7-1-1978

City of New York School District Board of Education and Board of Education Employees, District Council 37, American Federation of State, County and Municipal Employees, AFL-CIO, Local 372 (1978)

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City of New York School District Board of Education and Board of Education Employees, District Council 37, American Federation of State, County and Municipal Employees, AFL-CIO, Local 372 (1978)

Location
New York, NY

Effective Date
7-1-1978

Expiration Date
6-30-1980

Number of Workers
1000

Employer
Board of Education of the City School District of the City of New York

Union
Board of Education Employees; District Council 37

Union Local
372

NAICS
61

Sector
Local government

Item ID
6178-008b180f005_01

Keywords
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Comments
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The approximate number of employees represented by this contract are 1,000.

Pat Taluy
Research

District Council 37
American Federation of State, County and Municipal Employees
AFL-CIO

covering

HOURLY SCHOOL LUNCH EMPLOYEES

July 1, 1978 - June 30, 1980
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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 insofar as such practices and procedures are appropriate to the special functions and obligations of the Board, are permitted by law and are consonant with the paramount interests of the school children, the school system and the public; and

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

WHEREAS, pursuant to the Statement of Policies, the Union has been certified as the exclusive bargaining representative of all employees employed by the Board of Education in the titles of hourly School Lunch Helper and hourly Senior School Lunch Helper; and

WHEREAS, an agreement heretofore entered into by and between the parties expired on June 30, 1978; 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:

- 1 -
ARTICLE I
UNION RECOGNITION

The Board recognizes the Union as the exclusive bargaining representative of all hourly employees employed in school lunch or other school food service programs operated and controlled by the Central Board or by a Community School Board in the titles of School Lunch Helper and Senior school Lunch Helper (hereinafter referred to as "hourly school lunch employees" 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 conditions of employment for such new title or category of employees; but nothing contained herein shall be construed to require re-negotiation of terms and conditions of employment applicable to employees in the existing bargaining unit as a result of the Board’s redesignation of the title or category of employees in the unit.

Nothing contained herein shall be construed to prevent any Board official from meeting with any employee organization representing school lunch employees for the purpose of hearing the views and proposals of its members, except that, as to matters presented by such organizations which are proper subjects of collective bargaining, the Union shall be informed of the meeting and, as to those matters, any changes or modifications shall be made only through negotiation with the Union.

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

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

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

FAIR PRACTICES

The Union agrees to maintain its eligibility to represent all employees by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent equally all employees without regard to membership or participation in, or association with the activities of, any employee organization.

The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, marital status or membership or participation in, or association with the activities of, any employee organization.
ARTICLE III
RATES OF PAY

A. Rates of Pay

The rates of pay of hourly school lunch employees shall be as follows:

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<tr>
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B. Coalition Economic Agreement

1. Incorporation in this Agreement

   The Coalition Economic Agreement entered into by the parties and effective as of June 5, 1978, is set forth infra as Appendix A and incorporated into this Agreement as required by paragraph 12 of the Coalition Economic Agreement.

2. Non-Pensionable Cash Payment

   The non-pensionable cash payment provided in paragraph 5 of the Coalition Economic Agreement shall apply to employees covered by this Agreement.

C. Hourly School Lunch, School Aide and Film Inspection Assistant Agreement

1. The Agreement entered into by the parties dated July 12, 1979 is set forth infra as Appendix B and incorporated into this Agreement as required by paragraph 2 of the July 12, 1979 Agreement.
ARTICLE IV
HEALTH AND WELFARE BENEFITS

A. Health Insurance

The Board will provide employees who regularly work 20 or more hours a week from September through June and who return to work the following September with health insurance coverage on a 12-month basis.

B. Welfare Benefits

Effective July 1, 1976, the Board will provide funds at the rate of $200 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.

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 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, 1976, 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.
ARTICLE VI

VACATION PAY

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

1. The Christmas school 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.

2. An employee with three but less than five years of continuous service shall be given five sessions vacation pay upon completion of his/her normal school year. An employee with five or more years of continuous service shall be given ten sessions vacation pay upon completion of his/her 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 the hourly school lunch, school aide or film inspection assistant titles, except that breaks in 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.

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.

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.
ARTICLE VII

UNIFORMS

1. Employees who are required in the performance of their duties to wear uniforms or aprons or both will have them supplied by commercial laundry in the following manner:

   Employees who work 30 hours or more per week who are required to wear uniforms will be supplied with three uniforms per week.

   Employees who work 30 hours or more per week who are required to wear both uniforms and aprons will be supplied with three uniforms and five aprons per week.

   Employees who work less than 30 hours per week who are required to wear uniforms will be supplied with two uniforms per week.

   Employees who work less than 30 hours per week who are required to wear both uniforms and aprons will be supplied with two uniforms and three aprons per week.

2. An experimental program will be set up in five school districts (one per borough) by a combined labor-management committee consisting of five management representatives and four Union representatives to develop procedures for the provision of uniforms to employees beginning no later than February 1, 1979. In those districts selected by the committee uniforms will be furnished by the Office of School Food Services to hourly school lunch employees. At the end of the experimental period (June 1979), those employees participating in the program will receive an allowance for maintenance as determined by the joint labor-management committee. The committee will evaluate the experiment in terms of cost effectiveness and employee appearance according to standards adopted by the committee and will make a binding recommendation to the Chancellor at the end of June 1979.
ARTICLE VIII

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

In the event that an employee dies because 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, a payment of $25,000 will be made by the Board to: a) the employee's widow or widower, if any; or if there be no widow or widower, b) the employee's child or children, if any, in equal shares; or if there be no children, c) the employee's estate.

Such payment shall be addition to any other payment which may be made as a result of such death.
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 Workmen's Compensation Law upon the determination of the Chancellor that the employee has been physically disabled because of an assault made upon him during the performance of his official duties, provided that such injury is compensable under the Workmen's Compensation Law.

ARTICLE X

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.

 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 or her and giving up his or her right to be recalled under Article XVI of this Agreement.

 Employees reaching the mandatory retirement age shall be permitted to work until the end of the school year in June if they choose to do so.
ARTICLE XI

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 such 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 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.

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

TRANSFER OF SENIORITY

Hourly employees in titles covered under the School Aide, Hourly School Lunch, and Film Inspection Assistant contracts who transfer to another title covered under the School Aide, Hourly School Lunch and Film Inspection Assistant agreement shall be transferred without any loss of 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 purposes of layoff and recall or promotion.
ARTICLE XIII
LEAVES OF ABSENCE

1. Personal Illness

Employees with two 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.

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 (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 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.

3. Maternity Leave

An employee with two (2) or more years of continuous service who leaves for reasons of maternity shall be entitled to return on the basis of seniority within one year and shall regain the seniority she had before she left, and other rights they had before leaving including such accumulated sick leave as was not used prior to the leave of absence.

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.

5. All applications for leaves of absence within the provisions of this Article
shall be forwarded to the Personnel Board for approval with proper medical docu-
mentation attached.
ARTICLE XIV

SICK LEAVE

1. Employees shall be credited with a sick leave allowance with pay of one hour for each 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.

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

Under the conditions stated below, absences of hourly-school lunch employees shall be excusable with pay at the discretion of the Personnel Board, without charge to sick leave or annual leave balances, upon submittal of evidence satisfactory to the Personnel Board and upon application in the form prescribed by the Personnel Board:

1. **Death in the Immediate Family**

   Absence not to exceed four working sessions is permitted in the case of death in the immediate family. In addition, the Personnel Board may excuse additional absence when such absence is necessary because of attendance at the funeral of a relative in the immediate family at a place remote from the City of New York. For the purpose of this paragraph the term "immediate family" includes a parent, child, brother, sister, grandparent, grandchild, husband, wife or parent of a husband or wife, or any relative residing in the employee's household. 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 performance of such jury duty.
3. Court attendance under 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 the employee 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 a certificate from the 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 eight-year 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 were held, inasmuch as absence during working hours only will be excused.

12. Procedures for Approval

1. Prior notice to and authorization by the Director of School Lunches are required for absences due to the reasons stated above except the employee shall give notice to the Director of School Lunches as soon as possible in regard to absences due to the reasons stated in Sections 1 and 4 above.

2. All applications for excusable absences within the provisions of this Article, shall be forwarded to the Personnel Board with the Administrator of the Office of School Food Services' approval or disapproval indicated thereon.
ARTICLE XVI
SENIORITY POLICY

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

1. Layoff and Recall

For the purposes of layoff and recall, seniority is defined as length of continuous service in the job classification in the Office Area.

For layoff because of lack of work, the employee with the least seniority in the Office Area shall be selected provided that an employee scheduled for layoff may be retained where he/she is performing duties which no more senior qualified employee is able to perform.

Recall to their Office Area of employees who are laid off will be made on the basis of greatest seniority. An employee who is laid off and recalled to his/her Office Area within four years shall regain the seniority he/she had and shall be credited with the 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.

An employee while on layoff from an Office Area shall be offered assignment to an opening in his title in any other Office Areas in the borough before any new applicants are assigned. An employee on layoff who accepts such assignment to another Office Area shall begin to earn Office Area seniority from the effective date of that assignment, and shall maintain recall rights back to his/her original Office Area in accordance with the recall provision of this Article.

For purposes of seniority the elementary, junior high and intermediate schools in each district shall constitute a separate Office Area.

For the high schools each borough shall constitute a separate Office Area and for the warehouse and distribution locations the Warehouse and
Distribution Section shall constitute a single Office Area.

If an hourly senior school lunch helper is laid off, the employee shall regain seniority in their prior job classification, and have the right to bump those employees in the lower classification with less seniority provided the employee previously held a lower title.

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

2. Promotion and Changes of Assignment

For the purpose of promotion and changes of assignment, seniority is defined as length of continuous service in the job classification in the district, or borough, or Warehouse and Distribution Section Area, within the work location.

For promotion from one job classification within a work location to a higher job classification within the work location the senior qualified employee in the Office Area at the work location in the next lower job classification shall be selected.

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

For involuntary reassignment from one work location to another, the employee with the least seniority in the Office Area at the work location from which reassignment is made shall be selected.
For changes of regular assignment or changes of regular work schedules (number of hours of work) within a work location, the employee selected shall be the employee in the job classification at the work location with the greatest seniority in the Office Area if the change is voluntary or the employee in the job classification at the work location with the least seniority in the Office Area if the change is involuntary.

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

The work locations are defined as follows:

A. A school lunchroom.

B. The offices at Office of School Food Services headquarters, except that the Office of School Food Services payroll and accounting office is a separate work location.

C. An area office of the Office.

D. Warehouse and Distribution Section.

For the purposes of this Article, "continuous service" is defined as uninterrupted service in a job classification 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.

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

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

If the Administrator of the Office of School Food Services 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.
ARTICLE XVII

VACANCIES IN SCHOOL AIDE AND PARAPROFESSIONAL POSITIONS

1. School Aide Positions

Notice of vacancies in school aide positions in the regular day school program will be posted in the school and hourly school lunch employees 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 hourly school lunch applicant with the highest seniority in the school who is found eligible and qualified will be considered for employment in the school aide position in the school before any applicant outside the school system is considered.

An hourly school lunch employee who is appointed as a school aide will be compensated at the school aide rate of pay specified in the school aide agreement which is most nearly comparable to his/her rate of pay as a school lunch employee.

2. In Paraprofessional Positions

In the event vacant paraprofessional positions in the school are not applied for by school aides in the school, hourly school lunch employees in the school will be interviewed for employment in such positions if they apply in writing. To the extent permitted by applicable law, the 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.
ARTICLE XVIII

POLICY CONCERNING APPLICATIONS

FOR POSITIONS IN OTHER WORK LOCATIONS

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

Hourly School Lunch employees serving in the day schools who apply in writing for hourly school lunch positions in Board summer programs will be interviewed and the senior qualified applicant will be selected. Hourly School Lunch positions in Board summer programs will be posted. The Union will be notified in writing when exceptions based on qualifications are made.

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 XXXII 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 Office of School Food Services. The determination of qualifications for employment in a particular work location shall be made by the supervisor in charge of the work location.

 Exceptions to this Article, based on qualification must have the prior approval of the Office of School Food Services. 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.

For the purpose of this Article, continuous service shall be defined as uninterrupted service as an hourly school lunch worker 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.

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

ASSIGNMENT OF REGULAR WORK SCHEDULES

An employee whose daily schedule is less than four-hours shall be offered employment to an existing four-hour vacancy in the school if found qualified. Selection for the vacancy shall be 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 those employees with two or more years of continuous service as an hourly school lunch employee who do not choose an assignment to a shorter schedule that may be available except that those employed in work locations serving fewer than 100 lunches per day will have the option of (1) being transferred without loss of seniority to four hour vacancies that may be available in other work locations in the district or (2) remaining at their work locations in regular daily work schedules of less than four hours. Those who elect to transfer will be placed on a preferred list, in order of seniority in the district, for employment in four-hour vacancies that become available in the district.

It is understood that such vacancies will be filled first through recall of employees pursuant to Article XVI Seniority Policy.

Regular substitute employees shall become regular employees after 120 consecutive days of work and shall be given a regular assignment if there is a vacancy.
ARTICLE XIX-A

SERVICE BEFORE THE OPENING OF SCHOOL

Where the Administrator of the Office of School Food Services requires the presence of an hourly school lunch employee(s) on days before the opening of school in September, he/she shall select the most senior qualified employee(s) except where the type of work required was part of the assignment of an employee with less seniority during the preceding school year. Hourly School lunch employees 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 hourly school lunch employee 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 hourly school lunch employees are employees of the Board of Education including non-public and alternative schools.

Exceptions to this Article, based on qualifications, shall have the prior approval of the Administrator of the Office of School Food Services. 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 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 reaching an understanding which will dispose of the matter in a manner satisfactory to the employee, without need for recourse to the formal grievance procedure. An employee's complaint should be presented and handled promptly and should be disposed of at the lowest level of supervision consistent with the authority of the supervisor.

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

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

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

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

FORMAL GRIEVANCE PROCEDURE

If the matter has not been disposed of informally, an employee having a complaint concerning any condition of employment within the authority of the Board of Education may, within a reasonable period not to exceed 100 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 procedure of the agency having authority over such matters.

The grievance procedure does not apply to complaints concerning out-of-title work except that a complaint by an employee that he/she has been assigned continuously after September 1, 1974 for three months or more to the general duties and responsibilities prescribed
for a higher school lunch 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 Personnel. It is understood, however, that complaints of employees in title against out-of-title assignments made to other employees are subject to the grievance procedure.

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

The Union has the right to initiate or appeal a grievance involving alleged violation of any term of this agreement. Such grievance shall be initiated within a reasonable period of time with the Administrator of the Office of School Food Services, or with such other Board official as may be appropriate.

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

**Expedited Grievance Procedure**

Grievances arising out of exceptions to seniority for layoff and recall shall be filed by the aggrieved employee within two days from knowledge of the decision and the Board of Education shall schedule a hearing and render a decision within four school days. If the 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.

Following is the procedure for presentation and adjustment of grievances:
Office of School Food Services (Steps 1 and 2)

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

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

High Schools (Steps 1 and 2)

1. An employee who is employed by the high schools shall initiate the grievance at Step 1 with the borough supervisor of the Office of School Food Services.

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

Step 3

If the grievance is not resolved at Step 2, the grievance may then be appealed to the Chancellor within 15 school days of receipt of the Step 2 decision. The appeal at Step 3 shall be accompanied by the letter of appeal and the 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 work location or a Union staff representative, or both. At Steps 2 and 3 the Union representative may be a Union staff representative or the steward who represented the employee at Step 1, or both.
Conferences and Decisions

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

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

1. At Step 1, within five school days after the grievance is initiated;

2. At Step 2, within ten school days after the appeal is received.

3. At Step 3, within ten school days after the appeal is received.

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

If a satisfactory resolution is not reached or if a decision is not rendered within the time limit at Step 1, 2 or 3 the Union 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.
APPEALS TO THE GRIEVANCE PANEL (STEP 4)

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

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 employee 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 Union. If the Chancellor decides to disapprove a recommen-
dation of the Panel, he shall notify the Union and the Panel of
his decision.

* * *

The provisions of the formal grievance procedure outlined
above shall not be available for the use of employees with less
than the equivalent of one school term of continuous service.
ARTICLE 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 has given due consideration to the matter.

If an employee with more than the equivalent of one school term is discharged, he 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 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 XIX of this Agreement.

Such procedure will initiate at Step 2 of the Expedited Grievance Procedure.
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 XXIII

DAMAGE OR DESTRUCTION OF PROPERTY

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

2. The Board will reimburse employees, in an amount not to exceed a total of $100 in any school year, for loss or damage or destruction, while on duty in a school, district or Central Board office, of personal property of a kind normally worn to or brought into a school when the employee has not been negligent, 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

SAFETY

While working in a school, employees will be covered by the safety plan developed for the school and by the appeal procedures as described below.

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 Administrator of School Safety and request a hearing, as promptly as possible after receiving the decision of the community superintendent or assistant superintendent.
The Chief Administrator of School Safety shall render his/her decision in writing to the employee within 48 hours after receiving the appeal.

If a hearing is requested, it shall be held within 48 hours and the decision shall be rendered within 48 hours after the close of the hearing. The decision of the Chief Administrator of School Safety shall be final and binding.

Where all school lunch employees in the school are affected, the Union may initiate a complaint on behalf of all school lunch employees.
ARTICLE XXV
PAY PRACTICES

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

B. Employees shall be given 15 minutes off to cash paychecks when they are scheduled to work until 3 P.M. on a pay day.

ARTICLE XXVI
BULLETIN BOARDS

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

STORAGE OF EMPLOYEE'S PROPERTY

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

ARTICLE XXVIII

IDENTIFICATION CARDS

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

A. Exclusive Check-Off Privilege

The Board will honor, in accordance with their terms, only such written
authorizations as are properly executed by employees in the unit covered by
this agreement for the deduction of their dues in behalf of the Union.

B. Dues Check-Off on Transfer

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

C. Agency Shop Fee

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

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

The Union agrees to hold the Board harmless against claims arising
out of the deduction and transmittal of agency shop fees where there is a
final adjudication by a court or arbitrator that said agency shop fees
should not have been deducted and/or transmitted to the Union.

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

INFORMATION TO THE UNION

A. Dues Check-Off Information

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

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

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

PRINCIPLES TO GOVERN CERTAIN PERSONNEL ACTION

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

ARTICLE XXXII

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 school days.

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

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

ARTICLE XXXIII

CONSULTATION WITH UNION COMMITTEE

The Administrator of the Office of School Food Services or other appropriate representatives of the Board and representatives of the Union shall meet once a month during the school year to consult on matters of school food policy and on questions relating to the implementation of this agreement.
ARTICLE XXXIV
UNION MEETINGS

Upon request to the head of the school or to the appropriate supervisor in the Bureau of School Lunches, the Union's units at each work location shall be permitted to meet within the school or other work location under circumstances which will not interfere with the school lunch program or other school activities. Such meetings may be held only during the employees' lunch period or before or after working hours, at a place to be assigned by the head of the school or the supervisor, 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 XXXV
RESTRICTION ON UNION ACTIVITIES

No employee shall engage in union activities during the time he 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 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 Personnel and to the Law Office.

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

3. The Law Office 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
NOTICE – LEGISLATIVE ACTION

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

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

CONFORMITY TO LAW - SAVING CLAUSE

A. If any provision of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation with the Union.

B. In the event that any provision of this agreement is or shall at any time be contrary to law, all other provisions of this agreement shall continue in effect.

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

ARTICLE XXXIX

COPY OF AGREEMENT

The parties will have available copies of this agreement upon request.
ARTICLE XL

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 XLI

DURATION

This Agreement shall become effective as of July 1, 1978, and shall continue in full force and effect until June 30, 1980.

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 amended by Chapter 868 of the laws of 1975 and as amended by Chapter 201 of the laws of 1978.
SIGNATORIES

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

Charles Hughes
President
Local 372

Stephen R. Aiello
President
Board of Education of the City School
District of the City of New York

Dated: October 26, 1979
Prepared by the
OFFICE OF LABOR RELATIONS AND COLLECTIVE BARGAINING
of the
BOARD OF EDUCATION

John P. Finneran, Executive Director
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Inquiries may be forwarded to:
Office of Labor Relations and Collective Bargaining
110 Livingston Street
Brooklyn, New York 11201
APPENDIX A

COALITION ECONOMIC AGREEMENT

Memorandum of Economic Agreement ("this Agreement"), made and effective as of June 5, 1978, by and between the undersigned coalition of unions ("the Unions"), and the City of New York and the undersigned employers (collectively "the Employers").

WHEREAS, the continued economic and fiscal crisis affecting the City of New York makes it desirable that the Employers and the Unions reach a memorandum of economic understanding covering the nature and subject matter for successor contracts to those which have expired on December 31, 1977, or will expire on June 30, 1978, or September 8, 1978, or October 1, 1978, or any other labor contracts which required Emergency Financial Control Board approval (which prior contracts are collectively referred to as "Existing Separate Unit Agreements"); and

WHEREAS, Section 1176 of the New York City Charter requires that, so far as practicable, each collective bargaining agreement covering employees of the Employers shall be executed prior to the commencement of the fiscal year during which its provisions shall first be in effect; and

WHEREAS, the parties recognize that various New York State and New York City borrowing programs and federal legislation concerning future financing for New York City are vital for the well being of the City, its employees, its retirees, its citizens and the Nation; and

WHEREAS, it is in the mutual interest of the parties to avoid labor strife and its disastrous impact upon the City of New York, its citizens and its employees; and

WHEREAS, the parties desire to enter into collective bargaining agreements, including this Agreement and separate agreements hereafter to be negotiated and entered into by and between each of the Unions and their respective Employers ("the Separate Unit Agreements"), which Separate Unit Agreements shall include
the City-Wide agreement, to cover the employees represented by the Unions
("Employees"); and

WHEREAS, the parties intend by this Agreement to cover those economic matters
which are common to all the Unions, and that this Agreement shall be incorporated
into the Separate Unit Agreements,

NOW, THEREFORE, it is AGREED as follows:

1. **Term**
   a. The term of each Separate Unit Agreement shall be two (2) years from
      the date of the expiration of the applicable Existing Separate Unit
      Agreement.
   b. The term of this Agreement shall be, in the case of each Union and
      respective Employer, from the effective date hereof to the execu-
      tion of the Separate Unit Agreement between such Union and Employer.

2. **Applicability**

   The economic terms of Existing Separate Unit Agreements shall continue
except as to economic modifications to be made by or pursuant to this Agreement.
Reductions in wages, fringe benefits, and other savings, contained in Existing
Separate Unit Agreements shall not be carried forward into the Separate Unit
Agreements, except where the reduction of such wages, fringe benefits, and
other savings do not have a restoration date or term certain. The cost-of-
living adjustment ("COLA") provisions in Existing Separate Unit Agreements
shall not continue except as provided in this Agreement.

3. **"Old COLA"**

   Current compensation commonly known as "Old COLA" or "COLA I", whether now
being received or deferred, shall be continued and paid at the present rate in
all applicable titles held by the Employees. Where such COLA was previously
paid in a lump sum, it shall be paid in equal shares in each regular paycheck
received by the Employee. Commencing the first day of the thirteenth month
following the effective date of each Separate Unit Agreement, the aforesaid
"Old COLA" or "COLA I" shall be equalized for all applicable titles at the rate of $441 per annum. Commencing the effective date of each Separate Unit Agreement, the compensation provided for in this paragraph 3 shall be included in the base rate for all purposes, including, but not limited to, pension, incremental salary levels, and minimum and maximum rates, except as otherwise hereinafter expressly provided in paragraph 6c of this Agreement.

4. Unpaid Productivity COLA

As promptly as legally possible after the ratification of this Agreement by the Unions, the full unpaid balance of any productivity COLA based on the 0.4 point formula in the applicable Existing Separate Unit Agreements shall be paid in full in a lump sum payment. For each period such unpaid productivity COLA was to be paid pursuant to the applicable Existing Separate Unit Agreements, the annualized rate of the payment provided for in this paragraph 4 shall be deemed to be in the base rate of the applicable titles for all purposes, except pension and as otherwise expressly provided in paragraph 6c of this Agreement.

5. Non-Pensionable Cash Payment

a. A cash payment shall be earned and paid to qualifying employees for services rendered during the City's fiscal years ending June 30, 1978, and June 30, 1979, as described below:

(1) (a) An Employee in active service who is employed by an Employer continuously for a period of one year commencing July 1, 1977, shall be entitled to receive all or a pro rata share of $1,000.00 to be based upon the portion of the period of the first 16 months of the applicable Separate Unit Agreement during which the Employee is in active service.

(b) A new Employee who begins her/his employment on a date after July 1, 1977, and who remains employed continuously in active service thereafter to the last day
before the effective date of the applicable Separate Unit Agreement, shall receive a pro rata share of $1,000.00 for the period so employed prior to such effective date, and said pro rata share shall be further prorated on the basis of the portion of the period of the first 16 months of the applicable Separate Unit Agreement during which the Employee is in active service.

(c) The sum herein provided shall be paid in equal shares in each regular paycheck received by the Employee.

(2) (a) An Employee in active service who is continuously employed by an Employer for a period of one year commencing July 1, 1978, shall be entitled to receive all or a pro rata share of $500.00 to be based upon the portion of the period of the last 8 months of the applicable Separate Unit Agreement during which the Employee is in active service.

(b) A new Employee who begins her/his employment on a date after July 1, 1978, and who remains employed continuously in active service to the last day of the 12th month of the applicable Separate Unit Agreement, shall receive a pro rata share of $500.00 for the period so employed to such last day, and said pro rata share shall be further prorated on the basis of the portion of the period of the last 8 months of the applicable Separate Unit Agreement during which the employee is in active service.

(c) The sum herein provided for shall be paid in equal shares in each regular paycheck received by the Employee.
b. (1) An Employee who has been in inactive service for the period July 1, 1977, to June 30, 1978, or who has been in inactive service for a portion of that period and active service during the balance of that period (a) shall receive a pro rata share of $750.00 based on the period of active service during the first twelve months of the applicable Separate Unit Agreement; and/or
(b) shall receive a pro rata share of $750.00 based on the period of active service during the second twelve months of the applicable Separate Unit Agreement.

(2) An Employee who has been in inactive service for the period July 1, 1978, to June 30, 1979, or who has been in inactive service for a portion of that period and active service during the balance of that period shall receive a pro rata share of $750.00 based on the period of active service during the second twelve months of the applicable Separate Unit Agreement.

(3) Inactive service is defined for purposes of this paragraph 5b as including the following Employees:
(a) Those who are on a preferred or recall list (but this shall not apply to Employees whose placement on such list is part of the normal periodic process resulting from a normal work year which is less than a full calendar year),
(b) Those who are on approved leave.
(4) An Employee on a preferred or recall list whose normal work year is less than a full calendar year and who qualifies for any payments under paragraph 5b shall, notwithstanding any other provisions, not receive such payments under such paragraph if they qualify for and receive payments under paragraph 5a.

(5) The sums provided for in this paragraph 5b shall be paid in equal shares in each regular paycheck received by the Employee.

c. An Employee who is a part time, hourly, per diem, per session or seasonal Employee or whose normal work year is less than a full calendar year shall be deemed eligible under paragraphs 5a and 5b, provided, however, that such an Employee shall have the non-pensionable cash payment hereunder prorated on the basis of computations heretofore utilized by the parties.

d. For the purposes of this paragraph 5 an Employee whose normal work year runs from the first day of a school year to the last day of a school year, shall be deemed to be in a service status from July 1 to June 30 of that fiscal year. This provision shall not convert an Employee who normally has less than 12 months pay status into an Employee with 12 months pay status hereunder.

e. If an Employee entitled to payment hereunder shall not receive a paycheck during the period that any portion of such sum is payable pursuant to this Agreement, then such accrued and unpaid portion of that sum shall be paid to the Employee in a lump sum.
f. The payments provided for in this paragraph 5 shall be included in the base rate of the applicable titles for all purposes, except pension and as otherwise expressly provided in paragraph 6c of this Agreement.

g. Except as otherwise provided, any payments due under this paragraph 5 shall be paid as promptly as legally possible after the ratification of this Agreement by the Unions.

h. In no case shall the amount of cash paid under paragraphs 5a and 5b combined exceed $1,500.00 except for an Employee who holds an equivalent of more than one full time job.

i. For purposes of this paragraph 5, an Employee who has been suspended:

(1) shall be deemed in active service if suspended with pay;

(2) shall be deemed in active service if she/he shall receive back pay for the period of such suspension; and

(3) shall be deemed in inactive service if she/he does not receive pay or back pay for the period of such suspension.

6. General Wage Increase

a. Effective at the beginning of the fourth month following the effective date of the applicable Separate Unit Agreement, the Employees shall receive a general increase of 4% or $400.00 per annum, whichever is greater. In the event that a Separate Unit Agreement is not ratified by the appropriate Union on or before the beginning of the fourth month after the effective date of the commencement of that Agreement, the increase here provided for shall be paid after such ratification retroactive to the effective date of the increase provided for in this paragraph 6a.
b. Effective at the beginning of the sixteenth month following the effective date of the applicable Separate Unit Agreement, the Employees shall receive an additional general increase of 4% or $400.00 per annum, whichever is greater.

c. The increases provided for in this paragraph 6 shall be calculated as follows: (1) the increase in paragraph 6a shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on the first day the applicable Separate Unit Agreement, exclusive of any payment required by paragraph 3, 4, or 5 of this Agreement; and (2) the increase in paragraph 6b shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on the last day of the 15th month of the applicable Separate Unit Agreement, including the payments required by paragraphs 3 and 6a of this Agreement, but exclusive of any payment required by paragraphs 4 or 5 of this Agreement.

d. The increases provided for in this paragraph 6 shall be applied to the base rates, incremental salary levels and the minimum and maximum rates, if any, fixed for the applicable titles.

e. The increases provided for in this paragraph 6 shall be subject to revision or modification in the Separate Unit Agreements, provided, however, that such revision or modification in wages or fringe benefits shall not result in any current or future cost increase or decrease as compared with the cost required to pay the increases provided for in this paragraph 6.

7. The increases provided for in this Agreement when applied to other than full-time, per annum employees, shall be applied in the same manner as heretofore utilized by the parties.
8. The continuation or extension of any prior wage deferral agreement referred to in the attached stipulation dated June 2, 1978, shall be subject to arbitration/impasse pursuant to the terms of that stipulation.

9. It is agreed that, except as provided in paragraph 6e and 10 hereof, neither party shall make any other economic demands during the term of this Agreement, or in connection with the Separate Unit Agreements.

10. In the event that, by way of agreement, award, judgment or otherwise ("non-signatory agreement"), any labor organization representing uniformed forces personnel employed by an Employer, which labor organization is not a signatory to this Agreement ("non-signatory organization"), shall receive during the term of the applicable Separate Unit Agreement aggregate increases (wages, fringes, and all other benefits) or changes in rates, the cost of which shall exceed the cost of the aggregate increases or changes in rates provided in this Agreement for uniformed force Employees represented by a Union which is a signatory hereto, such Union shall have the option to re-open its applicable Separate Unit Agreement. For the purposes of determining whether an excess of costs has been incurred hereunder, the cost resulting from applying to the personnel represented by a non-signatory organization the increases, new benefits, and change in rates as provided for in this Agreement shall be compared to the costs resulting from applying the non-signatory agreement to such personnel. A uniformed force Union shall, in addition to the option set forth above, also have the option to re-open its applicable Separate Unit Agreement in the event that the non-signatory agreement provides a higher going-out rate than that provided by this Agreement and the Separate Unit Agreement, but if such option is exercised for the reason set forth in this sentence and a new Separate Unit Agreement entered into, such new Separate Unit Agreement shall not increase the Employer's costs for the term of the applicable Separate Unit Agreement. This paragraph 10 shall apply to a non-signatory agreement which provides for aggregate increases during the term of
this Agreement irrespective of when such non-signatory agreement has been finalized.

11. The attached "Addendum A" is incorporated, but not merged herewith, by reference as a part of this Agreement. In the event of any variance between this Agreement and said "Addendum A" the provisions of "Addendum A" shall govern.

12. This Agreement shall be incorporated into the Separate Unit Agreements.

13. The above provisions shall apply to the Council of Supervisors and Administrators if an addendum covering 1977-78 is approved by the Emergency Financial Control Board.

14. This Agreement and the Separate Unit Agreements are subject to approval in accordance with applicable law.

15. Resolution of Disputes

a. Subject to the subsequent provisions of paragraph 15b, any dispute, controversy or claim concerning or arising out of the execution, application, interpretation or performance of any of the terms or conditions of this Agreement shall be submitted to arbitration upon the written notice therefor by any of the parties to this Agreement to the party with whom such dispute or controversy exists. The matter submitted for arbitration shall be submitted to an arbitration panel consisting of the three impartial members of the Board of Collective Bargaining pursuant to the rules of the Board of Collective Bargaining. Any award in such an arbitration proceeding shall be final and binding and shall be enforceable pursuant to Article 75, C.P.L.R.

b. After incorporation of this Agreement into an applicable Separate Unit Agreement, any dispute, controversy or claim referred to in paragraph 15a which arises between the parties to such Separate Unit
Agreement shall be submitted to the dispute resolution provisions of such applicable Separate Unit Agreement.

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

DATED: New York, New York
June 20, 1978
APPENDIX B

D.C. 37 - Hourly School Lunch, School Aide and Film Inspection Assistant Agreement

AGREEMENT

1. Except as modified herein and by paragraph 2 of the Coalition Economic Agreement, the economic terms of the 1977-1978 Agreements are continued.

2. This Agreement shall be incorporated in the applicable unit agreement covering employees in the subject titles, which shall expire on June 30, 1980.

2a. During the first year of the Agreement (7/1/78 through 6/30/79), previous rates of pay are hereby continued at an hourly rate in accordance with the attached Schedule I. The rates in Schedule I reflect the non-pensionable cash payment to be paid at 35.7 cents hourly rate in accordance with the provisions of the Coalition Economic Agreement.

2b. During the second year of the Agreement (7/1/79 through 6/30/80), previous rates of pay are continued at the hourly rate in accordance with the attached Schedule I. The rates in Schedule I reflect the non-pensionable cash payment to be paid at 35.7 cents hourly rate in accordance with the provisions of the Coalition Economic Agreement and, in addition, reflect an added payment of 14.5 cents per hour beginning 10/1/79.

2c. Following the periods September 1978 through June 1979, and September 1979 through June 1980 there shall be two summer payments, one for July and one for August. Summer payments are based on the number of hours paid during the prior school year and these payments shall reflect the above rates of pay described in paragraph 2a for 1979 and paragraph 2b for 1980.

The July and August payments shall each be in accordance with the attached Schedule II and shall be prorated in accordance with the attached Schedule II. Entitlement for purposes of this Agreement for COLA, NPCP, Lump Sum payments or General Wage Increases, shall be the same as that enjoyed by the employees on June 30, 1978.
3. During the second year of the Agreement, beginning 10/1/79, the Employer shall contribute to the D.C. 37 Health and Security Fund 2 cents per hour for each hour paid including the hours reflected in summer payments. Payments shall be made in quarterly installments.

4. The Union shall execute Appendix A and all employees shall sign the appropriate attached agreements in order to be eligible to receive the benefits provided herein.

5. Based on the payments provided in paragraph 2c above, employees shall not be entitled to receive unemployment insurance during the summer periods and the Board of Education shall so 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 2c above. In order to receive the August 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 2c.

6. 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.

7. For the purpose of this agreement, "summer period" shall mean the period from the third to last weekday of June until the Wednesday following Labor Day.

8. This Agreement is subject to approval by the Financial Control Board. Payments for the 1979 summer period shall be made upon approval of this Memorandum of Agreement by the Financial Control Board. The general wage increase shall not be paid until the separate unit contract embodying this Memorandum of Agreement has been approved by the Financial Control Board.
### Schedule I

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APPENDIX A

STATUS OF EMPLOYEES

A. All employees subject to this Unit Agreement shall continue to have, with respect to position attributes determining eligibility to become a member of a public retirement system, the same status as such employees had immediately prior to July 1, 1978 and all persons who during the term of this Unit Agreement become employees subject thereto shall have, with respect to such position attributes, the same status as the employees subject to this Unit Agreement had immediately prior to July 1, 1978 and nothing contained in this Unit Agreement shall be construed as changing such status of any employee referred to in this paragraph.

B. On and after June 30, 1980 all employees who are subject to this Unit Agreement at the time of expiration thereof shall continue to have with respect to such position attributes determining eligibility to become a member of a public retirement system, the same status as they had immediately prior to July 1, 1978, until the effective date of any new Unit Agreement providing for different position attributes determining eligibility to become a member of a public retirement system which may be executed by the Board and the Union for a term commencing after the term of the instant Unit Agreement. Each person who, on or after June 30, 1980 is appointed to a position the title of which is included in the bargaining unit to which the instant Unit Agreement applies shall have, with respect to position attributes determining eligibility to become a member of a public retirement system, the same status as employees subject to the instant Unit Agreement had immediately prior to July 1, 1978, unless and until a different status becomes effective for such person under a Unit Agreement executed by the Board and the Union for a term commencing after the term of the instant Unit Agreement.

C. (1) The provisions of the instant Unit Agreement shall not apply to any employee who, as of the date of execution of the instant Unit Agreement holds, or who, between July 1, 1978 and such date of execution held, a position the title of which
is included in the bargaining unit to which the instant Unit Agreement applies
and who has failed to execute an individual Agreement with the Board containing
the terms and conditions set forth in the sample individual Agreement attached
hereto as Exhibit "A" and such employee, unless he executes such individual Agree-
ment, shall be governed by and be subject to the terms and conditions which are
set forth in the Unit Agreement which was in effect on June 30, 1978, modified as
follows: (a) 35.7 cents per hour for NPCP for 1978-79 and 1979-80 (pursuant to
CEA) for 1215.5 hours (b) 21 cents per hour for 1978-79 and 1979-80 for 1215.5
hours for continuation of COLA (c) 21.89 cents per hour additional compensation

(2) Until the effective date of any Unit Agreement providing otherwise which
may be executed by the Board and the Union for a term commencing after the term
of the instant Unit Agreement:

(i) each person who, at any time after the execution of the instant Unit
Agreement, is appointed to a position, the title of which is included in the bar-
gaining unit to which the instant Unit Agreement applies, shall, at the time of
his appointment, execute an individual Agreement with the Board containing the
terms and conditions set forth in the sample individual Agreement attached hereto
as Exhibit "B", and

(ii) unless and until any such person shall execute such an individual
Agreement, he shall not be governed by or subject to the instant Unit Agreement
but shall instead be governed by and subject to the terms and conditions which are
set forth in the Unit Agreement which was in effect on June 30, 1978, modified as
provided for in items (a), (b) and (c) of subparagraph (1) of this paragraph C;
provided, however, that if such person shall execute such individual Agreement, he
shall be governed by and subject to the terms and conditions set forth in the
instant Unit Agreement, effective from the date of his appointment.
D. If any employee subject to the provisions of the instant Unit Agreement shall become eligible to become a member of a public retirement system by reason, in whole or in part, of:

(1) any provision of the instant Unit Agreement establishing attributes of his position which affect his eligibility to join such retirement system and which are different from the attributes of the same position under the provisions of the Unit Agreement in effect on June 30, 1978; or

(2) any action taken under any such instant Unit Agreement provision referred to in subparagraph (1) of this paragraph D; and such employee becomes a member of such retirement system on or before June 30, 1980, all pay provisions of the instant Unit Agreement, so far as they apply to such employee, shall, upon the commencement of such membership of such employee, terminate and become void, and until the effective date of any Unit Agreement providing otherwise covering such employee which may be executed by the Board and the Union for a term commencing after the term of the instant Unit Agreement, such employee shall, upon the commencement of such membership, immediately revert to governance by and shall become and remain subject to the pay provisions which are set forth in the Unit Agreement which was in effect on June 30, 1978, modified as provided for in items (a), (b) and (c) of subparagraph (1) of paragraph C of this Article; provided, however, that the compensation payable to such employee after the commencement of such membership and during any fiscal year or portion thereof wherein such employee is governed by such reversionary provisions, as so modified, shall be reduced for the same fiscal year or portion thereof (after such commencement of membership) by the pension costs incurred by the Board with respect to such employee for the same period. If any such commencement of retirement system membership of any such employee by reason in whole or in part of any such provision referred to in subparagraph (1) of this paragraph or any such action referred to in subparagraph (2) of this paragraph occurs after June 30, 1980, all of the provisions of the Unit Agreement in effect at the time of such commencement of membership, so far as they apply to such employee, shall terminate and become void and until the effective date of any Unit Agreement providing otherwise covering such employee which may be executed by
the Board and the Union for a term commencing after the term of the instant Unit Agreement, such employee shall immediately revert to governance by and shall become and remain subject to the terms and conditions which are set forth in the Unit Agreement which was in effect on June 30, 1978, modified as provided for in items (a), (b) and (c) of subparagraph (1) of paragraph C of this Article; provided, however, that compensation payable to such employee after such commencement of membership and during any fiscal year or portion thereof wherein such employee is governed by such reversionary provisions, as so modified, shall be reduced for the same fiscal year or portion thereof (after such commencement of membership) by the pension costs incurred by the Board with respect to such employee for the same period.

E. The Union shall not at any time, initiate, support or assist the bringing of any claim, action or proceeding or the taking of any other action which seeks to establish, through use of or reliance in whole or in part on:

(1) any provision of the instant Unit Agreement establishing attributes of the position of any employee affecting his eligibility to become a member of a public retirement system, which attributes are different from the attributes of the same position under the provisions of the Unit Agreement in effect on June 30, 1978, or

(2) any action taken under any such instant Unit Agreement provision referred to in subparagraph (1) of this paragraph E, that such employee was or is eligible to become a member of a public retirement system and the Union, in any circumstances wherein its views with respect to any such matter are requested or given, shall maintain the position that any such instant Unit Agreement provision referred to in subparagraph (1) of this paragraph or any action referred to in subparagraph (2) of this paragraph does not confer eligibility to become a member of a public retirement system. The provisions of this paragraph E shall be construed as continuing after the expiration of the instant Unit Agreement until the effective date of any Unit Agreement providing otherwise which may be executed by the Board and the Union for a term commencing after the term of the instant Unit Agreement.
AGREEMENT BETWEEN THE BOARD OF EDUCATION OF THE CITY OF NEW YORK (HEREINAFTER THE "BOARD") AND D.C. 37 Hourly Employees RESIDING AT

WHEREAS, the Board and Local 372, District Council 37, AFSCME, AFL-CIO (hereinafter the "Union") propose to enter (or have entered) into a Unit Agreement for the period from July 1, 1978 to June 30, 1980 (hereinafter the "subject Unit Agreement"); and

WHEREAS, paragraph C (1) of the Article of the subject Unit Agreement reads as follows:

"C. (1) The provisions of the instant [subject] Unit Agreement shall not apply to any employee who, as of the date of execution of the instant [subject] Unit Agreement holds, or who, between July 1, 1978 and such date of execution held, a position the title of which is included in the bargaining unit to which the instant [subject] Unit Agreement applies and who has failed to execute an individual Agreement with the Board containing the terms and conditions set forth in the sample individual Agreement attached hereto as Exhibit "A" and such employee, unless he executes such individual Agreement, shall be governed by and be subject to the terms and conditions which are set forth in the Unit Agreement which was in effect on June 30, 1978, modified as follows: (a) 35.7 cents per hour for NPCP for 1978-79 and 1979-80 (pursuant to CEA) for 1215.5 hours (b) 21 cents per hour for 1978-79 and 1979-80 for 1215.5 hours for continuation of COLA (c) 21.89 cents per hour additional compensation in 1978-79 and 1979-80."; and

WHEREAS, prior to the date of execution of the subject Unit Agreement, I held a position, the title of which is included in the bargaining unit to which that Agreement applies; and
WHEREAS, this individual Agreement contains the terms and conditions set forth in Exhibit "A" referred to in paragraph C (1) of such Article of the subject Unit Agreement quoted above;

NOW THEREFORE, in order to make the subject Unit Agreement applicable to me, I hereby agree with the Board as follows:

1. During the term of the subject Unit Agreement, I shall continue to have, with respect to position attributes determining eligibility to become a member of a public retirement system, the same status as I had immediately prior to July 1, 1978.

2. On and after June 30, 1980, I shall continue to have with respect to such position attributes determining eligibility to become a member of a public retirement system, the same status as I had immediately prior to July 1, 1978, until the effective date of any new Unit Agreement providing for different position attributes determining eligibility to become a member of a public retirement system which may be executed by the Board and the Union for a term commencing after the term of the subject Unit Agreement.

3. If I become eligible to become a member of a public retirement system by reason, in whole or in part, of:

   (i) any provision of the subject Unit Agreement establishing attributes of my position which affect my eligibility to join such retirement system and which are different from the attributes of the same position under the provisions of the Unit Agreement in effect on June 30, 1978; or

   (ii) any action taken under any such subject Unit Agreement provision referred to above in subparagraph (i) of this paragraph 3;

and I become a member of such retirement system on or before June 30, 1980, all pay provisions of the subject Unit Agreement, so far as they apply to me, shall, upon the commencement of my membership in such retirement system, terminate and become void, and until the effective date of any Unit Agreement providing otherwise covering me which may be executed by the Board and the Union for a term commencing after
the term of the subject Unit Agreement, I shall upon the commencement of such mem-
bership, immediately revert to governance by and shall become and remain subject
to the pay provisions which are set forth in the Unit Agreement which was in effect
on June 30, 1978, modified as follows: (a) 35.7 cents per hour for NPCP for 1978-79
and 1979-80 (pursuant to CEA) for 1215.5 hours (b) 21 cents per hour for 1978-79
and 1979-80 for 1215.5 hours for continuation of COLA (c) 21.89 cents per hour addi-
tional compensation in 1978-79 and 1979-80 provided, however, that the compensation
payable to me after the commencement of such membership and during any fiscal year
or portion thereof wherein I am governed by such reversionary provisions, as so
modified, shall be reduced for the same fiscal year or portion thereof (after such
commencement of membership) by the pension costs incurred by the Board with respect
to me for the same period. If any such commencement of retirement system membership
on my part by reason in whole or in part of any such provision referred to above in
subparagraph (i) of this paragraph 3 or any such action referred to above in subpara-
graph (ii) of this paragraph 3 occurs after June 30, 1980, all of the provisions of
the Unit Agreement in effect at the time of such commencement of membership, so far
as they apply to me, shall terminate and become void and until the effective date of
any Unit Agreement providing otherwise covering me which may be executed by the Board
and the Union for a term commencing after the term of the subject Unit Agreement, I
shall immediately revert to governance by and shall become and remain subject to the
terms and conditions which are set forth in the Unit Agreement which was in effect
on June 30, 1978, modified as provided for in items (a), (b) and (c) above set forth
in this paragraph 3; provided, however, that compensation payable to me after such
commencement of membership and during any fiscal year or portion thereof wherein I
am governed by such reversionary provisions, as so modified, shall be reduced for the
same fiscal year or portion thereof (after such commencement of membership) by the
pension costs incurred by the Board with respect to me for the same period.
4. I will not at any time, initiate, support or assist the bringing of any claim, action or proceeding or the taking of any other action which seeks to establish, through use of or reliance in whole or in part on:

(a) any provision of the subject Unit Agreement establishing attributes of the position of any employee (including myself) affecting his (or my) eligibility to become a member of a public retirement system, which attributes are different from the attributes of the same position under the provisions of the Unit Agreement in effect on June 30, 1978, or

(b) any action taken under any such "subject Unit Agreement" provision referred to in subparagraph (a) of this paragraph 4, that such employee (including myself) was or is eligible to become a member of a public retirement system. The provisions of this paragraph 4 shall be construed as continuing after the expiration of the subject Unit Agreement until the effective date of any Unit Agreement providing otherwise which may be executed by the Board and the Union for a term commencing after the term of the subject Unit Agreement.

In witness whereof the parties have hereunto affixed their signatures this 26th day of July, 1979.

Name of Employee

Signature of Employee

The Board of Education of the City of New York

BY:

Signature

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EXHIBIT "B"

AGREEMENT

AGREEMENT BETWEEN THE BOARD OF EDUCATION OF THE CITY OF NEW YORK (HEREINAFTER THE "BOARD") AND , RESIDING AT

WHEREAS, on , 1979, the Board and Local 372, District Council 37, AFSCME, AFL-CIO (hereinafter the "Union") entered into a Unit Agreement for the period from July 1, 1978 to June 30, 1980 (hereinafter the "subject Unit Agreement"); and

WHEREAS, paragraph C (1) of the Article of the subject Unit Agreement reads as follows:

"(2) Until the effective date of any Unit Agreement providing otherwise which may be executed by the Board and the Union for a term commencing after the term of the instant [subject] Unit Agreement:

(i) each person who, at any time after the execution of the instant [subject] Unit Agreement, is appointed to a position, the title of which is included in the bargaining unit to which the instant [subject] Unit Agreement applies, shall, at the time of his appointment, execute an individual Agreement with the Board containing the terms and conditions set forth in the sample individual Agreement attached hereto as Exhibit "B"; and

(ii) unless and until any such person shall execute such an individual Agreement, he shall not be governed by or subject to the instant [subject] Unit Agreement but shall instead be governed by and subject to the terms and conditions which are set forth in the Unit Agreement which was in effect on June 30, 1978, modified as provided for in terms (a), (b) and (c) of sub-paragraph (1) of this
paragraph C; provided, however, that if such person shall execute such individual Agreement, he shall be governed by and subject to the terms and conditions set forth in the instant [subject] Unit Agreement, effective from the date of his appointment"; and

WHEREAS, items (a), (b) and (c) of subparagraph (1) of paragraph C of such Article of the subject Unit Agreement read as follows:

"(a) 35.7 cents per hour for NPCP for 1978-79 and 1979-80 (pursuant to CEA) for 1215.5 hours

(b) 21 cents per hour for 1978-79 and 1979-80 for 1215.5 hours for continuation of COLA

(c) 21.89 cents per hour additional compensation in 1978-79 and 1979-80."; and

WHEREAS, after the date of execution of the subject Unit Agreement, I am being or was appointed to a position, the title of which is included in the bargaining unit to which the subject Unit Agreement applies; and

WHEREAS, this individual Agreement contains the terms and conditions set forth in Exhibit "B" referred to in paragraph C (2) (i) of such Article of the subject Unit Agreement quoted above;

NOW THEREFORE, in order to make the subject Unit Agreement applicable to me, I hereby agree with the Board as follows:

1. On and after the date of my appointment to such position and during the term of the subject Unit Agreement, I shall have, with respect to position attributes determining eligibility to become a member of a public retirement system, the same status as employees subject to the subject Unit Agreement had immediately prior to July 1, 1978.

2. On and after June 30, 1980 I shall have, with respect to position attributes determining eligibility to become a member of a public retirement system, the same status as employees subject to the subject Unit Agreement had immediately prior to
July 1, 1978, unless and until a different status becomes effective for me under a term commencing after the term of the subject Unit Agreement.

3. If I become eligible to become a member of a public retirement system by reason, in whole or in part, of:

   (i) any provision of the subject Unit Agreement establishing attributes of my position which affect my eligibility to join such retirement system and which are different from the attributes of the same position under the provisions of the Unit Agreement in effect on June 30, 1978; or

   (ii) any action taken under any such subject Unit Agreement provision referred to in subparagraph (i) of this paragraph 3;

and I become a member of such retirement system on or before June 30, 1980, all pay provisions of the subject Unit Agreement, so far as they apply to me shall, upon the commencement of my membership in such retirement system, terminate and become void, and until the effective date of any Unit Agreement providing otherwise covering me which may be executed by the Board and the Union for a term commencing after the term of the subject Unit Agreement, I shall upon the commencement of such membership, immediately revert to governance by and shall become and remain subject to the pay provisions which are set forth in the Unit Agreement which was in effect on June 30, 1978, modified as follows: (a) 35.7 cents per hour for NPCP for 1978-79 and 1979-80 pursuant to CEA for 1215.5 hours (b) 21 cents per hour for 1978-79 and 1979-80 for 1215.5 hours for continuation of COLA (c) 21.89 cents per hour additional compensation in 1978-79 and 1979-80; provided, however, that the compensation payable to me after the commencement of such membership and during any fiscal year or portion thereof wherein I am governed by such reversionary provisions, as so modified, shall be reduced for the same fiscal year or portion thereof (after such commencement of membership) by the pension costs incurred by the Board with respect to me for the same period. If any such commencement of retirement system membership on my part by
reason in whole or in part of any such provision referred to in subparagraph (i) of this paragraph 3 or any such action referred to in subparagraph (ii) of this paragraph occurs after June 30, 1980, all of the provisions of the Unit Agreement in effect at the time of such commencement of membership, so far as they apply to me, shall terminate and become void and until the effective date of any Unit Agreement providing otherwise covering me which may be executed by the Board and the Union for a term commencing after the term of the subject Unit Agreement, I shall immediately revert to governance by and shall become and remain subject to the terms and conditions which are set forth in the Unit Agreement which was in effect on June 30, 1978, modified as provided for in items (a), (b) and (c) above set forth in this paragraph 3; provided, however, that compensation payable to me after such commencement of membership and during any fiscal year or portion thereof wherein I am governed by such reversionary provisions, as so modified, shall be reduced for the same fiscal year or portion thereof (after such commencement of membership) by the pension costs incurred by the Board with respect to me for the same period.

4. I will not at any time, initiate, support or assist the bringing of any claim, action or proceeding or the taking of any other action which seeks to establish, through use of or reliance in whole or in part on:

(a) any provision of the subject Unit Agreement establishing attributes of the position of any employee (including myself) affecting his (or my) eligibility to become a member of a public retirement system, which attributes are different from the attributes of the same position under the provisions of the Unit Agreement in effect on June 30, 1978, or

(b) any action taken under any such subject Unit Agreement provision referred to in subparagraph (a) of this paragraph 4, that such employee (including myself) was or is eligible to become a member of a public retirement system. The provisions of this paragraph 4 shall
be construed as continuing after the expiration of the subject Unit Agreement until the effective date of any Unit Agreement providing otherwise which may be executed by the Board and the Union for a term commencing after the term of the subject Unit Agreement.

In witness whereof the parties have hereunto affixed their signature this day of , 19 .

Name of Employee

Signature of Employee

The Board of Education of the City of New York

BY: 

Signature