirty-one days or less.

Notwithstanding the above, such time as specified in subsections a, b, and c above shall not be used to calculate the fifteen years of service.

4. Once an employee has completed the fifteen 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, \$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.